

CITY OF VINELAND

RESOLUTION NO. 2017-334

RESOLUTION ADOPTING AN UPDATED PLAN
DOCUMENT FOR AN EXISTING EMERGENCY SERVICES
VOLUNTEER LENGTH OF SERVICE AWARD PROGRAM

WHEREAS, the City Council of the City of Vineland adopted a Length of Service Award Plan (Plan), effective July 27, 1999, for the purpose of enhancing the City's ability to retain and recruit volunteer firefighters; and

WHEREAS, on March 29, 2001, the City Council of the City of Vineland adopted a Resolution retaining the Variable Annuity Life Insurance Company (VALIC) as the contractor under the Plan; and

WHEREAS, the City Council adopted the VALIC, Length of Service Award Plan Document approved by the Division of Local Government Services and assigned identifier 02-LOSAP-VALIC-120800, effective March 27, 2001; and

WHEREAS, the City Council desires to adopt the updated VALIC, Length of Service Award Plan Document approved by the Division of Local Government Services and assigned identifier 07-LOSAP-VALIC-040209, said Plan Document is attached hereto and made a part hereof will;

WHEREAS, the Chief of the Fire Department has recommended City Council favorably approve said resolution to adopt the updated VALIC, Length of Service Award Plan Document.

NOW THEREFORE BE IT RESOLVED that the Council of the City of Vineland hereby adopts the VALIC Length of Service Award Plan Document approved by the Division of Local Government Services and assigned identifier 07-LOSAP-VALIC-040209 effective upon the adoption of this resolution accordance with the law.

BE IT FURTHER RESOLVED that the Chief Financial Officer of the city of Vineland is hereby authorized to execute the said document and to submit a certified copy of this Resolution to the Director of the Division of Local Government Services.

Adopted:

President of Council

ATTEST:

City Clerk

**EMERGENCY SERVICES VOLUNTEER
LENGTH OF SERVICE AWARD PLAN**

ARTICLE I. INTRODUCTION

- 1.01 Establishment of Plan. City of Vineland (hereinafter the "Sponsoring Agency"), a governing body of either a municipality (in the case of municipal volunteer organizations) or fire district (in jurisdictions where fire districts operate), or emergency service squad, hereby establishes the City of Vineland LENGTH OF SERVICE AWARD PLAN (hereinafter the "Plan"). The Plan is intended to qualify as a length of service award plan excluded under section 457(e)(11) of the Internal Revenue Code of 1986, as amended ("Code"), from being treated as a plan providing for the deferral of compensation.
- 1.02 Purpose of the Plan. The purpose of this Plan is to enhance the Sponsoring Agency's ability to retain and recruit volunteer firefighters and volunteer members of emergency service squads. Nothing contained in this Plan shall be deemed to constitute an employment agreement between any Participant and the Sponsoring Agency and nothing contained herein shall be deemed to give any Participant any right to be retained in the service of the Sponsoring Agency.

ARTICLE II. PLAN ELECTIONS

- 2.01 Plan Effective Date. (Check one.)
- This Plan is being established by the Sponsoring Agency effective _____, _____.
- This Plan replaces the Plan previously established by the Sponsoring Agency and is effective on _____, _____ (hereinafter the "Effective Date"). *Resolution Date*
- 2.02 Sponsoring Agency-Directed Accounts. The Sponsoring Agency shall direct the investment of amounts that are remitted to the issuer, trustee or custodian prior to the date on which the Participant or Beneficiary exercises his right to direct the investment of his account as described in section 9.05. (Check one.)
- Yes.
- No. Section 9.05 shall not apply to this Plan.
- 2.03 In-service Distributions. (Check one.)
- Yes. Withdrawals under section 10.04 shall be available under this Plan.
- No. Withdrawals under section 10.04 shall not be available under this Plan.

2.04 Unforeseeable Emergency Withdrawals. (Check one.)

Yes. Withdrawals under section 10.05 shall be available under this Plan.

No. Withdrawals under section 10.05 shall not be available under this Plan.

ARTICLE III. DEFINITIONS

- 3.01 Account: The account maintained for each Participant reflecting the cumulative amount of each Participant's length of service awards, including any income, gains, losses, or increases or decreases in market value attributable to the investment of the Participant's length of service awards, and further reflecting any amounts accepted as a transfer under section 10.01, any distributions to the Participant or the Beneficiary, and any fees or expenses charged against the Participant's length of service awards.
- 3.02 Accounting Date: The annual date at the close of the fiscal year when the Sponsoring Agency provides an accounting of its length of service award agreement and appraises all Participants of the value of their Accounts.
- 3.03 Active Volunteer Member: A person who has been so designated by the governing board of a duly created emergency service organization and who is faithfully and actually performing volunteer service in that organization.
- 3.04 Beneficiary: The person, persons or legal entity designated by a Participant to receive any undistributed benefit that becomes payable in the event of a Participant's death. If more than one designated Beneficiary survives the Participant, payments shall be made equally to the surviving Beneficiaries, unless otherwise provided in the Agreement. If no Beneficiary is designated in the Agreement or if no designated Beneficiary survives the Participant, then the estate of the Participant shall be the Beneficiary. However, a Participant may designate a contingent Beneficiary (or Beneficiaries) who shall become the primary Beneficiary (or Beneficiaries) under this Plan in the event that no primary Beneficiary survives the Participant.
- 3.05 Code: The Internal Revenue Code of 1986, as amended.
- 3.06 Contractor: The Variable Annuity Life Insurance Company, an insurance company authorized by the Commissioner of Banking and Insurance to do business in the State of New Jersey, or such other entity authorized to do business in New Jersey as the Sponsoring Agency designates to provide investments or perform administrative services or both under this Plan.
- 3.07 Director: The Director of the Division of Local Government Services, Department of Community Affairs, of the State of New Jersey.
- 3.08 Division: The Division of Local Government Services within the Department of Community Affairs.

