

BYLAWS

**BYLAWS
OF THE
NORTHFIELD FIRE RELIEF ASSOCIATION**

This instrument constitutes the Bylaws of the Northfield Fire Relief Association in conformance with Minn. Stat. Chapter 424A and adopted for the purpose of regulating and managing the internal affairs of the corporation and shall serve as the written defined benefit lump-sum pension plan for the relief association.

**ARTICLE I
NAME**

The name of this relief association is the Northfield Fire Relief Association (Association). It is a nonprofit organization incorporated under the laws of Minnesota. It is directly associated with a fire department operated as or by a joint-powers entity.

PURPOSE

The Purpose of the *Northfield Fire Relief Association (Association)* is to provide retirement relief and other benefits to its members and dependents. The *Association* is a governmental entity that receives and manages public money to provide retirement and ancillary benefits for individuals providing the governmental services of firefighting and emergency first response. All benefits issued by this association shall be governed by these bylaws and federal and state laws.

RECORDS

The Association shall keep, at a minimum, correct and complete copies of its articles of incorporation and bylaws, accounting records, records documenting Special Fund transactions, records necessary to determine benefits payable and paid to individual members and their beneficiaries, and minutes of each of its meetings that record the votes of actions taken. The Association's records shall be retained in accordance with the Records Retention Schedule filed with the Minnesota Historical Society.

**ARTICLE II
MEMBERSHIP**

1.1 Any regular or probationary active member of the **Northfield Area Fire Rescue Services** shall be eligible to apply for membership in this *Association*. Membership fees and assessments shall be deposited in the General Fund of the *Association*.

1.2 Written application may be made at any regular or special meeting of the *Board of Trustees*.

1.3 **Classes of members.** There shall be the following classes of members in the *Association*:

1.3.1 Active members. Active members are the members who are serving on active duty as members in the performance of fire suppression duties or the supervision of fire suppression duties of the **Northfield Area Fire Rescue Services**.

- (a) Active Service Time shall be time served on active duty as a member of the **Northfield Area Fire Rescue Services** other than while on suspension or on Leave of Absence.
- (b) Members are considered to be in good standing other than while on suspension or on Leave of Absence from the *Association* or the **Northfield Area Fire Rescue Services**.
- (c) Annually, the Board of Trustees shall request from the chief of the **Northfield Area Fire Rescue Services** a written certification indicating whether each member has completed their active duty requirements for the prior year.

1.3.2 Deferred members. Deferred members are those members who have served at least 5 years of active duty as firefighters in the **Northfield Area Fire Rescue Services**, have separated from such service as firefighters and have been members in good standing of the *Association* at least 5 consecutive years immediately preceding separation from service, other than time on suspension and approved Leaves of Absence.

1.3.3 Retired members. Retired members are those members who have received service pensions from the *Association*.

1.3.4 Inactive members. Inactive members are those members who have separated from service as firefighters but have not met the minimum years of service to be vested in the plan.

1.4 Dues. Active, Deferred and retired members shall pay no dues.

1.5 Fraud. Any member who shall, in the opinion of a majority of the members of the *Board of Trustees*, fraudulently claim benefits from, or defraud or attempt to defraud the *Association* in any way, shall be suspended from membership by the *Board*, and shall forfeit all further rights to benefits from the *Association*.

1.6 Leave of Absence.

1.6.1* Any member who is granted a leave of absence by the **Northfield Area Fire Rescue Services** shall during such leave not be entitled to receive any benefit whatever. If, after expiration of such leave, the member again becomes active in the **Northfield Area Fire Rescue Services**, the member can be reinstated.

1.6.2* Leave of absence time is not considered active service time and shall be taken into account by the Chief in the annual certification to the Board of Trustees.

1.7* Military Leave. Any member who enlists or is drafted to enter the Armed Services of the United States of America shall retain all rights and benefits in the *Association*.

1.7.1 Subject to restrictions stated in Minn. Stat. §424A.021, a volunteer firefighter who is absent from firefighting service due to service in the uniformed services, as defined in United States Code, title 38, section 4303(13), may obtain service credit not to exceed five years, unless a longer period is required under United States Code, title 38, section 4312.

