

CITY COUNCIL MEETING
AGENDA ITEM V



**CITY OF FRANKLIN
COUNCIL AGENDA REPORT**

August 16, 2016

From: Judie Milner, Finance Director
Subject: City's Section 125 Cafeteria Plan Amendment & Restatement

Recommendation:

I recommend the City Council adopts resolution 03-17 amending and restating the City's cafeteria benefit plan under IRS code section 125.

Suggested Motion:

September 12, 2016

Councilor moves, "I move the City of Franklin City Council adopt Resolution 03-17 amending and restating the City's cafeteria benefit plan under section 125 of the Internal Revenue Service code and authorizing the City Manager to execute all documents related to the amended benefit plan."

Discussion:

Most employers, municipal and private, offer a cafeteria plan to employees under the internal revenue code section 125. This allows employees to pay for certain benefits on a pre-tax basis. Since the City changed health, dental and flexible spending account providers effective July 1, 2016, the cafeteria plan needed to be amended and restated. There are no changes over the formal cafeteria plan.

Concurrences:

The cafeteria plan also covers certain voluntary benefits, like sick or disability plans, offered to employees through Aflac, Colonial Life, Allstate, etc. Employees can chose to have their deductions taken before taxes are calculated on their income.

Fiscal Impact:

Employees save on taxes thus increasing their disposable income. The City is not responsible for the employer portion of FICA on pre-tax items that are both federal tax and FICA exempt, like the flexible spending plan.

Alternatives:

To not offer a section 125 plan which would eliminate those pre-tax benefits, both employer sponsored and voluntary, to employees.

Attachments/Exhibits:

Resolution 03-17
Adoption Agreement Cafeteria Plans

**ADOPTION AGREEMENT
CAFETERIA PLAN**

The undersigned adopting employer hereby adopts this Plan. The Plan is intended to qualify as a cafeteria plan under Code section 125. The Plan shall consist of this Adoption Agreement, its related Basic Plan Document and any related Appendix and Addendum to the Adoption Agreement. Unless otherwise indicated, all Section references are to Sections in the Basic Plan Document.

COMPANY INFORMATION

1. Name of adopting employer (Plan Sponsor): **NHIT - City of Franklin**
2. Address: **316 Central Street**
3. City: **Franklin** 4.State: **NH** 5. Zip: **03235**
6. Phone number: **603-934-3900** 7. Fax number: **603-934-7413**
8. Plan Sponsor EIN: **02-6000292**
9. Plan Sponsor fiscal year end: **June 30**
- 10a. Plan Sponsor entity type:
 - i. C Corporation
 - ii. S Corporation
 - iii. Non Profit Organization
 - iv. Partnership
 - v. Limited Liability Company
 - vi. Limited Liability Partnership
 - vii. Sole Proprietorship
 - viii. Union
 - ix. Government Agency
 - x. Other: _____
- 10b. If 10a.viii (Union) is selected, enter name of the representative of the parties who established or maintain the Plan:

11. State of organization of Plan Sponsor: **New Hampshire**
- 12a. The Plan Sponsor is a member of an affiliated service group:
 Yes No
- 12b. If 12a is "Yes", list all members of the group (other than the Plan Sponsor): _____
- 13a. The Plan Sponsor is a member of a controlled group:
 Yes No
- 13b. If 13a is "Yes", list all members of the group (other than the Plan Sponsor): _____

PLAN INFORMATION

A. GENERAL INFORMATION.

1. Plan Number: **501**
2. Plan name: a. **City of Franklin Flex Plan**
b. _____
3. Effective Date:
 - 3a. Original effective date of Plan: **August 1, 2004**
 - 3b. Is this a restatement of a previously-adopted plan?
 Yes No
 - 3c. If A.3b is "Yes", effective date of Plan restatement: **July 1, 2016**
NOTE: If A.3b is "No", the Effective Date shall be the date specified in A.3a, otherwise the date specified in A.3c; provided, however, that when a provision of the Plan states another effective date, such stated specific effective date shall apply as to that provision.