- 3.09 Emergency Service Organization: A fire or first aid organization, whether organized as a volunteer fire company, volunteer fire department, fire district or duly incorporated emergency service squad.
- 3.10 Emergency Service Squad: A duly incorporated volunteer first aid, emergency or volunteer ambulance or rescue squad association.
- 3.11 Independent Auditor: A registered municipal accountant for a municipality or county pursuant to N.J.S.A. 40A:5-4 or a certified public accountant for a fire district pursuant to N.J.S.A. 40A:5A-15.
- 3.12 Investment Option: A form of investment made by the Administrator on behalf of the Sponsoring Agency and approved by the Director and approved for sale by the New Jersey Insurance Department of one or more of the following types: (1) a group fixed annuity contract issued by an insurance company authorized to do business in the State of New Jersey; (2) a group variable annuity contract issued by an insurance company authorized to do business in the State of New Jersey; (3) a combination group fixed and variable annuity contract issued by an insurance company authorized to do business in the State of New Jersey; or (3) shares of regulated investment company stock (*i.e.*, mutual fund shares). Except for individual annuities, amounts awarded shall be pooled for investment in authorized Investment Options and the return on investments apportioned on a prorated basis among all Participants in the Plan after deductions for reasonable administrative costs.
- 3.13 Joinder Agreement: The document signed by a Participant to authorize participation in the Plan. Such Joinder Agreement shall specify the amount to be awarded, specify the Participant's Investment Option or Investment Options with respect to his award, designate the Participant's Beneficiary or Beneficiaries, and incorporate the terms, conditions, and provisions of this Plan by reference. Once a Joinder Agreement is signed, the Participant and Beneficiary waive all claims and rights to commute, sell, assign, or otherwise use or transfer rights to receive any payments under the Plan, which payments and rights are expressly declared to be nonassignable and nontransferable.
- 3.14 Local Plan Administrator: The person or group of local public officials or employees, including the local governing body, appointed by the Sponsoring Agency to act as the agreement representative with respect to the Contractor and to perform the agreement duties, if any, that are not to be performed by the Contractor under the terms of a length of service award plan agreement.
- 3.15 Participant: An active volunteer member who is eligible for benefits under the Plan and who has enrolled in this Plan pursuant to the requirements of Article V. Notwithstanding any other provision of this Plan, an individual shall not be treated as a Participant in this Plan for any period unless such individual is a "bona fide volunteer" within the meaning of Code section 457(e)(11)(B)(i).
- 3.16 Sponsoring Agency: The governing body of a municipality or fire district.
- 3.17 Termination of Service: For purposes of this Plan, a Participant will have

terminated service as of the first day of the calendar month after which the Participant fails to complete a Year of Active Emergency Service.

- 3.18 Year of Active Emergency Service: A 12-month period during which an active volunteer member participates in the fire or first aid service and satisfies the minimum requirements of participation established by the Sponsoring Agency on a consistent and uniform basis. Notwithstanding any other provision of this Plan, no period shall be treated as a Year of Active Emergency Service with respect to an active volunteer member unless the services rendered by such active volunteer member during such period are "qualified services" within the meaning of Code section 457(e)(11)(C).

ARTICLE IV. ADMINISTRATION

- 4.01 Duties of the Local Plan Administrator. This Plan shall be administered under the direction of the Local Plan Administrator who shall represent the Sponsoring Agency in all matters concerning the administration of this Plan and who shall ensure the sound and proper administration of the Plan, which shall include, but not be limited to, the proper, accurate and adequate accounting and reporting of all funds. The Local Plan Administrator shall have responsibility for the transfer of awarded funds to the Contractor for investment. The Local Plan Administrator shall have full power and authority to issue directives affecting the administration of the Plan or to otherwise interpret the provisions of same, provided such action is not inconsistent with P.L. 1977, C. 381 and P.L. 1980, C. 78, and regulations promulgated thereunder. Any decision of the Local Plan Administrator with respect to the administration of the Plan shall be final. The Administrator shall have the authority to make any discretionary decisions affecting the rights or benefits of Participants which may be required in the administration of this Plan; provided, however, that no person acting as Administrator may participate in any discretionary decision directly affecting his individual participation in the Plan.
- 4.02 Duties of the Contractor. The Contractor appointed by the Sponsoring Agency shall perform such nondiscretionary administrative functions in connection with the Plan as shall be set forth in its agreement with the Sponsoring Agency, including the maintenance of Participants' accounts and the provision of periodic reports, not less frequently than annually, of the status of each Account and the value or balance of the entire Plan to the Local Plan Administrator, which reports shall remain the property of the Sponsoring Agency.

All records regarding participation, the amount of awards, account balances, withdrawals, and any other information regarding a Participant's account shall be held confidential by the Contractor, the Local Plan Administrator, and any other persons performing services in connection with the Plan. Summary plan information, including, but not limited to, cash flow analysis, investment reports, audits and annual reports, shall be made available by the Local Plan Administrator and Contractor upon a written request from a Participant or the Director.