- (1) To be eligible for service credit under this section, the volunteer firefighter must return to firefighting service with coverage by the *Association* upon discharge from service in the uniformed service within the time frame required in United States Code, title 38, section 4312(e).
- (2) Service credit is not authorized if the firefighter separates from uniformed service with a dishonorable or bad conduct discharge or under other than honorable conditions.
- (3) Service credit is not authorized if the firefighter fails to provide notice to the fire department that the individual is leaving to provide service in the uniformed service, unless it is not feasible to provide that notice due to the emergency nature of the situation.

1.8 Termination of membership. Any member may be terminated from the Association for cause by a two-thirds vote of all members present at a special meeting of the membership. Cause for termination includes, but is not limited to, failure to account for money belonging to the Association, or feigning illness or injury for the purpose of defrauding the Association. A member may not be terminated except by a fair and reasonable process.

ARTICLE II

BOARD OF TRUSTEES

2.1 Board Composition. The Board of Trustees as specified under Minn. Stat. §424A.04, shall be composed of nine (9) persons; six members elected by the membership and three drawn from officials of the municipalities served by the **Northfield Area Fire Rescue Services**.

2.1.1 The elected Trustees shall serve staggered three-year terms, or until their successor has been elected and qualified. There will be two (2) Trustees elected at each annual meeting of the *Association* from its members.

2.1.11 The Board of Trustees shall elect the officers from their members at the first meeting of the *Board of Trustees* following the annual meeting of the *Association*. The terms shall be staggered and grouped as follows: (President and one Trustee), (Vice President and Secretary), (Treasurer and one Trustee).

2.1.2 The three municipal Trustees must be designated annually as municipal representatives by the Joint Powers Board of the **NAFRS Joint Powers Agreement**, one of which shall be the Chief of the **Northfield Area Fire Rescue Services**. In no event shall any municipal official hold a Board officer position. Municipal trustees are considered appointed trustees for Minnesota Statute Chapter 317A purposes and thus can only be removed by the NAFRS Joint Powers Board.

2.2 Vacancy. If a vacancy, other than a vacancy caused by removal for cause of an officer or trustee, occurs during the term of office of any officer or elected trustee, the remaining members of the *Board of Trustees* shall elect a member of the *Association* to serve for the unexpired term of the vacated position.

2.3* Removal. An elected trustee or officer may be removed for cause. Cause for removal shall include, but shall not be limited to, the breach of the duties as set forth in Articles II and III of these *Bylaws*. One or more of the Trustees or officers may be removed at a meeting of the membership which has been called for that purpose by two-thirds (2/3) vote of those present and voting at such meeting, provided a quorum is present. Notice of the meeting and a written statement of the particular charges shall be given to each board member and shall include the purpose of the meeting. The general trustee or officer shall be furnished with a statement of the particular charges at least 15 days, excluding the date of the meeting, in advance of the meeting. At the meeting, the general trustee or officer shall be given an opportunity to be fully heard as to each charge. If a general trustee or officer is removed, a replacement shall be elected at the same meeting, and such replacement shall serve out the unexpired term of the removed general trustee or officer.

2.4* It shall be the duty of the Board of Trustees to;

1. Prepare modes and plans for the safe and profitable investment of the unappropriated funds of the Association, and whenever investments are made, to investigate and pass upon the securities offered and to attend to the drawing up and execution of the necessary papers.
2. Develop and periodically revise a program for continuing education in accordance with Minn. Stat. §356A.13. The Trustees shall participate in continuing education to keep themselves abreast of their fiduciary responsibilities.
3. File a copy of the Association's investment policy, and all changes to the policy, with the Office of the State Auditor.
4. Order an audit of the books and accounts of the Secretary and the Treasurer annually, according to law, and
5. Submit a written report of the condition of the Association to the members at the annual meeting.

2.5 The investment of the funds of the *Association* shall be in the exclusive control of the *Board of Trustees*, in conformance with Minn. Stat. §69.775 and §356A.06.

2.5.1 The Board shall have on file a copy of the investment policy of the *Association*.

2.5.2 The *Association* shall provide annually to its broker, if used, a written statement of investment restrictions from the applicable state laws and the *Association's* investment policy. The broker must annually submit the Broker Certification form to the *Association* before the *Association* enters or continues business with said broker.

