

This is a summary of the Roosevelt Fire District LOSAP as amended effective January 1, 2026. The Plan Document contains the complete statement of the benefits provided by the Program and supersedes this Summary if there is a conflict between this Summary and the Plan Document. A copy of the Plan Document and other Program-related documents and forms can be found at www.FDLOSAP.com/RFD386 or by contacting the Fire District.

Participating in the Program: Any active member of the Roosevelt Fire Department age 18 or older is eligible to earn points. Your participation will begin once you have earned a year of Service Credit.

Earning Service Credit: You earn a year of Service Credit during each calendar year in which you accumulate at least 50 points while being an active member. Points are earned in accordance with the Point System. You can earn points for attending drills, department meetings, responding to calls, being an officer, and other activities. When the Program was originally adopted, a Participant could have been credited with up to five (5) years of Service Credit prior to 1991 (called Prior Service). Please check with the Fire District about your eligibility for Prior Service. The maximum years of Service Credit that can be earned is 50 years.

Posting & Appeals Process: At the end of each calendar year, a list of active members indicating the points earned by each member is posted for a minimum of 30 days. If you are listed as having earned less than the required 50 points to earn a year of Service Credit, you have the right to file an appeal prior to the end of the 30-day period. The appeal must be in writing and mailed to the Fire District Secretary.

Entitlement Age & Payment Timing: You become eligible to start receiving a monthly benefit at age 62, which is referred to as the Entitlement Age. Payment commences the first of the month following your 62nd birthday and is paid the first of every subsequent month for the rest of your lifetime. Payments are guaranteed to be made for at least 120 months in the event you die before collecting 120 monthly payments.

Monthly Benefit: For each year of Service Credit earned, you earn a \$20 Service Award. For example, if you earn 10 years of Service Credit you will be paid a \$200 monthly benefit at the Entitlement Age. The maximum monthly benefit that can be earned is \$1,000 for 50 years of Service Credit.

Vesting & Forfeiture: You become 100% vested once you earn five (5) years of Service Credit. You also become 100% vested if you turn age 62 or if you die while you are an active member of the Fire Department. Furthermore, you become 100% vested if you become totally and permanently disabled before age 62.

If you resign as an active member prior to becoming 100% vested, you will forfeit your participation and Service Credit, and will not be eligible to be paid any benefits from the LOSAP. Your forfeited benefits and Service Credit will not be restored even if you earn Service Credit in the future.

Remaining Active After the Entitlement Age: If you remain active after age 62 and have not yet earned 50 years of Service Credit, you can earn additional Service Awards. Your monthly benefit will be increased by \$20 beginning January 1 following the year in which the Service Credit is earned (this includes the year you turn 62). The actual increase in payments will not take place until Firefly Admin receives the certified points listing sometime after January 1, however the increase will be retroactive to January 1.

Disability Benefit: If you become totally and permanently disabled before age 62, you can apply to be paid an actuarially reduced monthly payment. Receiving a Social Security disability would make you eligible for a disability payment from the Program.

Death Benefits: If you die before age 62, your designated beneficiary will be paid a one-time payment equal to the present-day lump-sum value of your accrued monthly benefit. If you are an active member of the Fire Department at the time of death, the minimum benefit payable is \$10,000.

If you die after age 62 and before you collected 120 monthly payments, your designated beneficiary will be paid the remaining portion of your guaranteed 120 monthly payments.

Please make sure your beneficiary designations are up to date; they are detailed on your Benefit Statement. If you do not designate a beneficiary, or your beneficiaries die before you, the death benefit will be paid to your estate. A beneficiary form can be found at the plan website or by contacting the Fire District.

NYS Income Tax: Please visit www.fireflyadmin.com/NYSTAX for important information regarding how payments from the LOSAP are treated under the New York State Tax Law.



ROOSEVELT FIRE DISTRICT
LENGTH OF SERVICE AWARD PROGRAM
PLAN DOCUMENT

(amended and restated effective January 1, 2026)

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**ROOSEVELT FIRE DISTRICT
LENGTH OF SERVICE AWARD PROGRAM
PLAN DOCUMENT**

This document describes the Roosevelt Fire District Length of Service Award Program (the "Program"). The Program was adopted by the Roosevelt Fire District (the "Fire District") in accordance with Article 11-A of the New York State General Municipal Law (the "Law") for the purpose of providing cash benefits to active volunteer firefighters of the Roosevelt Fire Department (the "Fire Department") for service rendered to the Fire District. The Fire District intends the Program to be compliant with the Law as well as with § 457(e)(11) of the Internal Revenue Code of 1986 (the "Code").

The Program is hereby amended and restated effective January 1, 2026.

**ARTICLE I
DEFINITIONS**

Unless the context indicates otherwise, the following terms when used in this document with initial capital letters, shall have the following meanings:

1.1 "Accrued Service Award" means the monthly benefit earned by a Participant pursuant to Article VI.

