

**AN ORDINANCE CONCERNING VOLUNTEER FIREFIGHTERS OF THE CITY OF NORWICH FIRE DEPARTMENT**

**WHEREAS**, Connecticut Public Act 86-87 Section 2.(5)(A) allows a City to create Special acts concerning Volunteer Firefighters and,

**WHEREAS**, the purpose of this ordinance is to establish a Relief Fund for Volunteer Firefighters serving the CITY OF NORWICH.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Norwich that:

1. Articles I - XIII inclusive as contained herein are hereby adopted as the complete rules and regulations of the Relief Fund for the Volunteer Firefighters of the City of Norwich.
2. Other Ordinances and Special Acts referring to the retirement system for employees of the City of Norwich are not affected by this Ordinance.

CITY OF NORWICH

VOLUNTEER FIREFIGHTERS' RELIEF FUND

ARTICLE I

DEFINITIONS

When used in this Plan, the following terms have the meanings set forth below unless a different meaning is plainly required by the context:

- SECTION 1.1 "Actuary" means a person enrolled by the Joint Board for the Enrollment of Actuaries, or a firm employing such person, who is appointed by the City to serve the Plan.
- SECTION 1.2 "Anniversary Date" means January 1 of each Plan Year.
- SECTION 1.3 "Beneficiary" means any individual, trust, estate, or other recipient entitled to receive death benefits payable hereunder, on either a primary or contingent basis.
- SECTION 1.4 "Break in Service Year" means the failure of an individual either to earn Credited Service during a Plan Year or to maintain his status as a Member of a Volunteer Fire Department. Such individual shall cease to be a Participant as of the last day of the Plan Year in which the applicable event occurs and receive no Credited Service for that year. Prior years of Credited Service are unaffected by a Break in Service Year.
- SECTION 1.5 "City" means the City of Norwich in the State of Connecticut.
- SECTION 1.6 "Credited Interest" means interest earned on the Member's contributions, compounded annually at a rate of 5% from the end of the year of deposit.
- SECTION 1.7 "Credited Service" means all years and completed months during which a Member has made his contributions to this plan. Service shall include all calendar years where a person has qualified as a Volunteer from the date he first performed Volunteer service and continue to the earlier of the date of death, disability, retirement, or termination of Volunteer service, except for those periods when a Volunteer elects not to contribute. Credit in the last year of Volunteer service shall be contingent on the Volunteer making contributions and fulfilling the requirements as a Volunteer for that year. The respective Volunteer Chiefs and members shall annually certify as to the qualification of the Member.

- SECTION 1.8 "Disabled Member" means an individual who is a Member at this time of injury or disability and receives such injury or disability in the line of duty. Such Member will be deemed to be disabled if he begins to receive disability benefits under the Social Security Act. A Member who is not covered by the Social Security system becomes a Disabled Member if he has become permanently and totally incapable of engaging in any service as a Volunteer Firefighter for the City for physical reasons, provided such disability is certified to the Committee by two licensed physicians approved by the Relief Fund Committee. Such disability shall be deemed to exist only when an Application for Benefits has been filed by or on behalf of such Member.
- SECTION 1.9 "Effective Date" means January 1, 1988.
- SECTION 1.10 "Member" means a Volunteer who is qualified under the terms of Article II of this Plan, but unless specifically provided otherwise, shall not include a Retired Member, a Terminated Member, a Disabled Member, or a Member who has become ineligible for any reason.
- SECTION 1.11 "Normal Retirement Date" means the date on which a Member shall have both attained his 55th birthday and been credited with at least 20 Years of Credited Service under the Plan.
- SECTION 1.12 "Plan" means the City of Norwich Volunteer Firefighters' Relief Fund as of its original effective date, including any subsequent amendments thereto.
- SECTION 1.13 "Plan Year" means each 12-month period ending on December 31st of each year. For years prior to the effective date of the Plan, the corresponding 12-month period shall be the Plan Year.
- SECTION 1.14 "Recognized Department" or "Department" means the following individual Volunteer Fire Departments:
- Yantic
  - Occum
  - Taftville
  - Laurel Hill
  - East Great Plains
- SECTION 1.15 "Relief Fund Committee" or "Committee" means the Relief Fund Committee which shall manage and administer the Plan, as provided in Article X.
- SECTION 1.16 "Retired Member" means an individual who has been a Member but who has commenced receiving benefits under Article III hereof.

