

**GEORGIA MUNICIPAL EMPLOYEES**  
**BENEFIT SYSTEM**

**DEFINED BENEFIT RETIREMENT PLAN**

**ADOPTION AGREEMENT**

**for**

**City of Roswell**

**Form Volume Submitter Adoption Agreement**  
**Amended and Restated as of January 1, 2007**

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## **I. AN ORDINANCE**

An Ordinance to amend and restate the Retirement Plan for the Employees of the City of Roswell, Georgia in accordance with and subject to the terms and conditions set forth in the attached Adoption Agreement, any Addendum to the Adoption Agreement, the Georgia Municipal Employees Benefit System (GMEBS) Master Plan Document, and the GMEBS Trust Agreement. When accepted by the authorized officers of the City and GMEBS, the foregoing shall constitute a Contract between the City and GMEBS, all as authorized and provided by O.C.G.A. § 47-5-1 et seq.

BE IT ORDAINED by the Mayor and Council of the City of Roswell, Georgia, and it is hereby ordained by the authority thereof:

**Section 1.** The Retirement Plan for the Employees of the City of Roswell, Georgia is hereby amended and restated as set forth in and subject to the terms and conditions stated in the following Adoption Agreement, any Addendum to the Adoption Agreement, the Georgia Municipal Employees Benefit System (GMEBS) Master Plan Document, and the GMEBS Trust Agreement.

**[Ordinance continued on page 32]**

## **II. GMEBS DEFINED BENEFIT RETIREMENT PLAN** **ADOPTION AGREEMENT**

### **1. ADMINISTRATOR**

Georgia Municipal Employees Benefit System  
201 Pryor Street, SW  
Atlanta, Georgia 30303  
Telephone: 404-688-0472  
Facsimile: 404-577-6663

### **2. ADOPTING EMPLOYER**

Name: **City of Roswell, Georgia**

### **3. GOVERNING AUTHORITY**

Name: **Mayor and Council**  
Address: **38 Hill Street, Ste 205, Roswell, GA 30075**  
Phone: **770-641-3727**  
Facsimile: **770-594-6250**

### **4. PLAN REPRESENTATIVE**

**[To represent Governing Authority in all communications with GMEBS and Employees]**  
**(See Section 2.46 of Master Plan)**

Name: **City Administrator**  
Address: **38 Hill Street, Ste 205, Roswell, GA 30075**  
Phone: **770-641-3727**  
Facsimile: **770-594-6250**  
E-mail:

## 5. PENSION COMMITTEE

**[Please designate members by position. If not, members of Pension Committee shall be determined in accordance with Article XIV of Master Plan]**

Position:

Position:

Position:

Position:

Position:

Position:

Position:

Pension Committee Secretary: **Benefits Manager**

Address: **38 Hill Street, Ste 205, Roswell, GA 30075**

Phone: **770-641-3727**

Facsimile: **770-594-6250**

E-mail:

## 6. TYPE OF ADOPTION

This Adoption Agreement is for the following purpose (**check one**):

- ☐ This is a new defined benefit plan adopted by the Adopting Employer for its Employees. This plan does not replace or restate an existing defined benefit plan.
- ☒ This is an amendment and restatement of the Adoption Agreement previously adopted by the Employer, as follows (**check one or more as applicable**):
  - ☒ To update the Plan to comply with EGTRRA and other applicable federal laws.
  - ☒ To make the following amendments to the Adoption Agreement (**must specify below revisions made in this Adoption Agreement**):

**This is an amendment to: 1) prohibit participation in the Plan by Employees who are first hired or re-hired by the Employer on or after March 1, 2011 (see Adoption Agreement p. 5 and General Addendum Section 13); 2) prohibit participation in the Plan by any elected or appointed member of the Governing Authority or any Municipal Legal Officer who first holds such office or who returns to such office (following a vacation of office) on or after March 1, 2011 (see Adoption Agreement p. 6 and General Addendum Section 13); 3) change the Pension Committee Secretary from Director of Human Resources to Benefits Manager (see Adoption Agreement p. 3); 4) provide that any City Attorney or Assistant City Attorney who was hired on or after December 18, 2000 and who meets the eligibility requirements for Eligible Regular Employees will be treated as an Eligible Regular Employee under the Plan and not as a Municipal Legal Officer (see Adoption Agreement p. 6); and 5) to make a technical amendment clarifying that a Municipal Court**

**Judge who holds office after December 1, 1987 will be qualified to apply for participation in the Plan on the first day of the month following or coinciding with the first date after December 1, 1987 that he or she occupies the office of Municipal Court Judge, except as otherwise provided with respect to return to Service on or after March 1, 2011 (see Adoption Agreement p. 6).**

## **7. EFFECTIVE DATE**

NOTE: This Adoption Agreement and any Addendum, with the accompanying Master Plan Document, is designed to comply with Internal Revenue Code Section 401(a), as applicable to a governmental qualified defined benefit plan, and is part of the GMEBS Defined Benefit Retirement Plan. Plan provisions designed to comply with certain provisions of the Economic Growth and Tax Relief Reconciliation Act of 2001 (EGTRRA) are effective for Plan Years beginning on and after January 1, 2002. Plan provisions designed to comply with certain provisions of additional changes in federal law and guidance from the Internal Revenue Service under Internal Revenue Service Notice 2007-3 (the 2006 Cumulative List) are effective as of the applicable effective dates set forth in the Adoption Agreement and Master Plan Document. By adopting this Adoption Agreement, with its accompanying Master Plan Document, the Adopting Employer is adopting a plan document intended to comply with Internal Revenue Code Section 401(a), as updated by EGTRRA and the 2006 Cumulative List with the applicable effective dates.

- (1) Complete this item (1) only if this is a new defined benefit plan which does not replace or restate an existing defined benefit plan.**

The effective date of this Plan is \_\_\_\_\_.

**(insert effective date of this Adoption Agreement not earlier than January 1, 2007).**

- (2) Complete this item (2) only if this Plan is being adopted to replace a non-GMEBS defined benefit plan.**

Except as otherwise specifically provided in the Master Document or in this Adoption Agreement, the effective date of this restatement shall be \_\_\_\_\_ **(insert effective date of this Adoption Agreement not earlier than January 1, 2007)**. This Plan is intended to replace and serve as an amendment and restatement of the Employer's preexisting plan, which became effective on \_\_\_\_\_ **(insert original effective date of preexisting plan)**.

- (3) Complete this item (3) only if this is an amendment and complete restatement of the Adopting Employer's existing GMEBS defined benefit plan.**

Except as otherwise specifically provided in the Master Document or in this Adoption Agreement, the effective date of this restatement shall be March 1, 2011 **(insert effective date of this Adoption Agreement not earlier than January 1, 2007)**.

This Plan is adopted as an amendment and restatement of the Employer's preexisting GMEBS Adoption Agreement, which became effective on September 1, 2003 **(insert effective date of most recent Adoption Agreement preceding this Adoption Agreement)**.

The Employer's first Adoption Agreement became effective September 1, 2003 (**insert effective date of Employer's first GMEBS Adoption Agreement**). The Employer's GMEBS Plan was originally effective July 1, 1973 (**insert effective date of Employer's original GMEBS Plan**). (If the Employer's Plan was originally a non-GMEBS Plan, then the Employer's non-GMEBS Plan was originally effective \_\_\_\_\_ (**if applicable, insert effective date of Employer's original non-GMEBS Plan**).)

## 8. PLAN YEAR

Plan Year means (**check one**):

- ☐ Calendar Year
- ☐ Employer Fiscal Year commencing \_\_\_\_\_.
- ☒ Other (**must specify month and day commencing**): July 1 – June 30.

## 9. CLASSES OF ELIGIBLE EMPLOYEES

Only Employees of the Adopting Employer who meet the Master Plan's definition of "Employee" may be covered under the Adoption Agreement. Eligible Employees shall not include non-governmental employees, independent contractors, leased employees, nonresident aliens, or any other ineligible individuals, and this Section 9 must not be completed in a manner that violates the "exclusive benefit rule" of Internal Revenue Code Section 401(a)(2).