2.6* The members of the *Board of Trustees* shall act as Trustees with a fiduciary obligation to the members of the *Association*, to the **NAFRS Joint Powers Agreement** and to the **State of Minnesota**. In the discharge of their respective duties, each Trustee of the *Board of Trustees* is a fiduciary and shall be held to the standard of care enumerated in Minn. Stat. §11A.09. In addition, the Trustees must act in accordance with Minn. Stat. Chapter §356A. No Trustee of the *Association* shall cause the relief association to engage in a transaction if the fiduciary knows or should know that a transaction constitutes one of the following direct or indirect transactions:

- (1) sale, exchange, or leasing of any real property between the relief association and a board member;
- (2) lending of money or other extension of credit between the relief association and a board member or member of the relief association;
- (3) furnishing of goods, services, or facilities between the relief association and a board member; or
- (4) transfer to a board member, or use by or for the benefit of a board member, of any assets of the relief association. Transfer of assets does not mean the payment of relief association benefits or administrative expenses permitted by law.

2.6.1 Prudent Person Standard. A fiduciary with this *Association* shall act in good faith and shall exercise that degree of judgment and care, under circumstances then prevailing, that persons of prudence, discretion, and intelligence would exercise in the management of their own affairs, not for speculation, considering the probable safety of the plan capital as well as the probable investment return to be derived from the assets.

2.7 Board Meetings The *Board of Trustees* shall hold at least twelve (12) regular meetings during each year.

2.7.1 Place. A meeting of the *Board of Trustees* may be held at any place within this state designated by the *Board*.

2.7.2* Notice. Subject to waiver, notice of every meeting shall be sent or delivered by the Secretary to each Trustee entitled to vote at the meeting at least 5 but not more than 30 days before the meeting, excluding the date of the meeting, which sets forth the time, place, and in the case of a special meeting, purpose. A notice of meetings, including the date, time and location, shall be posted at Northfield Fire Station in accordance with the MN Open Meeting Law (§§ 13D.01, 13D.015, and 13D.04 through 13D.06).

2.7.3 Quorum. The presence of a majority of the members of the *Board* then serving shall constitute a quorum of the *Board*.

- (1) Subject to 2.7.3 (3), a quorum is necessary for the transaction of business at a meeting.
- (2) When a quorum is not present, any meeting may be adjourned from time to time for that reason.
- (3) When a quorum has been present at a meeting and members have withdrawn from the meeting so that less than a quorum remains, the members still present may continue to transact business until adjournment.

2.7.4 Act by majority. An act of the majority of the Trustees present at a meeting and entitled to vote on the matter shall be required for an action.

2.7.5 Special meetings of the *Board of Trustees* may be called by the President, or by 2 members of the *Board of Trustees*. Trustees shall be notified by the Secretary of such special meetings, and the object of the meeting shall be contained in such notice and no other business shall be conducted. Special meetings must be held within 30 days of the request.

ARTICLE III **DUTIES OF THE BOARD**

3.1* It shall be the duty of the President to:

- (1) Attend and preside at all meetings of the *Association* and the *Board of Trustees*.
- (2) Enforce the due observance of the *Articles of Incorporation* and *Bylaws* and see that the other officers properly perform the duties assigned to them.
- (3) Sign all documents requiring the signature of the President.
- (4) Be a member of all committees.
- (5) Exercise careful supervision over the affairs of the *Association*.

3.1.1 The President shall receive such salary as may be fixed from time to time by the *Board of Trustees*, subject to approval of the governing body under MS 69.80 (a)(2), and payable from the Special Fund of the *Association*.

3.2 It shall be the duty of the Vice President to:

- (1) Perform the duties of the President in the absence of the President. In the absence of both the President and the Vice President at any meeting of the *Association* and the *Board of Trustees*, it shall be the duty of the *Association* to elect a President Pro Tem, who shall perform the duties to preside over the meeting.
- (2) Assist the President.

3.2.1 The Vice President shall receive such salary as may be fixed from time to time by the *Board of Trustees*, subject to approval of the governing body under MS 69.80 (a)(2), and payable from the Special Fund of the *Association*.

3.3* It shall be the duty of the Secretary to:

- (1) Keep a true and accurate record of the proceedings of all meetings of the *Association* and of the *Board of Trustees*.
- (2) Keep a correct record of all amendments, alterations, and additions to the *Articles of Incorporation* or the *Bylaws* in a separate book from the minute books of the *Association*.

