



February 25, 2021

RE: Revised Plan Document Amendment – Action Required

Dear Retirement Plan Sponsor:

We are in receipt of your request to amend the following Plan provision[s] effective 3-1-2021:

- Section 2-1 is amended to change the Plan Name
- Section 6-2(f) is amended to add special rules for determining the Employer Contribution formula for the Orland Park Police Supervisors Association (OPPSA).

For your convenience, all documents below will be located on the Empower Retirement Plan Sponsor website. You may access them from the **Retire OnLine Retirement Plans** section of the site by selecting the **Reference page** and clicking on **Plan Documents** in the sub-menu.

- **Plan Document Amendment Number 3 and ASA Amendment** - Please review, sign, and date the Plan Document Amendment and ASA Amendment and return a copy of each to **Empower Retirement as indicated below**. Be sure to also keep original copies of the executed Plan Document Amendment and ASA Amendment with your other plan documents. Please note that the ASA Amendment is attached to the back of this Letter of Instruction.
 - **By mail to:** Empower Retirement
Attn: Plan Drafting Unit
P.O. Box 1583
Hartford, CT 06144-1583
 - **By fax to:** 1-800-678-8645

We urge you to consult with the plan's legal counsel to review the materials in their entirety, specifically to ensure that the plan provisions indicated in the attached amendment reflect both your intended operation of the plan and the plan's administrative practices.

OTHER DOCUMENTS INCLUDED

The below documents do not need to be returned to Empower Retirement. Please be sure to keep a record documenting delivery any time you distribute a Summary of Material Modifications (SMM), Summary Plan Description (SPD), Safe Harbor or Automatic Enrollment notice (as applicable) to participants, as well as saving a copy with your other plan documents.

- **Plan Document Summary** - We have prepared an updated Plan Document Summary which reflects all amendments to the Plan since the last restatement of your Plan. The Plan Document Summary contains a short description of the Plan's provisions based on the

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Empower Retirement LLC (Empower) 100 Bright Meadow Blvd., Enfield, CT 06082

elections in your document. This summary is for your reference and is not required to be distributed to Plan Participants.

- **Sample Resolution** - We have included below a sample Resolution that you may review with the plan's legal counsel. You can tailor and adapt the sample Resolution to document formal adoption of the Plan Document Amendment, once you incorporate any revisions you determine are relevant to the plan's specific circumstances and have the Resolution executed by its authorized signers.

Timely adoption of the Plan Document Amendment is important to maintaining the Plan's qualified status. **We ask that the executed Plan Document Amendment be received by Empower Retirement within 30 days of receipt so that we may timely update our recordkeeping system with your requested changes.**

There is no additional fee for the revisions to the Plan Amendment. If you have any questions, please contact your Empower Retirement representative at any time.

Sincerely,

Empower Retirement

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**ACTION BY UNANIMOUS CONSENT OF GOVERNMENT ENTITY
AMENDMENT OF QUALIFIED RETIREMENT PLAN**

The undersigned as the persons entitled to make decisions on behalf of Village Of Orland Park ("Employer") hereby consent to the following resolutions:

WHEREAS, the Employer maintains the Village of Orland Park 401(a) ("Plan"), a qualified retirement plan, for the benefit of its eligible employees;

WHEREAS, the Employer has decided to amend the Village of Orland Park 401(a) Adoption Agreement;

WHEREAS, Section 14.01(b) of the Plan authorizes the Employer to amend the selections under the Adoption Agreement; and

WHEREAS, the Employer has reviewed and evaluated the proposed amendments to the Plan.

NOW, THEREFORE, BE IT RESOLVED that the Employer hereby approves the Amendment to Village of Orland Park 401(a), to be effective on 3-1-2021. A true copy of the amendment, as approved by the Employer, is attached hereto;

RESOLVED FURTHER, that the undersigned authorize the execution of the Plan amendment and authorize the performance of any other actions necessary to implement the Plan amendment; and

RESOLVED FURTHER, if the Plan amendment modified the provisions of the Summary Plan Description, Plan participants will receive a Summary of Material Modifications summarizing the changes under the amendment.