### A. Eligible Regular Employees

Regular Employees include Employees, other than elected or appointed members of the Governing Authority or Municipal Legal Officers, who are regularly employed in the services of the Adopting Employer. Subject to the other conditions of the Master Plan and the Adoption Agreement, the following Regular Employees are eligible to participate in the Plan (**check one**):

- ☐ **ALL** - All Regular Employees, provided they satisfy the minimum hour and other requirements specified under "Eligibility Conditions" below.
- ☒ **ALL REGULAR EMPLOYEES EXCEPT** for the following employees (**must specify**):  
**Regular Employees who are first hired or rehired on or after March 1, 2011. Current or former Regular Employees who are rehired on or after March 1, 2011 shall not participate in the Plan for any purpose following the date on which they are first rehired on or after March 1, 2011.**

### B. Elected or Appointed Members of the Governing Authority

An Adopting Employer may elect to permit participation in the Plan by elected or appointed members of the Governing Authority and/or Municipal Legal Officers, provided they otherwise meet the Master Plan's definition of "Employee" and provided they satisfy any other requirements specified by the Adopting Employer. Municipal Legal Officers to be covered must be specifically identified by position. Subject to the above conditions, the Employer hereby elects the following treatment for elected and appointed officials:



(1) Elected or Appointed Members of the Governing Authority (check one):

☐ ARE NOT eligible to participate in the Plan.

☒ ARE eligible to participate in the Plan.

Please specify any limitations on eligibility to participate here (e.g., service on or after certain date, or special waiting period provision): Each elected or appointed member of the Governing Authority who holds such office on December 1, 1987, shall be qualified to apply for participation in the Plan on such date. Each elected or appointed member of the Governing Authority who holds such office subsequent to such date shall be qualified to apply for participation in the Plan on the first day of the month immediately following or coinciding with the first date after December 1, 1987, that he occupies any elective office of the Governing Authority. Provided however, that elected or appointed members of the Governing Authority who first hold such office or who return to such office (following a vacation of office) on or after March 1, 2011 shall not participate in the Plan for any purpose following the date on which they first hold office or first return to office (following a vacation of office) on or after March 1, 2011.

(2) Municipal Legal Officers (check one):

☐ ARE NOT eligible to participate in the Plan.

☒ ARE eligible to participate in the Plan. The term "Municipal Legal Officer" shall include only the following positions (must specify): The City Attorney and the Judge of the Municipal Court of the City of Roswell, Georgia, provided they are not an active participant in any other GMEBS plan as a Municipal Legal Officer. Provided further, that any Municipal Legal Officer who first holds such office or who returns to such office (following a vacation of office) on or after March 1, 2011 shall not participate in the Plan for any purpose following the date on which he or she first holds such office or first returns to office (following a vacation of office) on or after March 1, 2011. The term "Municipal Legal Officer" shall not include any City Attorney or Assistant City Attorney hired on or after December 18, 2000; provided that if a City Attorney or Assistant City Attorney hired on or after December 18, 2000 meets the eligibility requirements for Eligible Regular Employees set forth in Section 10 of this Adoption Agreement (40 hours per week, 6 months per year), such City Attorney or Assistant City Attorney shall be treated as an Eligible Regular Employee for all purposes under the Plan. Any City Attorney or Assistant City Attorney hired on or after December 18, 2000 who does not meet the eligibility requirements for Eligible Regular Employees set forth in Section 10 of this Adoption Agreement (40 hours per week, 6 months per year) shall not be eligible to participate in the Plan for any purpose.

Please specify any limitations on eligibility to participate here (e.g., service on or after certain date): City Attorneys who are otherwise eligible to participate and who hold office on or after March 1, 1996 shall be qualified to applied for participation in the Plan on the first day of the month immediately following or coinciding with the first date after March 1, 1996 that they complete four (4) years of continuous Service as City Attorney. This provision shall not apply to a City Attorney or Assistant City Attorney hired on or after

**December 18, 2000. The Judge of the Municipal Court who holds office on December 1, 1987 shall be qualified to apply for participation in the Plan on such date. Municipal Court Judges who hold office subsequent to such date shall be qualified to apply for participation in the Plan on the first day of the month immediately following or coinciding with the first date after December 1, 1987 that they occupy the office of Municipal Court Judge. Notwithstanding any provision herein to the contrary, any Municipal Legal Officer who first takes office or returns to office (following vacation of office) on or after March 1, 2011 shall not participate in the Plan for any purpose following the date on which he or she first holds such office or returns to office (following a vacation of office) on or after March 1, 2011(see General Addendum Section 2 and 13).**

## 10. ELIGIBILITY CONDITIONS

### A. **Hours Per Week (Regular Employees)**

The Adopting Employer may specify a minimum number of hours per week which are required to be scheduled and worked by Regular Employees in order for them to become and remain "Eligible Regular Employees" under the Plan. **It is the responsibility of the Adopting Employer to determine whether these requirements are and continue to be satisfied.** The Employer hereby elects the following minimum hour requirement for Regular Employees:

- ☐ No minimum
- ☐ 20 hours/week (regularly scheduled)
- ☐ 30 hours/week (regularly scheduled)
- ☒ Other: **40** (must not exceed 40 hours/week regularly scheduled)

**Exceptions:** If a different minimum hour requirement applies to a particular class or classes of Regular Employees, please specify below the classes to whom the different requirement applies and indicate the minimum hour requirement applicable to them.

Class(es) of Regular Employees to whom exception applies (**must specify**): \_\_\_\_\_

\_\_\_\_\_

Minimum hour requirement applicable to excepted Regular Employees:

- ☐ No minimum
- ☐ 20 hours/week (regularly scheduled)
- ☐ 30 hours/week (regularly scheduled)
- ☐ Other: \_\_\_\_\_ (must not exceed 40 hours/week regularly scheduled)

### B. **Months Per Year (Regular Employees)**

The Adopting Employer may specify a minimum number of months per year which are required to be scheduled and worked by Regular Employees in order for them to become and remain "Eligible Employees" under the Plan. **It is the responsibility of the Adopting Employer to determine whether these requirements are and continue to be satisfied.** The Employer hereby elects the following minimum requirement for Regular Employees:

- ☐ No minimum
- ☒ At least **6** months per year (regularly scheduled)
- ☐ Other: \_\_\_\_\_

## 11. WAITING PERIOD

Unless otherwise specified by the Adopting Employer in an addendum to this Adoption Agreement, Regular Employees shall be required to complete one (1) year of continuous, uninterrupted Service with the Adopting Employer before they qualify for participation in the Plan. The determination as to whether the waiting period has been satisfied shall be made in accordance with provisions of the Master Plan.

## 12. ESTABLISHING PARTICIPATION IN THE PLAN

Participation in the Plan is considered mandatory for all Eligible Employees who satisfy the eligibility conditions specified in the Adoption Agreement. However, the Employer may specify below that participation is optional for certain classes of Eligible Employees, including elected or appointed members of the Governing Authority, Municipal Legal Officers, City Managers, and/or Department Heads. If participation is optional for an Eligible Employee, then in order to become a Participant, he must make a written election to participate within 120 days after employment, election or appointment to office, or if later, the date he first becomes eligible to participate in the Plan. The election is irrevocable, and the failure to make the election within the 120 day time limit shall be deemed an irrevocable election not to participate in the Plan.

Classes for whom participation is optional (leave blank and skip to Section 13 unless participation is optional for one or more of the following classes):

- ☐ Elected or appointed members of the Governing Authority
- ☐ Municipal Legal Officers
- ☐ City Manager
- ☐ Department Heads
- ☐ Other (**must specify; all individuals specified must be Eligible Employees**):  
\_\_\_\_\_

## 13. CREDITED SERVICE

In addition to Current Credited Service the Adopting Employer may include as Credited Service the following types of service:

### A. **Credited Past Service with Adopting Employer**

Credited Past Service means the number of years and complete months of Service with the Adopting Employer prior to the date an Eligible Employee becomes a Participant which are treated as credited service under the Plan.