1.2 "Active Volunteer Firefighter" means a person who has been approved by the authorities in control of the Fire Department as an active volunteer firefighter of the Fire Department and who is faithfully and actually performing service in the protection of life and property from fire or other emergency, accident, or calamity in connection with which the services of the Fire Department are required.

1.3 "Actuarial Equivalence" means the equality in value of the aggregate amounts expected to be received under different forms of payment determined based on actuarial assumptions of a rate of interest of 6.00% and the UP-84 mortality table applied only after the Entitlement Date.

1.4 "Actuary" means the actuary appointed by the Fire District pursuant to Section 2.4 to perform the services described in Article V.

1.5 "Administrator" means the Fire District, which has all the powers and responsibilities prescribed in the Law. The Fire District may contract with a TPA to assign some or all of its duties as Administrator.

1.6 "Anniversary Date" means January 1st.

1.7 "Beneficiary" means the person(s) designated in writing, pursuant to Section 6.8, to receive the benefits payable upon the death of a Participant.

1.8 "Effective Date" means January 1, 1992 and is the date the Program became effective.

1.9 "Entitlement Age" means the age sixty-two (62), which is the age at which a Participant is entitled to begin receiving his Vested Accrued Service Award attributable to Years of Service Credit completed prior to such Entitlement Age. If a Participant first earns a Year of Service Credit after having already attained age sixty-two (62), then the Entitlement Age for such Participant is the age of the Participant on the December 31 of the Program Year in which the first Year of Service Credit is earned.

1.10 "Entitlement Date" means the date coinciding with or immediately following the date a Participant attains Entitlement Age.

1.11 "Fiduciary" means any person who exercises discretionary authority or control with respect to the administration of the Program, or the management or disposition of Program assets, or who renders investment advice for a fee to the Program.

1.12 "Investment Manager" means a person appointed, pursuant to Section 2.3, to manage all or a designated portion of the assets of the Trust Fund.

1.13 "Military Leave" means full time extended obligatory military service, or a full time single voluntary enlistment not to exceed four (4) years, in the armed forces of the United States.

1.14 "Non-forfeitable" means the unconditional and legally enforceable right to receive benefits attributable to Years of Service Credit earned as an Active Volunteer Firefighter; provided, however, that such right shall not affect the availability of Trust Fund assets to the Fire District's general creditors in accordance with Section 5.13.

1.15 "Participant" means an individual that has earned at least one Year of Service Credit and is participating in the Program.

1.16 "Permanent Disability" means a condition that prevents a person from pursuing his normal occupation and is total and of a permanent nature, as certified by the New York State Workers' Compensation Board, the Social Security Administration, or other competent authority approved by the Fire District.

1.17 "Plan Document" means this instrument including any amendments hereto.

1.18 "Program Year" means the twelve (12) consecutive month period beginning on the Anniversary Date.

1.19 "Point System" means the document adopted by the Fire District which lists the activities for which Service Award Points shall be granted and the number of Service Award Points that shall be granted for each activity.

1.20 "Present Value" means an amount equivalent in value of the Accrued Service Award, as determined by an actuarial valuation, taking into account the Participant's age and such other factors the Actuary deems appropriate, based on Actuarial Equivalence. Present Value can be calculated in the form of a single lump sum, a lifetime annuity with 10 Ten Year Certain, or for one hundred twenty (120) guaranteed monthly payments.

1.21 "Program" means the Roosevelt Fire District Length of Service Award Program, a defined benefit plan established and maintained by the Fire District pursuant to the Law Act to provide Service Awards for Active Volunteer Firefighters, as specified in this Plan Document.

1.22 "Service Award" means the benefit earned by a Participant for each Year of Service Credit earned as set forth in Section 5.1.

1.23 "Service Award Points" means the points earned by Active Volunteer Firefighters for activities in accordance with the Point System.

1.24 "Ten Years Certain" means a guarantee of a total of 120 monthly payments to a Participant and his Beneficiaries from the Entitlement Date.

1.25 "Third-Party Administrator" or "TPA" means the agency or organization appointed by the Fire District to assist the Fire District with all or a portion of the functions required to administer the Program.

1.26 "Trustee" means the Board of Fire Commissioners of the Fire District.

1.27 "Trust Fund" means the fund established to hold Program assets.

1.28 "Vested Accrued Service Award" means an Accrued Service Award that is Non-forfeitable, as determined in accordance with Section 5.3; provided, however, that vesting of an Accrued Service Award shall not affect the availability of Trust Fund assets to the Fire District's general creditors in accordance with Section 5.13.

1.29 "Year of Service Credit" means a Program Year ending after the Effective Date during which an Active Volunteer Firefighter accumulates at least fifty (50) Service Award Points. Additionally, if a person was an Active Volunteer Firefighter on the Effective Date and accumulated fifty (50) Service Award Points during the Program Year beginning January 1, 1992 or January 1, 1993, he shall be credited with a Year of Service Credit for that Program Year and up to five (5) Years of Service Credit for Program Years ending prior to the Effective Date during which he accumulated fifty (50) Service Award Points. No more than fifty (50) Years of Service Credit shall be earned by any Participant.