- SECTION 1.17 "Terminated Member" means a Member whose status as a Member ceases for reasons other than death, disability, or retirement after attaining the Normal Retirement Date.
- SECTION 1.18 "Town Consolidated District" means the District as described in the City Charter, Section 2 (3).
- SECTION 1.19 "Trustee" means the corporation or individual selected by the City to serve as Trustee under the Trust Agreement.
- SECTION 1.20 "Trust Fund" means all the assets held under the Trust Agreement.
- SECTION 1.21 "Volunteer" or "Volunteer Firefighter" means any Member of the Volunteer Firefighters' Department of the City of Norwich who performs services as a Volunteer Firefighter for the benefit of the Town Consolidated District. Such Volunteer must respond to 20% of all emergency calls, fires, etc. as well as 20% or a minimum of 20 hours of training sessions and drills as required to maintain the status of Volunteer Firefighter.

ARTICLE II

MEMBERSHIP IN THE RELIEF FUND

SECTION 2.1

Membership Eligibility - Volunteers who have at least one year of service as of January 1, 1988 become eligible for Membership on such date.

Those who become Volunteers after January 1, 1987 shall become Members of the Plan on the first of the year following completion of 12 months of continuous Volunteer service.

Each Volunteer eligible for membership shall file an application for membership in this Plan with the Relief Fund Committee within such time as the Committee may prescribe. The Volunteer Chief of the appropriate Department shall certify to the Committee that the prospective Member has fulfilled the requirements of a Volunteer Firefighter. Once a Volunteer becomes a Member in the Plan, he may not withdraw his contributions with Credited Interest thereon unless such Member terminates his Volunteer service with the Department, subject to the conditions as set forth in Article VII hereof.

A Volunteer's status as a Member shall continue thereafter until he incurs a Break in Service. If a Break in Service occurs a Volunteer may rejoin the Plan as of any future January 1, if he has thus fulfilled the requirement as a Volunteer.

SECTION 2.2

Becoming A Member - A Volunteer eligible to participate in the plan shall become a Member of the plan by contributing \$60 for each calendar year of Credited Service. The timing and manner of the contributions shall be prescribed by the Committee. Forms agreeing to such contribution will be provided by the Committee.

SECTION 2.3

Volunteers Declining Membership - If a Volunteer declines membership in the plan when first eligible, such Volunteer forfeits that year of service. The Volunteer, provided he is otherwise still eligible, may apply for membership as of any subsequent January 1 but all benefits provided such a Volunteer under this Plan shall be determined by reference only to his Credited Service after the January 1 as of which he becomes a Member in the Plan.

SECTION 2.4

Limitations on Membership - The number of contributing Members from each of the Volunteer Fire Departments shall be limited to the maximum number of Volunteers shown below:

|                   |    |
|-------------------|----|
| Yantic            | 70 |
| Occum             | 55 |
| Taftville         | 60 |
| Laurel Hill       | 50 |
| East Great Plains | 60 |

ARTICLE III

BENEFIT DATES

SECTION 3.1 Benefit Date - The Benefit Date of Members in the Plan is the later of:

- i) attainment of age 55
- ii) completion of at least 20 years of Credited Service

SECTION 3.2 Disability Benefit Date - Any Member who has completed ten (10) years of Credited Service and who is determined to be totally and permanently disabled in the line of duty may commence to receive his benefits prior to his Benefit Date, which date may be the first day of any month six (6) months subsequent to the date of such determination of disability. Such date will be called his Disability Benefit Date.

SECTION 3.3 Deferred Benefit Date - A Member who is satisfactorily able to perform his duties may remain in active Volunteer service after his Benefit Date. The first day of the calendar month following such actual retirement shall be his Deferred Benefit Date.

A Member who qualifies for benefits under 3.1 may begin to receive his benefits at his Benefit Date even though he continues Volunteer service to the City. No additional credit is earned beyond the 20 years required for benefit eligibility.

