CITY OF CLERMONT

FIREFIGHTERS' RETIREMENT PLAN

SUMMARY PLAN DESCRIPTION

FEBRUARY, 2025

INTRODUCTION

As a Member in the City of Clermont Firefighters' Retirement Plan, you are included in a program of benefits to help you meet your financial needs in retirement, or in the event of disability or death. The purpose of this Summary Plan Description (SPD) is to give you a brief description of benefits available to you under your pension plan.

Planning for retirement begins now. This SPD can be a valuable tool in preparing for your retirement and financial future. If you need any further information on any of the topics presented in this SPD, please contact the Board of Trustees or the Plan Administrator. They will answer any questions to help you better understand your benefits.

The information presented is a summary of the pension plan as provided in the City of Clermont Code of Ordinances which governs your Pension Fund. The legal citation for your Plan is Ordinance 2021-012, dated March 23, 2021, as amended. A copy of the Plan Document can be found at <u>www.municode.com</u>, Code of Ordinances, City of Clermont, Part 1, Chapter 28, Article IV, Firefighters' Retirement Plan. This Summary Plan Description includes changes through Ordinance 2024-040, adopted November 12, 2024. Any discrepancies between information in this SPD and the Plan will be governed by the Plan. A copy of the Plan can also be obtained from the Board of Trustees. Their address is:

City of Clermont Firefighters' Retirement Plan c/o Resource Centers, LLC, Plan Administrator 4360 Northlake Boulevard - Suite 206 Palm Beach Gardens, FL 33410 Kyle@ResourceCenters.com

> 561-624-3277 - Telephone 561-624-3728 - Facsimile

Board of Trustees City of Clermont Firefighters' Retirement Plan

Judd Lent, Chairman Ryan Moore, Secretary Megan Robinson, Trustee Adam Watkins, Trustee Katherine Falcon, Trustee

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DEFINITIONS

Accumulated contributions means the total of all amounts contributed by a Member to the City of Clermont Firefighters' Retirement Plan.

Average final compensation means:

For a full-time firefighter: one-twelfth of the average salary of the five best years of the last ten years of credited service prior to retirement, termination, or death, or the career average as a full-time firefighter, whichever is greater. A year shall be 12 consecutive months.

For a volunteer firefighter: one-twelfth of the average salary of the five best years of the last ten best contributing years prior to change in status to a permanent full-time firefighter or retirement as a volunteer firefighter or the career average of the firefighter, whichever is greater.

Beneficiary means the person or persons entitled to receive benefits hereunder at the death of a Member who has or have been designated in writing by the Member and filed with the board. If no such designation is in effect, or if no person so designated is living, at the time of death of the Member, the beneficiary shall be the estate of the Member.

Credited service means the total number of years and fractional parts of years of service, rounded to the nearest completed month, as a Clermont firefighter during which the Member made required contributions to the plan, omitting intervening years or fractional parts of years when such Member was not employed by the city as a firefighter.

Salary means the fixed monthly remuneration paid to a firefighter for services rendered to the City. *Salary* excludes bonuses and accumulated sick and vacation leave earned after February 14, 2014.

Effective October 1, 2019 overtime is limited to 300 hours per Member per year. No unused accumulated sick and vacation time earned shall be included except that the balance as of February 14, 2014 can be included if at least that much time is cashed in at retirement.

Member means an actively employed City of Clermont firefighter who fulfills the prescribed Membership requirements, who is participating in the Fund.

BOARD OF TRUSTEES AND PLAN ADMINISTRATION

The City of Clermont Firefighters' Retirement Plan is a defined benefit pension plan administered by a Board of Trustees who acts as the administrator of the Plan. The Board consists of 5 Trustees: two legal residents of the City appointed by the City council, two full-time firefighters who are elected by a majority of the Members of the Plan, and a fifth Trustee who is chosen by a majority of the first 4 Trustees. Each Trustee serves a two-year term.

The Chairman of the Board of Trustees is designated as agent for the service of legal process.

ELIGIBILITY FOR PLAN MEMBERSHIP

Each person employed by the City of Clermont as a full-time Firefighter becomes a Member of the Plan as a condition of his or her employment. A Firefighter is an employee who is certified as a firefighter as a condition of employment in accordance with the provisions of §633.408, <u>Florida Statutes</u>.