ARTICLE II FIRE DISTRICT POWERS AND RESPONSIBILITIES

2.1 Administrator

The Fire District is the Administrator as described in the Law. The Fire District is to carry out its duties as Administrator for the exclusive benefit of the Participants and their Beneficiaries, subject to the terms of the Law, Plan Document, and Point System. Without limiting the forgoing, except as otherwise provided by the Law, the Fire District shall:

(a) determine all questions relating to the eligibility of persons to become or remain Participants hereunder, and all other questions arising in connection with the administration, interpretation, and application of the Program, in a nondiscriminatory manner and consistent with the intent that the Program comply with the requirements of a length of service award program under the Act and Section 457(e)(11) of the Code (any such determination shall be conclusive and binding upon all Participants, Beneficiaries, and all other persons);

(b) direct the payment of cash benefits any Participant or Beneficiary as he becomes eligible;

(c) consult with any Investment Manager regarding the short and long-term liquidity needs of the Program in order that the Investment Manager can exercise any investment discretion in a manner designed to accomplish specific objectives; and

(d) assist any Participant or Beneficiary regarding his rights, benefits, or elections available from the Program.

2.2 Appointment of a Third-Party Administrator

(a) The Fire District shall appoint a Third-Party Administrator, hereinafter referred to as the TPA, to carry out some or all of the Fire District's responsibility as Administrator pursuant to Section 2.1. The role and responsibility of the TPA shall be detailed in a services agreement or contract between the Fire District and the TPA. The TPA may resign or be removed in accordance with the terms of the services agreement or contract between the Fire District and the TPA. Upon the resignation or removal of a TPA, the Fire District shall promptly appoint a successor TPA.

(b) The Fire District shall supply full and timely information to the TPA on all matters relating to the qualification of Participants, their Years of Service Credit, their death, disability, or termination of service, and such other relevant matters that the TPA may advise the Fire District may be pertinent to the Program. The TPA may rely upon such information supplied by the Fire District and shall have no duty or responsibility to verify such information.

(c) All records and other data retained and maintained by the TPA for the proper administration of the Program shall be supplied to Fire District is requested in order for the Fire District to comply with requests from the New York State Comptroller, Participants, Beneficiaries and others as required by the Law. Upon request, the TPA shall provide the Fire District with copies of any documents related to the Program, and upon the resignation or removal of the TPA, the TPA shall provide the Fire District with all original documents, records and data related to the Program and in the possession of the TPA.

2.3 Appointment of Investment Manager

The Fire District may also, in its discretion, appoint one or more Investment Managers. The Investment Manager shall be responsible for investing all or a portion of the assets of the Trust Fund as stipulated in an agreement between the Fire District and the Investment Manager. Any Investment Manager may resign or be removed in accordance with the terms of the Investment Manager's agreement with the Fire District. Upon the resignation or removal of an Investment Manager, the Fire District may appoint a successor Investment Manager.

2.4 Appointment of Actuary

The Fire District shall appoint an Actuary to provide the services described in Article V. The Actuary may also be retained to provide advice with respect to any other aspect of the Program. The Actuary may resign or be removed in accordance with the terms of the Actuary's agreement with the Fire District. Upon the resignation or removal of the Actuary, the Fire District shall appoint a successor Actuary.

2.5 Other Advisors

The Fire District may also engage counsel, specialists, advisors, and other persons as it deems necessary or desirable for the proper administration and operation of the Program.

2.6 Performance Review

The Fire District shall periodically review the performance of the TPA, the Investment Managers, the Actuary or other persons retained or appointed to provide services with respect to the Program. This requirement may be satisfied by formal periodic review by the Fire District, day-to-day evaluation by a qualified person designated by the Fire District, or through other appropriate means.

ARTICLE III

ELIGIBILITY

3.1 Eligibility

An Active Volunteer Firefighter shall be eligible to participate in the Program and become a Participant upon the later of the date he attains age eighteen (18) or earns one Year of Service Credit. The TPA shall determine the eligibility of each Active Volunteer Firefighter for participation in the Program based upon information furnished by the Fire District. Each Participant and Beneficiary shall be bound by the terms and conditions of this Program Document and the Point System, including all amendments thereto.

3.2 Election Not to Participate

An Active Volunteer Firefighter may voluntarily elect not to participate in the Program. Such election must be communicated to the Fire District in writing at least thirty (30) days before the beginning of the Program Year for which it is to be effective. An Active Volunteer Firefighter may revoke his election not to participate in the Program. Such revocation must also be communicated to the Fire District in writing at least thirty (30) days before the beginning of the Program Year for which it is to be effective.

