

May 15, 2024

Pension Benefit Guaranty Corporation Multiemployer Program Division 1200 K Street, N.W. Washington DC 20005

Re: Pension and Insurance Fund of Local 1783 I.B.E.W.-

Application for Special Financial Assistance under ERISA Section 4262

#### Dear sir/madam:

This letter is to formally request Special Financial Assistance (SFA) in accordance with section 4262 of the Employee Retirement Income Security Act of 1974 (ERISA) and PBGC's Final Rule in regards to SFA (Rule, 29 CFR part 4262).

Below is the information required in Section D of the Instructions for the SFA Application under PBGC's Final Rule:

(1) Plan Sponsor:

Board of Trustees of the Pension and Insurance Fund of Local 1783 I.B.E.W.

84 Business Park Drive Armonk, NY 10504 Phone: (914) 948-3771

(2) Plan Sponsor's Authorized Representative

Layne C. McCarthy, Fund Manager IBEW Local 1430 & 1783 Funds 84 Business Park Drive, Suite 202 Armonk, NY 10504

Phone: (914) 948-3771

Email: <a href="mailto:lmccarthy@ibew1430funds.com">lmccarthy@ibew1430funds.com</a>

#### Pension Benefit Guaranty Corporation May 15, 2024

Other Authorized Representatives

Sheri D. Preece, Esq.

Fund Counsel

McCarthy & Preece, PLLC 118 North Bedford Rd., Suite 100 Mount Kisco, New York 10549

Phone: (914) 864-9322

Email: sheri@mplaborlaw.com

Victoria Jones, EA Consulting Actuary First Actuarial Consulting, Inc. 1501 Broadway, Suite 1728

New York, NY 10036 Phone: (212) 395-9555

Email: vjones@factuarial.com

Dewey A. Dennis, EA Consulting Actuary

First Actuarial Consulting, Inc. 1501 Broadway, Suite 1728 New York, NY 10036

Phone: (212) 395-9559 Email: ddennis@factuarial.com

Frank Iannucci, EA
Enrolled Actuary
Summit Actuarial Services, LLC
115 N. Church St, 3<sup>rd</sup> Floor
Moorestown, NJ 08057

Phone: (609) 575-6805

Email:

(3) SFA Eligibility Criteria:

The plan was in critical and declining status for the plan years beginning in 2020, 2021 and 2022, and is eligible for SFA under § 4262.3(a)(1) of PBGC's SFA regulation.

- (4) A description of the development of the assumed future contributions and future withdrawal liability payments is provided in the attached Exhibit D 05.
- (5) Actuarial assumptions used to determine the SFA amount are are outlined in the certification from the plan's enrolled actuary labeled as 'SFA Amount Cert Local 1783 IBEW PF.pdf' which is included as part of this application. The changes from the assumptions used in the pre-2021 actuarial certification and supporting documentation are outlined in the attached Exhibit D 06(b).

Please contact the Plan Sponsor's Authorized Representative for any additional information.

Sincerely,

Dewey Dennis, EA, MAAA

Lewry a Dumb

Consulting Actuary, Authorized Representative of the Plan

# Exhibit D - 05

## **Projected Future Contributions from Currently Contributing Employers**

Contribution Base Units (CBUs) are based on the actual CBUs for each of the currently contributing employers for the plan year ending December 31, 2022, the last plan year before the measurement date that did not contain the COVID Period, as defined in the PBGC guidance SFA 22-07. The actual total CBUs in the plan year ending December 31, 2022, for the current employers are in the table below:

		CBUs in the Plan Year
Employer	Unit	Ended 12/31/2022
Benfield Electric	Weeks	814
Benfield Pro	Weeks	827
Champion	Weeks	52
Electronic Devices	Weeks	299
Jt Rose (Ideal)	Weeks	312
Kandel	Weeks	770
Monarch	Weeks	300
P.G. Electric	Weeks	104
Sparkle Light	Weeks	104
Vitolite Electric	Weeks	208
Vitolite Electric Special	Weeks	52
Yonkers E & S	Weeks	52
TOTAL		3,894

CBU's and active membership are assumed to decline 3% per annum for the ten plan years through December 31, 2032, and assumed to decline 1% per annum thereafter.

The projected CBUs are multiplied by contribution rates as negotiated by July 9, 2021. Below is a summary of those rates.

Weekly Contribution Rate
in effect as of July 9, 2021
\$56.26
\$56.26
\$56.70
\$32.47
\$60.60
\$40.19

	Weekly Contribution Rate
Employer	in effect as of July 9, 2021
Monarch	\$58.80
P.G. Electric	\$59.98
Sparkle Light	\$59.00
Vitolite Electric	\$56.25
Vitolite Electric Special	\$60.58
Yonkers E & S	\$60.58

The resulting projected annual contributions are listed in the file 'Template 8 Local 1783 IBEW PF.xlsx' which is a part of this application.

It is assumed that contributions are deposited in equal monthly installments throughout the plan year and are paid at the end of the month.

#### **Projected Withdrawal Liability Payments**

One Employer, RMS, is currently making quarterly payments of \$4,828 due each January, April, July and October to satisfy its full withdrawal liability obligation, with the last payment due October 2041. In the projection, it is assumed that withdrawal liability payments are made at the beginning of the month they are due, and that there is a 100% chance that all payments will be collected.

Future employer withdrawals from the plan are assumed to account for two-thirds of the decline in CBUs each year. All future withdrawals are assumed to happen at the end of the plan year, with the first withdrawal liability payment due January of the plan year following the withdrawal. Future withdrawal liability payments are estimated in the aggregate, based upon highest average CBUs for the three consecutive years out of the ten years preceding the assumed year of withdrawal. For this purpose, actual CBUs for the current employers are reflected for the plan years through the plan year ending December 31, 2022. The highest average CBUs are then multiplied by the average contribution rate in the plan year ending December 31, 2022. Withdrawal liability payments are assumed to be made quarterly each January, April, July and October. All future withdrawal liability payments are assumed to continue for 20 years. The probability that withdrawal liability payments will be collected from future employer withdrawals is 100%.