ARTICLE IV

AMOUNT OF BENEFITS

SECTION 4.1

At Benefit Date - A Member who retires on his Benefit Date shall receive a monthly retirement benefit in an amount equal to:

\$7.00 multiplied by such Member's years of Credited Service to such Member's Benefit Date, provided that the maximum number of years of Credited Service shall be twenty (20) years. Payment shall be paid monthly or less frequently as determined by the Committee.

SECTION 4.2

Prior Service Credit Purchase - Service prior to the Effective Date of the Plan may be added to a Volunteers Credited Service if he elects to buy back such service. Periods of Volunteer service may be bought back at the rate of \$60 per calendar year of such service. In addition, the first 12 month period of service may be purchased by contributing \$60 during the second year of service.

Service in excess of 20 years may not be purchased. Break in Service Years may not be purchased. Any Member electing to buy back service prior to the Effective Date of the Plan must make such election between January 1, 1988 and April 30, 1988. The entire amount of contribution for such service shall be made by September 30, 1988.

In no event will the sum of buy back service and service after the Effective Date exceed 20 years.

SECTION 4.3

At Disability Benefit Date - The annual benefit of a Member who retires on a Disability Benefit Date shall be computed in accordance with Section 4.1 based on his Credited Service at his date of injury or disability.

SECTION 4.4

At Deferred Benefit Date - The annual benefit of a Member who retires on a Deferred Benefit Date shall be determined in accordance with Section 4.1. Payment may begin before the Deferred Benefit Date.

ARTICLE V

PAYMENT OF BENEFITS

SECTION 5.1

Normal Form of Payment - Benefit payments equal to one-twelfth of the Member's annual benefit shall be made monthly commencing on the Member's Disability Date or Benefit Date or the date a Member who performs service beyond his Benefit Date elects to have such payments commence, and continuing to the last day of the month in which the Member's death occurs. At the discretion of the Committee, payments may be made on a less frequent basis.

No retirement benefits paid under this plan may commence prior to January 1, 1989.

SECTION 5.2

Continued Service of Retired Members - In the event a Member provides Volunteer service in the Fire Department subsequent to his Benefit date, or at some later date, begins Volunteer service again, his benefit payments shall not cease while he is an active Volunteer.

ARTICLE VI

DEATH BENEFITS

- SECTION 6.1      Designation of a Beneficiary - Each Member shall designate a Beneficiary or Beneficiaries on a form prescribed by the Committee to receive any payments which may become payable to him in accordance with this Plan. The Member may change such designation by signing such form as may be furnished by the Committee.
- SECTION 6.2      Failure of Beneficiary to Survive - In the event there is a death benefit payable under this Plan and there is no Beneficiary surviving the Member, the death benefit shall be payable in a lump sum to one or more of the surviving persons designated by the Committee in the order of preference named: The Member's (i) spouse, (ii) children, (iii) grandchildren, (iv) parents, (v) brothers or sisters, and (vi) executors and administrators.
- SECTION 6.3      Death Prior to Retirement or Prior to the Date Payments Commence - Unless a death benefit is payable in accordance with Section 6.5 hereof, the Beneficiary of a Member:
- 1) who has not retired, or
  - ii) who has terminated Volunteer service and is entitled to a termination benefit as defined in Article VII but is not receiving benefits;
- shall be entitled to receive, in the event of the death of such Member, a death benefit equal to the Member's contributions, with Credited Interest thereon, to the date of the Member's death.
- SECTION 6.4      Death Benefits After Retirement - In the event the total payments after retirement made to a Member or to a Member and his Joint Annuitant prior to his or their death does not equal the value of the Member's contribution with Credited Interest thereon, such difference shall be paid to the Member's or Joint Annuitant's Beneficiary.
- SECTION 6.5      Pre-Retirement Spouse's Death Benefit - Upon the death of an active Member who dies as a result of Volunteer service to the City of Norwich, his surviving spouse shall receive a death benefit equal to \$140 per month. This benefit shall be payable to the Member's surviving spouse until death or remarriage. If a death benefit is payable in accordance with this Section 6.5, there shall be no death benefit payable to the deceased Member's Beneficiary as described in Sections 6.3 and 6.4 hereof.