**(1) Eligible Employees Employed on Original Effective Date of GMEBS Plan.**  
With respect to Eligible Employees who are employed by the Adopting Employer on the original Effective Date of the Employer's GMEBS Plan, Service with the Adopting Employer prior to the

date the Eligible Employee becomes a Participant (including any Service prior to the Effective Date of the Plan) shall be treated as follows (**check one**):

- ☒ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).
- ☐ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), except for Service rendered prior to \_\_\_\_\_ (**insert date**).
- ☐ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), except as follows (**must specify other limitation**): \_\_\_\_\_
- ☐ No Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).

(2) **Previously Employed, Returning to Service after Original Effective Date.** If an Eligible Employee is not employed on the original Effective Date of the Employer's GMEBS Plan, but he returns to Service with the Adopting Employer sometime after the Effective Date, his Service prior to the date he becomes a Participant (including any Service prior the Effective Date) shall be treated as follows (**check one**):

- ☐ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), subject to any limitations imposed above with respect to Eligible Employees employed on the Effective Date.
- ☒ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), provided that after his return to employment, the Eligible Employee performs Service equal to the period of the break in Service or one (1) year, whichever is less. Any limitations imposed above with respect to Eligible Employees employed on the Effective Date shall also apply.
- ☐ No Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).

Other limitation(s) on Recognition of Credited Past Service (**must specify**): **In addition to the above limitations, Credited Past Service shall not include any tenure of office as an elected or appointed member of the Governing Authority unless the Participant was serving as an elected or appointed member of the Governing Authority or Eligible Regular Employee on December 1, 1987. Credited Past Service shall not include any tenure of office as a City Attorney unless the Participant was serving as City Attorney on January 1, 1996. Credited Past Service shall not include any tenure of office as Municipal Court Judge unless the Participant was serving as Municipal Court Judge on December 1, 1987.**

(3) **Eligible Employees Initially Employed After Effective Date.** If an Eligible Employee's initial employment date is after the original Effective Date of the Employer's GMEBS Plan, his Credited Past Service shall include only the number of years and complete

months of Service from his initial employment date to the date he becomes a Participant in the Plan.

**(4) Newly Eligible Classes of Employees.** If a previously ineligible class of Employees becomes eligible to participate in the Plan, the Employer must specify in an addendum to this Adoption Agreement whether and to what extent said Employees' prior service with the Employer shall be treated as Credited Past Service under the Plan.

**B. Prior Military Service**

**Note:** This Section does not concern military service required to be credited under USERRA – See Section 3.02 of the Master Plan for rules on the crediting of USERRA Military Service.

**(1) Credit for Prior Military Service.**

The Adopting Employer may elect to treat military service rendered prior to a Participant's initial employment date or reemployment date as Credited Service under the Plan. Unless otherwise specified by the Employer under "Other Conditions" below, the term "Military Service" shall be as defined in the Master Plan. Except as otherwise required by federal or state law or under "Other Conditions" below, Military Service shall not include service which is credited under any other local, state, or federal retirement or pension plan.

Military Service credited under this Section shall not include any service which is otherwise required to be credited under the Plan by federal or state law. Prior Military Service shall be treated as follows (**check one**):

- ☒ Prior Military Service is **not** creditable under the Plan (**if checked, skip to Section 13.C. – Prior Governmental Service**).
- ☐ Prior Military Service shall be counted as Credited Service for the following purposes (check one or more as applicable):
  - ☐ Computing amount of benefits payable.
  - ☐ Meeting minimum service requirements for vesting.
  - ☐ Meeting minimum service requirements for benefit eligibility.

**(2) Maximum Credit for Prior Military Service.**

Credit for Prior Military Service shall be limited to a maximum of \_\_\_\_\_ years (**insert number**).

**(3) Rate of Accrual for Prior Military Service.**

Credit for Prior Military Service shall accrue at the following rate (**check one**):

- ☐ One month of military service credit for every \_\_\_\_\_ month(s) (**insert number**) of Credited Service with the Adopting Employer.

- ☐ One year of military service credit for every \_\_\_\_ year(s) (**insert number**) of Credited Service with the Adopting Employer.
- ☐ All military service shall be creditable (subject to any caps imposed above) after the Participant has completed \_\_\_\_ years (**insert number**) of Credited Service with the Employer.
- ☐ Other requirement (**must specify**): \_\_\_\_\_

**(4) Payment for Prior Military Service Credit(check one):**

- ☐ Participants shall **not** be required to pay for military service credit.
- ☐ Participants shall be required to pay for military service credit as follows:
  - ☐ The Participant must pay \_\_\_\_% of the actuarial cost of the service credit (as defined below).
  - ☐ The Participant must pay an amount equal to (**must specify**): \_\_\_\_\_

Other Conditions for Award of Prior Military Service Credit (**must specify**): \_\_\_\_\_

**(5) Limitations on Service Credit Purchases.** Unless otherwise specified in an Addendum to the Adoption Agreement, for purposes of this Section and Section 13.C. concerning prior governmental service credit, the term "actuarial cost of service credit" means the actuarial accrued liability relating to such prior service credit as determined by the GMEBS actuary and calculated using the actuarial assumptions and methods employed in performing GMEBS member plan valuations. In the case of a service credit purchase, the Participant shall be required to comply with any rules and regulations established by the GMEBS Board of Trustees concerning said purchases.

**C. Prior Governmental Service**

**Note:** Prior service with other GMEBS employers shall be credited as provided under the Master Plan.

**(1) Credit for Prior Governmental Service.**

The Adopting Employer may elect to treat governmental service rendered prior to a Participant's initial employment date or reemployment date as creditable service under the Plan. Subject to any limitations imposed by law, the term "prior governmental service" shall be as defined by the Adopting Employer below. The Employer elects to treat prior governmental service as follows (**check one**):

- ☒ Prior governmental service is **not** creditable under the Plan (**if checked, skip to Section 13.D. – Unused Sick/Vacation Leave**).

- ☐ Prior governmental service shall be counted as Credited Service for the following purposes under the Plan (**check one or more as applicable**):
- ☐ Computing amount of benefits payable.
  - ☐ Meeting minimum service requirements for vesting.
  - ☐ Meeting minimum service requirements for benefit eligibility.

**(2) Definition of Prior Governmental Service.**

Prior governmental service shall be defined as follows: (**must specify**):

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Unless otherwise specified above, prior governmental service shall include only full-time service (minimum hour requirement same as that applicable to Eligible Regular Employees).

**(3) Maximum Credit for Prior Governmental Service.**

Credit for prior governmental service shall be limited to a maximum of \_\_\_\_\_ years (**insert number**).

**(4) Rate of Accrual for Prior Governmental Service Credit.**

Credit for prior governmental service shall accrue at the following rate (**check one**):

- ☐ One month of prior governmental service credit for every \_\_\_\_\_ month(s) (**insert number**) of Credited Service with the Adopting Employer.
- ☐ One year of prior governmental service credit for every \_\_\_\_\_ year(s) (**insert number**) of Credited Service with the Adopting Employer.
- ☐ All prior governmental service shall be creditable (subject to any caps imposed above) after the Participant has completed \_\_\_\_\_ years (**insert number**) of Credited Service with the Adopting Employer.
- ☐ Other requirement (**must specify**): \_\_\_\_\_

**(5) Payment for Prior Governmental Service Credit.**

- ☐ Participants shall **not** be required to pay for governmental service credit.
- ☐ Participants shall be required to pay for governmental service credit as follows:
  - ☐ The Participant must pay \_\_\_\_\_% of the actuarial cost of the service credit.
  - ☐ The Participant must pay an amount equal to (**must specify**): \_\_\_\_\_

---

Other Conditions for Award of Prior Governmental Service Credit (**must specify**): \_\_\_\_\_

---

**D. Leave Conversion for Unused Paid Time Off (e.g., Sick, Vacation, or Personal Leave)**

**(1) Credit for Unused Paid Time Off.**

Subject to the limitations in Section 3.01 of the Master Plan, an Adopting Employer may elect to treat accumulated days of unused paid time off for a terminated Participant as Credited Service. The only type of leave permitted to be credited under this provision is leave from a paid time off plan which qualifies as a bona fide sick and vacation leave plan (which may include sick, vacation or personal leave) and which the Participant may take as paid leave without regard to whether the leave is due to illness or incapacity. The Credited Service resulting from the conversion of unused paid time off must not be the only Credited Service applied toward the accrual of a normal retirement benefit under the Plan. The Pension Committee shall be responsible to certify to GMEBS the total amount of unused paid time off that is creditable hereunder.