ARTICLE IV

CONTRIBUTIONS

The Actuary shall annually value the Program and determine the annual amount required to be contributed to the Trust Fund to provide benefits under the Program. The sum so determined shall be appropriated annually by the Fire District. In determining the required contributions to the Trust Fund, the Actuary shall select and use a reasonable method of valuation that takes into account fair market value of the Trust Fund assets and Accrued Service Awards, using reasonable interest, mortality tables, or other appropriate assumptions.

ARTICLE V

BENEFITS

5.1 Accrual of Benefits

Service Award Points shall be granted in accordance with this Plan Document and the Point System, and consistent with the Law. A Participant's Accrued Service Award shall be paid in accordance with the terms of this Plan Document and shall be the sum of all Service Awards earned based on his Years of Service Credit earned in the following Program Years:

- Program Years ending prior to the Effective Date: a Service Award of twenty dollars (\$20) per Year of Service Credit, not to exceed five (5).

- Program Years ending after the Effective Date: a Service Award of twenty dollars (\$20) per Year of Service Credit.

The total Accrued Service Award will not exceed one thousand dollars (\$1,000) for fifty (50) Years of Service Credit.

5.2 Military Leave

A Participant shall be eligible to receive fifty (50) Service Award Points for each year during which he is on Military Leave up to four (4) Program Years. For a partial Program Year on Military Leave, a Participant shall be awarded pro-rated points. However, a volunteer firefighter on Military Leave must return as an Active Volunteer Firefighter within one (1) year from the release from active duty in the armed forces of the United States before any Service Award Points are actually granted for Military Leave. A Participant on Military Leave who dies while on Military Leave will be granted the points accrued during the Military Leave as of the date of death.

5.3 Vesting

(a) A Participant's Vested Accrued Service Award shall be a percentage of his Accrued Service Award determined based on the Participant's Years of Service Credit according to the following schedule:

<u>Years of Service Credit</u>	<u>Percentage</u>
Less than 5	0%
5 or more	100%

(b) Notwithstanding the schedule above, a Participant's Accrued Service Award shall be 100% vested if, while he is an Active Volunteer Firefighter, he: (i) attains (or has already attained) Entitlement Age; (ii) suffers a Permanent Disability; or (iii) dies.

(c) Notwithstanding Subsections (a) and (b) above and any other provision of this Plan Document, a Participant who is convicted of the crime of arson in any degree as defined in New York State Penal Law shall not be eligible to receive benefits from the Program and shall forfeit any and all rights he may have had to past or future benefits pursuant to the Program.

5.4 Forfeiture

A Participant who ceases to be an Active Volunteer Firefighter prior to obtaining a Non-forfeitable right to his Accrued Service Award will permanently forfeit his Years of Service Credit and Accrued Service Award. Any and all forfeited Years of Service Credit will not be considered when determining a Participant's Accrued Service Award or Vested

Accrued Service Award in the event a person earns additional Years of Service Credit in Program Years after the forfeiture occurs.

5.5 Payment of Vested Accrued Service Award Upon Reaching Entitlement Age

When a Participant reaches Entitlement Age, the Administrator and TPA shall take all necessary steps and execute all required documents to cause the payment of his Vested Accrued Service Award as of the end of the most recently completed Program Year prior to attainment of Entitlement Age; provided, however, it shall be the responsibility of each Participant to contact the Board when he reaches Entitlement Age to provide the information necessary for payment of his Vested Accrued Service Award. The Participant's Vested Accrued Service Award shall be paid in the form of a monthly benefit for the life of the Participant with Ten Years Certain, payable on the first of each month commencing on the Entitlement Date.

5.6 Years of Service Credit After Entitlement Date

(a) A Participant who has reached Entitlement Age and is collecting his Vested Accrued Service Award and continues to be an Active Volunteer Firefighter may continue to accumulate Service Award Points earned and Years of Service Credit after Entitlement Age; provided, however, he shall not accumulate more than fifty (50) Years of Service Credit taking into account Service Award Points both before and after Entitlement Age. If such Participant accrues a Year of Service Credit in a Program Year ending after the Entitlement Date, his Vested Accrued Service Award will reflect this additional Service Award effective the January 1 immediately following that Program Year, but not until after Years of Service Credit earned by all Participants during that Program Year have been certified, approved, and posted in accordance with the Law and Sections 6.11 and 7.2. This additional Service Award shall be guaranteed for the remaining portion of the Ten Years Certain period that began on the Entitlement Date, if any.

(b) If an Active Volunteer Firefighter first becomes a Participant during or after the Program Year in which he attains Entitlement Age, his Vested Accrued Service Award as of the end of that Program Year shall be paid as of the January 1 immediately following that Program Year, in the form of a monthly payment for the life of the Participant with Ten Years Certain, but not until after Years of Service Credit earned by all Participants during that Program Year have been certified, approved, and posted in accordance with the Act and Sections 6.11 and 7.2. If such Participant accrues a Year of Service Credit in a subsequent Program Year, his Vested Accrued Service Award will reflect this additional Service Award effective the January 1 immediately following that Program Year, but not until after Years of Service Credit earned by all Participants during that Program Year have been certified, approved, and posted in accordance with the Law and Sections 5.11 and 7.2. This additional Service Award shall be guaranteed for the remaining portion of the Ten Years Certain period that began on the January 1 immediately following that Program Year in which he became a Participant, if any.