The Contractor shall post a bond obtained from an organization duly authorized and licensed to provide such bond in the State of New Jersey, to protect the Plan

and Sponsoring Agency from any loss resulting from fraud or dishonesty by the Contractor. The amount of the bond shall not be less than 100 percent of the amount of funds managed by the Contractor.

- 4.03 Contractor Disclosure. The Contractor must fully disclose to the Sponsoring Agency, and to the Participants where appropriate, the fees charged by the Contractor, the fee and commission structure of the Contractor, the investment program offered by the Contractor, and any other pertinent information that the Sponsoring Agency may need in evaluating the Contractor's fee and service.

All service agreements or contracts entered into by the Sponsoring Agency shall contain termination clauses with respect to transfers of assets or responsibility under the Plan.

The Local Plan Administrator shall retain in a safe and secure place the original policies, contracts, or other legal documents executed by the Sponsoring Agency and the Contractor. Such documents shall be retained in accordance with the State of New Jersey record retention requirements as found in N.J.A.C. 15.3.

- 4.04 Annual Audit. The Sponsoring Agency shall have a review of the Plan as part of the annual audit of its books, accounts and financial transactions. The initial review of the Plan shall cover the period from Plan initiation to the end of the fiscal year for the local unit and thereafter, the fiscal year of the Plan shall conform to the fiscal year of the Sponsoring Agency. The review of the Plan shall be made in accordance with the AICPA's Statements on Standards for Accounting and Review Services (codification of Statements on Standards for Accounting and Review Services as of January 1, 1999, as may be amended), subject to such qualitative inquiry and analytical procedures selected and performed, causing attention to questionable items, procedures or practices of a material nature, constituting a need for balances to be adjusted or creating a need for further auditing.

The Contractor shall transmit to the Sponsoring Agency a compilation of financial data in a statement form providing a full accounting of all Plan transactions occurring during the Sponsoring Agency's fiscal year, including beginning and ending fund balances. The accounting for these transactions must reflect each volunteer's award and date the funds were received, the beginning fund balance by Investment Option, earnings and/or losses incurred, administrative charges and fees assessed, any transfers made among Investment Options, all deposits and withdrawals, and the ending fund balance, including any and all adjustments. The Contractor shall also submit to the Sponsoring Agency applicable Plan statements, together with the opinion from its most recent audit report prepared by its independent public accountant.

The Contractor shall furnish a letter to the Director from its independent public account attesting to the adequacy of the Contractor's internal controls.

The Contractor shall certify to the Director that the annual accounting data supplied to the Sponsoring Agency is accurate and complete.

The Independent Auditor shall then evaluate the Sponsoring Agency's records of the funds awarded to the volunteers and the Joinder Agreements against the information transmitted by the Contractor. The independent registered municipal accountant shall make an appropriate statement and express limited assurances thereon. These assurances shall be made a part of the Sponsoring Agency's annual audit pursuant to N.J.S.A. 40A:5-4 or N.J.S.A. 40A:5A-15.

- 4.05 Conflict of Interest and Related Matters. No employee or official of the Sponsoring Agency (or any family member of such person or business in which such person has a 10% or greater proprietary interest) shall have any interest, financial or otherwise, in any contract entered into by the Sponsoring Agency relating to the administration of the Plan. The Sponsoring Agency may not enter into a contract with a Contractor that pays money to an organization of which the Sponsoring Agency is a member for endorsement of the Contractor's Plan.

There shall be no collusion, or evidence or appearance of collusion, between any official, employee or participant of the Sponsoring Agency and any official, employee or representative of any contractor, vendor, insurance company, bank, consultant, brokerage firm or any other profit making or nonprofit firm in solicitation or award of a length of service award plan with the Sponsoring Agency. No organization seeking to be a contractor shall solicit an active volunteer member for participation in any length of service award plan or solicit an active volunteer member to support the efforts of the contractor to secure such a contract.

A representative of a contractor under contract shall not, without the expressed written consent and knowledge of the Sponsoring Agency, communicate with any prospective Participant.

- 4.06 Nondiscrimination. Contractor shall be in full compliance with all Federal and state laws regarding discrimination in its employment or investment policies and practices and shall so certify to the Director.

ARTICLE V. PARTICIPATION IN THE PLAN; VESTING

- 5.01 Immediate Eligibility; Vesting. An Active Volunteer Member shall be eligible to participate in the Plan immediately upon the commencement of the Active Volunteer Member's performance of Active Emergency Services and shall be eligible to vest in the Plan if the Active Volunteer Member has completed at least five years of emergency service.
- 5.02 Initial Participation. An eligible Active Volunteer Member becomes a Participant when he has executed and entered into a Joinder Agreement with the Sponsoring Agency.
- 5.03 One Joinder Agreement Per Year. The Sponsoring Agency and a Participant may execute only one Joinder Agreement for purposes of enrolling in the Plan during any one calendar year.

- 5.04 Expiration of Joinder Agreement. The Joinder Agreement expires upon

termination of service or revocation of awards.