- 4a. **Plan Year** means each 12-consecutive month period ending on **June 30** (e.g. December 31). If the Plan Year changes, any special provisions regarding a short Plan Year should be placed in the Addendum to the Adoption Agreement.
- 4b. The Plan has a short plan year:
 Yes No
- 4c. If A.4b is "Yes", the short plan year begins _____ and ends on _____.
5. Is the Plan Subject to ERISA?
 Yes No

Plan Features

- 10a. **Premium Conversion Account.** Contributions to fund a Premium Conversion Account are permitted (Section 4.01) (If "No", questions regarding Premium Conversion Accounts are disregarded.):
 Yes No
- 10b. If A.10a is "Yes", select the types of Contracts for which a Participant may seek reimbursement under Section 4.01:
- i. Employer Group Medical
 - ii. Employer Dental
 - iii. Employer Vision
 - iv. Employer Disability
 - v. Employer Group Term Life
 - vi. Individually - Owned Dental
 - vii. Individually - Owned Vision
 - viii. Individually - Owned Disability
 - ix. Other
- 10c. If A.10a is "Yes" and A.10b.ix (other contracts) is selected, describe other types of Contracts: _____.
- 11a. **Health Care Reimbursement Account.** Contributions to fund a Health Care Reimbursement Account are permitted (Section 4.02) (If "No", questions regarding Health Care Reimbursement Accounts are disregarded.):
 Yes No
- 11b. **HSA Account.** Contributions to fund an HSA Account are permitted (Section 4.08):
 Yes No
12. **Dependent Care Assistance Account.** Contributions to fund a Dependent Care Assistance Account are permitted (Section 4.03) (If "No", questions regarding Dependent Care Assistance Accounts are disregarded.):
 Yes No
NOTE: The maximum amount of expense that may be contributed/reimbursed in any Plan Year for the Dependent Care Assistance Account is the maximum amount permitted by federal tax law (\$5,000 or \$2,500 if the Participant is married and filing a separate federal tax return).
13. **Adoption Assistance Account.** Contributions to fund an Adoption Assistance Account are permitted. (Section 4.04) (If "No", questions regarding Adoption Assistance Accounts are disregarded.):
 Yes No
NOTE: The maximum amount of expense that may be contributed/reimbursed for the Adoption Assistance Account is the maximum amount permitted by federal tax law for the prior year (\$10,960 for Plan Years beginning in 2006). The annual limit shall be reduced for adoption assistance expenses incurred any prior Plan Year.

Simple Cafeteria Plan

15. **Is the Plan a simple cafeteria plan as defined in Code section 125(j):**
 Yes No
NOTE: In order to be a simple cafeteria plan, the Employer must be an eligible employer (as defined in Code section 125(j)(5)) and the Plan must meet certain contribution, eligibility and participation requirements.

B. ELIGIBILITY.

Exclusions/Modifications

The term "Eligible Employee" shall not include (Check items **B.1 - B.5a** as appropriate):

NOTE: If **A.15** is "Yes" (the Plan is a simple cafeteria plan), **B.2** may not be selected and **B.4** and **B.5a** may be selected only to the extent that the provisions do not violate the requirements on Code section 125(j).

1. **Union.** Any Employee who is included in a unit of Employees covered by a collective bargaining agreement, if benefits were the subject of good faith bargaining, and if the collective bargaining agreement does not provide for participation in this Plan.
2. Any **leased employee.**
3. **Non-Resident Alien.** Any Employee who is a non-resident alien who received no earned income (within the meaning of Code section 911(d)(2)) which constitutes income from services performed within the United States (within the meaning of Code section 861(a)(3)).
4. **Part-time.** Any Employee who is expected to work less than **30** hours per week.
- 5a. **Other.** Other Employees described in **B.5b** (any exclusion must satisfy Code section 125(g) and the requirements under Section 5.01).
- 5b. If **B.5a** is selected, describe other Employees excluded from definition of Eligible Employee: _____.
- 6a. Allow immediate participation for all Eligible Employees employed on the date specified in **B.6b**:
 Yes No
- 6b. If **B.6a** is "Yes", all Eligible Employees employed on _____ shall become eligible to participate in the Plan as of such date.
7. If **A.10a** is "Yes", (Contributions to fund a Premium Conversion Account are permitted), an Employee shall be an Eligible Employee with respect to the Premium Conversion Account if the Employee is eligible to participate in the benefit plans described in **A.10b**:
 Yes No
- 8a. Indicate whether the Plan will make any other revisions to the term "Eligible Employee":
 Yes No
- 8b. If **B.8a** is "Yes", describe any further modifications to the term "Eligible Employee": _____.

