State of Delaware

Volunteer Firemen's Pension Plan

L.O.S.A.P
(Length of Service Award Pension)

Revised 9/3/14

L.O.S.A.P PENSION PLAN - INFORMATION BOOKLET

CONTENTS

Amendment to DE Volunteer Firemen's Pension Plan (signed 1/30/2009)

Pension Plan Overview (effective 1/1/2008)

Retirement Overview

Member Actuarial Form (P-1)

Change of Beneficiary (BEN-1)

Application for Withdrawal Benefit (WB-F)

Inactive Member Refund/Removal Procedures

Application for Pension (AP-F)

Pension Application Documents Checklist (ADC)

List of Acceptable Proof of Birth Documentation

Sample Pension Application (Continuous Active Service)

Sample Pension Application (Vested and Service NOT Continuous)

Bank/Credit Union Deposit Authorization (DA)

Income Tax Withholding Election (TWE-1)

Application for Death Benefit Payment (DB-F)

Office of Pensions Contact Information

AMENDMENT TO THE
DELAWARE VOLUNTEER FIREMEN'S PENSION PLAN

WHEREAS, the State of Delaware established and maintained the Delaware Volunteer Firemen's Pension Plan ("Plan"), originally effective July 1, 1986, pursuant to Title 16, Chapter 66A, §§ 6651 through 6664 of the Delaware Code;

WHEREAS, the Plan is a length of service award plan under Section 457(e)(11)(A)(ii) of the Internal Revenue Code of 1986, as amended ("Code"), and the regulations thereunder;

WHEREAS, the purpose of the Plan is to provide retirement and death benefits to longterm eligible volunteers providing qualified services to fire departments and rescue services, as provided therein;

WHEREAS, the State of Delaware set forth the terms of the Plan in a written plan document, effective January 1, 2007, and thereafter amended and restated the Plan, effective January 1, 2008;

WHEREAS, the Board of Trustees of the Delaware Public Employees' Retirement System ("DPERS"), who serve as the Board of Pension Trustees ("Board") of the Plan, submitted to the Internal Revenue Service ("IRS") a request for certain rulings on behalf of the Plan concerning the following: (i) that the Plan is a length of service award plan within the meaning of Section 457(e)(11)(A) of the Code and the regulations thereunder; (ii) that amounts paid to eligible members are includible in the member's gross income only in the taxable year in which such amounts are paid; and (iii) that benefits under the Plan paid to eligible members or their beneficiaries are not treated as "wages" for purposes of Federal Insurance Contributions Act ("FICA") taxes;

WHEREAS, with respect to the ruling request, the IRS has requested that DPERS and the Board amend the second ruling request and amend the Plan.

NOW, THEREFORE, THE BOARD hereby amends the Plan, effective as of January 1, 2008, to be and read as follows:

1. Section 4.01 of the Plan, regarding member benefits, shall be amended to be and read as follows:

> **Section 4.01. Member Benefits.** A Participant is eligible for a monthly Benefit at such time that he or she (i) attains Normal Retirement Age and (ii) has a Vested Benefit under Article III and (iii) ceases earning Credited Service. The monthly Benefit shall be equal to five dollars ($5.00) times years of Credited Service, up to a maximum of twenty-five (25) years of Credited Service. Benefits shall begin the first month after the Participant becomes eligible for a Benefit under this Section 4.01, and shall end the month that the Participant dies.

2. Section 7.06 of the Plan, regarding limitation on recovery, shall be deleted in its entirety.

3. In all other respects, the Plan shall be and remain unchanged.

IN WITNESS WHEREOF the undersigned have executed this AMENDMENT TO THE PLAN effective on the dates indicated herein.

CHAIRMAN

THE STATE BOARD OF PENSION TRUSTEES OF THE DELAWARE VOLUNTEER FIREMEN'S PENSION PLAN

January 30, 2009
Date

P. S. Reese
Philip S. Reese, Chairman

I/2269487.1

DELAWARE VOLUNTEER FIREMAN'S PENSION PLAN

Restated January 1, 2008

I/1960316.3

TABLE OF CONTENTS

		Page
ARTICLE I	DEFINITIONS	1
Section 1.01.	"Administrator"	1
Section 1.02.	"Applicable Form"	1
Section 1.03.	"Beneficiary"	1
Section 1.04.	"Benefit"	1
Section 1.05.	"Board"	1
Section 1.06.	"Code"	1
Section 1.07.	"Contributions"	1
Section 1.08.	"Credited Service"	1
Section 1.09.	"Employer"	2
Section 1.10.	"Fund"	2
Section 1.11.	"Member"	2
Section 1.12.	"Normal Retirement Age"	2
Section 1.13.	"Participant"	2
Section 1.14.	"Plan"	2
Section 1.15.	"Plan Year"	2
Section 1.16.	"Severance from Employment"	2
Section 1.17.	"Vest" or "Vested"	2
Section 1.18.	"Volunteer"	2
Section 1.19.	Construction Rules.	3
ARTICLE II	PARTICIPATION AND CONTRIBUTIONS	3
Section 2.01.	Participation	3
Section 2.02.	Contributions	3
Section 2.03.	Cessation of Participation	3
ARTICLE III	VESTING	3
Section 3.01.	Vested Benefit	3
Section 3.02.	Refund of Contributions	3
ARTICLE IV	BENEFITS	4
Section 4.01.	Member Benefits	4
Section 4.02.	Death Benefits	4
Section 4.03.	Withdrawal Benefits.	4
Section 4.04.	Waiver of Benefits	4
Section 4.05.	Limits on Benefits	4
ARTICLE V	FUND	5
Section 5.01.	Fund	5

I/1960316.3

Section 5.02. Expenses 5

ARTICLE VI EMPLOYER PARTICIPATION 5

ARTICLE VII ADMINISTRATION OF PLAN 5

Section 7.01. Compliance with Code Section 457(e)(11) 5
Section 7.02. Administrator Duties and Powers 5
Section 7.03. Advice 6
Section 7.04. Delegation by Administrator 6
Section 7.05. Payment of Benefits 6
Section 7.06. Limitation on Recovery 6