NORMAL RETIREMENT ELIGIBILITY

A Firefighter who is 55 years old with 10 years of Credited Service or who has completed 20 years of service, regardless of age is eligible for normal retirement. Each Member shall become 100 percent vested in their accrued benefit at normal retirement age. An application for normal retirement must be filed in writing on a form approved by the Board.

AMOUNT OF A NORMAL RETIREMENT BENEFIT

The amount of a normal retirement pension is based on a formula: The Member's years of credited service times average final compensation times pension multiplier.

Credited service is a Member's period of employment as a Firefighter in the Fire Department of the City of Clermont, Florida.

Average final compensation means:

For a full-time firefighter: one-twelfth of the average salary of the five best years of the last ten years of credited service prior to retirement, termination, or death, or the career average as a full-time firefighter, whichever is greater. A year shall be 12 consecutive months.

For a volunteer firefighter: one-twelfth of the average salary of the five best years of the last ten best contributing years prior to change in status to a permanent full-time firefighter or retirement as a volunteer firefighter or the career average of the firefighter, whichever is greater. The pension multiplier is:

For full-time firefighters: 2.25% for years of credited service earned prior to October 1, 2002 and 3% for years of credited service earned on and after October 1, 2002.

For volunteer firefighters: The greater of:

- (a) Five dollars a year multiplied by the years of credited volunteer service, or
- (b) 2.25% for years of credited service earned prior to October 1, 2002 and 3% for years of credited service earned on and after October 1, 2002.

For all retirements on and after January 24, 2023, the retirement benefit at each member's 22^{nd} year of credited service shall total 75% of average final compensation. Each year of service earned after the 22^{nd} year of a Member's service shall accrue at 2% of average final compensation.

In no event shall the monthly benefit be less than 2.75% of average final compensation times all years of credited service up to a maximum of 100%.

EARLY RETIREMENT ELIGIBILITY

A Member is eligible for early retirement upon the attainment of age 50 and the completion of 10 years of Credited Service.

AMOUNT OF EARLY RETIREMENT BENEFITS

The amount of the early retirement benefit is calculated in the same manner as for normal retirement and is payable as follows:

- 1. The full formula benefit beginning on the date the Member would have been eligible for normal retirement; or
- 2. Beginning immediately upon early retirement, a Member may receive a monthly benefit reduced by 3% per year for each year the commencement of benefits precedes the normal retirement date.

SUPPLEMENTAL BENEFIT - SHARE PLAN

Effective October 1, 2022, the Supplemental benefit will no longer be funded and no new share accounts will be created for Members hired after this date.

Share accounts were previously created for each Member employed on and after January 24, 2017, including DROP participants. The accounts were funded with 50% of the Chapter 175 funds received annually in excess of \$188,967.00. The remaining 50% of the excess was used by the City to offset its contributions to the Plan. The 50% allocation to the Share accounts was subject to reduction for the Share account expenses of the prior year.

Share account distributions were divided equally among the Members, including DROP participants, who were employed on September 30. The initial allocation was distributed based on seniority.

Share accounts were adjusted based on earnings and losses during the year for the investment of the entire Plan investments. The earnings and losses were determined as of September 30 each year.

Members who terminate with less than 5 years of service are not vested and not entitled to any distribution of the Share account. The balances standing to the credit of these Members are forfeited and reallocated on the following September 30 to the Members then entitled to an allocation. Any forfeiture on and after October 1, 2021, will be reallocated to the Members who were actively employed as of September 30, 2021, and have an existing account balance.

Share accounts are distributed at termination of employment for retirement, death, disability, or termination as a vested member. Payments are made in one lump sum and are eligible to be rolled over.

DEFERRED RETIREMENT OPTION PLAN

Beginning October 1, 2024, for Members who enter the DROP after that date, instead of terminating employment as a Firefighter, any Member who is eligible for normal retirement may elect to defer receipt of the retirement pension and may continue employment by participating in the DROP for a period of 8 additional years. An election to participate in the DROP must be made in writing. Participation in the DROP will begin on the first day of the first calendar month which is more than 15 business days after the application is received by the Plan Administrator. An election to participate shall constitute an irrevocable resignation from the service of the City no later than 8 years after entry into the DROP. A Member may participate only once.

DROP participation ends at the earlier of : (i) termination of employment or (ii) completion of 8 years of participation in the DROP.

Upon entry to the DROP, a Member's pension benefit amount is calculated based on credited service and final average salary at that time and the amount remains permanently frozen. The participant's DROP account is credited with monthly amounts equal to the frozen pension during the period of DROP participation.