Service Requirements

10. Minimum age requirement for an Eligible Employee to become eligible to be a Participant in the Plan: **None**
NOTE: If **A.15** is "Yes" (the Plan is a simple cafeteria plan), **B.10** may not exceed 21.
11. Minimum service requirement for an Eligible Employee to become eligible to be a Participant in the Plan:
 - i. None.
 - ii. Completion of _____ hours of service.
 - iii. Completion of **30** days of service.
 - iv. Completion of _____ months of service.
 - v. Completion of _____ years of service.**NOTE:** If **A.15** is "Yes" (the Plan is a simple cafeteria plan), **B.11** may not exceed 1,000 hours of service or one year of service.
- 12a. Frequency of entry dates:
 - i. An Eligible Employee shall become a Participant in the Plan as soon as administratively feasible upon meeting the requirements of **B.10** and **B.11**.
 - ii. first day of each calendar month
 - iii. first day of each plan quarter
 - iv. first day of the first month and seventh month of the Plan Year
 - v. first day of the Plan Year
- 12b. If **B.12.a.i** (immediate entry) is not selected, an Eligible Employee shall become a Participant in the Plan on the entry date selected in **B.12a** that is:
 - i. coincident with or next following
 - ii. next following

the date the requirements of **B.10** and **B.11** are met.

13. If **A.10a** is "Yes", (Contributions to fund a Premium Conversion Account are permitted), an Eligible Employee shall become eligible to become a Participant in the Plan with respect to the Premium Conversion Account at the same date as he or she becomes eligible to participate in the Contracts(s) described in **A.10b**:
 Yes No
- 14a. Indicate whether the Plan will make any other revisions to the eligibility rules specified in **B.10 - B.13**:
 Yes No
NOTE: If **A.15** is "Yes" (the Plan is a simple cafeteria plan), **B.14a** may only be "Yes" if the modifications in **B.14b** do not violate any requirements of Code section 125(j).
- 14b. If **B.14a** is "Yes", describe any further modifications to the eligibility rules specified in **B.10 - B.13**: _____.

Transfers/Rehires

15. Permit Participants who are no longer Eligible Employees (for reasons other than Termination) to continue to participate in the Plan until the end of the Plan Year (Section 3.02):
 Yes No
NOTE: If "No" is selected, a Participant who has a change in job classification or a transfer that results in the Participant no longer qualifying as an Eligible Employee shall cease to be a Participant as of the effective date of such change of job classification or transfer.
16. Automatically reinstate benefit elections for Terminated Participants who are rehired within 30 days of Termination and permit new benefit elections for Terminated Participants who are rehired more than 30 days after Termination (Section 3.03(a)):
 Yes No
NOTE: If "No" is selected, a Terminated Participant shall not be able to Participate in the Plan until the later of the first day of the subsequent Plan Year or the first entry date following reemployment.

C. BENEFITS

Premium Conversion

- 1a. If **A.10a** is "Yes" (Contributions to fund a Premium Conversion Account are permitted), provide for automatic enrollment for the Premium Conversion Account:
 Yes No
NOTE: If **C.1a** is "Yes", a Participant shall be deemed to elect to contribute the entire amount of any premiums payable by the Participant for the benefit plans described in **A.10b**.
- 1b. If **A.10a** is "Yes" (Contributions to fund a Premium Conversion Account are permitted), provide for automatic adjustment of Participant elections for changes in the cost of Contracts pursuant to the terms of Treas. Reg. 1.125-4:
 Yes No

Health Care Reimbursement

- 2a. If **A.11** is "Yes" (Contributions to fund a Health Care Reimbursement Account are permitted), select the maximum salary reduction amount that can be contributed to a Health Care Reimbursement Account in any Plan Year:
i. The maximum amount permitted under Code section 125(i)
ii. Other amount specified in **C.2b**
NOTE: If **C.2a.i** is selected effective prior to 2015, the maximum amount shall be \$2,500.
- 2b. If **C.2a** is "Other amount specified in **C.2b**", enter the maximum salary reduction amount that can be contributed to a Health Care Reimbursement Account in any Plan Year: _____.
NOTE: As of January 1, 2015, C.2 may not exceed the maximum permitted under Code section 125(i) (\$2,550 in 2015).
3. If **A.11** is "Yes" (Contributions to fund a Health Care Reimbursement Account are permitted), specify whether a Participant shall continue making contributions after Termination of employment for the remainder of the Plan Year:
i. Yes - Continue contributions on an after-tax basis and reimbursements will be allowed for the remainder of the Plan Year.