- (3) Act as custodian of the records of the *Association*, sign its official papers, and perform such other duties as may be imposed by the *Board of Trustees*.
- (4) Cause due notice of all meetings of the *Association* and of the *Board of Trustees* to be given.
- (5) Submit a report in writing at each regular meeting of the *Board of Trustees* showing the names of all persons who have applied for membership or ceased to be members since the last report, the names of all persons to whom money has been paid, the amount, and the reason therefor, the amount of money received since the last report and the source thereof, the amount of money on hand, and where the same is invested or deposited, and such other information as will show the financial condition of the *Association*.
- (6) Keep a roll of membership, with the date of joining, resignation, discharge, leaves of absence, dues or assessments paid, and relief or pensions furnished.
- (7) The Secretary's books shall be at all times open to inspection by the *Board of Trustees* and jointly with the Treasurer prepare and file all reports and statements required by law.

3.3.1 The Secretary shall receive such salary as may be fixed from time to time by the *Board of Trustees*, subject to approval of the governing body under MS 69.80 (a)(2), and payable from the Special Fund of the *Association*.

3.4* It shall be the duty of the Treasurer to:

- (1) Receive all funds belonging to the *Association* and hold them subject to the order of the President and the *Board of Trustees*.
- (2) Keep separate and distinct accounts of the Special and General Funds, and shall prepare and present to the *Board of Trustees*, a full and detailed statement of the assets and liabilities of each fund at each meeting of the *Board of Trustees*, and prior to the annual meeting of the *Association*.
- (3) Deliver to their successor in office, or to any committee appointed by the *Board of Trustees* to receive the same, all moneys, books, papers and other items pertaining to the office immediately upon expiration of the term of office.
- (4) Prior to entering upon the duties of the office, give a bond in such amount as required by law, Minn. Stat. §69.051 subd. 2, and with such sureties as may be required and approved by the *Board of Trustees*, conditioned upon the faithful discharge of trust and the faithful performance of the duties of the office. Such bond shall be paid for from the Special Fund of the *Association*.
- (5) Jointly with the Secretary, the Treasurer shall prepare and file all reports and statements as required by law.

3.4.1 The Treasurer shall receive such salary as may be fixed by the *Board of Trustees* from time to time, subject to approval of the governing body under MS 69.80 (a)(2), and payable from the Special Fund of the *Association*.

3.5 It shall be the duty of the elected Trustees to assist the members of the *Board of Trustees* with their duties.

ARTICLE IV

MEETINGS of the ASSOCIATION

4.1* Membership Meetings The annual meeting of the *Association*, for the election of trustees for the upcoming calendar year, and other business, shall be held during the month of July of each year.

4.2 Special meetings of the *Association* may be called by the President, or by 2 members of the *Board of Trustees*, and shall also be called upon written request of 6 or more active members of the *Association*. Members shall be notified by the Secretary of such special meetings, and the object of the meeting shall be contained in such notice and no other business shall be conducted. Special meetings must be held within 30 days of the request.

4.3* Notice of the *Association* meetings and elections shall be given to all members entitled to vote at the meeting or election. Such notice shall be in writing and state the time, place, and in case of a special meeting, the purpose, and be posted at fire station not less than 5 nor more than 30 days before the meeting, excluding the date of the meeting.

4.4 Meeting quorum.

- (1) A quorum for meetings of members is forty (40%) percent of the active members of the *Association*.
- (2) Subject to 4.4 (3), a quorum is necessary for the transaction of business at a meeting.

- (3) When a quorum has been present at a meeting and members have withdrawn from the meeting so that less than a quorum remains, the members still present may continue to transact business until adjournment.
- (4) When a quorum is not present, any meeting may be adjourned from time to time for that reason.

4.5 All reports and resolutions shall be submitted in writing, and no report shall be accepted unless it is the report of the majority of a committee, provided however, that the minority shall be permitted to present its view in writing.

4.6* All meetings shall be conducted according to Robert's Rules of Order, as revised. The Officer presiding over the meeting shall be the final arbiter of any dispute as to the specific application of Robert's Rules of Order.

4.7 Order of business. At the annual and at any other regular *Association* meetings the order of business shall be as follows:

1. Call to order
2. Roll call
3. Reading of minutes of previous meeting
4. Reports of Officers
5. Reports of Special Committees
6. Unfinished business
7. Election of Officers or Trustees (annual meeting)
8. New business
9. Adjournment

4.8 Voting. Each active member in good standing shall be entitled to vote on any matter which the members vote upon. Neither cumulative voting nor voting by proxy shall be allowed. All votes, unless specified prior to the vote, shall be by voice vote. If a majority cannot be determined by voice vote, the chair shall call for a show of hands or conduct a vote by ballot.