5.7 Disability Prior to Entitlement Age

If a Participant suffers a Permanent Disability before he reaches Entitlement Age, he shall be paid a monthly benefit for the life of the Participant with Ten Years Certain, commencing on the first of the month following the day the Participant notifies the Fire District or TPA of his Permanent Disability. Such monthly benefit shall be equal to the Present Value of the Vested Accrued Service Award determined by the Actuary using Actuarial Equivalence.

5.8 Death Benefits

(a) Beneficiary designations shall be made on a form prescribed by the TPA and shall be effective only if filed with the Fire District or TPA during the Participant's lifetime. Each Beneficiary designation so filed shall revoke all Beneficiary designations previously made by that Participant. The revocation of a Beneficiary designation shall not require the consent of any designated Beneficiary.

(b) If a Participant dies and before attaining Entitlement Age, his designated Beneficiary (or, if he designated no Beneficiary or no designated Beneficiary survives him, his estate) shall be entitled to a death benefit in the form of a single sum equal to the Present Value of his Vested Accrued Service Award as of the date of death. The determination of the amount of the single sum payment shall be made by the Actuary using Actuarial Equivalence. If the Participant is an Active Volunteer Firefighter at the time of the pre-Entitlement Age death, the minimum death benefit payable to the designated Beneficiary shall be \$10,000. At the discretion of the Fire District, the death benefit can be paid as one hundred twenty (120) guaranteed monthly payments. Such monthly payments shall be the Present Value of the single sum otherwise payable, determined by the Actuary using Actuarial Equivalence.

(c) If a Participant dies after his Entitlement Date and while collecting monthly benefits for life with a Ten Years Certain, his designated Beneficiary (or, if he designated no Beneficiary or no designated Beneficiary survives him, his estate) shall be entitled to receive monthly payments for the remaining of the Ten Years Certain period, if any. If a Participant dies after attaining the Entitlement Age and while collecting monthly benefits, but after having already been paid one hundred twenty monthly payments, monthly payments shall cease with no death benefit payable.

5.9 Distribution to Minor Beneficiary

If a benefit is payable to a Beneficiary who is a minor, the Fire District may, in its sole discretion, direct that such distribution be paid to the parent or legal guardian of the Beneficiary, a responsible adult with whom the Beneficiary maintains his residence, or a custodian for the Beneficiary under the Uniform Gift to Minors Act or Gift to Minors Act subject to the laws of the state in which the Beneficiary resides. Such payment shall fully discharge the TPA and Fire District from further liability with respect to the benefit paid.

5.10 Missing Persons

If all or any portion of the distribution payable to a Participant or Beneficiary remains unpaid solely by reason of the inability of the TPA or Fire District to ascertain his whereabouts (after sending a registered letter, return receipt requested to his last known address), the amount payable shall be held by the Trust Fund to be paid to such Participant or Beneficiary (without interest or actuarial adjustment) until such time as the TPA or Fire District becomes aware of his whereabouts.

5.11 Benefit Claims and Appeals

(a) Claims by Participants and Beneficiaries for benefits under the Program shall be in writing and in such form as is acceptable to the TPA and shall set forth the basis of the claim. The Fire District and the TPA shall conduct such examinations as may be necessary to determine the validity of the claim and take such steps as may be necessary to facilitate the payment of any benefit to which the Participant or Beneficiary may be entitled under the Program.

(b) An Active Volunteer Firefighter whose name does not appear on the list posted pursuant to Section 7.2, and a Participant who is denied Service Award Points to which he believes he is entitled, shall have the right to appeal such decision within thirty (30) days after posting of the list, or within thirty (30) days of denial of Service Award Points. The appeal shall be in writing and shall be mailed to the Secretary of the Fire District. The Board of Commissioners of the Fire District shall investigate the appeal and render a decision on the appeal within sixty (60) days.

5.12 Assignment and Alienation of Benefits

No Service Award provided under the Program may be assigned or alienated; provided, however, nothing in this Section shall affect the availability of Trust Fund assets to the Fire District's general creditors in accordance with Section 5.13.

5.13 Fire District Insolvency

(a) Notwithstanding any other provisions of this Plan Document (including those regarding vesting and non-forfeiture of Accrued Service Awards), at all times during the continuance of the Trust, the principal and income of the Trust Fund shall be subject to the claims of the Fire District's general creditors under federal and state law in the event the Fire District becomes Insolvent. No Participant or Beneficiary shall have a preferred claim on, or any beneficial ownership interest in, any assets of the Trust Fund. The Program creates a mere promise by the Fire District to pay benefits to Participants and Beneficiaries. Participants and Beneficiaries have the status of general unsecured creditors of the Fire District.