ARTICLE VI. CONTRIBUTIONS

- 6.01 All Benefits Considered. Each Active Volunteer Member's service award shall be subject to contribution requirements as set forth in this Article. In determining whether contribution requirements have been satisfied, all benefits provided under all service award programs instituted by a Sponsoring Agency shall be considered as one program.
- 6.02 Minimum and Maximum Limitations. The Plan shall have minimum and maximum contribution requirements as follows: the minimum contribution for each participating Active Volunteer Member shall be \$100 per Year of Active Emergency Service; and the maximum contribution for each Active Volunteer Member shall be \$1,150 per Year of Active Emergency Service, subject, however, to periodic increases as permitted pursuant to subsection f. of section 3 of P.L. 1997, c.388 (C.40A:14-185). In no event shall the contribution for any Year of Active Emergency Service exceed the accrual limitation in Code section 457(e)(11)(B)(ii).
- 6.03 Withholding. Notwithstanding any other provision in the Plan, the amount of award contributions credited to a Participant's Account pursuant to his Joinder Agreement shall not be treated as compensation subject to Federal income tax withholding or New Jersey Gross Income Tax withholding.

ARTICLE VII. POINTS PROGRAM

A Year of Active Emergency Service commencing after the establishment of the Plan shall be credited for each calendar year in which an Active Volunteer Member accumulates a number of points that are granted in accordance with a schedule adopted by the Sponsoring Agency. Points shall be granted for activities designated by the Sponsoring Agency, which activities may include the following:

- (A) Training courses;
- (B) Drills;
- (C) Sleep-in or standby. A "standby" means line of duty activity of the volunteer fire company, lasting for four hours, not falling under any of the other categories;
- (D) Completion of a one-year elected or appointed position in the organization;
- (E) Election as a delegate to an emergency service convention;
- (F) Attendance at official meetings of the Sponsoring Agency;
- (G) Participation in emergency responses; or
- (H) Miscellaneous activities, including participation in inspections and other non-emergency fire, first aid or rescue activities not otherwise listed.

ARTICLE VIII. PRIOR SERVICE CREDITING

- 8.01 Prior Service Crediting. If provided for in the enabling ordinance or resolution adopted pursuant to section 3 of P.L. 1997, c.388 (C.40A:14-185), not more than 10 Years of Active Emergency Service periods prior to the establishment of this Plan may be credited. Such credit may be granted to the Active Volunteer

Member over as many years as deemed appropriate by the Sponsoring Agency, except that the total amount contributed in any one year shall not exceed the maximum amount allowed by law to be contributed by a Sponsoring Agency.

- 8.02 Review Membership Rosters. To provide credit for service prior to the establishment of the Plan, pursuant to section 8.01, the Sponsoring Agency shall review the prior membership rosters of the emergency service organizations subject to the Plan to determine the number of years' credit for each Participant who is entitled to credit. In making the analysis, the standard for active service set forth in Article VII and adopted by the Sponsoring Agency shall be used. The amount of the contribution provided to Participants for past service may differ from the amount of the current contribution provided under the Plan. The definition of years of active emergency service shall be determined by the bylaws of the participating emergency service organization at the time service was earned. Approval for such prior service shall require certification by the duly designated persons, as determined and defined by the Sponsoring Agency of the participating emergency service organization.

If an Active Volunteer member requests credit for service in more than one volunteer participating emergency service organization, each such emergency service organization shall provide a certification for the appropriate number of years. That credit may be awarded at the discretion of the Sponsoring Agency of the Plan in which the volunteer member seeks to apply the credit. In no event, however, shall a Participant be credited for the same year of active emergency service in more than one service award program. In computing credit for those Active Volunteer Members who also serve as paid employees within a local government unit of the State of New Jersey, credit shall not be given for activities performed during the individual's regularly assigned work periods.

- 8.03 Appeal of Exclusion from Certification List or Denial of Past Service Credit. An Active Volunteer Member whose name does not appear on the approved certification list or who is denied credit for service prior to the establishment of the Plan may appeal within 30 days of posting of the list or within 30 days of denial of past service credit. The appeal shall be in writing and mailed to the clerk or secretary of the governing body of that local government unit, which shall investigate the appeal. The decision of a participating emergency service organization shall be subject to appropriate judicial review.

ARTICLE IX. INVESTMENT OF AWARD CONTRIBUTIONS

- 9.01 Annuity Contracts and Other Plan Investments. For the purposes of measuring and satisfying its obligation to provide benefits under this Plan, the Sponsoring Agency shall invest the amount of each Participant's award contributions in an Investment Option or Investment Options as specified in the Participants' Joinder Agreements. Such investments shall be made within 72 hours, exclusive of Sundays and Holidays, from the time the Contractor receives the funds or is notified that the funds are available for investment.

Responsibility for the selection of Investment Options for Plan assets shall be retained by the Sponsoring Agency, and the Sponsoring Agency shall have the

right to modify the selection of Investment Options from time to time. However, Participants and Beneficiaries may allocate amounts held in their accounts or otherwise credited for their benefit under the Plan among the Investment Options selected by the Sponsoring Agency, and the Sponsoring Agency shall cause such amounts to be so allocated within a reasonable time after the receipt of Participant instructions, or may instruct the issuer, trustee, or custodian to accept such allocation instructions directly from Participants and Beneficiaries as representatives of the Sponsoring Agency.

All amounts awarded under this Plan shall remain the asset of the Sponsoring Agency; the obligation of the Sponsoring Agency to Participants shall be contractual only; and no preferred or special interest in the awards made shall accrue to such Participants. Such funds shall be subject to the claims of the Sponsoring Agency's general creditors until distributed to any or all Participants.