- ii. No - Contributions shall cease upon Termination and reimbursements will be allowed only for expenses incurred prior to Termination.

NOTE: Any required COBRA elections described in Section 4.06 shall supersede this C.3.

- 4a. If A.11 is "Yes" (Contributions to fund a Health Care Reimbursement Account are permitted), indicate whether a Participant may revise a Health Care Reimbursement Account election upon a change of status:

- i. Yes - without limitation
- ii. Yes - but no decrease to the extent that new annual contribution amount would be less than the amount previously reimbursed at the time of the election change
- iii. Yes - a Participant may only increase an election upon a change of status
- iv. Yes - with limitations described in C.4b.
- v. No

NOTE: The rules regarding the revision of Health Care Reimbursement Account elections in this C.4 are also subject to the conditions and limitations provided in C.12.

- 4b. If A.11 is "Yes" and if C.4a.iv is selected (Yes - with limitations described in C.4b), describe the limitations: _____.

Health Care Reimbursement - Eligible Expenses

- 5a. **Excepted Benefits.** Indicate the method of maintaining the Health Care Reimbursement Account as excepted benefits (only applicable if A.11 is "Yes"):

- i. **Other Group Health Coverage and Maximum Benefit Payable** within the meaning of Treas. Reg. section 54.9831-1(c)(3)(v)
- ii. **Limited-scope benefits** within the meaning of Treas. Reg. section 54.9831-1(c)(3)(i)-(ii) (dental and vision)
- iii. **Other:** _____.

NOTE: If C.5a.i is selected, any employer contribution entered in C.9 shall not exceed the maximum benefits payable under Treas. Reg. section 54.9831-1(c)(3)(v).

NOTE: If C.5a.ii is selected, limited scope benefits may not include Long-term care insurance or any other benefits that are nonqualified benefits under Prop. Treas. Reg. section 1.125-1(q). 5b. If A.11 is "Yes" (Contributions to fund a Health Care Reimbursement Account are permitted), exclude coverage for other expenses described in C.5c:

Yes No

- 5c. If A.11 is "Yes" and C.5b is "Yes", describe other expenses that are not eligible for reimbursement: _____.

Health Care Reimbursement - Eligible Expenses

- 6a. If A.11 is "Yes" (Contributions to fund a Health Care Reimbursement Account are permitted), a Participant may only be reimbursed from his or her Health Care Reimbursement Account for expenses that are incurred by:

- i. **Participant, spouse and dependents.** The Participant, his or her spouse and all dependents within the meaning of Code section 152 as modified by Code section 105(b), and any child (as defined in section 152(f)(1)) of the Participant until his or her 26th birthday.
- ii. **Persons covered under Company medical plan.** The Participant, his or her spouse and all dependents within the meaning of Code section 152 as modified by Code section 105(b), and any child (as defined in section 152(f)(1)) of the Participant until his or her 26th birthday, but only if such persons are also covered under the Company-sponsored benefit plan specified in C.6b.
- iii. **Participants Only.** No spousal or dependent coverage.
- iv. **Other.** The persons described in C.6c.

NOTE: The Plan Administrator may extend coverage for children until the end of the calendar year in which a child turns age 26.

- 6b. If C.6a is "Persons covered under Company medical plan", indicate the name of the Company-sponsored benefit plan:

_____.

- 6c. If C.6a is "Other", indicate who must incur expenses that can be reimbursed from a Participant's Health Care Reimbursement Account: _____.

NOTE: The definition in C.6c may not include anyone other than the Participant, his or her spouse and all dependents within the meaning of Code section 152 as modified by Code section 105(b), and any child (as defined in section 152(f)(1)) of the Participant until his or her 26th birthday.

NOTE: If **A.11** is "Yes" (Contributions to fund a Health Care Reimbursement Account are permitted), reimbursements may be made for any expense that qualifies for exclusion from income under Code section 105(b) (other than certain long term care expenses and insurance premiums), except as provided in **C.5 - C.6**.