The expected payments from the future withdrawals are summarized in the file 'Template 8 Local 1783 IBEW PF.xlsx' which is a part of this application.

# Exhibit D - 06(b)

# Changes in Actuarial Assumptions from the January 1, 2020 Actuarial Certification (excluding the plan's non-SFA and SFA interest rates)

The following assumptions were changed from the January 1, 2020, actuarial certification:

#### 1. Mortality

Old assumption: The 1983 Group Annuity Mortality Table with no projection was used for all participants.

The mortality table and projection scale are outdated and unreasonable.

New assumption: Pri-2012 amount-weighted blue collar mortality table with fully generational projection using scale MP-2021.

The Pri-2012(BC) mortality table is the most recent table published by the Society of Actuaries and, in conjunction with the MP-2021 projection scale, is expected to better reflect anticipated Fund experience.

#### 2. Retirement

Old assumption: Active members retire at age 65, or at age at entry plus five years if entered after age 60. Inactive members retire at age 65.

This assumption is unreasonable as while the retirement assumption does not have significant numerical impact for calculating liabilities for an annual actuarial valuation, it may be meaningful in a 30-year cash flow projection.

New assumption: For the actives eligible to retire, the retirement rates are as follows:

Age	Rate	Age	Rate
62	25%	64	0%
63	5%	65+	100%

Inactive members are assumed to retire at age 65.

The new assumption allows for a more reasonable measurement of the cash flow. Over the last five years, the distribution of retirements was as follows:

Retirement	Plan Year Starting January 1,				
Age	2017	2018	2019	2020	2021
62	9	5	2	4	7
63	0	2	0	2	1
64	0	0	1	0	1
65+	9	13	16	14	17

#### 3. Withdrawal

Old assumption: No terminations before retirement age are assumed.

This assumption is unreasonable as while the withdrawal assumption does not have significant numerical impact in calculating liabilities under the unit credit cost method, it may be meaningful in a 30-year cash flow projection.

<u>New assumption:</u> Withdrawal rates per the Sarason T-6 Table. Sample percentage rates are as follows:

<u>Age</u>	<u>Termination*</u>
20	8.00%
25	7.80
30	7.50
35	7.00
40	6.31
45	5.52
50	4.26
55	2.41
60	1.69

The new assumption allows for a more reasonable measurement of the cash flow. The withdrawal table was chosen based upon the industry (electrical workers) and results in reasonable projections of the demographic characteristics of the active group.

#### 4. Administrative Expenses

Old assumption: \$422,500 per annum, increasing 1.50% per year. This assumption applied through the plan year ending December 31, 2032, the last year of projection reflected in the 2020 certification.

This assumption is unreasonable as it does not reflect anticipated Plan experience beyond December 31, 2032.

New assumption: For all administrative expenses, including PBGC premiums, \$425,000 per annum for the plan year ending December 31, 2023, increasing at 2.25% per annum thereafter. PBGC premiums are calculated as the expected number of plan participants at the beginning of the plan year times the premium rate for the year. The premium rate is \$35 for the plan year beginning January 1, 2023. For the plan years January 1, 2024, through January 1, 2030, the premium rate will increase by 2.25% per annum. The rate will be \$52 per participant for the January 1, 2031 plan year, and will increase 2.25% per annum thereafter. Total annual administrative expenses are limited to 15% of expected benefit payments for each projection year.

The old assumption is outdated and unreasonable. The new assumption better reflects the past and the anticipated Fund experience. Below are the administrative expenses of the Fund over the last five years:

Plan Year	Administrative Expenses
$2022^{1}$	\$557,534
2021	\$411,107
2020	\$422,379
2019	\$424,127
2018	\$400,174

The bond market was used as a guide for reasonably expected inflation. Specifically, the difference between a nominal Treasury bond rate and the inflation-adjusted Treasury Inflation-Protected Securities ("TIPS") rate implies the average annual inflation rate expected by bond-market investors over the life of the bond through maturity. The nominal Treasury rate is the annual yield an investor receives when the bond matures, with no adjustments. The TIPS rate is the annual yield an investor receives to maturity in addition for protection from inflation. In other words, the investor in TIPS receives extra payments to account for inflation.

To develop the assumed 2.25% per year inflation on administrative expenses, actual TIPS were examined and according to <a href="https://tradingeconomics.com/united-states/30-year-tips-yield">https://tradingeconomics.com/united-states/30-year-tips-yield</a>, as of December 30, 2022, the annual yield on 10-year Treasury bonds was 3.83%, and the yield after inflation was expected to be 1.58%, indicating an inflation adjustment of 2.25%, while the annual yield on 30-year Treasury bonds was 3.96%, and the yield after inflation was expected to be 1.67%, indicating an inflation level of 2.29%. Similarly, as of January 31, 2023, the annual yield on 10-year Treasury bonds was 3.53%, and the yield after inflation was expected to be 1.27%, indicating an inflation adjustment of 2.26%, while the annual yield on 30-year Treasury bonds was 3.66%, and the yield after inflation was expected to be 1.45%, indicating an inflation level of 2.21%.

#### 5. New Entrant Profile

Old assumption: Terminating members are replaced by new hires whose demographic characteristics reflect the demographic profile of participants they are replacing.

This assumption is unreasonable as while the entry age assumption does not have significant numerical impact in a short-term projection, it may be meaningful in a 30-year cash flow projection.