- 9.02 Crediting of Accounts. The Participant's Account shall reflect the amount and value of any investment of the Participant's award contributions. It is anticipated that the Sponsoring Agency's investments with respect to a Participant will conform to the Investment Option(s) selection made in the Participant's Joinder Agreement, but nothing herein shall be construed to require the Sponsoring Agency to make any particular investment of a Participant's award contributions; provided, however, that the Sponsoring Agency shall not cause any award contributions that have been invested in accordance with a Participant's selection of an Investment Option or Investment Options to be liquidated and reinvested under a different Investment Option except at the request of a Participant and in accordance with regulations or rulings promulgated under N.J.A.C. 5:30-11.20.

The Contractor shall provide for a uniform system of accounting for each Participant and for the investment of the funds. Each Participant shall receive periodic reports, not less frequently than annually, showing: the Participant's Account balance as of the last Accounting Date; and the amount of income, gains or losses credited to the Participant's Account since the last report or Accounting Date. The Contractor shall credit to the Plan and to each Participant's Account the return or loss on investment no less than once per month, except for annuity programs.

- 9.03 Sponsoring Agency Liability. The benefits paid to a Participant or Beneficiary pursuant to Article X of this Plan shall be based upon the value of the Participant's Account. In no event shall the Sponsoring Agency's liability to pay benefits exceed the value of the Participant's Account, and the Sponsoring Agency, Local Plan Administrator and the Contractor shall not be liable for losses arising from depreciation or other decline in the value of any investments acquired under this Plan.
- 9.04 Contractor Indemnification. Contractor shall indemnify the Sponsoring Agency and the Local Plan Administrator from any cause of action, together with the reasonable costs of litigation, from acts or omissions by the Contractor.
- 9.05 Sponsoring Agency-Directed Accounts. Notwithstanding any provision of the Plan to the contrary, if so elected by the Sponsoring Agency, the Sponsoring

Agency shall direct the issuer, trustee or custodian with respect to the investment of any contributions that are forwarded to the issuer, trustee or custodian prior to the date on which the Participant or Beneficiary completes the necessary paperwork with the issuer, trustee or custodian (or takes such other action or actions as may be necessary) to direct the investment of such amounts. Such direction shall be communicated to the issuer, trustee or custodian by means of a separate written agreement between the Sponsoring Agency and issuer, trustee or custodian, which agreement will include a default investment option and a default beneficiary designation. This direction shall be effective only until such time as the Participant or Beneficiary exercises his right to direct the investment of such amounts.

ARTICLE X. BENEFITS

10.01 Payment. Except as otherwise provided in this Article, the Participant shall be entitled to receive from the Sponsoring Agency payment of the vested portion of the Participant's Account on the date and according to the benefit payment form selected by the Participant in the Joinder Agreement or if the date or benefit payment form selected is not effective, then the Participant shall be entitled to payment and such payment shall be made in the form of a lump sum of the vested portion of the Participant's Account within 90 days following the end of the calendar year in which the Participant attains age 65. Furthermore, in the event that the present value of the benefits to be paid to the Participant does not exceed \$5,000 on the date benefits are to commence, such benefit shall be paid in a lump sum.

10.02 Payment to Beneficiary. Should the Participant die after he has begun to receive the benefits provided by section 10.01, the Sponsoring Agency, within thirty (30) days of receipt of satisfactory proof of death, shall continue to the Beneficiary any payments required under the benefit payment form selected by the Participant. If no Beneficiary is designated in the Agreement or if the designated Beneficiary does not survive the Participant, then the Sponsoring Agency shall make a lump sum payment to the estate of the Participant in an amount equal to the value of the then remaining payments, if any, payable under the benefit payment form specified in the Agreement. If the designated Beneficiary does not survive the period after the Participant's death during which such payment(s) are to be made, then the Sponsoring Agency shall make a lump sum payment to the estate of any such Beneficiary in an amount equal to the value to the remaining payments, if any, payable under the type of benefit payment form specified in the Agreement.

Should the Participant die before he has begun to receive the benefits provided by section 10.01, the Sponsoring Agency shall cause to be paid to the Beneficiary within thirty (30) days of receipt of satisfactory proof of death, a lump sum death benefit in an amount equal to the then vested value of the Participant's Account; provided, however, that if the Participant has selected a benefit payment form for the Beneficiary who has been designated, such benefit payment form shall be paid, or if the designated Beneficiary does not survive the Participant, then the Sponsoring Agency shall cause such death benefit to be paid to the estate of the Participant.

- 10.03 Disability. In the event of the Participant's total and permanent disability, as defined in section 72(m)(7) of the Internal Revenue Code, the Participant shall become fully vested in all award contributions credited to his/her Account, and a disability benefit equal to the Participant's Account balance (less contract surrender charges, if applicable), reduced by any amount previously paid to the Participant, shall be paid to the Participant. A Participant shall not be considered to be disabled unless he/she furnishes proof thereof in a form satisfactory to the Sponsoring Agency. Payment of disability payments shall be in the form of a lump sum.
- 10.04 In-service Distributions. If the Employer so elects under section 2.03, a Participant may elect to receive an in-service distribution of the total vested amount payable to him under the Plan. If the Participant elects a distribution under this section 10.04, then the Participant must thereafter complete at least five years of emergency service to vest in the Plan.
- 10.05 Unforeseeable Emergency. If the Employer so elects under section 2.04, a Participant may apply to the Sponsoring Agency to receive part of the vested value of his Account which is reasonably needed to satisfy an emergency need (including any amounts that may be necessary to pay any Federal, state or local income taxes or penalties reasonably anticipated to result from the distribution). If such application for withdrawal is approved by the Sponsoring Agency, the Sponsoring Agency shall direct the issuer, trustee or custodian to pay the Participant such value as the Sponsoring Agency deems reasonably necessary to meet the emergency need.