_____ [Name]	_____ [Signature]	_____ [Date]
_____ [Name]	_____ [Signature]	_____ [Date]
_____ [Name]	_____ [Signature]	_____ [Date]
_____ [Name]	_____ [Signature]	_____ [Date]

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VILLAGE OF ORLAND PARK 401(A)
PPA MP Governmental AA
Contract Number – 150164-0001-0000
Plan Document Summary
Prepared as of 2/25/2021

This Plan Document Summary ("Summary") is intended to provide you with a high level overview of the major features of your plan based on the most recently drafted plan document in our files. The Summary is not intended to replace your plan document or Summary Plan Description (SPD). If this Summary describes any provisions of your plan that have not been adopted (including provisions in an amendment to the plan that has not been signed), those provisions will not be operational until the plan or amendment has been signed and dated. Finally, if the provisions described in this Summary and the plan document or SPD conflict, the provisions of the plan document and SPD govern.

EMPLOYER/PLAN INFORMATION
[AA §1 / AA §2]

EFFECTIVE DATE OF PLAN:

- **Plan restatement/amendment effective:** 3-1-2021
- **Original effective date:** 12-1-2004

EMPLOYER INFORMATION

Name: Village Of Orland Park
Address:
14700 S. Ravinia
Orland Park, IL 60462
Phone: 708-403-6166
EIN: 36-6006035

PARTICIPATING ERs: No

PLAN ADMINISTRATOR: Plan Administrator is Employer

ENTITY TYPE: State or political subdivision of State

ER TAX YEAR END: 12-31

PLAN YEAR: Calendar Year

TOTAL COMPENSATION: W-2 Compensation

PLAN COMPENSATION: Total Compensation with following exclusions:

- Unused sick leave, vacation, or other leave paid after severance of employment

COMPENSATION PERIOD: Plan Year

COMPENSATION ONLY WHILE A PARTICIPANT: No

NORMAL RETIREMENT AGE: Age 50

EXCLUDED EMPLOYEES
[AA §3]

- Other: All Employees except Employees who are covered under an "agreement". An "agreement" means either the Meet and Confer agreement between the Employer and the Commanders and Deputy Chief or the collective bargaining agreement between the Employer and the Village of Orland Park Police Supervisor's Association, as applicable. Exclude all Employees from receiving the Additional Employer Contribution except those who separate from service on or after June 25, 2020, who are eligible to retire under the Illinois Municipal Retirement Fund (IMRF) Tier 1 or Tier 2, are full-time Employees with the Village of Orland at the time of separation, and qualify for the Additional Employer Contribution as outlined in the Employer Agreement.

MINIMUM AGE AND SERVICE
[AA §4]

MINIMUM AGE REQUIREMENT: None

MINIMUM SERVICE REQUIREMENT: None

ENTRY DATES
[AA §4-2]

ENTRY DATES: Immediate

EMPLOYER CONTRIBUTIONS
[AA §6]

EMPLOYER CONTRIBUTION FORMULA:

- Special formula: 1. MCDCC: The amount of the "annual Employer Contribution" shall be equal to the product of: the Participant's current straight-time hourly rate (or the equivalent) multiplied by the lesser of: (i) 25% of the Participant's "eligible sick-time hours" or (ii) the Participant's "eligible sick-time hours" in excess of 400. A Participant's "eligible sick-time hours" in the sick-time bank shall be reduced by the number of hours determined under the Participant's "agreement". A Participant's "eligible sick-time hours" mean his hours of accrued and unused sick time, as defined in the Participant's "agreement", in the Participant's sick-time bank as of November 30 of the Plan Year for which the contribution is being made. The minimum "eligible sick-time hours" for the first Annual Contribution to be made on a Participant's behalf is 600 hours. The minimum "eligible sick-time hours" for subsequent Annual Contributions is more than 400 hours. The amount of the "retirement Employer Contribution" shall be equal to the product of: (a) the Participant's current straight-time hourly rate (or the equivalent) multiplied by (b) the following, as applicable: (i) if the Participant first entered a bargaining unit covered by an agreement before January 1, 1999, 100% of his "eligible accrued, unused sick-time and vacation hours" or (ii) if the Participant first entered a bargaining unit covered by an agreement on or after January 1, 1999, 100% of his "eligible accrued, unused sick-time and vacation hours" in excess of 400 hours. "Eligible accrued, unused sick-time and vacation hours" shall be as defined in the applicable "agreement". 2. IMRF Group Part of the early retirement incentive offered between 2018 and 2020: Effective June 25, 2020, a one time Additional Employer Contribution is added to the Plan. The "Additional Employer Contribution", to be made over one or more tax years, will be determined based on the eligible accrual balance in actual wages within the month the employee retires as well as the amount subject to the Illinois Municipal Retirement Fund (IMRF) 125% rule if applicable. For retiring employees, the contribution will be made 30 days prior to the retirement date. The method and total combined contribution amount will be determined and outlined in the Employer Agreement. 3. OPPSA: Special Rules for determining the Employer Contribution formula for the Orland Park Police Supervisors Association (OPPSA) will be based on the following: 1) Compensatory time can be earned up to and including 80 hours per calendar year; 2) The maximum amount of compensatory time a supervisor may save in the bank is 40