- 7a. Health Savings Accounts.** If **A.11** is "Yes" (Contributions to fund a Health Care Reimbursement Account are permitted), describe method to coordinate coverage in the Plan with Health Savings Accounts (Section 6.01(j)):
- i. **None.** Coverage in the Plan is not limited or the Plan is not used in conjunction with a Health Savings Account.
 - ii. **Permitted Coverage.** Coverage in the Plan is only provided for permitted insurance and other specified coverage (e.g., coverage for accidents, disability, dental care, vision care or preventive care within the meaning of Code section 223(c)(1) and Rev. Rul. 2004-45 (but not through insurance or for long-term care services).
 - iii. **Post Deductible Coverage.** The Plan will not pay or reimburse any medical expense incurred before the minimum annual deductible under Code section 223(c)(2)(A)(i) is satisfied.
 - iv. **Both Permitted and Post Deductible Coverage.** Until the minimum annual deductible under Code section 223(c)(2)(A)(i) is satisfied, coverage in the Plan is only provided for permitted insurance and other specified coverage (e.g., coverage for accidents, disability, dental care, vision care or preventive care within the meaning of Code section 223(c)(1) and Rev. Rul. 2004-45 (but not through insurance or for long-term care services). The Plan will pay or reimburse all medical expenses otherwise allowed by the Plan incurred after the minimum annual deductible under Code section 223(c)(2)(A)(i) is satisfied.
- 7b.** If **A.11** is "Yes", **C.7a** is not "None" and **D.3a** is "Yes" (grace period allowed), indicate period when the limitations described in **C.7a** apply:
- i. Entire Plan Year.
 - ii. Only during the grace period described in **D.3**.
- NOTE:** If no grace period is allowed in **D.3a**, the limitations in **C.7a** shall apply for the entire Plan Year.
- 7c.** If **A.11** is "Yes" and **C.7a** is not "None", the limitations shall apply to:
- i. All Participants.
 - ii. Only Participants who are also eligible to participate in the high deductible health plan.
 - iii. Only Participants who are also enrolled in the high deductible health plan.
- NOTE:** If **C.7a** is "None" or **C.7c** is not "All Participants", eligibility for a Health Savings Account may be limited.
- 8. HRA.** If **A.11** is "Yes" (Contributions to fund a Health Care Reimbursement Account are permitted), describe method to coordinate coverage in the Plan with a Company-sponsored health reimbursement arrangement ("HRA") for expenses that are reimbursable under both this Plan and the HRA (Section 6.01(e)):
- i. **None.** Plan is not used in conjunction with a Company-sponsored HRA.
 - ii. **HRA first.** A Participant shall not be entitled to payment/reimbursement under the Health Care Reimbursement Account until the Participant has received his or her maximum reimbursement under the HRA.
 - iii. **Cafeteria plan first.** A Participant shall not be entitled to payment/reimbursement under the HRA until the Participant has received his or her maximum reimbursement under the Health Care Reimbursement Account.

Company Contributions

- 9a.** Indicate whether the Company may contribute to the Plan (Section 4.09):
- i. Yes - in Company's sole discretion.
 - ii. Yes - 2% of Compensation.
 - iii. Yes - the lesser of 6% of Compensation or 100% match of a Participant's salary reduction contribution.
 - iv. Yes - pursuant to the method described in **C.9b**.
 - v. No.
- NOTE:** If **A.15** is "Yes" (the Plan is a simple cafeteria plan), **C.9a.ii**, **C.9a.iii** or **C.9a.iv** must be selected.
- 9b.** If **C.9a** is "Yes - pursuant to the method described in **C.9b**", describe how the contributions are determined and allocated: _____.
- NOTE:** If **A.15** is "Yes" (the Plan is a simple cafeteria plan), **C.9b** must equal or exceed the formulas under options **C.9a.ii** or **C.9a.iii**.
- 9c.** If **C.9a** is not "No", indicate whether the Plan permits Participants to elect cash in lieu of benefits:
- i. No.
 - ii. Yes - with limitation.
 - iii. Yes - without limitation.

9d. If C.9a is not "No" and C.9c is "Yes - with limitation", describe any limitations: _____.

Elections

NOTE: The Plan Administrator may establish a minimum dollar amount or percentage of Compensation for all elections provided that such minimum is non-discriminatory.

10. When may continuing Participants **make** elections regarding contributions (Section 4.06(b)):

- i. The _____ day period ending prior to the beginning of the Plan Year
- ii. Pursuant to Plan Administrator procedures.

NOTE: If C.10.i is selected, the Plan Administrator may require that elections be made no later than a certain number of days prior to the beginning of the Plan Year. See Section 4.06(a) for procedures regarding new Participants.