ARTICLE VIII CLAIMS PROCEDURE 7

Section 8.01. Claims Procedure 7
Section 8.02. Appeals Procedure. 7

ARTICLE IX AMENDMENT AND TERMINATION OF THE PLAN 8

Section 9.01. Amendment of Plan 8
Section 9.02. Effective Date of Amendments 8
Section 9.03. Termination 8

ARTICLE X NONASSIGNABILITY 8

ARTICLE XI MISCELLANEOUS 8

Section 11.01. Federal Taxes 8
Section 11.02. Contract 8
Section 11.03. Conflicts 8
Section 11.04. Limitation on Rights 9
Section 11.05. Mistaken Contributions 9
Section 11.06. Erroneous Payments 9
Section 11.07. Payments to Minors and Incompetents 10
Section 11.08. Procedure on Nonvested Termination 10
Section 11.09. Release 10
Section 11.10. Liability 10
Section 11.11. Governing Laws 10
Section 11.12. Necessary Parties to Disputes 10
Section 11.13. Severability 10
Section 11.14. Supersession 10
Section 11.15. Counterparts 10

DELAWARE VOLUNTEER FIREMAN'S PENSION PLAN

The State of Delaware established and maintained the Delaware Volunteer Fireman's Pension Plan (hereinafter called the "Plan"), originally effective July 1, 1986, pursuant to Title 16, Chapter 66A, §§ 6651 through 6664 of the Delaware Code.

The Plan is a length of service award plan under Section 457(e)(11)(A)(ii) of the Internal Revenue Code of 1986, as amended ("Code"), and the regulations thereunder. The purpose of the Plan is to provide retirement and death benefits to long-term eligible volunteers providing qualified services to fire departments and rescue services, as provided herein.

The State of Delaware hereby sets forth the terms of the Plan in a written plan document, effective January 1, 2008.

ARTICLE I

DEFINITIONS

Section 1.01. **"Administrator"** means the Board.

Section 1.02. **"Applicable Form"** means the appropriate form as designated and furnished by the Administrator to make an election or provide a notice as required by the Plan.

Section 1.03. **"Beneficiary"** means the person or persons designated by a Participant to receive any benefit payable upon the Participant's death, or, if none, the Participant's estate.

Section 1.04. **"Benefit"** means the monthly Benefit that the Participant has earned in accordance with Section 4.01, Section 4.02 or Section 4.03, as applicable.

Section 1.05. **"Board"** means the State Board of Pension Trustees established by § 8308 of Title 29 of the Delaware Code.

Section 1.06. **"Code"** means the Internal Revenue Code of 1986, as now in effect or as hereafter amended. All citations to sections of the Code are to such sections as they may from time to time be amended or renumbered.

Section 1.07. **"Contributions"** mean contributions to the Fund made by the Employer and the Participant pursuant to Article V.

Section 1.08. **"Credited Service"** means, for any Member, each calendar year:

(a) as a Volunteer after June 30, 1986, that has been certified by the Member's Employer;

(b) as a Volunteer prior to July 1, 1986; provided that the Member shall receive one year of Credited Service for each three (3) Years of Service that have been certified by the Member's Employer on or before July 18, 1986; and provided further that the Member must have

been an active Volunteer for the Employer for the twelve (12) months preceding July 1, 1986; and

(c) during which the Member qualifies for line-of-duty disability benefits and/or workers' compensation benefits under Title 18 of the Delaware Code.

(d) Notwithstanding the preceding paragraphs, a Member shall not receive any Credited Service once Benefits have commenced under Article IV.

Section 1.09. **"Employer"** means any Delaware state volunteer fire department and auxiliary thereof or service organization providing volunteer ambulance services which have elected to participate in the Plan so long as the entity is an eligible employer, as defined in Code Section 457(e)(1).

Section 1.10. **"Fund"** means the Volunteer Fireman's Pension Fund established by § 6661 of Title 16 of the Delaware Code.

Section 1.11. **"Member"** means an inactively-participating Volunteer of an Employer.

Section 1.12. **"Normal Retirement Age"** means age sixty (60).

Section 1.13. **"Participant"** means a Member or inactive Member who is or may become eligible to receive a benefit under the Plan.

Section 1.14. **"Plan"** means the Plan embodied herein, as amended from time to time, known as the "Delaware Volunteer Firemen's Pension Plan."

Section 1.15. **"Plan Year"** means the calendar year.

Section 1.16. **"Severance from Employment"** means the date that a Member retires or otherwise has a severance from employment with all Employers, other than for reason of death, as determined by the Administrator. A Participant shall be deemed to have severed employment with an Employer for purposes of the Plan when, in accordance with the established personnel practices of the Employer, the employment relationship is considered actually terminated.

Section 1.17. **"Vest"** or **"Vested"** means that a Participant has a nonforfeitable right to his or her Benefit.

Section 1.18. **"Volunteer"** means an individual who:

(a) provides fire fighting, fire prevention, emergency medical services, ambulance services, and/or related essential services; and

(b) does not receive compensation for the services provided in paragraph (a), except for:

(1) reimbursement for (or a reasonable allowance for) reasonable expenses incurred in the performance of such services, or

(2) reasonable benefits (including the Benefits under this Plan), and nominal fees for such services, customarily paid by eligible employers in connection with the performance of such services by volunteers.

Section 1.19. Construction Rules. Words used herein in the masculine gender shall be construed to include the feminine gender where appropriate, and words used herein in the singular or plural shall be construed as being in the plural or singular where appropriate.

ARTICLE II

PARTICIPATION AND CONTRIBUTIONS

Section 2.01. Participation. A Member shall immediately become a Participant in the Plan when he or she becomes a Member.

Section 2.02. Contributions. Both Participants and Employers are required to make annual Contributions to the Plan.