ARTICLE V

FUNDS

5.1 Funds required. The *Association* shall maintain in its treasury a General Fund and a Special Fund.

5.1.1 General Fund. The General Fund shall be credited all moneys received from fines, entertainment revenues and any moneys or property donated, given, granted or devised by any person for unspecified uses. The General Fund may be used for any purpose including but not limited to the following: expenses of entertainment, dinners, dances, games, flowers for the sick or deceased members, expenses of administering the fund and for any and all purposes reasonably related to the welfare of the *Association* or its members as authorized by action of the *Board of Trustees* or by a majority of the members present and voting at any annual or special meeting of the members.

5.1.2 Special Fund. The Special Fund shall be credited with all fire state-aid moneys received pursuant to law, all taxes levied by or other revenue received from the municipalities pursuant to law providing for municipal support for the *Association*, any moneys or property donated, given, granted or devised by any person which is specified for use for the support of the Special Fund, and any interest earned upon assets of the Special Fund. No disbursement shall be made from the Special Fund for any purpose except a purpose for which such Special Fund is held in trust consistent with provisions in the *Articles of Incorporation* or *Bylaws*, and administrative expenses as limited by Minn. Stat. §69.80. All other expenses of the *Association* shall be paid out of the General Fund.

5.2 Deposits. All money belonging to this *Association* shall be deposited to the credit of the association in such banks, trust companies or other depositories as the *Board of Trustees* may designate. The *Board of Trustees* shall make deposits in conformance with state statutes, the *Bylaws* and the investment policy.

5.3* Disbursements. No disbursement of the funds of this *Association* shall be issued until the claim to which it relates has been approved by the *Board of Trustees*.

- (1) All Special Fund checks or expenditures drawn by the Treasurer must be countersigned by the President or

Vice President.

- (2) All General Fund checks or expenditures drawn by the Treasurer for more than \$500 must be countersigned by the President or Vice President.

ARTICLE VI **BENEFITS**

6.1 Service Pensions.

6.1.1* Eligibility requirements. To be eligible to receive a service pension, a member must meet all of the following requirements:

- (1) Be at least 50 years of age;
- (2) Have separated from active service with the **Northfield Area Fire Rescue Services** of the **NAFRS Joint Powers Agreement** and ceased to perform or supervise fire suppression duties; unless, as specified in M.S. 424A.02, Subd. 1(d):
 - (a) the person is employed subsequent to retirement by the **NAFRS Joint Powers Agreement** to perform duties within the **Northfield Area Fire Rescue Services** on a full-time basis; and
 - (b) the governing body of the **NAFRS Joint Powers Agreement** has filed its determination with the board of trustees of the *Association* that the person's experience with and service to the **Northfield Area Fire Rescue Services** in that person's full-time capacity would be difficult to replace;
- (3) Have at least five (5) years of active service with such department before retirement; and
- (4) Have been a member of the *Association* in good standing at least five (5) consecutive years immediately preceding separation from service, other than time on suspension and approved Leaves of Absence.

6.1.2 Service pension. Because of varying circumstances in each member's retirement planning, optional benefit payment methods are offered. Selection should occur after consultation with a tax consultant, financial planner, or an attorney. Each member meeting the requirements of 6.1.1 shall be entitled to a lump sum service pension. 20 years of service shall be the base service pension. At the time of application for retirement, a qualified member shall be entitled to payments from the Special Fund according to the following tables attached as Addendum A:

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6.1.3* Application. Applications for service pensions or ancillary benefits shall be made in writing on forms supplied by the Secretary. The application shall be submitted to the *Board of Trustees* at a regular or special meeting of the *Board*. Applications shall be verified by an oath of the applicant and shall state the applicant meets each of the eligibility requirements set forth in 6.1.1.

6.1.4* Approval, amount of pension. It shall be the duty of the *Board* to approve applications for service pensions or ancillary benefits if the applicant meets all of the eligibility requirements set forth in 6.1.1. The service pension shall be payable at the rates set forth in 6.1.2. Payment shall be made from the Special Fund.