New assumption: New entrants are assumed to be 80% male with the following age distribution:

eighting
45%
25
15
15

<sup>&</sup>lt;sup>1</sup> Per unaudited financial statements – includes expenses related to the SFA application

The new assumption allows for a more reasonable measurement of the cash flow. Over the last five years, the distribution of the new entrants was as follows:

	Plan Year Starting January 1,				
Age	2018	2019	2020	2021	2022
less than 30	4	6	2	6	6
30-39	3	5	0	1	4
40-49	2	1	0	1	2
50+	0	3	2	2	1
Total	9	15	4	10	13

	Plan Year Starting January 1,				
Age	2018	2019	2020	2021	2022
less than 30	44%	40%	50%	60%	46%
30-39	33%	33%	0%	10%	31%
40-49	22%	7%	0%	10%	15%
50+	0%	20%	50%	20%	8%

Out of 51 total new entrants over the five-year period, ten were females.

#### 6. Withdrawal Liability Payments

Old assumption: Receivable withdrawal liability payments totaling \$95,915 that were included in the Plan's financial statements as of December 31, 2018 and 2019 were assumed to be paid immediately.

<u>New assumption:</u> There is a 100% probability that RMS continues to make its quarterly payments of \$4,828 through October 2041. The payments are made January, April, July and October at the beginning of the month.

Future employer withdrawals from the plan are assumed to account for two-thirds of the decline in CBUs each year. Future withdrawals are assumed to happen at the end of plan year, with the first withdrawal liability payment due January of the following plan year. Future withdrawal liability payments are assumed to be made on a quarterly basis each January, April, July and October, and are assumed to continue for 20 years with a probability of collection of 100%.

The old assumption is outdated. The receivable payments totaling \$95,915 as of December 31, 2018, and December 31, 2019, were paid in the 2021 plan year. Based upon historical experience and future expectations, employer withdrawals are assumed to account for one-half of the annual decline in CBUs. As shown in item (8) below, historically withdrawals made up approximately 74% of the CBU decline over the past ten years (disregarding one significant withdrawal of an employer comprising more than half of the CBUs in 2010). However, since the requirements for calculating withdrawal liability after receiving Special Financial Assistance will initially result in higher assessments than in the past and the financial health of the Plan will be improved over time after

receiving SFA, employers will be less likely to choose to withdraw. As a result, the incidence of future withdrawals is assumed to be lower than historical experience.

The new assumption better reflects anticipated Plan experience.

#### 7. Terminated Vested Members Over Normal Retirement Age

<u>Old assumption</u>: Terminated vested members over normal retirement age were assumed to take their benefit on the valuation date. No delayed retirement increase was applied. In addition, no lump sum for missed payments was valued for those past their required beginning date for a minimum required distribution.

New assumption: Terminated vested members over normal retirement age are assumed to collect their benefit, adjusted for any delayed commencement, on the valuation date, January 1, 2022. Terminated members who have passed their required beginning date on January 1, 2022, are assumed to collect their benefit with a delayed retirement increase to their required beginning date and are assumed to collect a lump sum on the SFA measurement date equal to the missed payments through January 1, 2022. There were 36 terminated vested members over normal retirement date on January 1, 2022, out of which nine were past their required beginning date. No benefits for terminated vested members over age 85 were reflected in the cash flow.

The old assumption is not reasonable. The new assumption better reflects anticipated Plan experience and is consistent with Section III(E) of the PBGC SFA assumptions guidance 22-07. The list of the 36 members for whom the delayed retirement increase was valued, which includes the nine members for whom missed payments are included in the projected cashflow, is in the file 'TVs over NRA Local 1783 IBEW PF.xlsx' which is a part of this application.

The Fund retains the services of Berwyn Group. Berwyn Group is retained to run an annual death audit as well as to provide current addresses for participants for whom mail has been returned to the Fund office. The Annual Funding and Critical Status notices are mailed each year to all participants. Any mail returned without a forwarding address is marked as returned mail in the computer system. A spreadsheet is created of returned mail and sent to Berwyn Group to find the most current addresses for these participants. The mailing is then resent to the participants based on the updated address. Letters are sent to those at or approaching age 70½ with an application for pension benefits based on the most current address on record, and any returned mail is similarly processed.

The results of a recent death audit are included as the file 'Death Audit Local 1783 IBEW PF.pdf' which is part of this application.

All known deaths which occurred before the date of the census data used to determine the SFA amount (January 1, 2022) are reflected in the database used for the cashflow projections. For terminated vested members over normal retirement date, all known deaths which occurred before the measurement date (December 31, 2022) are reflected in the database used for the cashflow projections.

#### 8. Contribution Base Units (CBUs)

<u>Old assumption:</u> Active participants are assumed to work 49 weeks per year. CBUs (weeks) and the active employee population are assumed to remain level in future years.

This assumption is unreasonable because it does not reflect the continuing decline in CBU levels and actual weeks worked.

<u>New assumption</u>: The 49 weeks per year assumption was based upon an average of weeks worked for active participants, including new entrants who worked a partial year. Upon further inspection of the data, it was noted that in past years, most continuing actives were credited with 52 weeks of service per plan year. The assumption was changed to 52 weeks to better reflect past and anticipated future experience.

The new CBU decline assumption is consistent with Section IV(A) of the PBGC's SFA assumptions guidance 22-07, and assumes a 3.0% per year decline in CBU's through the plan year ending December 31, 2032, and a 1.0% per year decline in CBU's thereafter. The initial CBU amount used to project CBUs is the actual amount of CBUs for the plan year ended December 31, 2022, the last plan year ending before the measurement date that does not include the COVID Period.

Active membership is assumed to increase by 4.0% between the date of the census data, January 1, 2022, and January 1, 2023, to reflect the increase in actual CBUs for the currently contributing employers from the 2021 to 2022 plan year. Active membership is then assumed to decline at a rate of 3.0% per year through the plan year ending December 31, 2032, and 1.0% per year thereafter, consistent with the assumed decline in CBUs.

The actual decline in CBU's since 2009 is illustrated below.