An unforeseeable emergency is a severe financial hardship of the Participant or Beneficiary resulting from an illness or accident of the Participant or Beneficiary, the Participant or Beneficiary's spouse, or the Participant or Beneficiary's dependent (as defined in Code Section 152, without regard to Section 152(b)(1), (b)(2) and (d)(1)(B)); loss of the Participant or Beneficiary's property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by homeowner's insurance, such as damage that is the result of a natural disaster); or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant or Beneficiary. For example, the imminent foreclosure of or eviction from the Participant or Beneficiary's primary residence may constitute an unforeseeable emergency. In addition, the need to pay for medical expenses, including non-refundable deductibles, as well as for the costs of prescription drug medication, may constitute an unforeseeable emergency. Finally, the need to pay for the funeral expenses of a spouse or a dependent (as defined above) of a Participant or Beneficiary may also constitute an unforeseeable emergency. The purchase of a home and the payment of college tuition are not unforeseeable emergencies.

Whether a Participant or Beneficiary is faced with an unforeseeable emergency permitting a distribution is to be determined based on the relevant facts and circumstances. A distribution on account of unforeseeable emergency may not be made to the extent that the emergency is or may be relieved through reimbursement or compensation from insurance or otherwise or by liquidation of

the Participant or Beneficiary's assets (to the extent the liquidation of such assets would not itself cause severe financial hardship).

ARTICLE XI. TRANSFERS

- 11.01 Transfers from Other Plans. This Plan shall accept transfers of award contribution amounts of a participant under another length of service award program meeting the requirements of New Jersey law and the Code. In the event of a request by a Participant for a transfer to a plan under which amounts are not held in the manner described in section 9.01, such transfer shall be permitted only if otherwise permitted by the Plan and applicable law. In no event may the Sponsoring Agency cause such a transfer to be made, except at the request of a Participant. Any such transferred amount shall not be treated as an award contribution subject to the limitations of section 6.02, except that, for purposes of applying the limit of section 6.02, an award amount contributed during any taxable year under the plan from which the transfer is accepted shall be treated as if it had been awarded under this Plan during such taxable year. Notwithstanding the foregoing, transfers from other length of service award plans shall only be permitted if the Internal Revenue Service has issued a favorable private letter ruling concerning this Plan.
- 11.02 Transfers to Other Plans. A Participant may elect to have any portion of the amount payable to him transferred to another length of service award plan. This election must be made before the earliest date that award contribution amounts would otherwise be payable to the Participant under this Plan. Notwithstanding the foregoing, transfers to other length of service award plans shall only be permitted if the Internal Revenue Service has issued a favorable private letter ruling concerning this Plan.

ARTICLE XII. AMENDMENT OR TERMINATION OF PLAN

- 12.01 Amendment. The Sponsoring Agency may amend the Plan to accommodate changes in the Internal Revenue Code, Federal statutes, state laws or rules. The Sponsoring Agency may at any time amend this Plan by resolution. The Sponsoring Agency shall notify all Participants in writing prior to making any amendment to the Plan. The notice shall state that an amendment will be made, what the amendment will be, why the Plan is being amended and what the impact, if any, will be on the Participants. The Participants shall have the right to modify the Joinder Agreement to reduce or eliminate any adverse impact on their accounts.
- 12.02 Termination. The Sponsoring Agency may at any time terminate this Plan by resolution that includes the name of the Contractor and Plan identifiers.
- 12.03 Amendment and Restatement of Previously Adopted Plan. If this Plan document constitutes an amendment and restatement of the Plan as previously adopted by the Sponsoring Agency, the amendments contained herein shall be effective as of the Effective Date, and the terms of the preceding plan document shall remain in effect through such date.

12.04 Director Approval. Any amendment made to this Plan, whether or not it is necessary to maintain the plan as an eligible length of service award plan within the meaning of the Code, must be submitted to the Director for approval prior to implementation, together with the regulatory authority for the amendment and the specific language of the change.

ARTICLE XIII. RELATIONSHIP TO OTHER PLANS

This Plan serves in addition to any other retirement, pension or benefit plan or system presently in existence or hereinafter established.

ARTICLE XIV. APPLICABLE LAW

This Plan shall be construed under the laws of the State of New Jersey and is established with the intent that it meets the requirements of a "length of service award plan" under section 457(e)(11) of the Code. This Plan and every contract or agreement entered into by the Sponsoring Agency pursuant to this Plan is subject to the rules and regulations of the Division of Local Government Services, Department of Community Affairs, State of New Jersey, and such rules and regulations to the extent applicable are made a part hereof.

IN WITNESS WHEREOF, the Sponsoring Agency has caused this Plan to be executed by its duly authorized officer on this _____ day of _____, _____.

Sponsoring Agency

By: City of Vineland

Name: _____

Title: _____

ATTEST:

By: _____

**LENGTH OF SERVICE AWARD PLAN
JOINDER AGREEMENT**

This Agreement is made by and between _____ (the "Sponsoring Agency") and _____ (the "Participant").