(b) If at any time the Fire District is Insolvent, payments to the Participants and Beneficiaries shall be discontinued and assets of the Trust shall be held for the benefit of the Fire District's general creditors. Nothing in this Plan Document shall in any way diminish any rights of Participants and Beneficiaries to pursue their rights as general creditors of the Fire District with respect to benefits due under the Program or otherwise.

(c) The Fire District shall resume the payment of benefits to Participants and Beneficiaries in accordance with this Plan Document only after it has been determined that the Fire District is not Insolvent (or is no longer Insolvent).

(d) Provided that there are sufficient assets, if the Fire District discontinues the payment of benefits from the Trust pursuant to this Section 5.13 and subsequently resumes such payments, the first payment following such discontinuance shall include the aggregate amount of all payments due to Participants and Beneficiaries under the terms of the Plan Document for the period of such discontinuance, less the aggregate amount of any payments made to them by the Fire District in lieu of the payments provided for hereunder during any such period of discontinuance.

ARTICLE VI

TRUST FUND

As required by the Law, the Fire District has created a Trust Fund to provide itself with a source of funds to assist it in meeting the obligations of the Program, including payment of benefits and Program-related expenses. The Board of Fire Commissioners are the Trustees of the Trust Fund unless the Board enters into a separate agreement with a third-party Trustee. The following are defining characteristics of the Trust Fund:

(a) The Trust Fund shall constitute an unfunded arrangement and shall not affect the status of the Program as an unfunded plan maintained for the purpose of providing the benefits detailed in this Plan Document.

(b) The principal of the Trust, and any earnings thereon shall be held separate and apart from other funds of the Fire District and shall be used exclusively for the uses and purposes of Program Participants, their Beneficiaries and general creditors. Program Participants and their Beneficiaries shall have no preferred claim on, or any beneficial ownership interest in, any assets of the Trust Fund. Any rights created under the Program shall be mere unsecured contractual rights of Program Participants and their Beneficiaries against the Fire District. Any assets held by the Trust Fund will be subject to the claims of Fire District's general creditors under federal and state law in the event of Insolvency.

ARTICLE VII

DISCLOSURES

7.1 Program Documents

(a) Within six (6) months after becoming eligible to participate in the Program, the Fire District shall provide the Participant with copies of the Plan Document, Point System Document, and any current material modifications to these documents. The Fire District shall also provide the Participant with any subsequent material modifications to these documents as soon as practical, but no later than six (6) months after the later of the date the modification is adopted or the date it is effective.

(b) The Plan Document, Point System, material modifications to these documents, any documents related to the funding or investment of the Trust Fund, and any contracts or agreements with Program service providers, shall be available for inspection or copying by any Participant or Beneficiary to whom benefits are currently payable.

7.2 Qualifying List

By March 31st of each Program Year, the Fire Department shall create a list, certified under oath, identifying the Participants who have earned a Year of Service Credit for the previous Program Year. Such list shall be submitted to the Board of Fire Commissioners by March 31st. After the Board of Fire Commissioners reviews and approves the list, it shall be posted for at least thirty (30) days for review by Active Volunteer Firefighters. An Active Volunteer Firefighter may submit an appeal regarding his denial of a Year of Service Credit during this thirty-day posting period pursuant to Section 5.11. Any Active Volunteer Firefighters may request that his name be deleted from said list as a Participant. Such request shall be in writing and shall remain effective until withdrawn in the same manner.

ARTICLE VIII

AMENDMENT

The Fire District shall have the right at any time to amend the Plan Document and Point System, including the right to prospectively or retroactively amend the Program to comply with the requirements of a length of service award program under the Law and Section 457(e)(11) of the Code. Any such amendment shall become effective as provided therein upon its execution.

ARTICLE IX

PROGRAM TERMINATION

The Fire District shall have the right to terminate the Program in accordance with the provisions and procedures set forth in the Law. Upon termination of the Program, all Participants' Accrued Service Awards shall become fully vested. After payment of all Program benefits and satisfaction of all Trust Fund liabilities, the Trust Fund shall be terminated and any assets remaining in the Trust shall be returned to the Fire District and allocated in accordance with the provisions of a resolution adopted by the Fire District and approved by mandatory referendum of the eligible voters in accordance with the Law.

ARTICLE X

MISCELLANEOUS

10.1 Allocation of Responsibilities

The Fire District and TPA shall have only those specific powers, duties, responsibilities, and obligations as are specifically given to them under this Plan Document, and each may rely upon any direction, information, or action of another as being proper and shall not be required to inquire into the propriety of any such direction, information, or action.