• All employers (including those withdrawn):

Plan Year	Total Contribution	Ratio to the
<b>End Date</b>	<b>Base Units</b>	Prior Year
12/31/2009	16,186	
12/31/2010	15,195	93.9%
12/31/2011	7,430	48.9%
12/31/2012	7,520	101.2%
12/31/2013	7,078	94.1%
12/31/2014	6,667	94.2%
12/31/2015	5,188	77.8%
12/31/2016	5,141	99.1%
12/31/2017	4,784	93.1%
12/31/2018	4,631	96.8%
12/31/2019	4,851	104.8%

Plan Year	Total Contribution	Ratio to the	
End Date	Base Units		
12/31/2020	COVID Perio	od Exclusion	
12/31/2021	COVID Perio	od Exclusion	
12/31/2022	3,894	N/A	
1) Product of a	bove numbers	30.0%	(1)
(2) = (1) to the	1/10th power	88.6%	(2)
3) = geometric	average =		0.5
1 - (2)		11.4%	(3)

• All employers excluding one significant withdrawal in 2010:

	Total		
Plan Year	Contribution		
<b>End Date</b>	<b>Base Units</b>	<b>CBU Decline</b>	
12/31/2009	7,913		
12/31/2010	7,728	97.7%	
12/31/2011	7,430	96.1%	
12/31/2012	7,520	101.2%	
12/31/2013	7,078	94.1%	
12/31/2014	6,667	94.2%	
12/31/2015	5,188	77.8%	
12/31/2016	5,141	99.1%	
12/31/2017	4,784	93.1%	
12/31/2018	4,631	96.8%	
12/31/2019	4,851	104.8%	
12/31/2020	COVID Peri	od Exclusion	
12/31/2021	COVID Peri	od Exclusion	
12/31/2022	3,894	N/A	
(1) Product of al	ove numbers	61.3%	(1)
(2) = (1) to the 1	/10th power	95.2%	(2)
(3) = geometric a	average =		13 3
1 - (2)	enganera anno de la 🚾 1900	4.8%	(3)

• With withdrawn employers removed:

	Total		
Plan Year	Contribution		
<b>End Date</b>	<b>Base Units</b>	<b>CBU Decline</b>	
12/31/2009	5,091		
12/31/2010	4,607	90.5%	
12/31/2011	4,625	100.4%	
12/31/2012	4,710	101.8%	
12/31/2013	4,406	93.5%	
12/31/2014	4,358	98.9%	
12/31/2015	4,391	100.8%	
12/31/2016	4,593	104.6%	
12/31/2017	4,356	94.8%	
12/31/2018	4,319	99.2%	
12/31/2019	4,539	105.1%	
12/31/2020	COVID Peri	od Exclusion	
12/31/2021	COVID Peri	od Exclusion	
12/31/2022	3,894	N/A	
1) Product of a	bove numbers	89.2%	(1)
(2) = (1) to the		98.9%	(2)
(3) = geometric	-		` /
1 - (2)	-	1.1%	(3)

As discussed above, two-thirds of the decline in CBUs each year in the future is assumed to be the result of employer withdrawals. The new assumption better reflects anticipated Plan experience.

## SFA AMOUNT CERTIFICATION BY THE PLAN'S ACTUARY

The Trustees of the Pension and Insurance Fund of Local 1783 I.B.E.W. are applying to the Pension Benefit Guaranty Corporation (PBGC) for Special Financial Assistance (SFA) under § 4262 of ERISA. This is to certify that the requested amount of \$42,214,659 calculated as of the SFA measurement date December 31, 2022, is the amount to which the plan is entitled under § 4262 of ERISA and § 4262.4 of PBGC's SFA regulation, and to document the assumptions and methods used in the calculation of the SFA amount and the source of the data.

The census data used in determining the SFA amount is as of January 1, 2022, and was provided by the Fund Office for purpose of the actuarial valuation as of that date.

The assumptions used in determining the SFA amount are attached to this Certification.

The undersigned actuaries of First Actuarial Consulting, Inc. meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained in this certification. All the calculations were performed in accordance with our understanding of generally accepted actuarial principles and practices and this report, to our knowledge, is complete and accurate and complies with the reasonable actuarial-assumption rules.

The undersigned actuaries certify that the requested amount of SFA as indicated on Template 4 attached to this application is the amount to which the plan is entitled under § 4262 of ERISA and §4262.4 of PBGC's SFA regulation.

Dewey A. Dennis, F.C.A., M.A.A.A. Enrolled Actuary No. 23-05712

Cewry a Dumb

Victoria Jones, F.S.A., M.A.A.A. Enrolled Actuary No. 23-04371

Date: May 15, 2024

### ASSUMPTIONS TO DETERMINE SFA AMOUNT

The following assumptions were used to determine the SFA amount:

Interest Rates 5.85% per annum for non-SFA assets; 3.77% per annum for SFA assets.

Mortality Pri-2012 amount-weighted Blue Collar (Pri-2012(BC)) table projected on a fully

generational basis with scale MP-2021.

Retirement Age For the actives eligible to retire, the retirement rates are as follows:

Age	_Rate_	Age	Rate
62	25%	64	0%
63	5%	65+	100%

Inactive members are assumed to retire at age 65.

Termination Rates Termination rates per the Sarason T-6 Table. Sample percentage rates are as follows:

<u>Age</u>	Termination*
20	8.00%
25	7.80
30	7.50
35	7.00
40	6.31
45	5.52
50	4.26
55	2.41
60	1.69

<sup>\*</sup> Termination rates cease at earliest retirement age.

#### Disability Rates

No disabilities before retirement age are assumed.