DROP accounts are credited with net investment earnings during the DROP period only at a rate of 6.5% per annum compounded monthly.

A participant must elect payment of the DROP account at termination of employment. Payments are rollover eligible.

FORMS OF RETIREMENT

The standard form of payment for the pension described above is a benefit payable to the retiree for life with 10 years guaranteed, in other words, you are guaranteed 120 monthly payments. The retiree will receive a benefit for life. However, if the retiree dies prior to receiving 120 payments, then pension payments will continue to a beneficiary until a total of 120 payments have been made between the retiree and the beneficiary.

A Member may designate a beneficiary to receive the benefit payable, if any, upon the death of the retired Member. When there is no beneficiary named, the benefit will be paid to the deceased Firefighter's estate.

You should be aware that divorce may affect the designation of your former spouse as your beneficiary. To ensure that your beneficiary is correct, be sure to review your designation after your divorce.

IT IS IMPORTANT TO KEEP YOUR BENEFICIARY DESIGNATION UP TO DATE

Optional Forms of Payment

Optional forms of payment are available in lieu of the normal form described above. The amount of pension under each optional form has the same actuarial value as the normal form of payment (lifetime payments with 120 payments guaranteed).

- **Option 1 Retiree Life Only** The straight life form of payment pays the retired participant an increased monthly pension for life. No monthly pension is ever paid a spouse, child, dependent parent or other beneficiary under this form of payment.
- Option 2 Joint and Survivor

Joint and 100% Survivor - The joint and 100% survivor form of payment pays the retired Member a reduced monthly pension for life. Upon the retired Member's death, the joint annuitant will be paid 100% of the reduced monthly pension for life. The election of Option 1, shall be null and void if the joint annuitant dies before the Member's benefit commences.

Joint and 75% Survivor - The joint and 75% survivor form of payment pays the retired Member a reduced monthly pension while the retired Member is alive. The reduction is not as great as under the survivor option above. Upon the retired Member's death, the joint annuitant will be paid 75% of the reduced monthly pension for life. The election of Option 1 shall be null and void if the joint annuitant dies before the Member's benefit commences.

Joint and 66-2/3% Survivor - The joint and 66-2/3% survivor form of payment pays the retired Member a reduced monthly pension while the retired Member is alive. The reduction is not as great as under the other options above. Upon the retired Member's death the joint annuitant will be paid 66-2/3% of the reduced monthly pension for life. The election of Option 1 shall be null and void if the joint annuitant dies before the Member's benefit commences.

Joint and 50% Survivor - The joint and 50% survivor form of payment pays the retired Member a reduced monthly pension while the retired Member is alive. The reduction is not as great as under the other options above. Upon the retired Member's death, the joint annuitant will be paid 50% of the reduced monthly pension for life. The election of Option 1 shall be null and void if the joint annuitant dies before the Member's benefit commences.

Retirees who have elected Option 2 with a joint and survivor option may change his or her designated joint annuitant up to two times. The Members benefit will be recalculated by actuary and the amount of the benefit may decrease but cannot increase. The Benefit due after such change will be adjusted to make sure that there is no cost to the plan for the change.

- Option 3 Social Security Offset The Member may elect to receive an increased retirement benefit until such time as social security benefits shall be assumed to commence and a reduced benefit thereafter in order to provide, to as great an extent as possible, a more level retirement allowance during the entire period of retirement. The amounts payable shall be as recommended by the actuaries for the system, based upon the social security law in effect at the time of the member's retirement.
- Option 4 Lump Sum Available to Members who do not participate in the DROP Participants may elect to reduce their lifetime of benefits to have a 5%, 10%, 15%, or 20% lump sum with the remaining percentage paid in the form of benefit chose for the remainder of the Member's life.

DEATH BENEFITS

Death Before Retirement

Line of Duty.

If a Member dies in the line of duty prior to actual retirement, a death benefit is paid to the spouse, for life, in the amount of 100% of the Member's rate of regular base salary.

If the Member has minor children and is either not married at the time of death or the surviving spouse dies while the children are still minors, each unmarried child will receive an equal share of the spousal benefit to age 18 (or to age 25 if a full-time student in a fully accredited high school, college, or university). As each child reaches the benefit termination age, the remaining eligible children will divide the benefits.