(a) Participant Contributions shall be sixty dollars ($60) per Plan Year, and shall be separately accounted for with respect to each Participant.

(b) The Board shall set the amount of the Employer Contributions each Plan Year, based on the most recent actuarial valuation, which shall be an amount necessary to meet the actuarial cost of current service and unfunded accrued liability.

Section 2.03. Cessation of Participation. A Member shall cease to be a Participant in the Plan (i) on the distribution of the his or her entire interest under the Plan or (ii) if the Member applies for a refund of his or her accumulated Participant Contributions to the Plan.

ARTICLE III

VESTING

Section 3.01. Vested Benefit. A Participant shall become fully Vested in his or her Benefit upon completion of ten (10) years of Credited Service.

Section 3.02. Refund of Contributions. Notwithstanding Section 3.01, if a Participant applies for a refund of his or her accumulated Participant Contributions to the Plan, then his or her Vested Benefit, if any, shall be cancelled and forfeited.

ARTICLE IV

BENEFITS

Section 4.01. Member Benefits. A Participant is eligible for a monthly Benefit at such time that he or she (i) attains Normal Retirement Age and (ii) has a Vested Benefit under Article III. The monthly Benefit shall be equal to five dollars ($5.00) times years of Credited Service, up to a maximum of twenty-five (25) years of Credited Service. Benefits shall begin the first month after the Participant becomes eligible for a Benefit under this Section 4.01, and shall end the month that the Participant dies; provided, however, that a Participant may elect to defer the commencement of Benefits and continue to receive Credited Service under the Plan, but in any event not to exceed a total of twenty-five (25) years of Credited Service.

Section 4.02. Death Benefits. Upon a Participant's death, an amount equal to the excess, if any, of the Participant's accumulated Participant Contributions, with interest as established by the Board, over the aggregate of all Benefits already paid under Section 4.01, shall be paid to the Participant's Beneficiary in a single lump sum as soon as administratively practicable after the Participant's death.

Section 4.03. Withdrawal Benefits.

(a) If a Participant has a Severance from Employment without a Vested Benefit under Article III, the Participant shall be paid an amount equal to his or her accumulated Participant Contributions, with interest as established by the Board, in a single lump sum payment as soon as administratively practicable after Severance from Employment.

(b) If a Participant has a Severance from Employment prior to Normal Retirement Age but with a Vested Benefit under Article III, the Participant shall be paid an amount equal to his or her accumulated Participant Contributions with interest as established by the Board, in a single lump sum payment as soon as administratively practicable after Severance from Employment.

(c) If a Participant has a Severance from Employment and is paid his or her accumulated Participant Contributions in accordance with paragraph (a) or (b), then his or her years of Credited Service shall be cancelled; provided, however, that if the individual again becomes a Participant in the Plan, his or her Credited Service shall be restored if the Member repays his or her Participant Contributions with interest at a reasonable rate determined by the Board.

Section 4.04. Waiver of Benefits. Any Participant entitled to Benefits under Section 4.01 of the Plan may decline to accept all or any part of such benefits by submitting an executed waiver to the Administrator. Such waiver may be revoked in writing at any time; provided, however, that the Plan shall not make any payment of Benefits that relate to the period during which the waiver was in effect.

Section 4.05. Limits on Benefits. Notwithstanding any provision of the Plan, the Benefit payable under the Plan may not exceed $3,000 with respect to any Plan Year.

Section 4.06. **No Plan Loans**. The Plan does not permit loans.

ARTICLE V

FUND

Section 5.01. **Fund.** Contributions shall be deposited in the Fund upon receipt, and said Contributions and earnings thereon shall be held and invested by the Board. The Fund assets shall at all times be the property of each Employer, subject to such Employer's creditors until distributed to Participants. Participants and Beneficiaries shall have an unsecured right as to their Benefits under the Plan.

Section 5.02. **Expenses**. All reasonable expenses and fees of the Plan shall be paid from the Fund.

ARTICLE VI

EMPLOYER PARTICIPATION

Employers participating in the plan on January 1, 2008, shall remain a participating Employer. Other Employers may elect to participate in the Plan with respect to its Members by completing the Applicable Form and submitting it to the Administrator. If approved by the Administrator, the Employer shall become a participating Employer in the Plan as of the date set forth on the Applicable Form.

ARTICLE VII

ADMINISTRATION OF PLAN

Section 7.01. **Compliance with Code Section 457(e)(11)**. At all times, the Plan shall be administered in accordance and construed to be consistent with Section 457(e)(11) of the Code and its accompanying regulations.

Section 7.02. **Administrator Duties and Powers**. The Administrator shall have the authority to control and manage the operation and administration of the Plan. The Administrator is authorized to accept service of legal process.

(a) The Administrator shall have such power and authority (including discretion with respect to the exercise of that power and authority) as may be necessary, advisable, desirable or convenient to enable the Administrator to carry out its duties under the Plan. By way of illustration and not limitation, the Administrator is empowered and authorized:

(1) to establish procedures with respect to administration of the Plan, not inconsistent with the Plan and the Code, and to amend or rescind such procedures;

(2) to determine, consistent with the Plan, applicable law, rules or regulations, all questions of law or fact that may arise as to the eligibility for participation in the Plan and eligibility for distribution of benefits from the Plan, and the status of any person

claiming benefits under the Plan, including without limitation, Participants, former Participants, Beneficiaries, Members and Inactive Members;

(3) to make payments from the Fund to Participants, their Beneficiaries and other persons as the Administrator may determine;

(4) subject to and consistent with the Code, to construe and interpret the Plan as to administrative issues and to correct any defect, supply any omission or reconcile any inconsistency in the Plan with respect to same.

(b) Any action by the Administrator, which is not found to be an abuse of discretion, shall be final, conclusive and binding on all individuals affected thereby. The Administrator may take any such action in such manner and to such extent as the Administrator in its sole discretion may deem expedient and the Administrator shall be the sole and final judge of such expediency.