hours; 3) By January 1st of each year, the total amount of compensatory time earned that previous calendar year would be paid out to the Supervisor's bank until the bank reaches 40 hours. Any amount of time in excess of 40 hours would be automatically forfeited and the cash equivalent contributed to the 401(a) plan; 4) Sick time buyback would go into the 401A in lieu of payment at the end of the year.

SPECIAL EFFECTIVE DATES: Yes. See Appendix A of AA for more details

SPECIAL RULES FOR EMPLOYER CONTRIBUTIONS:

- Under the terms of the applicable "agreement", the Participant is eligible to participate in the vacation and sick-time buyback program upon retirement and the Participant is eligible to retire under the terms of the Village or Orland's Police Pension.

ALLOCATION CONDITIONS:

- No allocation conditions for Employer Contributions

AFTER-TAX CONTRIBUTIONS/ER PICK-UP CONTRIBUTIONS
[AA §6-6]

NOT ALLOWED

VESTING
[AA §8]

NORMAL VESTING SCHEDULE: 100% vesting

EXCLUDED SERVICE: All service counts

FORFEITURES:

- N/A. Contributions are 100% vested

DISTRIBUTIONS
[AA §9 / AA §10]

FORM OF DISTRIBUTION:

- Lump sum
- Installments

SPOUSAL CONSENT: Not required

TIMING OF DISTRIBUTIONS – ABOVE \$5,000: Reasonable time following termination

TIMING OF DISTRIBUTIONS – NOT EXCEEDING \$5,000:
Reasonable time following termination

INVOLUNTARY CASH-OUT THRESHOLD: No Involuntary Cash-Outs

AUTOMATIC ROLLOVER RULES: Do not apply to Cash-Outs less than \$1,000

IN-SERVICE DISTRIBUTIONS: None

ROLLOVER CONTRIBUTIONS:

- Upon becoming Disabled

ADMINISTRATIVE PROVISIONS
[AA §11 / APPENDIX A / APPENDIX B]

VALUATION DATE: Daily

LOANS: Not permitted

PARTICIPANT DIRECTION: Allowed

ROLLOVERS: Yes

**AMENDMENT TO
ADMINISTRATIVE SERVICES AGREEMENT**

W I T N E S S E T H

WHEREAS, Hartford Life Insurance Company, a Connecticut corporation (hereinafter referred to as “**Hartford Life**”), entered into an Administrative Services Agreement (hereinafter referred to as the “**Agreement**”) effective December 1, 2004, with Village Of Orland Park (hereinafter referred to as the “**Plan Sponsor**”) to provide administrative services for the The Village of Orland Park Police Supervisors, Commanders & Deputy Chief Sick-Time Buy Back Program Plan (hereinafter referred to as the “**Plan**”);

WHEREAS, effective January 1, 2013, Massachusetts Mutual Life Insurance Company (hereinafter referred to as “**MassMutual**”) has been appointed by Hartford Life to act as its Agent;

WHEREAS, effective June 1, 2018, the Connecticut Insurance Department and the Office of the Connecticut Secretary of State approved the change of name of “Hartford Life Insurance Company” to “Talcott Resolution Life Insurance Company” (hereinafter referred to as “**Talcott Resolution**”);

WHEREAS, MassMutual, in its role as Agent for Talcott Resolution and the Plan Sponsor desire and agree to amend the Agreement;

NOW THEREFORE, effective March 1, 2021, the Agreement is hereby amended as set forth herein. The terms of the Agreement shall apply herein except as may be otherwise provided by the terms of this Amendment.

The “Plan” definition in Section 2 is hereby deleted in its entirety and replaced with the following:

“Plan means Village of Orland Park 401(a), a plan established and maintained in accordance with the provisions of Internal Revenue Code §401.”

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed.

For the Village Of Orland Park, as Plan Sponsor:

By: _____ Date: _____
(Signature)

Name: _____ Title: _____

For Talcott Resolution Life Insurance Company,
By Massachusetts Mutual Life Insurance Company
As Its Agent and Administrative Services Provider:



By: Paula Edmonds
Head of Sponsor Services

February 24, 2021
Date