10.2 Fiduciary Responsibilities

Every Fiduciary shall act solely in the interest of the Participants and Beneficiaries. Subject to the provisions of any law of the State of New York, a Fiduciary may accept, hold, invest in and retain any investment if purchased or retained in the exercise of the degree of judgment and care, under the circumstances then prevailing, which persons of prudence and intelligence exercise in the management of their own affairs, not in regard to speculation, but in regard to permanent disposition of their funds, considering the probable income to be derived therefrom as well as the probable safety of their capital.

10.3 Construction

This Plan Document and the Point System shall be construed and applied in a uniform, nondiscriminatory manner consistent with the requirements of a length of service award program under the Law and Section 457(e)(11) of the Code. Wherever any words are used herein in the masculine, feminine, or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

This Plan Document was adopted by the Board of Fire Commissioners at the
Dec. 11, 2025 meeting of the Board.


Commissioner
Commissioner
Commissioner
Commissioner
Commissioner
Fire District Secretary (Witness)

Roosevelt Fire District
Service Award Program

REC'D DEC 18 2025

Point System

This Point System was adopted by the Board of Fire Commissioners (the "Board") to be effective January 1, 2021.

Pursuant to § 219-a of the New York State General Municipal Law, the Roosevelt Fire Department is responsible for maintaining all records regarding volunteer firefighter participation in activities of the Fire Department and the points earned for attendance at those activities. The Fire Department must certify under oath the points earned by each active member in accordance with this Point System. Any questions about the Point System, including how points should be awarded for a specific activity, must be addressed to the Board of Fire Commissioners.

Category: Training Courses

Maximum Points: 25

How Points are Earned:	<u>Course Duration in Hours</u>	<u>Points Earned</u>
	1	1
	2	2
	3	3
	4	4
	5 to 19	5
	20	6
	21	7
	22	8
	23	9
	24 to 45	10
	46 to 100	15
	Over 100	25

Details & Restrictions: For the purposes of this Point System, a training course is a course of instruction having a prescribed topic and syllabus. For State-instructed courses or online courses, a certificate of completion, or a substantially similar document, stating the duration of the course is required before points can be awarded. For training courses instructed by the Roosevelt Fire Department, the instructor will certify a volunteer firefighter's attendance and completion of the course, as well as the duration of the course.

The points for attending a training course are awarded only upon the successful completion of the course and only in the year in which the course is successfully completed. Additionally, all training courses must be approved by the Board of Fire Commissioners or the Chief; therefore, a volunteer firefighter who would like to receive points for attending a training course should first check if the course has been approved. Points are only awarded for courses attended as a volunteer firefighter; an individual who is paid to attend an approved training course by his/her employer is not eligible to receive points for attending such course.

Category: Drills

Maximum Points: 20

How Points are Earned: 1 point is earned for each two-hour drill

Details & Restrictions: For the purposes of this document, a drill means a hands-on skills practice relating to the operations of the Fire Department that lasts a minimum of two hours. A skills practice that does not last a minimum of two hours is not considered a drill for the purposes of this category and will not receive points under this category, regardless of what the event is named by the Fire Department. The duration of the drill must be indicated on the attendance sheet.

Category: Sleep-in or Stand-by

Maximum Points: 20

How Points are Earned: Sleep-in 1 point for each full night
Stand-by 1 point for each 4-hour stand-by

Details & Restrictions: All sleep-ins and stand-bys other than those scheduled by the Rescue Squad must be approved in advance by the Chief. For the purposes of this document, a sleep-in will be considered staying at the firehouse overnight from 10:00 PM to 6:00 AM. A stand-by is defined as a line of duty activity that lasts at least 4 hours, that does not fall under one of the other categories

Category: Holding an Elected or Appointed Position

Maximum Points: 25

How Points are Earned: Completion of a one-year term in one of the following positions:

<u>Position</u>	<u>Points</u>	<u>Position</u>	<u>Points</u>
Chief	25	President	15
Assistant Chief	20	Vice President	10
Captain	15	Financial Secretary	10
Lieutenant	10	Recording Secretary	10
Safety Officer	10	Treasurer	10
		Director	5
		Review Board	5
		Sergeant at Arms	5
		Historian	5
		Parade Captain	5

Delegates An active member elected to serve as a delegate to a firefighter's convention will receive 1 point per meeting.

Details & Restrictions: To receive points, the active member must complete the full term. Points will not be pro-rated for partially terms. An active member that serves in more than one position is eligible to receive the points for both positions, up to the maximum of 25 points for the category.

Category: Fire Company & Department Meetings

Maximum Points: 20

How Points are Earned: 1 point per meeting

Details & Restrictions: Only meetings open to the entire membership of a Fire Company or the Fire Department are eligible for points under this category. This means that a point cannot be earned under this category for attending meetings of committees, the board of directors, chiefs, fire police, or other similar sub-groups of the Fire Department or a Fire Company.