**Important Note:** Leave cannot be converted to Credited Service in lieu of receiving a cash payment. If the Employer elects treating unused paid time off as Credited Service, the conversion to Credited Service will be automatic, and the Participant cannot request a cash payment for the unused paid time off.

The Employer elects the following treatment of unused paid time off:

- ☒ Unused paid time off shall **not** be treated as Credited Service (**if checked, skip to Section 14 – Retirement Eligibility**).
- ☐ The following types of unused paid time off shall be treated as Credited Service under the Plan (**check one or more as applicable**):
  - ☐ Unused sick leave
  - ☐ Unused vacation leave
  - ☐ Unused personal leave
  - ☐ Other paid time off (**must specify, subject to limitations in Section 3.01 of Master Plan**):  
\_\_\_\_\_

**(2) Minimum Service Requirement.**

In order to receive credit for unused paid time off, a Participant must meet the following requirement at termination (**check one**):

- ☐ The Participant must be 100% vested in a normal retirement benefit.
- ☐ The Participant must have at least \_\_\_\_\_ years (**insert number**) of Total Credited Service (not including leave otherwise creditable under this Section).
- ☐ Other (**must specify, subject to limitations in Section 3.01 of Master Plan**):  
\_\_\_\_\_



**(3) Use of Unused Paid Time Off Credit.** Unused paid time off shall count as Credited Service for the following purposes under the Plan (**check one or more as applicable**):

- ☐ Computing amount of benefits payable.
- ☐ Meeting minimum service requirements for vesting.
- ☐ Meeting minimum service requirements for benefit eligibility.

**(4) Maximum Credit for Unused Paid Time Off.**

Credit for unused paid time off shall be limited to a maximum of \_\_\_\_ months (**insert number**).

**(5) Computation of Unused Paid Time Off.**

Unless otherwise specified by the Adopting Employer under "Other Conditions" below, each twenty (20) days of creditable unused paid time off shall constitute one (1) complete month of Credited Service under the Plan. Partial months shall not be credited.

**(6) Other Conditions (please specify, subject to limitations in Section 3.01 of Master Plan):** \_\_\_\_\_

\_\_\_\_\_

## **14. RETIREMENT ELIGIBILITY**

### **A. Early Retirement Qualifications**

Early retirement qualifications are (**check one or more as applicable**):

- ☒ Attainment of age **55** (**insert number**)
- ☒ Completion of **10** years (**insert number**) of Total Credited Service

**Exceptions:** If different early retirement eligibility requirements apply to a particular class or classes of Eligible Employees, the Employer must specify below the classes to whom the different requirements apply and indicate below the requirements applicable to them.

Eligible Employees to whom exception applies (**must specify**): \_\_\_\_\_

\_\_\_\_\_

Early retirement qualifications for excepted class(es) are (**check one or more as applicable**):

- ☐ Attainment of age \_\_\_\_\_ (**insert number**)
- ☐ Completion of \_\_\_\_\_ years (**insert number**) of Total Credited Service

**B. Normal Retirement Qualifications**

**Note:** Please complete this Section and also list "Alternative" Normal Retirement Qualifications, if any, in Section 14.C.

**(1) Regular Employees**

Normal retirement qualifications for Regular Employees are (**check one or more as applicable**):

- ☒ Attainment of age **65** (insert number)
- ☒ Completion of **5** years (insert number) of Total Credited Service

**Exceptions:** If different normal retirement qualifications apply to a particular class or classes of Regular Employees, the Employer must specify below the classes to whom the different requirements apply and indicate below the requirements applicable to them.

Class(es) of Regular Employees to whom exception applies (**must specify**): \_\_\_\_\_

Normal retirement qualifications for excepted class(es) are (**check one or more as applicable**):

- ☐ Attainment of age \_\_\_\_\_ (insert number)
- ☐ Completion of \_\_\_\_\_ years (insert number) of Total Credited Service

**(2) Elected or Appointed Members of Governing Authority**

**Complete this Section only if elected or appointed members of the Governing Authority or Municipal Legal Officers are permitted to participate in the Plan.** Normal retirement qualifications for this class are (**check one or more as applicable**):

- ☒ Attainment of age **65** (insert number)
- ☐ Completion of \_\_\_\_\_ years (insert number) of Total Credited Service

**C. Alternative Normal Retirement Qualifications**

**Please skip to Section 14.D. - Disability Benefit Qualifications if the Adopting Employer does not offer alternative normal retirement benefits under the Plan.** The Employer may elect to permit Participants to retire with unreduced benefits after they satisfy service and/or age requirements other than the regular normal retirement qualifications specified above. The Employer hereby adopts the following alternative normal retirement qualifications:

**Alternative Normal Retirement Qualifications (check one or more, as applicable):**

- (1) ☐ Alternative Minimum Age & Service Qualifications. (if checked, please complete one or more items below, as applicable):**

- ☐ Attainment of age \_\_\_\_\_ (**insert number**)
- ☐ Completion of \_\_\_\_\_ years (**insert number**) of Total Credited Service

This alternative normal retirement benefit is available to:

- ☐ All Participants who qualify.
- ☐ Only the following Participants (**must specify**): \_\_\_\_\_

A Participant (**check one**): ☐ is required ☐ is not required to be in the service of the Employer at the time he satisfies the above qualifications in order to qualify for this alternative normal retirement benefit.

Other eligibility requirement (**must specify**): \_\_\_\_\_

- (2) ☒ **Rule of 80 (insert number).** The Participant's combined Total Credited Service and age must equal or exceed this number. Please complete additional items below:

To qualify for this alternative normal retirement benefit, the Participant (**check one**):

- ☒ must have attained at least age **55** (**insert number**)
- ☐ must not satisfy any minimum age requirement.

This alternative normal retirement benefit is available to:

- ☐ All Participants who qualify.
- ☒ Only the following Participants (**must specify**): **All Participants except for Employees (including municipal legal officers) hired on a contract basis on or after July 1, 2000.**

A Participant (**check one**): ☐ is required ☒ is not required to be in the service of the Employer at the time he satisfies the Rule in order to qualify for this alternative normal retirement benefit.

Other eligibility requirement (**must specify**): \_\_\_\_\_

- (3) ☐ **Alternative Minimum Service.** A Participant is eligible for an alternative normal retirement benefit if he has at least \_\_\_\_\_ years (**insert number**) of Total Credited Service, regardless of the Participant's age.

This alternative normal retirement benefit is available to:

- ☐ All Participants who qualify.
- ☐ Only the following Participants (**must specify**): \_\_\_\_\_

A Participant (**check one**): ☐ is required ☐ is not required to be in the service of the Employer at the time he satisfies the qualifications for this alternative normal retirement benefit.

Other eligibility requirement (**must specify**): \_\_\_\_\_

(4) ☐ **Other Alternative Normal Retirement Benefit.**

**Must specify qualifications:** \_\_\_\_\_

This alternative normal retirement benefit is available to:

- ☐ All Participants who qualify.
- ☐ Only the following Participants (**must specify**): \_\_\_\_\_

A Participant (**check one**): ☐ is required ☐ is not required to be in the service of the Employer at the time he satisfies the qualifications for this alternative normal retirement benefit.