Section 7.03. Advice. The Administrator may employ one or more persons to render advice with regard to its responsibilities under the Plan.

Section 7.04. Delegation by Administrator. In addition to the powers stated in Section 7.02, the Administrator may from time to time delegate to an individual, committee or organization certain of its fiduciary or other responsibilities under the Plan. Any such individual, committee or organization shall remain a fiduciary until such delegation is revoked by the Administrator, which revocation may be without cause and without advance notice. Such individual, committee or organization shall have such power and authority with respect to such delegated fiduciary or other responsibilities as the Administrator has under the Plan.

Section 7.05. Payment of Benefits. The Administrator, if in doubt concerning the correctness of its action in making a payment of a benefit, may suspend payment until satisfied as to the correctness of the payment or the person to receive the payment, or may file, in any state court of competent jurisdiction, a suit, in such form as it considers appropriate, for legal determination of the benefits to be paid and the persons to receive them. The Administrator may also bring a suit or take such other action as it deems appropriate in the case of questions involving investment directions. The Administrator shall comply with the final order of the court in any such suit, and Participants, Beneficiaries, and Employers shall be bound thereby insofar as such order affects the benefits payable under this Plan or the method or manner of payment.

Section 7.06. Limitation on Recovery. Participants and Beneficiaries may not seek recovery against the Administrator or Employer, or any Participant, Member, contractor or agent of Administrator or Employer, for any loss sustained by any Participant or Beneficiary due to the nonperformance of their duties, negligence or any other misconduct of the above-named persons.

ARTICLE VIII

CLAIMS PROCEDURE

Section 8.01. Claims Procedure. Any person who believes that he or she is entitled to any benefit under the Plan shall present such claim in writing to the Firemen's Pension Committee established pursuant to Title 16 of the Delaware Code Section 6652 (referred to in this article as the "Committee"):

(a) The Committee shall provide adequate notice in writing to any claimant as to the decision of any such claim within a reasonable time. Such notice shall be written in a manner calculated to be understood by the Participant. If such claim has been denied, in whole or in part, such notice shall set forth:

(1) the specific reasons for such denial,

(2) specific reference to any pertinent provisions of the Plan on which denial is based,

(3) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary and

(4) an explanation of the review procedure for the Plan.

(b) The claimant or his or her duly authorized representative may review any Plan document which is pertinent to the claim and may submit issues and comments to the Committee in writing.

Section 8.02. Appeals Procedure.

(a) Within sixty (60) days after receipt by the claimant of notification of denial, the claimant shall have the right to present a written appeal, including any additional material to the Committee. If such appeal is not filed within said sixty (60) day period, the decision of the Committee shall be final and binding.

(b) The Committee shall provide in writing to the claimant a decision within a reasonable period of time following receipt of the appeal. Any such decision of the Committee shall provide adequate notice to the claimant setting forth the specific reasons for any denial and written in a manner calculated to be understood by a Participant. All interpretations, determinations and decisions of the Committee with respect to any claim under the Plan shall be made in its sole and absolute discretion based on the Plan document and Delaware Code, and shall be final and conclusive.

ARTICLE IX

AMENDMENT AND TERMINATION OF THE PLAN

Section 9.01. Amendment of Plan. Subject to the Delaware Code, the Administrator may at any time amend or modify this Plan without the consent of the Participants or any Beneficiaries thereof. Any modification, alteration, or amendment of the Plan, made in accordance with this Section, may be made retroactively if deemed necessary or appropriate by the Administrator.

Section 9.02. Effective Date of Amendments. All amendments shall become effective on the date established by the Administrator. No amendments shall deprive any Participant of any of the benefits to which the Participant is entitled under this Plan with respect to amounts earned prior to the effective date of the amendment.

Section 9.03. Termination. The Plan may be completely terminated at any time. In such an event, the Administrator shall be responsible for directing distribution of all assets of the Fund to pay any Vested Benefits as soon as administratively practicable after the termination of the Plan.

ARTICLE X

NONASSIGNABILITY

The interests of each Participant or Beneficiary under the Plan are not subject to the claims of the Participant's or Beneficiary's creditors; and neither the Participant nor any Beneficiary shall have any right to sell, assign, transfer, or otherwise convey the right to receive any payments hereunder or any interest under the Plan, which payments and interest are expressly declared to be non-assignable and non-transferable. The Plan does not recognize domestic relations orders.

ARTICLE XI

MISCELLANEOUS

Section 11.01. Federal Taxes. The Administrator does not guarantee that any particular Federal or State income, payroll or other tax consequence will occur because of participation in this Plan.

Section 11.02. Contract. This Plan, including any properly adopted or executed amendments thereof, shall constitute the total agreement or contract between the Employer and any Participant regarding the Plan. No oral statement regarding the Plan may be relied upon by any Participant or other person.

Section 11.03. Conflicts. In resolving any conflict between provisions of the Plan and in resolving any other uncertainty as to the meaning or intention of any provision of the Plan, the interpretation that (i) causes the Plan to comply with all applicable requirements of the Code and

(ii) causes the Plan to comply with all applicable Delaware statutes and rules, shall prevail over any different interpretation.

Section 11.04. Limitation on Rights. Neither the establishment or maintenance of the Plan, nor any amendment thereof nor any act or omission under the Plan (or resulting from the operation of the Plan) shall be construed:

(a) as conferring upon any Participant, Beneficiary or any other person a right or claim against the Fund, Administrator or Employer, except to the extent that such right or claim shall be specifically expressed and provided in the Plan;

(b) as creating any responsibility or liability of the Administrator or Employer for the validity or effect of the Plan;

(c) as a contract between the Administrator or Employer and any Participant or other person;

(d) as being consideration for, or an inducement or condition of, employment of any Participant or other person, or as affecting or restricting in any manner or to any extent whatsoever the rights or obligations of the Employer or any Participant or other person to continue or terminate the employment relationship at any time; or

(e) as giving any Participant the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or other person at any time.