If there is no eligible spouse, this death benefit shall be paid to dependent children under age 18. The payment of \$140 per month shall continue until the youngest dependent child reaches his eighteenth birthday. In the event there is more than one eligible child, the benefit shall be distributed equally among all eligible children.

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ARTICLE VII

TERMINATION OF VOLUNTEER SERVICE

SECTION 7.1

Termination - Return of Contributions - Subject to the provisions of Article XII hereof, a Member, whose Volunteer service with the Department is terminated for any reason other than death or retirement, shall be entitled to a lump sum payment equal to his contributions with Credited Interest thereon to the date of such termination payable within ninety (90) days after such termination.

SECTION 7.2

After Termination - If a Member's Volunteer service with the Department terminates for any reason other than retirement, and he later resumes Volunteer service, he shall be considered a new Volunteer for all purposes of the Plan, unless he repays all contributions with Credited Interest previously refunded. If refunded contributions with Credited Interest are repaid to the Plan, then the period of service to which those contributions relate will be reinstated.

If a refund of prior contributions plus Credited Interest was made, the Volunteer may not purchase the first 12-month period of new service as described in Section 4.2.

ARTICLE VIII

FUNDING - CITY AND MEMBER CONTRIBUTIONS

SECTION 8.1

Member's Contributions - The Member's annual contribution for each Plan Year of membership commencing January 1, 1988 shall be \$60 per year payable at the rate of \$5 per month. In no event shall a Member contribute to the Plan for more than 20 years.

SECTION 8.2

City's Contributions - The Committee shall, at least once every 3 years, have an actuarial valuation by an Actuary of the assets and liabilities of the Plan and of the required contributions from the City which, in addition to contributions of the Members, will be adequate to finance the benefits under this Plan. On the basis of such valuation, the City shall pay each year to the Committee an amount which will meet the actuarial cost of current service and, until it is amortized, the unfunded actuarial accrued liability. The City shall make a minimum contribution of \$75,000 for the first 5 years beyond the plan's Effective Date. Any monies appropriated before the Effective Date shall remain with the plan.

Any proposal which will change the benefits payable or Member contributions required under the Plan shall be accompanied by an estimate by the Committee's Actuary of the additional appropriations by the City which will be required to finance the additional normal cost and to amortize, on a level basis, the additional accrued liability over 30 or fewer years from the effective date of the change. The City shall not directly or indirectly receive any refund of any contribution made by it, nor shall the City directly or indirectly participate in the distribution by the Trustee at any time prior to the satisfaction of all liabilities to Members and their beneficiaries.

ARTICLE IX

PERMANENT AND TOTAL DISABILITY

- SECTION 9.1      Eligibility for a Disability Benefit - A Member who has completed at least 10 years of Credited Service and is deemed to be permanently and totally disabled as defined in Section 1.8 while performing Volunteer service for the City shall be entitled to a Disability Benefit as hereinafter outlined.
- SECTION 9.2      Determination of Disability - The determination of permanent and total disability shall be made by the Committee based on competent medical advice which shall include the opinion of 2 licensed physicians selected by the Committee. The Committee may require proof of continuous disability. Such proof may be required from time to time but not more frequently than once a year.
- SECTION 9.3      Amount of Disability Benefit - The annual amount of Disability Benefit payable to a Member eligible for such benefit shall be determined in the same manner as his Benefit based on the number of years of Credited Service as of the date of his disability.
- SECTION 9.4      Duration of Disability Benefit - The Disability Benefit shall be payable commencing with the first day of the month following establishment of permanent and total disability and shall terminate with the last payment due preceding the earliest of the following dates:
- (a) the date of the death of the Member, or
  - (b) the date the Member is deemed to be no longer permanently and totally disabled, or
  - (c) the Member's Benefit Date.

Upon occurrence of the earliest of the above events, the Disability Benefit shall cease. If such occurrence is (c) above, payment of the Benefit shall commence on such date in the same amount as the Disability Benefit.