Other eligibility requirement (**must specify**): \_\_\_\_\_

**D. Disability Benefit Qualifications**

**Please skip to Section 15 - Retirement Benefit Computation if the Adopting Employer does not offer disability retirement benefits under the Plan.** Subject to the other terms and conditions of the Master Plan and except as otherwise provided in an Addendum to this Adoption Agreement, disability retirement qualifications are based upon Social Security Administration award criteria or as otherwise provided under Section 2.21 of the Master Plan. The Disability Retirement benefit shall commence as of the Participant's Disability Retirement Date under Section 2.22 of the Master Plan.

To qualify for a disability benefit, a Participant must have the following minimum number of years of Total Credited Service:

- ☒ No minimum.
- ☐ \_\_\_\_\_ years (**insert number**) of Total Credited Service.

Other eligibility requirement (**must specify**): \_\_\_\_\_

## 15. RETIREMENT BENEFIT COMPUTATION

### A. Maximum Total Credited Service

The number of years of Total Credited Service which may be used to calculate a benefit is **(check one)**:

- ☒ not limited.
- ☐ limited to \_\_\_\_\_ years.
- ☐ limited to \_\_\_\_\_ years as an elected or appointed member of the Governing Authority or Municipal Legal Officer.

### B. Monthly Normal Retirement Benefit Amount

#### (1) Regular Employee Formula

The monthly normal retirement benefit for Eligible Regular Employees shall be 1/12 of **(check and complete one or more as applicable)**:

- ☒ (a) **Flat Percentage Formula. 2% (insert percentage)** of Final Average Earnings multiplied by years of Total Credited Service as an Eligible Regular Employee.

This formula applies to:

- ☒ All Participants who are Regular Employees.
- ☐ Only the following Participants **(must specify)**: \_\_\_\_\_

- ☐ (b) **Alternative Flat Percentage Formula. \_\_\_\_\_ % (insert percentage)** of Final Average Earnings multiplied by years of Total Credited Service as an Eligible Regular Employee. This formula applies to the following Participants **(must specify)**: \_\_\_\_\_.

- ☐ (c) **Split Final Average Earnings Formula. \_\_\_\_\_ % (insert percentage)** of Final Average Earnings up to the amount of **Covered Compensation (see subsection (2) below for definition of Covered Compensation)**, plus \_\_\_\_\_% **(insert percentage)** of Final Average Earnings in excess of said Covered Compensation, multiplied by years of Total Credited Service as an Eligible Regular Employee.

This formula applies to:

- ☐ All Participants who are Regular Employees.
- ☐ Only the following Participants **(must specify)**: \_\_\_\_\_

- ☐ (d) **Alternative Split Final Average Earnings Formula.** \_\_\_\_\_ % (insert percentage) of Final Average Earnings up to the amount of **Covered Compensation (see subsection (2) below for definition of Covered Compensation)**, plus \_\_\_\_\_% (insert percentage) of Final Average Earnings in excess of said Covered Compensation, multiplied by years of Total Credited Service as an Eligible Regular Employee.

This formula applies to:

- ☐ All Participants.  
☐ Only the following Participants (**must specify**): \_\_\_\_\_

**[Repeat above subsections as necessary for each applicable benefit formula and Participant class covered under the Plan.]**

**(2) Covered Compensation (complete only if Split Formula(s) is checked above):**

Covered Compensation is defined as (check one or more as applicable):

- ☐ (a) **A.I.M.E. Covered Compensation** as defined in Section 2.16 of the Master Plan. This definition of Covered Compensation shall apply to (**check one**):
- ☐ All Participants who are Regular Employees.  
☐ Only the following Participants (**must specify**): \_\_\_\_\_.
- ☐ (b) **Dynamic Break Point** Covered Compensation as defined in Section 2.17 of the Master Plan. This definition of Covered Compensation shall apply to (**check one**):
- ☐ All Participants who are Regular Employees.  
☐ Only the following Participants (**must specify**): \_\_\_\_\_.
- ☐ (c) **Table Break Point** Covered Compensation as defined in Section 2.18 of the Master Plan. This definition of Covered Compensation shall apply to (**check one**):
- ☐ All Participants who are Regular Employees.  
☐ Only the following class(es) of Participants (**must specify**): \_\_\_\_\_
- ☐ (d) **Covered Compensation** shall mean a Participant's annual Earnings that do not exceed \$\_\_\_\_\_ (**specify amount**). This definition shall apply to (**check one**):
- ☐ All Participants who are Regular Employees.  
☐ Only the following Participants (**must specify**): \_\_\_\_\_.

**(3) Final Average Earnings**

Unless otherwise specified in an Addendum to the Adoption Agreement, Final Average Earnings is defined as the annual average of Earnings paid to a Participant by the Adopting Employer for the **3 (insert number not to exceed 5)** consecutive years (12 month periods) of Credited Service preceding the Participant's most recent Termination in which the Participant's Earnings were the highest. Note: GMEBS has prescribed forms for calculation of Final Average Earnings that must be used for this purpose.

This definition of Final Average Earnings applies to:

- ☒ All Participants who are Regular Employees.
- ☐ Only the following Participants (**must specify**): \_\_\_\_\_.

**[Repeat above subsection as necessary for each applicable definition and Participant class covered under the Plan.]**

**(4) Formula for Elected or Appointed Members of the Governing Authority**

**Complete this Section only if elected or appointed members of the Governing Authority or Municipal Legal Officers are permitted to participate in the Plan.** The monthly normal retirement benefit for members of this class shall be as follows (**check one**):

**\$30.00 (insert dollar amount)** per month for each year of Total Credited Service as an elected or appointed member of the Governing Authority or Municipal Legal Officer or major fraction thereof (6 months and 1 day).

This formula applies to:

- ☒ All elected or appointed members of the Governing Authority or Municipal Legal Officers eligible to participate.
- ☐ Only the following elected or appointed members of the Governing Authority or Municipal Legal Officers eligible to participate (**must specify**): \_\_\_\_\_.

**[Repeat above subsection as necessary for each applicable formula for classes of elected or appointed members covered under the Plan.]**

**C. Monthly Early Retirement Benefit Amount**

**Check and complete one or more as applicable:**

- ☐ (1) **Standard Early Retirement Reduction Table.** The monthly Early Retirement benefit shall be computed in the same manner as the monthly Normal Retirement benefit, but the benefit shall be reduced on an Actuarially Equivalent basis in accordance with Section 12.01 of the Master Plan to account for early commencement of benefits. This provision shall apply to:

- ☐ All Participants.

- ☐ Only the following Participants (**must specify**): \_\_\_\_\_
- ☒ (2) **Alternative Early Retirement Reduction Table.** The monthly Early Retirement benefit shall be computed in the same manner as the monthly Normal Retirement benefit, but the benefit shall be reduced to account for early commencement of benefits based on the following table. This table shall apply to:
- ☒ All Participants.
- ☐ Only the following Participants (**must specify**): \_\_\_\_\_.

**Alternative Early Retirement Reduction Table**

<b><u>Number of Years Before</u></b> <b><u>Age 65</u></b> <b>(check as applicable)</b>	<b><u>Percentage of</u></b> <b><u>Normal Retirement Benefit*</u></b> <b>(complete as applicable)</b>
<input checked="" type="checkbox"/> 0	1.000
<input checked="" type="checkbox"/> 1	0.970
<input checked="" type="checkbox"/> 2	0.940
<input checked="" type="checkbox"/> 3	0.910
<input checked="" type="checkbox"/> 4	0.880
<input checked="" type="checkbox"/> 5	0.850
<input checked="" type="checkbox"/> 6	0.820
<input checked="" type="checkbox"/> 7	0.790
<input checked="" type="checkbox"/> 8	0.760
<input checked="" type="checkbox"/> 9	0.730
<input checked="" type="checkbox"/> 10	0.700
<input type="checkbox"/> 11	0.____
<input type="checkbox"/> 12	0.____
<input type="checkbox"/> 13	0.____
<input type="checkbox"/> 14	0.____
<input type="checkbox"/> 15	0.____

\*Interpolate for whole months

**D. Monthly Late Retirement Benefit Amount (check one):**

- ☒ (1) The monthly Late Retirement benefit shall be computed in the same manner as the Normal Retirement Benefit, based upon the Participant's Accrued Benefit as of his Late Retirement Date.
- ☐ (2) The monthly Late Retirement benefit shall be the greater of: (1) the monthly retirement benefit accrued as of the Participant's Normal Retirement Date, actuarially increased in accordance with the actuarial table contained in Section 12.06 of the Master Plan; or (2) the monthly retirement benefit accrued as of the Participant's Late Retirement Date,



without further actuarial adjustment under Section 12.06 of the Master Plan.