Section 11.05. Mistaken Contributions. If any Contribution (or any portion of a Contribution) is made to the Plan by a good faith mistake of fact, then within one year after the payment of the Contribution, and upon receipt in good order of a proper request approved by the Administrator, the amount of the mistaken contribution (adjusted for any income or loss in value, if any, allocable thereto) shall be returned directly to the Participant or, to the extent required or permitted by the Administrator, to the Employer.

Section 11.06. Erroneous Payments. If the Administrator makes any payment that according to the terms of the Plan and the benefits provided hereunder should not have been made, the Administrator may recover that incorrect payment, by whatever means necessary from the person to whom it was made or from any other appropriate party. For example, if any such incorrect payment is made directly to a Participant, the Administrator may deduct it when making any future payments directly to that Participant. Any overpayments of benefits to a pensioner shall be recovered by the Administrator who, after written notice to the pensioner, shall withhold the amount due from the pensioner's monthly pension benefit within a 12 month period, provided that the amount of monthly withholding may not exceed 15% of the monthly pension benefit. If repayment of any overpayment amount will require more than 12 months, the withholding shall be made at the rate of 15% of the monthly pension benefit until the overpayment has been recovered in full.

Section 11.07. Payments to Minors and Incompetents. If a Participant or Beneficiary entitled to receive any benefits hereunder is a minor or is adjudged to be legally incapable of giving valid receipt and discharge for such benefits, or is deemed so by the Administrator, benefits will be paid to such person as the Administrator may designate for the benefit of such Participant or Beneficiary. Such payments shall be considered a payment to such Participant or Beneficiary and shall, to the extent made, be deemed a complete discharge of any liability for such payments under the Plan.

Section 11.08. Procedure on Nonvested Termination. The Employer may request a withdrawal of Contributions made with respect to a Participant when the following occur: (i) a non-vested Participant has a Severance from Employment, (ii) the non-vested Participant does not withdraw Contributions, and (iii) the non-vested Participant cannot be located after a reasonable period of time as determined by the Employer. In accordance with procedures adopted by the Administrator, Contributions with respect to such a Participant may be returned to the Employer.

Section 11.09. Release. Any payment to any Participant shall, to the extent thereof, be in full satisfaction of the claim of such Participant being paid thereby and the Administrator may condition payment thereof on the delivery by the Participant of the duly executed receipt and release in such form as may be determined by the Administrator.

Section 11.10. Liability. The Administrator shall not incur any liability in acting upon any notice, request, signed letter, telegram or other paper or document or electronic transmission believed by the Administrator to be genuine or to be executed or sent by an authorized person.

Section 11.11. Governing Laws. The law of the State of Delaware shall apply in determining the construction and validity of this Plan.

Section 11.12. Necessary Parties to Disputes. Necessary parties to any accounting, litigation or other proceedings relating to the Plan shall include only the Administrator. The settlement or judgment in any such case in which the Administrator is duly served shall be binding upon all affected Participants in the Plan, their Beneficiaries, estates and upon all persons claiming by, through or under them.

Section 11.13. Severability. If any provision of the Plan shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of the Plan shall continue to be fully effective.

Section 11.14. Supersession. The terms of the Plan shall supersede any previous agreement between the parties pertaining to the Plan.

Section 11.15. Counterparts. This Plan may be executed in one (1) or more counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF the undersigned have executed this amended and restated Plan effective on the dates indicated herein.

"ADMINISTRATOR"

STATE BOARD OF PENSION TRUSTEES

_____ _____

Date as its duly authorized agent

I/1960316.3

Revised 9/3/14

DELAWARE VOLUNTEER FIREMEN'S PENSION PLAN OVERVIEW

The **Delaware Volunteer Firemen's Pension Plan** is provided for under Title 16, Chapter 66A, of the Delaware Code, as amended, effective January 1, 2008 as a Length of Service Award Plan (LOSAP).

The following are some highlights of the plan and general information:

PENSION TYPES AND SERVICE REQUIREMENTS

Service Award/Pension – Age 60 with at least 10 years of credited service.

- A member shall become eligible to receive a pension beginning with the first month after attainment of age 60 if he/she has a minimum of 10 years of credited service.
- Service prior to July 1, 1986 was granted on the basis of 1 year of credited service for each 3 years of service as certified and purchased by the fire company.
- A pension benefit will be calculated on a maximum of 25 years of credited service.
- Credited years of service do not have to be consecutive.
- As long as a member has not met their maximum 25 years of credited service, they can continue to earn service credit after reaching age 60. They are not required to start collecting their pension benefit when they reach age 60.

Service Award/Pension Application - Applications may be filed when a member has attained age 60 and has at least 10 years of credited service.

- Effective date of pension is the month following attainment of age 60.
- If a member is retiring the year in which they turn age 60, they may complete that year and have the company pay their $60.00 contributions and the effective date of pension would be 1/1/XXXX of the next year.

Vested Award/Pension – An inactive member with a vested right to a pension (at least 10 years of credited service) shall become eligible to receive a pension beginning with the first month after his/her attainment of age 60.

Vested Award/Pension Application

- A vested pension application should be filed when a member is no longer active and has at least 10 years of credited service.
- Effective date of the vested pension will be the month following attainment of age 60.
- A member's vested right shall be forfeited upon his/her application for a refund of his/her accumulated contributions, and his/her membership shall be canceled.

NOTE: A member who has filed a Vested Pension application with our office should notify the Office of Pensions (in writing including date and signature) if mailing address has changed.

GENERAL INFORMATION

The Fire Company or Auxiliary Pension Officer is responsible for the preparation of your pension application and related documents; having you sign the application and other forms, and submitting this paperwork to the Pension Office. We recommend that you contact your Pension Officer at least three months before you plan to retire to begin the application process. Refunds and pension applications cannot be processed during the annual billing period from October through March. Pension Applications received during this period will be processed following the annual billing retroactive to the effective date.