The parties agree to and acknowledge the following:

- A. The Participant confirms that he has received a copy of the Sponsoring Agency's Length of Service Award Plan and has reviewed and understands all of the terms, provisions and conditions of the Plan, all of which are hereby incorporated into this Agreement.
- B. Commencing _____, 20___, the Sponsoring Agency agrees to award contributions of \$ _____ per year to be credited to the Participant's Plan Account until such time as the Participant revokes his participation in the Plan.
- C. The Participant hereby elects the following deemed investments for amounts credited to the Participant's Plan account, this election to be effective at the earliest date permissible under and subject to all of the terms of, the Plan:

	Deemed Investment Options	Percentage of Plan Account
1.		%
2.		%
3.		%
4.		%
5.		%
6.		%
7.		%
8.		%

- D. The Sponsoring Agency agrees to pay benefits to the Participant in the amount and manner described in Paragraphs E and F below. The Participant shall be entitled to receive benefits that are attributable to amounts awarded under Paragraph B above on the first day of the month next following (check one):

Termination of Service
 Other Date (But not earlier than Termination of Service)
 (Specify)

NOTE: The date specified in this Paragraph D may be changed by the Participant one time up until one year prior to Termination of Service at which time the date specified shall become irrevocable.

- E. The benefits paid to the Participant shall be in such amounts and manner as if the Participant had himself made purchase payments under Investment Options equal to the amounts specified in Paragraph B above.
- F. The Participant designates the following method of payment for benefits attributable to award contributions (as described in Paragraph B, above):

_____ Lump Sum
_____ Annuity*
_____ Other method of payment agreed upon by Participant and Sponsoring Agency (Specify)
*Please see your VALIC Retirement Planning Specialist for further information on this option.

NOTE: The payment method specified in this Paragraph F may be changed by the Participant one time up until one year prior to Termination of Service at which time the payment method selected shall become irrevocable.

- G. The Participant designates the following Beneficiary (or Beneficiaries) in accordance with Articles III and X of the Plan (specify full name, relationship and address):

Primary

Name: _____
SSN: _____

Name: _____
SSN: _____

Relationship: _____

Relationship: _____

Address: _____

Address: _____

Contingent

Name: _____

SSN: _____

Relationship: _____

Address: _____

Name:
SSN:
Relationship:
Address:

H. The Participant designates the following method of payment to the Beneficiary or Beneficiaries (specify one of the methods listed in Paragraph F; method need not be the same as that specified in Paragraph F):

_____.

Dated this the _____ day of _____, 20__.

Sponsoring Agency:

By: _____
Signature

Name (print): _____

Title: _____

Participant: _____
Signature

Name (print): _____

Address: _____

Soc. Sec. #: _____

DEEMED INVESTMENT ELECTION FORM

Please print in ink:

PARTICIPANT INFORMATION

Name: _____

Social Security Number: _____

Address: _____

Telephone Number: _____

I hereby revoke any prior elections of deemed investment designations for the amounts credited to my Plan account, and I hereby elect the following deemed investments for amounts credited to my Plan account, this election to be effective at the earliest date permissible under and subject to all of the terms of, the Plan:

	<i>Deemed Investment Options</i>	<i>Percentage of Plan Account</i>
1.	_____	_____ %
2.	_____	_____ %
3.	_____	_____ %
4.	_____	_____ %
5.	_____	_____ %
6.	_____	_____ %
7.	_____	_____ %
8.	_____	_____ %

Date

Participant Signature



UNFORESEEABLE EMERGENCY WITHDRAWAL FORM

For VALIC Annuity Accounts Only

The Variable Annuity Life Insurance Company (VALIC), Houston, Texas

Plan Types 457 Deferred Compensation and LOSAP (NJ)

Mail Completed Forms to:

VALIC Document Control

P.O. Box 15648, Amarillo, TX 79105-5648

Call 1-800-448-2542 for assistance.

1. CLIENT INFORMATION

Name: _____ SSN or Tax ID: _____
Daytime Phone: (_____) _____ Date of Birth: _____

2. DISTRIBUTION REQUEST Distributions from a Multi-Year Enhanced Fixed Term may be subject to a market value adjustment.

\$ _____ AMOUNT requested on account of your severe financial hardship. You may request that we process a distribution to include taxes you reasonably expect to be payable on your unforeseeable withdrawal. **This amount may not exceed 40% above your unforeseeable amount.** Please tell us what percentage above your unforeseeable amount you would like _____ %

Optional: You may request we distribute the amount pro-rata against all funds or specify an amount or percentage to be taken from each fund for the account(s) listed below. If neither option is specified, the funds will be withdrawn in the following order: Fixed Account (FB001/FB004/FB009), Short Term Fixed (FP002), Largest Variable Investment Option, Second Largest Variable Investment Option, etc., Fixed Account Plus Enhanced (FB003) and lastly the Multi-Year Term(s).

Please indicate Account(s) you wish to withdraw from.