Category: Participation in Company Responses

Maximum Points: 50

How Points are Earned: 25 points are earned by an active member who attends a minimum number of responses (or calls) during the year. Calls are tracked by Fire Company, and within each Company, each call is classified as Fire (which includes ESS calls) or Ambulance. An active member who responds to the minimum number of calls in a class will earn 25 points for that class. Therefore, an active member could earn 50 points total from this category. The minimum number of required calls for each classification of call is determined based on the following percentages:

<u># of Calls in a Class</u>	<u>Percentage</u>
1 to 499	10.0%
500 to 999	7.5%
1,000 to 1,499	5.0%
1,500 or more	2.5%

Details & Restrictions: An active member must respond to the determined minimum number of calls, even if the active member was not a volunteer for the entire calendar year.

Examples: If a Fire Company responds to a total of 1,077 calls during the year, and 315 are classified as Fire Calls and 762 as Ambulance Calls, then:

- 1) An active member who responds to 32 or more Fire Calls will earn 25 points.
- 2) An active member who responds to 58 or more Ambulance Calls will earn 25 points.
- 3) An active member who responds to 32 or more Fire Calls as well as 58 or more Ambulance calls will earn a total of 50 points.

Category: Teaching Fire Prevention Classes

Maximum Points: 5

How Points are Earned: 1 point for each class.

Details & Restrictions: A Fire Prevention Class is a public education class on fire prevention presented to a school, not-for-profit corporation, or civic organization organized and existing under New York State Law or authorized to conduct activities in New York State. Active members participating in the Class must do so at the direction of the Chief or Board and receive no remuneration.

Category: Miscellaneous

Maximum Points: 15

How Points are Earned: 1 point for each activity.

Details & Restrictions: A Miscellaneous activity is an activity covered by the New York State Volunteer Firefighters' Benefit Law that does not fall under one of the other categories. All activities must be approved by the Chief or the Board of Fire Commissioners. For committees, a point is awarded for being a committee member (two points to the Chairman), but no points are awarded for attending committee meetings.

Examples:

Inspection Fire Prevention	Memorial Service
Inspection Apparatus	Parades
Work Details	Committee Chairman (2 points)
Rescue, ESS, & Fire Police Meetings	Committee Member (1 point)

Category: Line of Duty Disability

Maximum Points: 60

How Points are Earned: In the event that any active volunteer firefighter is either totally and temporarily disabled, or partially and permanently disabled, as certified by the workers' compensation board or other competent authority approved by the sponsor of the service award program, and the disability occurs during the course of service as a volunteer, while actively engaged in providing line of duty services, as defined in subdivision one of section five of the volunteer firefighters' benefit law, the firefighter shall receive five (5) points for each full month of such disability.

Details & Restrictions: The disability must be certified as being "total and temporary" or "partial and permanent" by the Workers' Compensation Board or other competent authority approved by the Board of Fire Commissioners. The disability must have occurred while actively engaged in providing line of duty services for the Fire Department, as defined in subdivision one of section five of the Volunteer Firefighters' Benefit Law.

Category: Military Leave

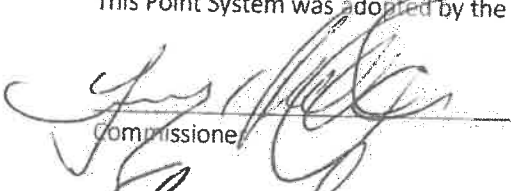
Maximum Points: 50

How Points are Earned: A participant whose volunteer fire service is interrupted by full-time extended obligatory military service or by a single voluntary enlistment not to exceed four (4) years in the armed forces of the United States is considered to be on military leave and is eligible to receive fifty (50) points for each full year of military leave, prorated for periods of less than a year. See the Details and Restrictions for additional qualifications.

Details & Restrictions: To be eligible for points during periods of military leave, a volunteer firefighter must have first earned 50 points during a calendar year in which he or she was over age 18, and based on his or her own volunteer firefighter activities during such calendar year (i.e., is a participant in the Program). If a volunteer firefighter is not a participant before the start of the military leave, the volunteer firefighter is not eligible to earn points during military leave.

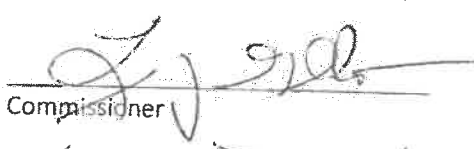
Additionally, a volunteer firefighter on military leave must return as an active volunteer firefighter with the Roosevelt Fire District within one (1) year from the release from active duty in the armed forces of the United States before any points are actually granted for periods of military leave. A volunteer firefighter on military leave who dies while on military leave will be granted the points accrued during the military leave.

This Point System was adopted by the Board of Fire Commissioners at the Mar. 11, 2021 meeting.

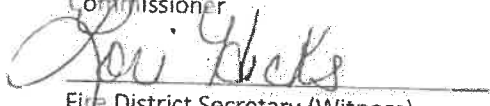

Commissioner


Commissioner


Commissioner


Commissioner


Commissioner


Fire District Secretary (Witness)