REQUIRED DOCUMENTS (Submit with Service and/or Vested Pension applications):

- Pension Application Documents Checklist

Personal Documents

- Birth Certificate – If member has a Delaware driver's license issued on or after 7/1/2010 that shows a gold star in the upper right corner (indicating federal identification compliant), he/she will not be required to provide proof of legal name, date of birth or citizenship (provided the current name is the same as that on the DE driver's license).
- Marriage Certificate - Required for applicants to trace name changes from birth to present.
- Divorce Decree - Required for applicants to trace name changes from birth to present.
- Social Security Card - Must be a signed copy and issued by Social Security.

Payroll Documents

- Direct Deposit Authorization Form (Form DA). **Direct deposit is mandatory**
- Tax Withholding Election Form (Form TWE).

Refund of Member's Contributions – Terminates Membership in Pension Plan

- Member with less than 10 years of pension creditable service, the member contributions will be refunded to the Fire Company with or without the authorization of the member.
- Member with 10 years or more of pension creditable service, the member contributions will be refunded to the member.

Repayment of Member's Contributions – Reinstates Prior Service

- Member or Pension Officer should contact the Office of Pensions, upon a member's return to active service, to request a repayment calculation. The repayment calculation will include contributions and interest withdrawn, plus interest accrued from date of withdrawal to date of return to active volunteer fire or auxiliary service.

Annual Statements

Statements are distributed annually to members each spring for the prior calendar year. Members should review these statements for accuracy and report any discrepancies in a timely manner to the Pension Officer/End User for correction.

Annual Statements include:

- Personal information
- Pension Service
- Member Contributions

- Pension Benefit Calculation for members with at least 10 years of pension service
- Designated Beneficiary(ies)

Forms

P-1 Member Actuarial Form

Members should complete for the following reasons:

- New Member (Completed online during billing)
- Name Change – A copy of signed Social Security card with new name is required
- Change of Marital Status – A copy of the marriage certificate is required
- Transfer from one participating fire company/ auxiliary to another (Completed online during billing)

CA Form (Change of Address)

- Member should complete to change his/her address

BEN-1 Designation/Change of Beneficiary

- Member should complete to make a change to his/her beneficiary

WB-F Application for Withdrawal Benefit

- Member should complete if no longer an active member of a participating fire company/ladies auxiliary and the member has less than 10 years of pension creditable service.

AP-F Application for Pension

Pension Officer should complete for the following reasons:

- 25 Years of pension creditable service
- 10 Years or more and age 60
- 10 Years or more and no longer an active fire member

Form ADC – Pension Application Document Checklist

- Required with Pension Application

Form DA - Bank/Credit Union Deposit Authorization

- Mandatory Direct Deposit – Required with Pension Application

Form TWE – Tax Withholding Election Form

- Mandatory Direct Deposit – Required with Pension Application

DB-F Application for Death Benefit Payment

- In case of the death of an active or inactive member of the LOSAP, the Pension Officer must complete Form DB-F and forward to the Office of Pensions along with a certified copy of the death certificate.

BENEFIT CALCULATOR

Award/Pension Benefit Calculation

Number of years of credited service	_____	Maximum 25 Years
Multiplied by	X____$5.00	
Equals Monthly Benefit Amount	$_____	Maximum Benefit $125.00

Effective the 1st day of the month after the member's 60th birthday, if the member has pension service credit of at least 10 years.

DISCLAIMER: IN THE CASE OF CONFLICT BETWEEN THIS DOCUMENT AND THE PLAN, THE PLAN PREVAILS.

INSTRUCTIONS

MEMBER ACTUARIAL FORM
(FORM P-1)

http://delawarepensions.com/forms/Documents/P-1ActuarialFormRev10-11-12.pdf

- Members eligible to join the D.V.F.A. Pension Plan are required to complete an Actuarial Form. During the annual billing period, all new and transferred members receiving credit for the current billing year should be added to your online billing roster in PeopleSoft. The Actuarial form completed through PeopleSoft should be submitted electronically and then printed for the member's signature. The original signed Actuarial Form (P-1) must be submitted to the Pension Office. The company should keep a copy on file.

- Actuarial Forms (P-1's) should be completed by members of the D.V.F.A. Pension Plan for the following reasons:

  (a) New Member

  (b) Name Change

  (c) Change of Marital Status

  (d) Transfer from one participating Fire Company/Auxiliary to another

The original signed actuarial form for new members must be forwarded to the Pension Office following the annual billing period by March 31st. All new members receiving credit for the current billing year must be entered into the PeopleSoft system in order for the member to receive service credit for that year.

CHANGE OF ADDRESS
(FORM CA)

http://delawarepensions.com/forms/General/addressChange.pdf

- Members of the D.V.F.A Pension Plan should complete a Change of Address form to change his/her address. The form requires the member to sign the form.

NOTE: Please keep in mind that it is very important that we have the most current address for all members. This is so they will be able to receive their Annual Statements that are mailed out in April/May of each calendar year.

DESIGNATION OR CHANGE OF BENEFICIARY (FORM BEN-1)

http://www.delawarepensions.com/forms/Documents/changeofbeneficiary_ben1.pdf

- Members can submit an original signed and dated copy of the Designation or Change of Beneficiary Form (BEN-1) to the Pension Office in order to change or designate a beneficiary (ies). The company should keep a copy on file. The most recent beneficiary form on record with the Pension Office will be utilized in the event contributions need to be refunded to a beneficiary(ies).

- If death of a member occurs, the members' contributions will be refunded to the beneficiary (ies) regardless of the years of service the member served.

APPLICATION FOR WITHDRAWAL BENEFIT
(FORM WB-F)

http://www.delawarepensions.com/forms/fireman/WithdrawalBenefit_Fire.pdf

Any member leaving the D.V.F.A. Pension Plan may file Form WB-F to withdraw his or her contributions from the D.V.F.A. Pension Fund. Withdrawal of contributions terminates membership in the Pension Plan.