If a Member dies leaving no surviving spouse and no minor child(ren), then the Member's beneficiary shall receive the greater of the Member's accrued benefit or 42% of the Member's average final compensation, with the applicable annuity amount payable for 10 years. If the named beneficiary dies before the 10 years of payments have been made, the remaining benefit payments will be paid in a lump sum to the beneficiary's estate.

Not-in-line of Duty.

Member is not vested: The beneficiary shall receive a refund of 100 percent of the Member's accumulated contributions.

Member is vested: The beneficiary shall receive the benefits otherwise payable to the Member at the Member's early or normal retirement date, determined based on his actual years of credited service.

Death After Retirement

The designated joint & survivor annuitant / beneficiary of a Retiree shall receive a benefit according to the optional form of benefit selected at the time of retirement.

DISABILITY RETIREMENT

A pension may be payable to a participant who becomes disabled while employed in the fire department as a Firefighter. Eligibility and the amount of the pension are dependent on whether or not the disability occurred in the line of duty. Optional forms of pension payments are available in lieu of the applicable standard form.

The disability must arise from a mental or physical illness, disease or injury which totally and permanently prevents the participant from performing useful and efficient service as a Firefighter in the City of Clermont Fire Department. No Firefighter shall be permitted to retire under a disability retirement until examined by a duly qualified physician or surgeon to be selected by the Board of Trustees and the physician or surgeon finds the participant to be disabled from performing the functions of a Firefighter. The final determination of disability is made by the Board.

A participant who is retired for disability may be required to undergo periodic medical examination under the direction of the Board of Trustees to determine if the retired participant is capable of performing the duties of a Firefighter in the Department.

Each Member who is claiming disability benefits shall establish, to the satisfaction of the Board, that such disability was not the result of:

- 1. Excessive or habitual use of any drugs, intoxicants or narcotics;
- 2. Injury or disease sustained while willfully and illegally participating in fights, riots or civil insurrections;
- 3. Injury or disease sustained while committing a crime;
- 4. Injury or disease sustained while serving in any branch of the Armed Forces;
- 5. Injury or disease sustained after his employment as a Firefighter for the City of Clermont has terminated; or
- 6. Injury or disease sustained by the Member while working for anyone other than the City and arising out of such employment.

If a disability results from any of the above listed items, no disability pension can be awarded to the Member.

Duty Disability Benefit

If the Board finds the disability to have arisen out of an in the course of the Member's employment, the pension is equal to the greater of:

- (a) the Member's accumulated contributions at five percent interest, or
- (b) the greater of:
 - two and one-quarter percent of average final compensation times years of credited service earned prior to October 1, 2002 plus three percent of average final compensation times years of credited service earned on and after October 1, 2002; or
 - (ii) 42 percent of the average final compensation of the Member.

This benefit continues until death or recovery.

Non-Duty Disability Benefit

If the Member has 10-years of service and the Board finds the disability is not the result of of performing duty as a Clermont firefighter, the pension is equal to the greater of:

- (a) the Member's accumulated contributions at five percent interest, or
- (b) the greater of:
 - (I) two and one-quarter percent of average final compensation times years of credited service earned prior to October 1, 2002 plus three percent of average final compensation times years of credited service earned on and after October 1, 2002; or
 - (ii) 25 percent of the Member's average final compensation.

A Member who does not have 10 years of service and is determined to be totally and permanently disabled from a non-service connected injury or disease shall receive a return of accumulated contributions with five percent interest.

TERMINATION OF EMPLOYMENT AND VESTING

If a Member's employment is terminated, either voluntarily or involuntarily, the following benefits are payable:

- 1. If the Member has less than 5 years credited service upon termination, the Member shall be entitled to a refund of his accumulated contributions or the Member may leave it deposited with the fund for up to 5 years, pending the possibility of being rehired.
- 2. If the Member has more than 5, but less than 10 years of credited service upon termination, the Member shall be entitled to a partial monthly retirement benefit, determined in the same manner as for normal or early retirement payable commencing at the Member's normal or early retirement date, provided he does not elect to withdraw his accumulated contributions and provided the Member survives to his otherwise normal or early retirement date in accordance with the following schedule:

Years of Service	Vested Percentage (%)
5	50%
6	60%
7	70%
8	80%
9	90%

For purposes of this section only, a Member may start drawing his vested accrued benefit at age 55. An early retirement deduction will be based on the years between age 55 and his early retirement date.