#### Administrative Expenses

For all administrative expenses including PBGC premiums, \$425,000 per annum for the plan year ending December 31, 2023, increasing at 2.25% per annum thereafter. PBGC premiums are calculated as the expected number of plan participants at the beginning of the plan year times the premium rate for the year. The premium rate is \$35 for the plan year beginning January 1, 2023. For the plan years January 1, 2024, through January 1, 2030, the premium rate will increase by 2.25% per annum. The PBGC premium rate will be \$52 per participant for the January 1, 2031, plan year, and will increase 2.25% per annum thereafter. Total annual administrative expenses are limited to 15% of expected benefit payments for each projection year. Administrative expenses are paid in equal monthly installments throughout the plan year and are paid at the end of the month.

# ASSUMPTIONS TO DETERMINE SFA AMOUNT (cont'd)

Marriage 88% of participants are assumed to be married. Husbands are assumed to be six years

older than wives.

Form of Payment

Participants not in pay status are assumed to elect the normal form of payment for single participants (5-year certain and life annuity).

Active Membership Active membership is assumed to increase by 4% between the date of the census data, January 1, 2022, and January 1, 2023, to reflect the increase in actual CBUs for the currently contributing employers from the 2021 to 2022 plan year. Active membership is then assumed to decline at a rate of 3% per annum through the plan year ending December 31, 2032, and 1% per annum thereafter, consistent with the assumed decline in CBUs.

New Entrants
Profile

New entrants are assumed to be 80% male with the following age distribution:

<u>Age</u>	<u>Weighting</u>
25	45%
35	25
45	15
55	15

Contribution
Base Units
(CBUs)

All employees are assumed to work 52 weeks each year. In conjunction with the active membership assumption, CBU's are assumed to decline 3% per annum for the ten plan years through December 31, 2032, and assumed to decline 1% per annum thereafter.

Contribution Rates As negotiated prior to July 10, 2021. Weekly contribution rates are as follows, and are assumed to remain constant in the future.

	Weekly
	Contribution
Employer	Rate
Benfield Electric	\$56.26
Benfield Pro	56.26
Champion	56.70
Electronic Devices	32.47
Jt Rose (Ideal)	60.60
Kandel	40.19
Monarch	58.80
P.G. Electric	59.98
Sparkle Light	59.00
Vitolite Electric	56.25
Vitolite Electric Special	60.58
Yonkers E & S	60.58

# ASSUMPTIONS TO DETERMINE SFA AMOUNT (cont'd)

Contributions are deposited in equal monthly installments throughout the plan year and are assumed to be paid at the end of the month.

#### Withdrawal Liability Payments

One employer, RMS, is currently making quarterly payments of \$4,828 in January, April, July and October to satisfy its full withdrawal liability obligation, with the last payment due October 2041. It is assumed that withdrawal liability payments are made at the beginning of the month they are due. There is a 100% probability that all payments will be collected.

Future employer withdrawals from the plan are assumed to account for two-thirds of the decline in CBUs each year. All future withdrawals are assumed to happen at the end of the plan year, with the first withdrawal liability payment due January of the plan year following the withdrawal. Future withdrawal liability payments are estimated in the aggregate, based upon highest average CBUs for the three consecutive years out of the ten years preceding the assumed year of withdrawal. For this purpose, actual CBUs for the current employers are reflected for the plan years through the plan year ending December 31, 2022. The highest average CBUs are then multiplied by the average contribution rate in the plan year ending December 31, 2022. Withdrawal liability payments are assumed to be made quarterly each January, April, July and October. All future withdrawal liability payments are assumed to continue for 20 years. The probability that withdrawal liability payments will be collected from future employer withdrawals is 100%.

Terminated Vested Over Normal Retirement Age

Terminated vested members over normal retirement age are assumed to collect their benefit, adjusted for the delayed commencement, on the valuation date, January 1, 2022. Terminated members who have passed their required beginning date on January 1, 2022, are assumed to collect their benefit with a delayed retirement increase to their required beginning date and are assumed to collect a lump sum on the SFA measurement date equal to the missed payments through January 1, 2022. Terminated vested members over age 85 on December 31, 2022, are assumed to never collect their benefit. There were 36 terminated vested members less than age 85 but over normal retirement age on January 1, 2022, out of which nine were past their required beginning date. None of the nine members past their required beginning date started their pension by the SFA measurement date. The total missed payments included in the cashflow are \$159,745.52.

## Benefit Payments

Benefit payments are paid in equal monthly installments throughout the plan year and are paid at the beginning of the month.

#### Census Data

The census data as of the census date, January 1, 2022, reflects the results of death audits conducted by PBGC. For terminated vested participants, out of 22 matches in the death audit, 16 had reported dates of death before the census date. Out of those 16, four were determined not to match Fund records. Out of the 12 that matched Fund records, nine were known to have a spouse, and three have an unknown marital status.

# ASSUMPTIONS TO DETERMINE SFA AMOUNT (cont'd)

For the nine members where it is known that they have a surviving spouse, the benefits due to the surviving spouse are included. For two members where it is unknown whether or not they have a surviving spouse and the members are under Normal Retirement Age, the marital assumption is applied to the surviving spouse benefits. For one member where it is unknown whether or not he has a surviving spouse and the member is past Normal Retirement Age, the member and possible spouse are excluded from the cash flow.

Of the remaining six matches in the death audit, five had reported dates of death after the census date but before the measurement date, and one had a reported date of death after the measurement date. Out of these six, two were past Normal Retirement Age without a surviving spouse and are excluded from the cash flow, and one was past Normal Retirement Age with a surviving spouse and the spouse's benefit is included in the cash flow. The remaining three deaths after the census date are not reflected for purposes of the application.

For retired participants, out of the 20 matches in the death audit, one had a reported date of death prior to the census date, but was determined not to match Fund records. Twelve had a date of death after the census date but prior to the measurement date and were included in the cash flow. For active participants, there were no matches in the death audit.

All known deaths that occurred before the date of the census data used for SFA purposes are reflected for SFA calculation purposes.