- Members with less than 10 years of pension creditable service,
  Member contributions will be refunded to the Fire Company

- Member with 10 years or more of pension creditable service,
  Member contributions will be refunded to the member and cannot be removed from the roster, unless the member signs the WB-F

- If Fire Company member cannot be located or does not sign WB-F Form:

  Submit to the Office of Pensions:
  - WB-F signed by inactive member or Fire Company/Auxiliary authorized Pension Officer/End User
  - Copy of Fire Company Board minutes with motions (first & second) showing approval of the removal of the members from the Fire Company LOSAP for inactivity with less than 10 years of service
  - Copy of Driver's License

NOTE: The Fire Company will not be refunded for any member with 10 or more years of service. If the vested member does not wish to be refunded and the member is inactive, a Vested Pension Application should be completed and submitted to the Office of Pensions.

All required documentation must be received in order for the refund to be processed. Refunds and pension applications cannot be processed during the annual billing period from November through March. Pension Application received during this period will be processed following the annual billing retroactive to the effective date.

Requests received for refunds after October 1 will be processed after annual billing process is complete.

INACTIVE NON-VESTED FIREFIGHTER CONTRIBUTORY REFUNDS

FIRE COMPANY PROCEDURES AS OF NOVEMBER 17, 2009

Complete the Withdrawal of Benefits Form (WB-F). The inactive member and Fire Company Pension Officer should sign the form. The Pension Officer should make a good faith effort to contact the inactive member and request the inactive member complete the WB-F form. In the event the member does not respond, the following process should be followed.

If inactive member does not respond to the Pension Officer's attempts to have the member sign the WB-F Form or if the member has relocated and not informed the Fire Company of his/her new address and the written requests made by the Pension Officer/Fire Company have been returned as undeliverable; submit the following to the Office of Pensions:

- **WB-F signed by Fire Company Pension Officer.**
- **Copy of Fire Company's Board minutes indicating removal of member as an active member from Fire Company for inactivity (non-participation). *Please note that we must receive copies of actual meeting minutes including the names of the inactive members showing motions were made and approved to terminate the membership.**

Pension forms should be sent to the last known address on your Company's records. If you do not know the current address of an inactive member, you must submit the Vested Pension Application with an explanation of inability to contact the member. The Pension Officer must sign the Vested Pension Application.

NOTE: **The Fire Company will not be refunded for any member with 10 or more years of service.** Vested Pension Application should be completed by the Pension Officer and submitted to the Office of Pensions. Only the inactive member can request to withdraw her/her contributions and the WB-F Form must be completed by that member.

http://delawarepensions.com/pensionPlans/firemen/FiremanPDFs/DVFA%20Termination%20of%20Inactive%20LOSAP%20Members.pdf

APPLICATION FOR PENSION
(FORM AP-F)

http://delawarepensions.com/forms/fireman/PensionApplication_Fire.pdf

(1) **Service** pension applications must be filed by the company when a member has attained age 60 and has at least 10 years of credited service. The effective date of the pension is the first day of the month following the attainment of age 60. If the member received service credit for the year he/she turned age 60, then the effective date will be January 1st of the following year.

(2) **Vested** pension applications should be filed by the company when a member is no longer active and has at least 10 years of credited. The effective date of the pension is the month following the attainment of age 60.

(3) The applicant's signature must be notarized.

(4) The following items must accompany the pension application:

(a) Document Checklist

(b) Proof of birth date

(c) Copy of the member's signed Social Security Card

(d) Direct Deposit Authorization (Form DA)
NOTE: Direct Deposit is mandatory

(e) Tax Withholding Election (Form TWE)

Refunds and pension applications cannot be processed during the annual billing period from November through March. Pension Application received during this period will be processed following the annual billing retroactive to the effective date.

PENSION APPLICATION DOCUMENTS CHECKLIST
(FORM ADC)

http://www.delawarepensions.com/forms/fireman/DocumentChecklist_Fire.pdf

Must be submitted with the application

SUGGESTED DOCUMENTS WHICH MAY BE SUBMITTED TO PROVE NAME, DATE OF BIRTH OR AGE, AND PLACE OF BIRTH TO THE AGENCY OR PARTY (IES) NEEDING THIS PROOF

One (1) of the Following:

1. **Social Security Administration Form 2458**
2. **Statement from the record of the doctor in attendance at birth**
3. **A hospital, nursing, or clinic record** *(showing age at given time)*
4. **A baptismal certificate, cradle roll or other church record** *(The copy of the Church Record must be signed by the Minister or Custodian of Records. The copy of the record should state the full name, birth date, birthplace, and parent's names.)*

Any Two (2) of the Following:

1. **Insurance policy or photocopy of medical record section**
2. **Birthday books**
3. **Family Bible record or photocopy of page where birth is recorded** - *Record must be unchanged and appear to be made close to the time of birth.*
4. **School record** - *A statement signed by the school official should show name, age or date of birth, place of birth and date record was established.*
5. **Birth Certificate of own child** - *Which shows full name, age and birthplace of the parent.*
6. **Marriage Record**
7. **Employment Record** - *Statement signed by employing official showing the name, birth date or age and the date of entering employment.*
8. **Military Record** – *Military discharge or statement made by Adjutant General or other officer taken from State or Federal Records.*
9. **Federal Census Record** – *Verification of date and place of birth by the Bureau of the Census Records made next following the date of birth. Apply to Bureau of the Census, Pittsburg, Kansas 66762.*
10. **Voting Record** – From the Department of Elections
11. **Motor Vehicle Operator's License**
12. **Passport**
13. **Naturalization papers**
14. **Other Record**(s) – *Any authentic recorded document dated near the date of birth on which the needed proof would appear.*

STATE OF DELAWARE

VOLUNTEER FIREMEN'S PENSION PLAN

SAMPLE Application for Pension

I hereby apply for a Delaware Volunteer Firemen **Service** pension under the provisions of Title 16, Chapter 66A

effective **January 1, 2013**.