- (1) It shall also be the duty of the *Board* not to approve the application if any of the eligibility requirements are not met. If an application is not approved, the *Board* shall return the application to the applicant within 30 days, noting thereon, with particularity, which requirements the applicant does not meet.
- (2) Thereafter, the applicant shall be furnished the opportunity to be heard by the full *Board*, by filing a written intent to appeal with the Secretary within 30 days of receiving an adverse determination.
- (3) Upon receipt of the written intent to appeal, the *Board of Trustees* shall hold a special meeting within 60 days of receipt of the written intent to appeal. Timely notice of the meeting shall be given to the member at least 15 days prior to the special meeting. The member shall have the reasonable opportunity to be heard by the Board of Trustees at the special meeting with regard to the adverse determination.
- (4) The *Board of Trustees* reserve the right to engage the services of a mediator or arbitrator, acceptable to both parties, at any time during the appeal. The mediator or arbitrator shall be selected from the Rule 114 Supreme Court Roster. The cost of the mediator or arbitrator shall be split in half among both parties.
- (5) Determination of the *Board* shall be final after 6.1.4 (3) of such appeal.

6.1.5* Deferred service pension. A member of the *Association* who has completed at least five (5) years of active service with the municipal fire department and at least five (5) years of active membership in the *Association* and who separates from active service and membership shall be entitled to a deferred service pension to commence upon reaching at least the age of 50 years and upon making a valid written application to the

Association. The deferred service pension shall be payable as set forth in 6.1.2 except that:

- (1) Deferred members selecting the lump sum service pension as set forth in 6.1 (l) shall have the lump sum payment based on the Lump Sum table in effect at the time of separation.
- (2) As specified in MS 424A.02 subd. 7(c), no interest will be paid on the deferred lump sum service pension during the period of deferral.

6.1.6* Year of service. For the purpose of computing benefits, a "Year of Service" shall be defined as a period of 12 full months of active duty in the **Northfield Area Fire Rescue Services**, beginning on the anniversary date when the member became an active member of said Fire Department.

- (1) If a member's period of active service is not continuous, parts of years may be added together to complete full years.
- (2) Service credit for incomplete years of service, after the member's anniversary date, shall be prorated at the rate of 1/12 (8.333%) per complete month of active duty, pursuant to Minn. Stat. §424A.02, Subd. 1.

6.1.7 Surviving Spouse. "Surviving Spouse" means any person who was the dependent spouse of a deceased member who was legally married to the member at the time of death.

6.1.8 Lump Sum Payment Options. Each member meeting the requirements of 6.1.1 shall be entitled to receive a lump sum service pension. The *Board of Trustees* may allow up to 90 days from the date of approval to make the payment. Alternate payment methods shall include:

- (1) A single lump sum check payment payable to the eligible retiree.
- (2) Lump Sum payment by the *Association* directly to a recognized insurance carrier licensed to do business in this state and approved for this product by the Commerce Commissioner under Minn. Stat. §60A.40.
- (3) Upon written request, the *Association* shall directly transfer the eligible member's lump sum pension to the member's individual retirement account under Section 408(a) of the Internal Revenue Code, as amended, as provided for in Minn. Stat. § 424A.02, subd. 8b.
- (4) Direct transfer of the member's lump sum payment to the member's individual Minnesota deferred compensation account under Minn. Stat. § 424A.015, subd. 5.

6.1.9 Supplemental Benefit. As described in Minn. Stat. §424A.10, the *Association* must pay a supplemental benefit to individuals who receive a lump sum distribution of pension or ancillary benefits for service performed as a volunteer firefighter at the time that the lump sum benefit is paid. The supplemental benefit is calculated as ten percent of the regular lump sum distribution, but not to exceed \$1,000.

- (1) Upon the payment of a lump sum survivor benefit to the survivor of a deceased active or deferred member, a supplemental survivor benefit will be paid to the legally married surviving spouse or, if none, to the surviving child or children. The survivor supplemental benefit is calculated as twenty percent of the survivor benefit distribution, but not to exceed \$2,000.

6.2 Ancillary Benefits. "Ancillary Benefit" means a benefit other than the service pension. Upon the death of an active or deferred member of this *Association* there shall be paid a survivor or death benefit. Pursuant to Minn. Stat. §424A.02, subd. 9. (b), the sum of the ancillary benefit shall be calculated as of the date the active or deferred member died.

6.2.1 Active Member Survivor or Death Benefit. Pursuant to Minn. Stat. §424A.05, Subd. 3. (4), a survivor benefit may be paid to a surviving spouse of an active member, or if none, to a child or children regardless of age at time of death, or if none, to designated beneficiaries described in 6.2.3, or if no designated beneficiary, a death benefit to the estate of the deceased member. The sum shall be calculated using the Lump Sum Service Pension benefit in effect at the time of death as listed in 6.1.2, using years of service as determined in 6.1.6, without regard to minimum or partial vesting requirements but in no case shall be less than one year of service.