# FAIR MARKET VALUE CERTIFICATION BY PLAN SPONSOR

The Trustees of the Local 1783 I.B.E.W. Pension Fund are applying to the Pension Benefit Guaranty Corporation (PBGC) for Special Financial Assistance (SFA) under section 4262 of ERISA. This is to certify that the fair market value of plan assets ("FMV") as of the SFA measurement date, December 31, 2022, is \$18,185,293.

The plan auditor provided audited financial statements as of December 31, 2022. The statement of net assets available for benefits as of December 31, 2022, as well as the statement of changes in net assets available for benefits from December 31, 2021 through December 31, 2022, are attached to this certification. The receivable withdrawal liabilities are not included in the FMV above.

Andrew Fair

Authorized Trustee

# THE PENSION AND INSURANCE FUND OF LOCAL 1783 I.B.E.W Statements of Net Assets Available for Benefits December 31, 2022 and 2021

	2022	2021
Assets:		
Investments at fair value:  Mutual funds  Multi-employer property trust	\$ 14,320,473 3,538,928	\$ 20,176,849 3,282,565
Total investments	17,859,401	23,459,414
Receivables:		
Employers' contributions	10,766	11,671
Assessed withdrawal liability	362,100	386,240
Total receivables	372,866	397,911
Cash	112,049	236,953
Prepaid expenses	219,195	187,792
Total assets	18,563,511	24,282,070
Liabilities:		
Accounts payable and accrued expenses	16,118	9,151
PPP loan	<del>_</del>	37,855
Total liabilities	16,118	47,006
Net assets available for benefits	\$ 18,547,393	\$ 24,235,064

See notes to financial statements.

# THE PENSION AND INSURANCE FUND OF LOCAL 1783 I.B.E.W Statements of Changes in Net Assets Available for Benefits For the years ended December 31, 2022 and 2021

	2022	2021
(Reductions) additions: Investment (loss) income: Net (depreciation) appreciation in fair value of investments Interest and dividends	\$ (3,294,167) 449,154	\$ 2,985,836 839,511
	(2,845,013)	3,825,347
Less: investment fees	24,000	19,332
Net investment (loss) income	(2,869,013)	3,806,015
Employer contributions Withdrawal liability income	200,093	284,746 659,819
	200,093	944,565
PPP loan forgiveness	37,855	37,857
Total (reductions) additions	(2,631,065)	4,788,437
Deductions:		
Benefits paid directly to participants Administrative expenses	2,516,106 540,500	2,362,450 411,107
Total deductions	3,056,606	2,773,557
Net (decrease) increase	(5,687,671)	2,014,880
Net assets available for benefits: Beginning of year	24,235,064	22,220,184
End of year	\$ 18,547,393	\$ 24,235,064

See notes to financial statements.

# PENALTIES OF PERJURY STATEMENT

Under penalty of perjury under the laws of the United States of America, I declare that I have examined this application, including accompanying documents, and, to the best of my knowledge and belief, the application contains all the relevant facts relating to the application, all statements of fact contained in the application are true, correct, and not misleading because of omission of any material fact; and all accompanying documents are what they purport to be.

Authorized Trustee

#### AMENDMENT TO THE LOCAL 1783 I.B.E.W. PENSION FUND

#### Background

- The Board of Trustees of the Local 1783 I.B.E.W. Pension Fund (the "Board") has applied to the Pension Benefit Guaranty Corporation ("PBGC") under section 4262 of the Employment Retirement Income Security Act of 1974, as amended ("ERISA"), and 29 C.F.R. § 4262 for special financial assistance for the Local 1783 I.B.E.W. Pension Fund (the "Plan").
- 2. 29 C.F.R. § 4262.6(e)(1) requires that the plan sponsor of a plan applying for special financial assistance amend the written instrument governing the plan to require that the plan be administered in accordance with the restrictions and conditions specified in section 4262 of ERISA and 29 C.F.R. part 4262 and that the amendment be contingent upon approval by PBGC of the plan's application for special financial assistance.
- Under Article 13.01 of the Local 1783 I.B.E.W. Pension Plan as amended and restated as of January 1, 2014 (the "Plan Document"), the Board has the power to amend the Plan Document.

#### Amendment

The Plan Document is amended by adding a new Article 15.15 to read as follows:

"Beginning with the SFA measurement date selected by the Plan in the Plan's application for special financial assistance, notwithstanding anything to the contrary in this or any other document governing the Plan, the plan shall be administered in accordance with the restrictions and conditions specified in section 4262 of ERISA and 29 CFR part 4262. This amendment is contingent upon approval by PBGC of the Plan's application for special financial assistance."

Jordan El-Hag

Trustee

Dylan Wiley

Trustee

Andrew Fair

Trustee

Matthew Rocco

Trustee

2/7/2023

Date: January 24, 2023

Dylan Wiley

Application Checklist v20230727

Instructions for Section E, Item 1 of the Instructions for Filing Requirements for Multiemployer Plans Applying for Special Financial Assistance (SFA):

The Application to PBGC for Approval of Special Financial Assistance Checklist ("Application Checklist" or "Checklist") identifies all information required to be filed with an initial or revised application. For a supplemented application, instead use "Application Checklist - Supplemented." The Application Checklist is not required for a lock-in application.

For a plan required to submit additional information described in Addendum A of the SFA Filing Instructions, also complete Checklist Items #40.a. to #49.b., and if there is a merger as described in Addendum A, also complete Checklist Items #50 through #63.

Applications (including this Application Checklist), with the exception of lock-in applications, must be submitted to PBGC electronically through PBGC's e-Filing Portal, (https://efilingportal.pbgc.gov/site/). After logging into the e-Filing Portal, go to the Multiemployer Events section and click "Create New ME Filing." Under "Select a filing type," select "Application for Financial Assistance – Special." Note: revised and supplemented applications must be submitted by selecting "Create New ME Filing."