Account # _____ \$ _____ or _____ % <input type="checkbox"/> Living-Benefit Maximum Annual Withdrawal Amount Choose One: <input type="checkbox"/> Distribute the amount pro-rata against all available funds <input type="checkbox"/> Distribute the amount or percentage from each fund as specified below: Fund Code _____ Amount \$ _____ or _____ % _____ \$ _____ or _____ % _____ \$ _____ or _____ %	Account # _____ \$ _____ or _____ % <input type="checkbox"/> Living-Benefit Maximum Annual Withdrawal Amount Choose One: <input type="checkbox"/> Distribute the amount pro-rata against all available funds <input type="checkbox"/> Distribute the amount or percentage from each fund as specified below: Fund Code _____ Amount \$ _____ or _____ % _____ \$ _____ or _____ % _____ \$ _____ or _____ %	Account # _____ \$ _____ or _____ % <input type="checkbox"/> Living-Benefit Maximum Annual Withdrawal Amount Choose One: <input type="checkbox"/> Distribute the amount pro-rata against all available funds <input type="checkbox"/> Distribute the amount or percentage from each fund as specified below: Fund Code _____ Amount \$ _____ or _____ % _____ \$ _____ or _____ % _____ \$ _____ or _____ %
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3. REASON FOR DISTRIBUTION

Use the following list to describe the nature of your severe financial hardship. Your plan may require suspension of future contributions as a condition of receiving an unforeseeable emergency withdrawal. Check the appropriate box(es).

- Medical expenses for you, your spouse, or your dependent due to sudden and unexpected illness or accident.
- Uninsured or underinsured casualty to or emergency major repair of your home or property due to theft, fire, flood or other natural disaster, where subject of loss is necessary for home habitability.
- Emergency major repair or replacement of your or your spouse's automobile needed for transportation to and from work due to accident, theft, fire, flood, or other natural disaster.
- Replacement of wages for you or your spouse where loss of wages is due to involuntary absence from work without pay due to sudden and unexpected illness or accident or extraordinary and unforeseeable circumstances arising as a result of events beyond your control (e.g., termination without cause) and where the absence is for at least 4 weeks.
- Funeral expenses of a spouse or dependent, or travel expense to attend funeral of a spouse or dependent.
- Child support for your child(ren) where owed by a third party (e.g., ex-spouse) but not received and where the child support payment is at least 1 month overdue.
- Back taxes, including any tax-related interest or penalties, where owed as the result of the negligence of a professional tax preparer.
- Attorneys fees, court costs, or travel expenses to attend court proceedings for a legal matter for you, your spouse or your dependent, as the result of extraordinary and unforeseeable circumstances arising from events outside of your control.
- The Plan Administrator of my employer's plan has reviewed and approved my hardship request, and has signed this form accordingly.

4. INCOME TAX WITHHOLDING INFORMATION AND INSTRUCTIONS

VALIC will withhold 10% unless you indicate otherwise below. For any 457 plan except Governmental 457(b) plans, where consistent with your employer's plan, VALIC will apply wage bracket withholding based on the information you provide on your IRS Form W-4. A current IRS Form W-4 must be attached to this request. Wage bracket withholding does not apply to beneficiary accounts. State withholding may be subject to a 5% administrative default rate when state withholding is requested and no withholding amount is designated. Your state of residence may require that your state income tax withholding election be provided to us on a specific state form. Should your state of domicile require a specific state withholding form, your state income tax withholding will not occur unless the required form is received by our office.

Federal Withholding Instructions

DO NOT withhold any federal income taxes unless mandated by law. DO withhold federal taxes in the amount of _____ % (cannot be less than any mandatory withholding)

State Withholding Instructions

DO NOT withhold any state taxes unless mandated by law. DO withhold state taxes in the amount of _____ % (cannot be less than any mandatory withholding)

Notice to Non-Resident Aliens: A payment to an address outside the United States may be subject to federal income tax withholding at a 30% rate unless the payee submits a completed IRS Form W-8BEN and the payments are eligible for reduced withholding.

N.J. Stat. § 52:27D-202

This section is current through New Jersey 217th Second Annual Session, L. 2017, c. 92, and J.R. 7

LexisNexis® New Jersey Annotated Statutes > Title 52. State Government, Departments and Officers > Subtitle 3. Executive and Administrative Departments > Chapter 27D. Department of Community Affairs > Article 9. Department of Community Affairs Act

§ 52:27D-202. Enforcement of act by municipality; ordinance; restrictive regulation by municipality

- a. Each municipality in this State is authorized to adopt an ordinance providing for local enforcement of this act. The ordinance shall designate the municipal fire department or the county fire marshal or one or more fire districts as the local enforcement agency.
- b. Nothing in this act shall preclude the right of any municipality to adopt an ordinance dealing with fire safety whether or not it is more restrictive than this act and the regulations promulgated thereunder. No county or municipal official shall issue an order regarding fire safety with respect to a building, structure or premises, except in accordance with this act or with a duly promulgated ordinance.

History

L. 1983, c. 383, 11.

Annotations

LexisNexis® Notes

Case Notes

Governments: Local Governments: Fire Departments

Governments: Local Governments: Ordinances & Regulations

Governments: Local Governments: Police Power

Real Property Law: Financing: Mortgages & Other Security Instruments: Formalities

Real Property Law: Landlord & Tenant: Lease Agreements: Residential Leases

Governments: Local Governments: Fire Departments

1. Trial court properly relieved a bank, who acquired certain real property via foreclosure, of liability for payment of previously imposed fire code violation penalties because a purchaser of property at sheriff's sale was neither a person who purchases a property as used in the Uniform Fire Safety Act, N.J. Stat. Ann. § 53:27D- 210(f), nor a subsequent owner under the Uniform Fire Safety Code, N.J.A.C. 5:70-2.2(e). *Borough of Pitman v. Monroe Sav.*