11. The election for a continuing Participant who fails to make an election within the period described in C.10 shall be determined in accordance with the following (Section 4.06(c)-(d)):

- i. **Election not to participate.** The Participant shall be treated as having elected not to participate in the Plan.
- ii. **Continue same election.** Elections for the applicable Plan Year shall be the same as the elections made in the prior Plan Year.
- iii. **Continue same election for the Premium Conversion Account.** Elections for the applicable Plan Year shall be the same as the elections made in the prior Plan Year but only with respect to the Premium Conversion Account. The Participant shall be treated as having elected not to participate in the Plan with respect to any other Accounts.

12a. When may Participants **modify** elections regarding contributions (Section 4.07(b)):

- i. At any time permitted under Treas. Reg. section 1.125-4.
- ii. Pursuant to Plan Administrator procedures.

12b. Permit Participants to revoke an election of coverage under a group health plan:

- i. due to reduction in hours of service (Section 4.07(c))
- ii. due to enrollment in a qualified health plan offered through a marketplace established under Code section 1311 (Section 4.07(d))

NOTE: The group health plan may not be a health FSA and must provide minimum essential coverage (as defined in Code section 5000A(f)(1)).

13a. A Participant may elect to continue coverage on a pre-tax or after tax basis for non medical benefits when on leave of absence under the FMLA (Section 4.06(f)):

- i. Yes - A Participant may continue coverage for all benefits to which he is entitled when on FMLA leave.
- ii. No - A Participant may continue coverage for Premium Conversion Accounts and Health Care Reimbursement Accounts only.

13b. A Participant may elect to continue coverage on a pre-tax or after tax basis pursuant to C.13a when on a leave of absence other than a leave of absence under the FMLA:

- i. Yes.
- ii. Yes - but subject to the conditions and limitations described in C.13c.
- iii. No.

13c. If C.13b is "Yes - but subject to conditions and limitations", describe the conditions and/or limitations: _____.

Dependent Care Spend Down

15a. Indicate whether Employees that cease to Participate in the cafeteria plan may continue to be reimbursed for eligible dependent care expenses through the end of the Plan Year (or grace period if applicable):

Yes No

15b. If C.15a is "Yes", enter the effective date: **July 1, 2016** (must be on or after August 6, 2007. Please note that under the proposed cafeteria plan regulations, amendments must be effective on the later of the adoption date or effective date of the amendment).

D. PLAN OPERATIONS

Claims

1. Claims for reimbursement for an active Participant must be filed with the Plan Administrator (Section 6.01):
- i. within **90** days following the last day of each Plan Year.
 - ii. by _____.
- 2a. The Plan provides for an earlier deadline for claims submission for Terminated Participants:
 Yes No
- 2b. If **D.2a** is Yes, claims for reimbursement for a Terminated Participant must be filed with the Plan Administrator (Section 6.01):
- i. within **90** days following Termination of employment.
 - ii. by _____.
- 3a. **Grace Period.** The Plan provides for a 2-1/2 month grace period described in IRS Notice 2005-42 immediately following the end of each Plan Year (Section 4.05(c)):
- i. Yes.
 - ii. Yes - but limited to the Accounts described in **D.3c**.
 - iii. No.
- 3b. If **D.3a** is not "No", enter the first day of the first Plan Year for which the grace period will apply: **July 1, 2016**.
- 3c. If **D.3a** is "Yes - but limited to certain Accounts", enter the Accounts that are eligible for the grace period: _____.
- 3d. If **D.3a** is not "No" and **D.1.i** is selected (claims are due within a number of days after the end of the Plan Year), will the same number of days apply to the end of the grace period?
- i. Yes.
 - ii. No - same due date applies for grace period claims.
 - iii. No - claims incurred during the grace period are due: _____.
- 4a. **Carryover.** Indicate whether the Plan will carryover unused Health Care Reimbursement Account balances at the end of the Plan Year as permitted in IRS Notice 2013-71.
- i. Yes - balances up to _____ may be carried over (may not exceed \$500)
 - ii. No
- NOTE:** If carryover is selected (**4a** is "Yes"), the Plan may not provide for a grace period for the Health Care Reimbursement Account (**3a.i** may not be selected and **3a.ii** must be restricted to accounts other than the Health Care Reimbursement Account). In addition, the Plan may not provide for a grace period in the year to which the carryover amount is applied.
- 4b. Effective date of the carryover option: _____.
- 4c. Describe any limitations on the carryover provision: _____
- NOTE:** The same carryover limit must apply to all Participants. Unused amounts may not be cashed out or converted to any other taxable or nontaxable benefit.
- NOTE:** In addition to any limitations on carryover described above, the Plan Administrator may prescribe procedures for the carryover including, but not limited to, establishing a minimum amount for carryover and requiring a contribution to use the rollover in the following year provided that any such procedure is non-discriminatory.
5. Indicate whether the Company will provide debit, credit, and/or other stored-value cards for Health Care Reimbursement Accounts and/or Dependent Care Assistance Accounts (Section 6.01(i)):
 Yes No