ARTICLE X

ADMINISTRATION OF THE PLAN

SECTION 10.1           The Relief Fund Committee shall be made up of eleven people as follows:

The One Chief from each Recognized Volunteer Fire Department, not to exceed 5.

The Personnel Director

The City Comptroller

The City Manager

Each of the above may designate a person to serve in his stead.

One Member of the Personnel & Pension Board, designated by that Board

Two members representing the citizens of the City of Norwich who must reside in the Town Consolidated District

SECTION 10.2           The general administration of the Plan and the responsibility for carrying out the provisions of the Plan shall be placed in the Committee. Members of the Committee shall serve without compensation for acting as such.

SECTION 10.3           The Committee may construe this Plan and its constructions hereof, and action hereon in good faith shall be final and conclusive. It may correct any defect or supply any omission or reconcile any inconsistency in such manner and to such extent as it shall deem expedient to carry the same into effect.

SECTION 10.4           The Committee shall provide rules, regulations and forms not inconsistent with the terms and provisions hereof for the administration of the Plan and from time to time may amend or supplement such.

SECTION 10.5           The Committee may retain employees, agents, or actuarial advisors to assist in their duties.

SECTION 10.6           The Committee shall establish what constitutes a quorum and a majority. The Committee shall set an investment policy and policies with regard to the administration of the Plan. Annually, the Committee shall make a report to the City Council.

ARTICLE XI

TRUST FUND

- SECTION 11.1      Fund - All contributions hereunder made by the City and the Members shall be held and administered by the Trustee in trust for use in accordance with the Plan. The responsibility for the holding and investment of the Fund shall lie with the Trustee and not with the Committee. The Committee shall set an investment policy to guide the Trustee in the selection of the investments.
- SECTION 11.2      Designation of Trustee - The Trustee shall be a bank, trust company or insurance company or individual named by the Committee having power to act as such in the State of Connecticut. The designation of such Trustee shall be made by the Committee.
- SECTION 11.3      Designation of Funds - The Trustee shall hold contributions made hereunder by the City and contributions made by Members upon their being forwarded to the Trustee by the City Treasurer in accordance with the terms of a written agreement between the Committee and the Trustee. The Trustee shall have all rights, privileges, duties and immunities conferred upon it by the Trust Agreement.
- SECTION 11.4      Rights in Fund - No part of the corpus or income of the Fund shall be used for, or directed, or diverted to, any purpose, subject to the payment of expenses, other than for the exclusive benefit of the Members and their Beneficiaries prior to the satisfaction of all liabilities for benefits under the Plan; and provided further that no person shall have any interest in or right to any part of earnings or principal of the Fund, or any rights in, to, or under the Trust Agreement, except as and to the extent expressly provided in the Plan and in the Trust Agreement.
- SECTION 11.5      Expenses of the Plan - Expenses of administration of the Plan including actuarial fees may be paid out of the Trust Fund upon direction by the Committee.

ARTICLE XII

AMENDMENT AND TERMINATION

SECTION 12.1

Amendment - The City shall have the right by action of the City Council to amend the Plan at any time provided that no amendment shall:

- i) cause or permit any portion of the Fund to become the property of the City until liabilities to Members and Beneficiaries are satisfied, or
- ii) deprive any Member or Beneficiary retroactively of rights already accrued under the Plan.

No amendment improving the benefits paid hereunder shall be made before January 1, 1993.

SECTION 12.2

Termination - The City shall have the right by action of the City Council to terminate the Plan at any time, subject to the following:

- (a) If the Plan is terminated in its entirety, or if the City contributions are discontinued (not merely a suspension thereof), the Fund shall be used subject to the payment of expenses, for the benefit of Members and Beneficiaries and for no other purpose until all liabilities to Members and Beneficiaries for benefits under the Plan to the date of termination or discontinuance of contributions have been satisfied.
- (b) If the Fund is insufficient to satisfy all liabilities in full, then the assets of the Fund shall be applied in the following order:

FIRST: To provide to each Member an amount equal to his contributions, with Credited Interest thereon, to the earliest of his Benefit Date, or the date of termination, reduced by the amount of any payments made to such Member, which amount shall reduce the amounts necessary to provide benefit payments set forth in subparagraphs SECOND through FOURTH below:

SECOND: To provide benefit payments to retired Members and other Members who have attained their Benefit Date;

THIRD: To provide benefit payments to Members who have terminated Volunteer service with the City, or could have terminated such service, with a right to termination benefits for themselves or their Beneficiaries under Article VII hereof; and

FOURTH: To provide benefit payments to all remaining Members. Each of the foregoing four categories with the exception of the SECOND shall be determined as of the date of termination of the Plan, and such categories other than the FIRST are hereinafter referred to as "Classes".