**E. Monthly Disability Benefit Amount**

**Complete this Section only if the Adopting Employer elects to provide Disability retirement benefits.** The amount of the monthly Disability Benefit shall be computed in the same manner as the Normal Retirement benefit, based upon the Participant's Accrued Benefit as of his Disability Retirement Date.

**Minimum Disability Benefit.** The Adopting Employer may set a minimum Disability Benefit. The Employer elects the following minimum Disability benefit (**check one**):

- ☐ No minimum is established.
- ☐ No less than (**check one**): ☐ 20% ☐ 10% ☐ \_\_\_\_% (**if other than 20% or 10% insert percentage amount**) of the Participant's average monthly Earnings for the 12 calendar month period immediately preceding his Termination of Employment as a result of a Disability. (Unless otherwise specified in an Addendum to the Adoption Agreement, no minimum will apply to elected or appointed members of the Governing Authority or Municipal Legal Officers.)
- ☒ No less than (**check one**): ☒ 66 2/3 % ☐ \_\_\_\_% (**if other than 66 2/3%, insert percentage amount**) of the Participant's average monthly Earnings for the 12 calendar month period immediately preceding his Termination of Employment as a result of a Disability, less any benefits paid from Workers Compensation, federal Social Security benefits as a result of disability, any state compulsory disability plan, and any disability income plan paid by the Employer. (Unless otherwise specified in an Addendum to the Adoption Agreement, no minimum will apply to elected or appointed members of the Governing Authority or Municipal Legal Officers.)

**F. Minimum/Maximum Benefit For Elected Officials**

**Complete this Section only if elected or appointed members of the Governing Authority participate in the Plan.** In addition to any other limitations imposed by federal or state law, the Employer may impose a cap on the monthly benefit amount that may be received by elected or appointed members of the Governing Authority. The Employer elects (**check one**):

- ☒ No minimum or maximum applies.
- ☐ Monthly benefit for Service as an elected or appointed member of the Governing Authority may not exceed 100% of the Participant's final salary as an elected or appointed member of the Governing Authority.
- ☐ Other minimum or maximum (**must specify**): \_\_\_\_\_

## 16. IN-SERVICE DISTRIBUTIONS; COLA

### A. Distributions For Those Who Remain In Service After Normal Retirement

The Employer may elect to permit active Participants who have satisfied the Employer's qualifications for Normal Retirement or Alternative Normal Retirement to begin drawing their benefit even though they have not yet terminated employment with the Employer, subject to the terms of the Master Plan. However, in accordance with IRS requirements, even if the Employer elects to permit in-service distributions and a Participant has otherwise satisfied the qualifications for Normal Retirement or Alternative Normal Retirement in Sections 14.B. or 14.C. above, the Participant will not be permitted to take an in-service distribution unless the Participant satisfies the applicable minimum age parameters set forth below. The Employer makes the following election in this regard (**check one**):

- ☒ (1) Distribution of retirement benefits is **not** permitted until the Participant has terminated employment and otherwise qualifies for receipt of benefits.
- ☐ (2) Participants who have satisfied the qualifications for Normal Retirement or Alternative Normal Retirement, or, if higher, the minimum age parameters set forth below, may begin drawing their Normal Retirement benefit even though they remain in the service of the Employer. This provision applies to (**check one**):
  - ☐ All Participants
  - ☐ Only Participants in the following classes (in-service distributions not permitted for any others) (**must specify**): \_\_\_\_\_

**Note:** To be eligible for an in-service distribution, the Participant's age must meet the following minimum age parameters:

- For Participants who are not "public safety employees," the Participant must be at least age 62 or older. Based upon GMEBS' most recent actuarial experience study, this age is reasonably representative of the typical retirement age for the GMEBS' member municipalities/governmental entities (the "industry" in which members work). If the Employer selects a Normal Retirement Age or Alternative Normal Retirement Age in Section 14.B. or 14.C. that is at least age 62, the Plan's normal retirement age will fall within the IRS pre-approved safe harbor.
- For Participants who are "public safety employees," the Participant must be at least age 50 or older. If the Employer selects a Normal Retirement Age or Alternative Normal Retirement Age in Section 14.B. or 14.C. that is at least age 50, the Plan's normal retirement age will fall within the IRS pre-approved safe harbor for public safety employees. **Note:** "Public safety employees" are defined under the Internal Revenue Code for this purpose as employees of a State or political subdivision of a State who provide police protection, firefighting services, or emergency medical services for any area within the jurisdiction of such State or political subdivision.

**B. Cost Of Living Adjustment**

The Employer may elect to provide for an annual cost-of-living adjustment (COLA) in the amount of benefits being received by Retired Participants and Beneficiaries, which shall be calculated and paid in accordance with the terms of the Master Plan. The Employer hereby elects the following **(check one)**:

- ☒ (1) No cost-of-living adjustment.
- ☐ (2) Variable Annual cost-of-living adjustment not to exceed \_\_\_\_\_% **(insert percentage)**.
- ☐ (3) Fixed annual cost-of-living adjustment equal to \_\_\_\_\_% **(insert percentage)**.

The above cost-of-living adjustment shall apply with respect to the following Participants (and their Beneficiaries) **(check one)**:

- ☒ All Participants (and their Beneficiaries).
- ☐ Participants (and their Beneficiaries) who terminate employment on or after \_\_\_\_\_ **(insert date)**.
- ☐ Other **(must specify)**: \_\_\_\_\_

**C. Re-Employment After Retirement**

**(1) Reemployment After Normal Retirement.** In the event a Retired Participant is reemployed with the Employer as an Eligible Employee after his Normal Retirement Date, the following rule shall apply **(check one)**:

- ☒ (a) The Participant's benefit shall be suspended in accordance with Section 6.06(a) of the Master Plan for as long as the Participant remains employed.
- ☐ (b) The Participant may continue to receive his retirement benefit in accordance with Section 6.06(c) of the Master Plan. This rule shall apply to **(check one)**: ☐ all Retired Participants ☐ only the following classes of Retired Participants **(must specify - benefits of those Retired Participants not listed shall be suspended in accordance with Section 6.06(a) of the Master Plan if they return to work with the Employer)**:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**(2) Reemployment After Early Retirement.** In the event a Participant retires with an Early Retirement benefit and is reemployed with the Employer as an Eligible Employee before his Normal Retirement Date, the following rule shall apply **(check one)**:

- ☒ (a) The Participant's Early Retirement benefit shall be suspended in accordance with Section 6.06(a) of the Master Plan for as long as the Participant remains employed.
- ☐ (b) The Participant's eligibility to continue receiving Early Retirement benefits shall be subject to the following limitations (**if this item is checked, check one of the following**):
- ☐ (i) The Participant's Early Retirement benefit shall be suspended. However, the Participant may again begin receiving benefits after he satisfies the qualifications for Normal Retirement or alternative Normal Retirement in accordance with Section 6.06(d) of the Master Plan.
- ☐ (ii) The Participant may continue receiving his Early Retirement benefit in accordance with Section 6.06(e) of the Master Plan, provided his initial retirement was in good faith and he does not return to employment with the Employer for a minimum of \_\_\_\_\_ months (**insert number no less than 6**) following his effective Retirement date. If this requirement is not met, the Participant's benefit shall be suspended until he satisfies the qualifications for Normal Retirement or alternative Normal Retirement in accordance with Section 6.06(d) of the Master Plan. This rule shall apply to (**check one**): ☐ all Retired Participants ☐ only the following classes of Retired Participants (**must specify - benefits of those Retired Participants not listed shall be suspended in accordance with Section 6.06(a) of the Master Plan if they return to work with the Employer**):
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