6.2.2 Deferred Member Survivor or Death Benefit. Pursuant to Minn. Stat. §424A.05, Subd. 3. (4), a survivor benefit may be paid to a surviving spouse of a deferred member, or if none, to designated child or children regardless of age at time of death, or if none, to designated beneficiaries described in 6.2.3, or if no designated beneficiary, a death benefit to the estate of the deceased member. The sum shall be calculated using the Lump Sum Service Pension table in effect at the time of separation, using years of service as determined in 6.1.6 and partial vesting requirements that may apply. The total benefits paid herein, cannot exceed the benefit earned by the member.

6.2.3 Designated Beneficiary. The member's designated beneficiary must be a natural person as identified in writing, on a form provided by and filed with the Secretary.

6.3 Limits on Benefits.

6.3.1* Domestic Relations Order. A qualified domestic relations or domestic relations order that complies

with the provisions of Minn. Stat. §§518.58, 518.581, or 518.611, shall be distribution made pursuant to a domestic relations order, shall be treated as made pursuant to qualified domestic relations order as specified by Internal Revenue Code 414 (p) (11), as amended. No benefits shall be paid under a domestic relations order which requires the plan to provide any type or form of benefit, or any option, not otherwise provided under the plan or under state law. The only benefit available to a former spouse of a member pursuant to a qualified domestic relations order is that of a lump sum service pension, which is distributable pursuant to the terms and conditions of Article VI herein. When a qualified domestic relations order is submitted to the *Association* for review and/or consideration, it must be accompanied with a fee of \$500.00 to help defray the cost of attorney fees and meeting costs of the *Board*.

6.3.2 Garnishment, Judgment or Legal Process. No service pension benefits paid or payable from the Special Fund of the relief association to any person receiving or entitled to receive a service pension shall be subject to garnishment, judgment, execution, or other legal process, except as provided in Minn. Stat. §§518.58, 518.581, or 518.611.

6.3.3 No person entitled to a service pension from the Special Fund of a relief association may assign any service pension benefit payments, nor shall the association have the authority to recognize any assignment or pay over any sum which has been assigned.

6.3.4 No provision which places limits on benefits as contained within Section 415 of the Internal Revenue Code shall be exceeded. Plan participants cannot receive an annual benefit greater than the amount specified in Section 415 of the code as may be subsequently amended.

6.3.5 No ancillary benefit or combination of benefits payable may exceed in amount the total earned service pension of the member or former member.

ARTICLE VII AMENDMENTS

7.1 The Bylaws of this *Association* may be amended at any regular or special meeting of the *Association* by a favorable vote of two-thirds (2/3) of the members present and voting, providing a quorum is present; and provided further that notice of any proposed amendment or amendments has been given or mailed to each member at their last known address not more than 31 days preceding the date upon which such amendment or amendments are to be acted upon, and not less than 10 days prior to the scheduled date of such meeting; and provided further, that if such amendment or amendments shall change the amount of benefits or pensions, approval of the **Joint Powers Board** of the **NAFRS Joint Powers Agreement** must be obtained, as required by Minn. Stat. §69.772, subd. 4.

ARTICLE VIII MUNICIPAL RATIFICATION

8.1 The adoption of, or any amendment to the *Articles* or *Bylaws* of this *Association* which increases or otherwise affects the retirement coverage provided by, or the service pensions or retirement benefits payable from the Special Fund of this *Association*, as required by Minn. Stat. §424A.02, subd. 10 shall not be effective until it is ratified by the **Joint Powers Board** of the **NAFRS Joint Powers Agreement**.

A. At a duly called regular meeting thereof, the *Northfield Fire Relief Association* did amend on the 27th day of July 2015, the foregoing *CODE OF BYLAWS*, said *Code* consisting of ten (10) pages, including this page. Which amendments were approved by the Northfield Fire Relief Association on the 27th day of July, 2015.

B. At a duly called regular meeting thereof, the **Northfield Joint Powers Board** did amend on the 22nd day of October, 2015, the foregoing *CODE OF BYLAWS*, said *Code* consisting of ten (10) pages, including this page. Which amendments were approved by the **Northfield Joint Powers Board** on the 22nd day of October, 2015.

Relief Association President

Relief Association Secretary

NAFRS Joint Powers Board Chair

NAFRS Joint Powers Board Secretary