- 3. If the Member has more than ten years of credited service upon termination, the Member shall be entitled to a monthly retirement benefit, determined in the same manner as for normal or early retirement commencing at the Member's normal or early retirement date, based upon his actual years of credited service, provided he does not elect to withdraw his accumulated contributions and provided the Member survives to his otherwise normal or early retirement date.
- 4. If the Member does not withdraw his accumulated contributions and does not survive to his otherwise normal or early retirement date, his designated beneficiary shall be entitled to a benefit as provided herein for a deceased Member, vested or eligible for retirement under pre-retirement death.

CONTRIBUTIONS AND FUNDING

Members are required to contribute 6.5% of Salary effective the first full payroll period following October 8, 2024. Beginning October 1, 2025, members will contribute 7.5% of Salary. Effective October 1, 2026, should the City's minimum contribution rate exceed 35% of payroll after offset by application of Chapter 175 monies, then member contributions will increase to 8.5%. Contributions are deducted from each paycheck.

The City of Clermont also contributes to the Plan. The amount of City contribution is mathematically determined in accordance with State statutes to finance Plan benefits as they are earned, as well as to finance any difference between liabilities for service already rendered and Plan assets.

All Chapter 175 money received for calendar year 2021 in fiscal year 2022 and all future annual distributions of Chapter 175 money shall be used by the City of Clermont to fund the normal cost of the pension plan.

MINIMUM BENEFITS

In no event will the benefits paid from this Plan on behalf of any Member be any less than the value of his or her accumulated contributions.

MAXIMUM BENEFITS

In no event will the benefits paid from this Plan exceed the limits provided in Section 415 of the Internal Revenue.

FORFEITURE OF PENSION

Any Member who is convicted of any of the below offenses or whose termination is by reason of his admitted commission of a specified offense committed prior to retirement shall forfeit all rights and benefits under this Fund, except for a refund of accumulated contributions. The specified offenses are:

- (1) Committing, aiding or abetting of an embezzlement of public funds;
- (2) Committing, aiding or abetting of any theft by a public officer or employee from employer;
- (3) Bribery in connection with the employment of a public officer or employee;
- (4) Any felony specified in Chapter 838, Florida Statutes;

- (5) The committing of impeachable offense;
- (6) The committing of any felony by a public officer or employee who, willfully and with intent to defraud the public or the public agency for which the public officer or employee acts or in which he or she is employed of the right to receive the faithful performance of his or her duty as a public officer or employee, realizes or obtains, or attempts to realize or obtain, a profit, gain, or advantage for himself or herself or for some other person through the use or attempted use of the power, rights, privileges, duties, or position of his or her public office or employment position;
- (7) The committing on or after October 1, 2008, of any felony defined in §800.04, Florida Statutes, against a victim younger than 16 years of age, or any felony defined in Chapter 794, Florida Statutes against a victim younger than 18 years of age, by a public officer or employee through the use or attempted use of power, rights, privileges, duties, or position of his or her public office or employment position.

Any Member who has received benefits from the Plan in excess of his accumulated contributions shall be required to repay the Fund. The Board may implement legal action necessary to recover such funds.

Additionally, a Member who makes a false or misleading statement to obtain retirement benefits shall commit a misdemeanor of the first degree and if convicted, the Member shall forfeit his/her benefit.

CLAIMS PROCEDURE BEFORE THE BOARD

Any Member may request, in writing, that the Board review any claim for benefits under the Plan. The Board will review the case and enter a decision as it deems proper within a reasonable time from the receipt of the claim, giving the parties the time necessary for discovery and full and adequate review.

In the event that the Board denies the claim for benefits, the Member must submit a written request, within 30 days of the Order of the Board. The Order will be in writing and will include:

- 1. The specific reasons for the denial;
- 2. A description of any additional information that the Board feels is necessary for the Member to perfect his or her claim;
- 3. An explanation of the review procedure next open to the Member which includes a formal evidentiary hearing.

You should be aware that the Courts have held that before you are able to file a lawsuit regarding your claim, you must first come before the Board of Trustees to try to resolve your claim. If you follow the claims procedure and are still dissatisfied with the result, you can request that the Court take your case within 30 days of the rendering of the decision by the Board.

REQUIRED MINIMUM DISTRIBUTIONS

Your required minimum distribution (RMD) is the minimum amount you must withdraw from your account each year. You are permitted to withdraw more than the minimum required amount. Your withdrawals will be included in your taxable income. You generally must start taking withdrawals from your retirement plan when you reach age 72 (73 if you reached age 72 after December 31, 2022). If you reached age 72 in 2023, the required beginning date for your first RMD is April 1, 2025, for 2024.