Name: **John A. Firefighter** S.S. No.: **000-00-0000**

Street Address: **123 Any Street**

City, State, ZIP: **Any Town DE 99999-1111** Date of Birth: **October 18, 1944**

Company: **Any Company Vol. Fire** Telephone: **(302) 111-2222**

CERTIFICATION BY APPLICANT

I have reviewed and hereby certify that all information is accurate and true to the best of my knowledge and belief.

Sworn to and subscribed
before me this _____ day of
_____, 20____.

_____ _____

(Notary Public) *(Signature of Applicant)*

CREDITABLE SERVICE OF MEMBER

FROM			THROUGH			PERIOD COVERED			NAME OF VOLUNTEER ORGANIZATION
Month	Day	Year	Month	Day	Year	Years	Months	Days	
01	01	1986	12	31	2004	01 19			TOTAL ACTIVE SERVICE PRIOR TO 1/1/86 5 YEARS Any Company Vol. Fire Co.
TOTAL CREDITABLE SERVICE						20			

CERTIFICATION BY ORGANIZATION

I hereby certify that all information given for **John A. Firefighter**, the applicant for pension, is accurate and true to the best of my knowledge and belief.

_____

(Authorized Signature)

_____

(Title) *(Date)*

SAMPLE Continuous Active Service

Revised 9/3/14

STATE OF DELAWARE

VOLUNTEER FIREMEN'S PENSION PLAN

SAMPLE **Application for Pension**

I hereby apply for a Delaware Volunteer Firemen **Vested** pension under the provisions of Title 16, Chapter 66A

effective **April 1, 2014**.

Name: **John A. Firefighter** S.S. No.: **000-00-0000**

Street Address: **123 Any Street**

City, State, ZIP: **Any Town, DE 99999-1111** Date of Birth: **March 21, 1945**

Company: **Any Company Vol. Fire Co.** Telephone: **(302) 111-2222**

CERTIFICATION BY APPLICANT

I have reviewed and hereby certify that all information is accurate and true to the best of my knowledge and belief.

Sworn to and subscribed
before me this _____ day of
_____, 20____.

_____ _____

(Notary Public) *(Signature of Applicant)*

CREDITABLE SERVICE OF MEMBER

FROM			THROUGH			PERIOD COVERED			NAME OF VOLUNTEER ORGANIZATION
Month	Day	Year	Month	Day	Year	Years	Months	Days	
						07			TOTAL ACTIVE SERVICE PRIOR TO 1/1/86 21 YEARS
01	01	1986	12	31	1990	05			Any Company Vol. Fire Co.
01	01	1992	12	31	2000	09			Any Company Vol. Fire Co.
TOTAL CREDITABLE SERVICE						21			

CERTIFICATION BY ORGANIZATION

I hereby certify that all information given for **John A. Firefighter**, the applicant for pension, is accurate and true to the best of my knowledge and belief.

_____

(Authorized Signature)

_____

(Title) *(Date)*

Sample Vested Pension (Payable the month following attainment of age 60)
NOTE: PAYROLL DOCUMENTS ARE NOT REQUIRED TO BE SUBMITTED WITH A VESTED PENSION APPLICATION

Revised 9/3/14

BANK/CREDIT UNION DEPOSIT AUTHORIZATION
(FORM DA)

http://delawarepensions.com/forms/Documents/DepositAuthorization.pdf

- Direct deposit is **mandatory**.
- Form must be completed, signed and dated
- Have member ensure routing and account numbers are legible and correct

TAX WITHHOLDING ELECTION
(FORM TWE-1)

http://delawarepensions.com/forms/Documents/TWE%20Form_Updated%2092014.pdf

- Form must be completed, signed and dated.
- If the member is receiving another State sponsored pension benefit, the LOSAP benefit will be combined with the other pension and the tax withholding election should be based on the combined gross benefit amount of all pensions which will be received as one monthly payment via direct deposit. Please contact the Pension Office for additional information.

APPLICATION FOR DEATH BENEFIT
(FORM DB-F)

http://www.delawarepensions.com/forms/fireman/DeathBenefit_Fire.pdf

In the case of the death of an **active** member of the D.V.F.A. Pension Plan, the company must complete Form DB-F and forward to the Pension Office together with a copy of the death certificate. If you are unable to obtain a copy of the death certificate, please contact the Office of Pensions for assistance. Please notify the Office of Pensions regarding the death of the member.

NOTE: Form DB-F is not required for vested members or for retired members receiving a monthly pension benefit. The Office of Pensions is responsible for obtaining documentation for these members.

Upon the death of a member, inactive member, or retired member, the designated beneficiary (ies) will receive a lump sum payment of accumulated member contributions and earned interest remaining after the total of all pension payments received by the deceased has been deducted from the member's contributory account. In the absence of a designated beneficiary (ies), payment of excess contributions and earned interest will be paid to the member's estate.

Visit Our Website

www.delawarepensions.com

or call us at

(302) 739-4208 or toll free 1-800-722-7300

Forms and templates are available on the website

Office of Pensions - DVFA Annual Billing

NEED HELP?

Who do I contact for all Fire Company/Auxiliary Pension Plan or billing related questions?

Manual Load Office Staff
Open_Manual_Loads_Help@state.de.us
(302) 739-4208 or (800) 722-7300

Who do I contact with Security Access issues?

ERP Functional Team
Please include your SSL VPN & PeopleSoft UserID with all security issues.
Open_ERP@state.de.us
(302) 739-4208 or (800) 722-7300

Where do I find Pension Plan and Forms information?

http://delawarepensions.com/pensionPlans/firemen/fire_menu.shtml

Who do I notify regarding Fire Company/Auxiliary representative contact changes and computer access?

http://pensionstraining.delaware.gov/

Revised 9/3/14