## **17. TERMINATION OF EMPLOYMENT BEFORE RETIREMENT; VESTING**

### **A. Eligible Regular Employees**

Subject to the terms and conditions of the Master Plan, a Participant who is an Eligible Regular Employee and whose employment is terminated for any reason other than death or retirement shall earn a vested right in his accrued retirement benefit in accordance with the following schedule (**check one**):

- ☐ **No vesting schedule (immediate vesting).**

- ☒ **Cliff Vesting Schedule.** Benefits shall be 100% vested after the Participant has a minimum of 5 years (**insert number not to exceed 10**) of Total Credited Service. Benefits remain 0% vested until the Participant satisfies this minimum.
- ☐ **Graduated Vesting Schedule.** Benefits shall become vested in accordance with the following schedule (**insert percentages**):

<u>COMPLETED YEARS OF TOTAL CREDITED SERVICE</u>	<u>VESTED PERCENTAGE</u>
1	%
2	%
3	%
4	%
5	%
6	%
7	%
8	%
9	%
10	%

**Exceptions:** If a vesting schedule other than that specified above applies to a special class(es) of Regular Employees, the Employer must specify the different vesting schedule below and the class(es) to whom the different vesting schedule applies.

Regular Employees to whom exception applies (**must specify**): \_\_\_\_\_

Vesting Schedule for excepted class (**must specify**): \_\_\_\_\_

## **B. Elected or Appointed Members of the Governing Authority**

**Complete this Section only if Elected or Appointed Members of the Governing Authority are permitted to participate in the Plan.** Subject to the terms and conditions of the Master Plan, a Participant who is an elected or appointed member of the Governing Authority or a Municipal Legal Officer shall earn a vested right in his accrued retirement benefit for Credited Service in such capacity in accordance with the following schedule (**check one**):

- ☒ No vesting schedule (immediate vesting).
- ☐ Other vesting schedule (**must specify**): \_\_\_\_\_

## **18. PRE-RETIREMENT DEATH BENEFITS**

### **A. In-Service Death Benefit**

Subject to the terms and conditions of the Master Plan, the Employer hereby elects the following in-service death benefit, to be payable in the event that an eligible Participant's employment with

the Employer is terminated by reason of the Participant's death prior to Retirement (**check and complete one**):

(1) ☐ **Auto A Death Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, equal to the decreased monthly retirement benefit that would have otherwise been payable to the Participant, had he elected a 100% joint and survivor benefit under Section 7.03 of the Master Plan. In order to be eligible for this benefit, a Participant must meet the following requirements (**check one**):

- ☐ The Participant must be vested in a normal retirement benefit.
- ☐ The Participant must have \_\_\_\_\_ years (**insert number**) of Total Credited Service.
- ☐ The Participant must be eligible for Early or Normal Retirement.
- ☐ Other eligibility requirement (**must specify**): \_\_\_\_\_

(2) ☒ **Actuarial Reserve Death Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, actuarially equivalent to the reserve required for the Participant's anticipated Normal Retirement benefit, provided the Participant meets the following eligibility conditions (**check one**):

- ☒ The Participant shall be eligible immediately upon becoming a Participant.
- ☐ The Participant must have \_\_\_\_\_ years (**insert number**) of Total Credited Service.
- ☐ Other eligibility requirement (**must specify**): \_\_\_\_\_

**Imputed Service.** For purposes of computing the actuarial reserve death benefit, the Participant's Total Credited Service shall include (**check one**):

- ☐ Total Credited Service accrued prior to the date of the Participant's death.
- ☒ Total Credited Service accrued prior to the date of the Participant's death, plus (**check one**): ☒ one-half ( $\frac{1}{2}$ ) ☐ \_\_\_\_\_ (**insert other fraction**) of the Service between such date of death and what would otherwise have been the Participant's Normal Retirement Date.

Minimum In-Service Death Benefit for Vested Employees Equal to Terminated Vested Death Benefit. Unless otherwise specified under "Exceptions" below, if a Participant's employment is terminated by reason of the Participant's death prior to Retirement, and if as of the date of death the Participant is vested but he does not qualify for the in-service death benefit, then the Auto A Death Benefit will be payable, provided the Auto A Death Benefit is made available to terminated vested employees under the Adoption Agreement (see "Terminated Vested Death Benefit" below).

(3) **Exceptions:** If an in-service death benefit other than that specified above applies to one or more classes of Participants, the Employer must specify below the death benefit payable, the class(es) to whom the different death benefit applies, and the eligibility conditions for said death benefit.

Alternative Death Benefit (**must specify formula that complies with definitely determinable requirements of Treasury Regulations Section 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415**): \_\_\_\_\_

Participants to whom alternative death benefit applies (**must specify**): \_\_\_\_\_

Eligibility conditions for alternative death benefit (**must specify**): \_\_\_\_\_

**B. Terminated Vested Death Benefit**

(1) **Complete this Section only if the Employer offers a terminated vested death benefit.** The Employer may elect to provide a terminated vested death benefit, to be payable in the event that a Participant who is vested dies after termination of employment but before Retirement benefits commence. Subject to the terms and conditions of the Master Plan, the Employer hereby elects the following terminated vested death benefit (**check one**):

- ☒ **Auto A Death Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, equal to the decreased monthly retirement benefit that would have otherwise been payable to the Participant had he elected a 100% joint and survivor benefit under Section 7.03 of the Master Plan.
- ☐ **Accrued Retirement Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary which shall be actuarially equivalent to the Participant's Accrued Normal Retirement Benefit determined as of the date of death.

(2) **Exceptions:** If a terminated vested death benefit other than that specified above applies to one or more classes of Participants, the Employer must specify below the death benefit payable, the class(es) to whom the different death benefit applies, and the eligibility conditions for said death benefit.

Alternative Death Benefit (**must specify formula that complies with definitely determinable requirements of Treasury Regulations Section 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415**): \_\_\_\_\_

Participants to whom alternative death benefit applies (**must specify**): \_\_\_\_\_

Eligibility conditions for alternative death benefit (**must specify**): \_\_\_\_\_

## 19. EMPLOYEE CONTRIBUTIONS

**(1) Employee contributions (check one):**

- ☒ Are not required.
- ☐ Are required in the amount of \_\_\_\_\_ % **(insert percentage)** of Earnings for all Participants.
- ☐ Are required in the amount of \_\_\_\_\_ % **(insert percentage)** of Earnings for Participants in the following classes **(must specify)**: \_\_\_\_\_

**[Repeat above subsection as necessary if more than one contribution rate applies.]**

**(2) Pre-Tax Treatment of Employee Contributions.** If Employee Contributions are required in Subsection (1) above, an Adopting Employer may elect to "pick up" Employee Contributions to the Plan in accordance with IRC Section 414(h). In such case, Employee Contributions shall be made on a pre-tax rather than a post-tax basis, provided the requirements of IRC Section 414(h) are met. If the Employer elects to pick up Employee Contributions, it is the Employer's responsibility to ensure that Employee Contributions are paid and reported in accordance with IRC Section 414(h). The Adopting Employer must not report picked up contributions as wages subject to federal income tax withholding.

The Employer hereby elects **(check one)**:

- ☐ To pick up Employee Contributions. By electing to pick up Employee Contributions, the Adopting Employer specifies that the contributions, although designated as Employee Contributions, are being paid by the Employer in lieu of Employee Contributions. The Adopting Employer confirms that the executor of this Adoption Agreement is duly authorized to take this action as required to pick up contributions. This pick-up of contributions applies prospectively, and it is evidenced by this contemporaneous written document. On and after the date of the pick-up of contributions, a Participant does not have a cash or deferred election right (within the meaning of Treasury Regulation Section 1.401(k)-1(a)(3)) with respect to the designated Employee Contributions, which includes not having the option of receiving the amounts directly instead of having them paid to the Plan.
- ☐ Not to pick up Employee Contributions.