- (c) If upon the application of the assets of the Fund in the order of priority to provide payment in part of liabilities to Members and Beneficiaries in one of the four Classes, there are assets available for that Class but not sufficient to satisfy such liabilities in full, the assets available for that Class shall be applied on the basis of the proportions which the available assets bear to the present values of the accrued benefits of all Members and Beneficiaries in that Class.
- (d) Upon the termination of the Plan, the Fund may be continued in existence and the assets applied to the benefit of the several Classes above set forth, or the Fund may be distributed in the manner set forth in Classes 1 or 2 below, or a combination thereof:
  - (1) By the distribution to each Member or Beneficiary of the present value of what such Member or Beneficiary is entitled to receive, either in one lump sum or in installments over a period of not more than five (5) years; or
  - (2) By the purchase of annuity contracts of such type(s) as the Relief Fund Committee shall determine for the Members and Beneficiaries from an insurance company or companies.

SECTION 12.3

Funds Remaining After Distribution of all Benefits - After the fulfillment of all obligations to Members and their Beneficiaries provided for in this Article XII, any portion of the Fund remaining may be returned to the City.

ARTICLE XIII

MISCELLANEOUS

- SECTION 13.1      Minors and Incompetents - If any person to whom a benefit is payable from the Fund is a minor, or if the Committee determines that any person to whom such benefit is payable is incompetent by reason of physical or mental disability, any payment due (unless a proper claim therefor shall have been made by a duly appointed guardian, conservator or legal representative) may be made to the Member's spouse, child, a parent or a brother or sister, or to any person deemed by the Committee to have incurred expenses for such person otherwise entitled to payment. Any such payment shall be a complete discharge of any liability for such payment under the Plan.
- SECTION 13.2      Non-Assignability of Benefits - Members and Beneficiaries shall be entitled to all the benefits specifically set out under the terms of the Plan, but to the extent permitted by law, said benefits or any of the property rights therein shall not be assignable or distributable to any creditor or other claimant of such Member or his Beneficiary. No Member or his Beneficiary shall have the right to anticipate, assign, pledge, accelerate, or in any way dispose of any of the monies or benefits or other property which may be payable to them.
- SECTION 13.3      Non-Liability of City - All benefits under the Plan shall be paid or provided for solely from the Fund and the City assumes no liabilities or responsibilities therefor.
- SECTION 13.4      Tenure of Employment - Neither the action of the City in the establishment of this Plan or any action taken by it or by the Committee hereunder shall be construed as giving any Volunteer or Member the right to be retained in such status or any other right whatsoever except to the extent of the benefits provided by the Plan to be paid or made available from the Fund.
- SECTION 13.5      Separability of Provisions - If any provisions of this Plan shall be held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining parts of the Plan but the Plan shall be construed and endorsed as if said illegal or invalid provisions had never been inserted herein.

SECTION 13.6

Unclaimed Benefits - Whenever reasonable efforts fail to locate any Member or Beneficiary entitled to benefits under the Plan within seven (7) years from the time notice is first received that he is not to be found at the address in the records of the City, or the Trustee, the Committee may direct that any benefits to which he may be entitled shall thereupon be cancelled and no payment shall be made thereafter to anyone with respect to the benefits so cancelled.

SECTION 13.7

Forfeitures - Forfeitures arising from death, termination of service or otherwise under the Plan shall not be applied to increase the benefit any Member would otherwise receive under the Plan prior to the Plan's termination but shall be used as soon as possible to reduce the city's contributions.

SECTION 13.8

Applicable Law - The validity of the provisions of this Plan shall be determined under and said provisions shall be construed according to the laws of the State of Connecticut.