Qualified Reservist Distributions (HEART Act)

- 6a. Permit Qualified Reservist Distributions:
 Yes No
- 6b. If **D.6a** is "Yes", enter the effective date: **July 1, 2016** (must be on or after June 18, 2008. Please note that under the proposed cafeteria plan regulations, amendments must be effective on the later of the adoption date or effective date of the amendment).
- 6c. If **D.6a** is "Yes", the amount available as a Qualified Reservist Distribution will be:
- i. The entire amount elected for the Health Care Reimbursement Account for the Plan Year minus Health Care Reimbursement Account reimbursements received as of the date of the Qualified Reservist Distribution request.

- ii. The amount contributed to the Health Care Reimbursement Account as of the date of the Qualified Reservist Distribution request minus Health Care Reimbursement Account reimbursements received as of the date of the Qualified Reservist Distribution request.
- iii. Other amount: _____ (not exceeding the entire amount elected for the Health Care Reimbursement Account for the Plan Year minus reimbursements).

Plan Administrator

- 7a. Designation of Plan Administrator (Section 7.01):
 - i. Plan Sponsor
 - ii. Committee appointed by Plan Sponsor
 - iii. Other
- 7b. If **D.7a.iii** is selected, Name of Plan Administrator: _____
- 8a. Type of indemnification for the Plan Administrator (Section 7.02):
 - i. None - the Company will not indemnify the Plan Administrator.
 - ii. Standard as provided in Section 7.02.
 - iii. Custom.
- 8b. If **D.8a.iii** (Custom) is selected, indemnification for the Plan Administrator is provided pursuant to an Addendum to the Adoption Agreement.

State Law Rules

- 10a. If **A.5** is "No" (non-ERISA Plan), is the Plan subject to other state law rules?:
 Yes No
- 10b. If **A.5** is "No" (non-ERISA Plan) and **D.10a** is "Yes," enter any state law rules that apply to the Plan: _____.

E. EFFECTIVE DATES

Use this Section to provide any effective dates for Plan provisions other than the Effective Date specified in **A.3**.



CITY OF FRANKLIN, NEW HAMPSHIRE
"The Three Rivers City"

316 Central Street
Franklin, NH 03235

(603) 934-3900
fax: (603) 934-7413
cityhall@franklinnh.org

RESOLUTION #03-17

A resolution relating to the amendment and restatement of the City's section 125 cafeteria benefit plan.

THEREFORE BE IT RESOLVED that at a regularly scheduled meeting of the City Council on Monday, September 12, 2016, the City Council of the City of Franklin, New Hampshire does hereby adopt resolution 03-17:

NHIT – CITY OF FRANKLIN CONSENT ACTION OF PLAN ADOPTION

The following actions are hereby taken by the authorized agent of NHIT – City of Franklin (the "Company".)

With respect to the July 1, 2016 amendment and restatement of the NHIT – City of Franklin Benefit Plan (the "Plan"), the following resolutions are hereby adopted:

RESOLVED: That the Plan be amended and restated in the form attached hereto, which Plan is hereby adopted and approved;

RESOLVED FURTHER: That the appropriate agents of the Company be, and they hereby are, authorized and directed to execute the Plan on behalf of the Company;

RESOLVED FURTHER: That the City Manager of the Company be, and hereby is, authorized and directed to take any and all actions and execute and deliver such documents to effect the foregoing resolutions including, without limitation, causing to be prepared and filed such reports, documents or other information as may be required under applicable law.¹

Approved: _____
Mayor

Passed: _____

I certify that said vote has not been amended or repealed and remains in full force and effect as of the date of this Certification and that Katie A. Gargano is the City Clerk for the City of Franklin, Franklin, New Hampshire.

A true copy, attested: _____
City Clerk

Date: _____