INVESTMENTS

The assets of the Plan are presently invested by various investment managers retained by the Board under investment guidelines adopted by the Board in consultation with their investment advisors.

FEDERAL INCOME TAX CONSEQUENCES

The Plan is intended to qualify under Section 401 of the Internal Revenue Code as a qualified Plan. It is important that you consult qualified experts to determine whether or not you must pay taxes on the pension benefits you receive.

DOMESTIC RELATIONS ORDERS IN DIVORCE

The Plan is a governmental plan, and therefore, is not subject to Qualified Domestic Relations Orders ("QDROs") under federal law, or court orders to effectuate an equitable distribution of marital assets.

The Plan is subject to 61.1301, <u>Florida Statutes</u>, entitled Income Deduction Orders ("IDOs"). Section 61.1301 is limited to the collection of alimony and child support. Therefore, if the Plan receives an IDO for alimony or child support, the Plan will comply with the Order. Additionally, pension benefits may be distributed by using an "Order Distributing Marital Interest in a Public Retirement Plan." A copy of this order may be obtained from the Plan Administrator.

Effective January 1, 2019, changes in the federal tax laws have eliminated tax deductions for alimony if a marriage was dissolved or a property settlement agreement was made on or after January 1, 2019. Additionally, deductions may be available to existing orders or agreements modified on or after January 1, 2019, if both parties agree.

APPLICABLE LAWS AND REGULATIONS

The Plan is governed by the following federal, state and local laws:

- 1. Internal Revenue Code and amendments thereto.
- 2. Chapter 175, Florida Statutes, "Municipal Firefighters' Retirement Trust Funds."
- 3. Part VII, Chapter 112, Florida Statutes, "Actuarial Soundness of Retirement Systems."
- 4. Ordinances of the City of Clermont.
- 5. Administrative rules and regulations adopted by the Board of Trustees.

PLAN YEAR AND PLAN RECORDS

The Plan year begins on October 1 of each year and ends on September 30 of the following year. All records of the Plan are maintained on the basis of the Plan year.

ACTUARIAL SOUNDNESS

The actuary for the Plan has determined that the Plan is actuarially sound and can adequately fund the benefits based upon projected contributions to the Plan and investment earnings.

EXCLUSION OF HEALTH INSURANCE PREMIUMS FROM INCOME

When you retire because of disability or have worked to the date you are immediately eligible for normal retirement (not early retirement), you can elect, on your income tax return, to exclude from income, distributions made from your benefit that are used to pay the premiums for accident or health insurance or long-term care insurance. The premium can be for coverage for you, your spouse, or dependents. The distribution may be made directly from the plan to the insurance provider using a form provided by the Board which authorizes the distribution. (This form may be obtained from your Plan Administrator) You may also elect to make premium payments to the insurance provider yourself. You can exclude from income the smaller of the amount of the insurance premiums or \$3,000.00. You can only make this election for amounts that would otherwise be included in your income.

FILING FOR RETIREMENT

In order to ensure that you receive your pension on time, you should file your application with the Pension Administrator at least 45 days before retirement. All forms can be obtained from the Pension Administrator at the address on the Introduction page. Penalties will be imposed for making a false or misleading statement to obtain a pension benefit. It can take up to 60 days after your date of retirement to receive your first pension check.

If an error in retirement benefits is discovered and result in any member or beneficiary receiving from the retirement plan more or less than they would have been entitled to receive had the records been correct, the board shall have the power to correct such error and, as far as possible, adjust the payments in such a manner that the actuarial equivalent of a benefit to which such member or beneficiary was correctly entitled to shall be paid.

AGENT FOR SERVICE OF LEGAL PROCESS

Clermont Firefighters' Retirement Plan c/o Bonni S. Jensen, Esq. Klausner, Kaufman, Jensen & Levinson 7080 NW 4th Street Plantation, Florida 33317

RELEVANT PROVISIONS OF COLLECTIVE BARGAINING AGREEMENTS

Certain employees covered by the Plan are members of the International Association of Firefighters, AFL-CIO-Clermont Professional Firefighters Local 4350. The current Collective Bargaining Agreement between the Employer and the Union expires on September 30, 2027. Article 33 refers to pension matters.