**(3) Interest on Employee Contributions.** The Adopting Employer may elect to pay interest on any refund of Employee Contributions.

- ☐ Interest shall not be paid.
- ☐ Interest shall be paid on a refund of Employee Contributions at a rate established by GMEBS from time to time.



- ☐ Other rate of interest (must specify rate, subject to the provisions of Section 13.06 of the Master Plan Document):\_\_\_\_\_.

## **20. MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT**

If an Adopting Employer desires to amend any of its elections contained in this Adoption Agreement (or any Addendum), the Governing Authority by official action must adopt an amendment of the Adoption Agreement (or any Addendum) or a new Adoption Agreement (or Addendum) must be adopted and forwarded to the Board for approval. The amendment of the new Adoption Agreement (or Addendum) is not effective until approved by the Board and other procedures required by the Plan have been implemented.

The Administrator will timely inform the Adopting Employer of any amendments made by the Board to the Plan.

## **21. TERMINATION OF THE ADOPTION AGREEMENT**

This Adoption Agreement (and any Addendum) may be terminated only in accordance with the Plan. The Administrator will inform the Adopting Employer in the event the Board should decide to discontinue this volume submitter program.

## **22. EMPLOYER ADOPTION AND AUTHORIZATION FOR AMENDMENTS**

**Adoption.** The Adopting Employer hereby adopts the terms of the Adoption Agreement and any Addendum, which is attached hereto and made a part of this resolution. The Adoption Agreement (and, if applicable, the Addendum) sets forth the Employees to be covered by the Plan, the benefits to be provided by the Adopting Employer under the Plan, and any conditions imposed by the Adopting Employer with respect to, but not inconsistent with, the Plan. The Adopting Employer reserves the right to amend its elections under the Adoption Agreement and any Addendum, so long as the amendment is not inconsistent with the Plan or the Internal Revenue Code or other applicable law and is approved by the Board of Trustees of GMEBS. The Adopting Employer acknowledges that it may not be able to rely on the volume submitter advisory letter if it makes certain elections under the Adoption Agreement or the Addendum.

The Adopting Employer hereby agrees to abide by the Master Plan, Trust Agreement, and rules and regulations adopted by the Board of Trustees of GMEBS, as each may be amended from time to time, in all matters pertaining to the operation and administration of the Plan. It is intended that the Act creating the Board of Trustees of GMEBS, this Plan, and the rules and regulations of the Board are to be construed in harmony with each other. In the event of a conflict between the provisions of any of the foregoing, they shall govern in the following order:

- (1) The Act creating the Board of Trustees of The Georgia Municipal Employees' Benefit System, O.C.G.A. Section 47-5-1 et seq. (a copy of which is included in the Appendix to the Master Defined Benefit Plan Document) and any other applicable provisions of O.C.G.A. Title 47;

- (2) The Master Defined Benefit Plan Document and Trust Agreement;
- (3) This Ordinance and Adoption Agreement (and any Addendum); and
- (4) The rules and regulations of the Board.

In the event that any section, subsection, sentence, clause or phrase of this Plan shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the previously existing provisions or the other section or sections, subsections, sentences, clauses or phrases of this Plan, which shall remain in full force and effect, as if the section, subsection, sentence, clause or phrase so declared or adjudicated invalid or unconstitutional were not originally a part hereof. The Governing Authority hereby declares that it would have passed the remaining parts of this Plan or retained the previously existing provisions if it had known that such part or parts hereof would be declared or adjudicated invalid or unconstitutional.

This Adoption Agreement (and any Addendum) may only be used in conjunction with Georgia Municipal Employees Benefit System Master Defined Benefit Retirement Plan Document approved by the Internal Revenue Service under advisory letter M591996a dated March 31, 2010. The Adopting Employer understands that failure to properly complete this Adoption Agreement (or any Addendum), or to operate and maintain the Plan and Trust in accordance with the terms of the completed Adoption Agreement (and any Addendum), Master Plan Document and Trust, may result in disqualification of the Adopting Employer's Plan under the Internal Revenue Code. Inquiries regarding the adoption of the Plan, the meaning of Plan provisions, or the effect of the IRS advisory letter should be directed to the Administrator. The Administrator is Georgia Municipal Employees Benefit System, with its primary business offices located at: 201 Pryor Street, SW, Atlanta, Georgia, 30303. The business telephone number is: (404) 688-0472. The primary person to contact is: GMEBS Legal Counsel.

**Authorization for Amendments.** Effective on and after February 17, 2005, the Adopting Employer hereby authorizes Ice Miller LLP, Legal Counsel, the volume submitter practitioner who sponsors the Plan on behalf of GMEBS, to amend the Plan (subject to Board approval) on its behalf as provided under Revenue Procedure 2005-16 and Announcement 2005-37. Employer notice and signature requirements have been met for the Adopting Employer before the effective date of February 17, 2005. The Adopting Employer understands that the implementing amendment reads as follows:

With the approval of the Board, the Practitioner shall amend the Plan on behalf of all Adopting Employers, including those Adopting Employers who have adopted the Plan prior to this restatement of the Plan, for changes in the Code, the regulations thereunder, revenue rulings, other statements published by Internal Revenue Service, including model, sample, or other required good faith amendments (but only if their adoption will not cause such Plan to be individually designed), and for corrections of prior approved plans. These amendments shall be applied to all Adopting Employers.

Notwithstanding the foregoing paragraph, the Practitioner shall no longer have the authority to amend the Plan on behalf of any Adopting Employer as of either:

- the date the Internal Revenue Service requires the Adopting Employer to file Form 5300 as an individually designed plan as a result of an amendment by the Adopting Employer to incorporate a type of Plan not allowable in a volume submitter plan as described in Revenue Procedure 2005-16; or
- as of the date of the Plan is otherwise considered an individually designed plan due to the nature and extent of the amendments.

If the Adopting Employer is required to obtain a determination letter for any reason in order to maintain reliance on the advisory letter, the Practitioner's authority to amend the Plan on behalf of the Adopting Employer is conditioned on the Plan receiving a favorable determination letter. In any event, any amendment made by the Practitioner is subject to the approval of the Board.

GMEBS will maintain or have maintained on behalf of the Practitioner, a record of the Adopting Employers, and GMEBS on behalf of the Practitioner will make reasonable and diligent efforts to ensure that Adopting Employers have actually received and are aware of all Plan amendments and that such Adopting Employers adopt new documents when necessary. The provisions of this Section shall supersede other provisions of the Plan to the extent those other provisions are inconsistent.

The Adopting Employer further understands that, if it does not give its authorization hereunder or, in the alternative, adopt another pre-approved plan, its Plan will become an individually designed plan and will not be able to rely on the volume submitter advisory letter.

**AN ORDINANCE (continued from page 1)**

**Section 2.** Except as otherwise specifically required by law or by the terms of the Master Plan or Adoption Agreement (or any Addendum), the rights and obligations under the Plan with respect to persons whose employment or term of office with the City was terminated for any reason whatsoever prior to the effective date of this Ordinance are fixed and shall be governed by such Plan, if any, as it existed and was in effect at the time of such termination.

**Section 3.** The effective date of this Ordinance shall be March 1, 2011.

**Section 4.** All Ordinances and parts of ordinances in conflict herewith are expressly repealed.

Approved by the Mayor and Council of the City of Roswell, Georgia this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Attest:

CITY OF ROSWELL, GEORGIA

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

(SEAL)

Approved:

\_\_\_\_\_  
City Attorney

The terms of the foregoing Adoption Agreement are approved by the Board of Trustees of Georgia Municipal Employees Benefit System.

IN WITNESS WHEREOF, the Board of Trustees of Georgia Municipal Employees Benefit System has caused its Seal and the signatures of its duly authorized officers to be affixed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Board of Trustees  
Georgia Municipal Employees  
Benefit System

(SEAL)

\_\_\_\_\_  
Secretary