Note: If you go to the e-Filing Portal and do not see "Application for Financial Assistance – Special" under the "Select a Filing Type," then the e-Filing Portal is temporarily closed and PBGC is not accepting applications (other than lock-in applications) at the time, unless the plan is eligible to make an emergency filing under § 4262.10(f). PBGC's website, www.pbgc.gov, will be updated when the e-Filing Portal reopens for applications. PBGC maintains information on its website at www.pbgc.gov to inform prospective applicants about the current status of the e-Filing portal, as well as to provide advance notice of when PBGC expects to open or temporarily close the e-Filing Portal.

General instructions for completing the Application Checklist:

Complete all items that are shaded:

If required information was already filed: (1) through PBGC's e-Filing Portal; or (2) through any means for an insolvent plan, a plan that has received a partition, or a plan that submitted an emergency filing, the filer may either upload the information with the application or include a statement in the Plan Comments section of the Application Checklist indicating the date on which and the submission with which the information was previously filed. For any such items previously provided, enter N/A as the **Plan Response**.

For a revised application, the filer may, but is not required to, submit an entire application. For all Application Checklist Items that were previously filed that are not being changed, the filer may include a statement in the Plan Comments section of the Application Checklist to indicate that the other information was previously provided as part of the initial application. For each, enter N/A as the **Plan Response**.

Instructions for specific columns:

Plan Response: Provide a response to each item on the Application Checklist, using only the Response Options shown for each Checklist Item.

Name(s) of Files Uploaded: Identify the full name of the file or files uploaded that are responsive to the Checklist Item. The column Upload as Document Type provides guidance on the "document type" to select when submitting documents on PBGC's e-Filing Portal.

Page Number Reference(s): For Checklist Items #22 to #29c, submit all information in a single document and identify here the relevant page numbers for each such Checklist Item.

**Plan Comments**: Use this column to provide explanations for any **Plan Response** that is N/A, to respond as may be specifically identified for Checklist Items, and to provide any optional explanatory comments.

Additional guidance is provided in the following columns:

**Upload as Document Type:** When uploading documents in PBGC's e-Filing Portal, select the appropriate Document Type for each document that is uploaded. This column provides guidance on the Document Type to select for each Checklist Item. You may upload more than one document using the same Document Type, and there may be Document Types on the e-Filing Portal for which you have no documents to upload.

**Required Filenaming (if applicable):** For certain Checklist Items, a specified format for naming the file is required.

**SFA Instructions Reference:** Identifies the applicable section and item number in PBGC's Instructions for Filing Requirements for Multiemployer Plans Applying for Special Financial Assistance.

You must select N/A if a Checklist Item # is not applicable to your application. Your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through #39 on the Application Checklist. If there has been an event as described in § 4262.4(f), complete Checklist Items #40.a. through #49.b., and if there has been a merger described in Addendum A, also complete Checklist Items #50 through #63. Your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #40.a. through #49.b. Your application will also be considered incomplete if No is entered as a Plan Response for any of Checklist Items #50 through #63 if you are required to complete Checklist Items #50 through #63.

If a Checklist Item # asks multiple questions or requests multiple items, the Plan Response should only be Yes if the plan is providing all information requested for that Checklist Item.

Note, a Yes or No response is also required for Checklist Items #a through #f.

Note, in the case of a plan applying for priority consideration, the plan's application must also be submitted to the Treasury Department. If that requirement applies to an application, PBGC will transmit the application to the Treasury Department on behalf of the plan. See IRS Notice [NOTICE] for further information.

All information and documentation, unless covered by the Privacy Act, that is included in an SFA application may be posted on PBGC's website at www.pbgc.gov or otherwise publicly disclosed, without additional notification. Except to the extent required by the Privacy Act, PBGC provides no assurance of confidentiality in any information included in an SFA application.

**Version Updates (newest version at top)** 

Version Date updated

v07272023p	07/27/2023	Updated checklist to include new Template 10 requirement and reflect changes to eligibility and death audit instructions
v20221129p	11/29/2022	Updated checklist item 11. for new death audit requirements
v20220802p	08/02/2022	Fixed some of the shading in the checklist
v20220706p	07/06/2022	

Application to PBGC for Approval of Special Financial Assistance (SFA)	
APPLICATION CHECKLIST	

Do NOT use this Application Checklist for a supplemented application. Instead use Application Checklist - Supplemented.

------Filers provide responses here for each Checklist Item:------

Unless otherwise specified:
YYYY = plan year
Plan Name = abbreviated plan name

v20230727

Your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through #39. In addition, if required to provide information due to a "certain event" (see Addendum A of the SFA Filing Instructions), your application will be considered incomplete if No is entered as a Plan Response for any Checklist Items #40.a. through #49.b. If there is a merger event described in Addendum A, your application will also be considered incomplete if No is entered as a Plan Response for any Checklist Items #50 through #63.

Local 1783 IBEW PF

13-1889643

\$42,214,659.00

Plan name:

**SFA Amount Requested:** 

EIN:

PN:

Checklist Item #	SFA Filing Instructions Reference		Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	<b>Plan Comments</b>	In the e-Filing Portal, upload as Document Type	<b>Use this Filenaming Convention</b>		
Plan Information, Checklist, and Certifications											
a.		Is this application a revised application submitted after the denial of a previously filed application for SFA?	Yes No	No	N/A	N/A		N/A	N/A		
b.		Is this application a revised application submitted after a plan has withdrawn its application for SFA that was initially submitted under the interim final rule?	Yes No	No	N/A	N/A		N/A	N/A		
c.		Is this application a revised application submitted after a plan has withdrawn its application for SFA that was submitted under the final rule?	Yes No	No	N/A	N/A		N/A	N/A		
d.		Did the plan previously file a lock-in application?	Yes No	Yes	N/A	N/A	lock-in application filed on 3/30/2023	N/A	N/A		
e.		Has this plan been terminated?	Yes No	No	N/A	N/A	If terminated, provide date of plan termination.	N/A	N/A		
f.		Is this plan a MPRA plan as defined under § 4262.4(a)(3) of PBGC's SFA regulation?	Yes No	No	N/A	N/A		N/A	N/A		
1.	Section B, Item (1)a.	Does the application include the most recent plan document or restatement of the plan document and all amendments adopted since the last restatement (if any)?	Yes No	Yes	Plan Document Local 1783 IBEW PF.pdf	N/A		Pension plan documents, all versions available, and all amendments signed and dated	N/A		
2.	Section B, Item (1)b.	Does the application include the most recent trust agreement or restatement of the trust agreement, and all amendments adopted since the last restatement (if any)?	Yes No	Yes	TrustAgreement Local 1783 IBEW PF.pdf	N/A		Pension plan documents, all versions available, and all amendments signed and dated	N/A		
3.	Section B, Item (1)c.	Does the application include the most recent IRS determination letter?  Enter N/A if the plan does not have a determination letter.	Yes No N/A	Yes	DetLetter Local 1793 IBEW PF.pdf	N/A		Pension plan documents, all versions available, and all amendments signed and dated	N/A		
4.	Section B, Item (2)	Does the application include the actuarial valuation report for the 2018 plan year and each subsequent actuarial valuation report completed before the filing date of the initial application?  Enter N/A if no actuarial valuation report was prepared because it was not required for any requested year.  Is each report provided as a separate document using the required filename convention?	Yes No N/A	Yes	2018AVR Local 1783 IBEW PF.pdf, 2019AVR Local 1783 IBEW PF.pdf, 2020AVR Local 1783 IBEW PF.pdf, 2021AVR Local 1783 IBEW PF.pdf, 2022AVR Local 1783 IBEW PF.pdf,	N/A	5 reports are provided.	Most recent actuarial valuation for the plan	YYYYAVR Plan Name		
5.a.		Does the application include the most recent rehabilitation plan (or funding improvement plan, if applicable), including all subsequent amendments and updates, and the percentage of total contributions received under each schedule of the rehabilitation plan or funding improvement plan for the most recent plan year available?	Yes No	Yes	RehabPlan Local 1783 IBEW PF.pdf	N/A		Rehabilitation plan (or funding improvement plan, if applicable)	N/A		

Application to PBGC for Approval of Special Financial Assistance (SFA)		v20230727
APPLICATION CHECKLIST	D. NOT 41'. A 1' 4' Cl 11'. 4 (	

Plan name:	Local 1783 IBEW PF
EIN:	13-1889643
PN:	001

Do NOT use this Application Checklist for a supplemented application. Instead use Application Checklist - Supplemented.

-----Filers provide responses here for each Checklist Item:-----

Unless otherwise specified:
YYYY = plan year
Plan Name = abbreviated plan name

SFA Amount Requested: \$42,214,659.00

Your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through #3

Your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through #39. In addition, if required to provide information due to a "certain event" (see Addendum A of the SFA Filing Instructions), your application will be considered incomplete if No is entered as a Plan Response for any Checklist Items #40.a. through #49.b. If there is a merger event described in Addendum A, your application will also be considered incomplete if No is entered as a Plan Response for any Checklist Items #50 through #63.

Checklist Item #	SFA Filing Instructions Reference		Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	<b>Plan Comments</b>	In the e-Filing Portal, upload as Document Type	Use this Filenaming Convention
5.b.	Section B, Item (3)	If the most recent rehabilitation plan does not include historical documentation of rehabilitation plan changes (if any) that occurred in calendar year 2020 and later, does the application include an additional document with these details?  Enter N/A if the historical document is contained in the rehabilitation plans.	Yes No N/A	N/A		N/A		Rehabilitation plan (or funding improvement plan, if applicable)	N/A
6.	Section B, Item (4)	Does the application include the plan's most recently filed (as of the filing date of the initial application) Form 5500 (Annual Return/Report of Employee Benefit Plan) and all schedules and attachments (including the audited financial statement)?	Yes No	Yes	2022Form 5500 Local 1783 IBEW PF.pdf	N/A		Latest annual return/report of employee benefit plan (Form 5500)	YYYYForm5500 Plan Name
7.a.		Is the 5500 filing provided as a single document using the required filename convention?  Does the application include the plan actuary's certification of plan status ("zone certification") for the 2018 plan year and each subsequent annual certification completed before the filing date of the initial application?  Enter N/A if the plan does not have to provide certifications for any requested plan year.  Is each zone certification (including the additional information identified in Checklist Items #7.b. and #7.c. below, if applicable) provided as a single document, separately for each plan year, using the required filename convention?	Yes No N/A	Yes	2018Zone20180303 Local 1783 IBEW PF.pdf, 2019Zone20190330 Local 1783 IBEW PF.pdf, 2020Zone20200323 Local 1783 IBEW PF.pdf, 2021Zone20210324 Local 1783 IBEW PF.pdf, 2022Zone20220321 Local 1783 IBEW PF.pdf, 2023Zone20230327 Local 1783 IBEW PF	N/A	6 zone certifications are provided.	Zone certification	YYYYZoneYYYYMMDD Plan Name, where the first "YYYY" is the applicable plan year, and "YYYYMMDD" is the date the certification was prepared.
7.b.	Section B, Item (5)	Does the application include documentation for all zone certifications that clearly identifies all assumptions used including the interest rate used for funding standard account purposes?  If such information is provided in an addendum, addendums are only required for the most recent actuarial certification of plan status completed before January 1, 2021 and each subsequent annual certification.  Is this information included in the single document in Checklist Item #7.a. for the applicable plan year?	Yes No N/A	Yes	N/A - include as part of documents in Checklist Item #7.a.	N/A		N/A - include as part of documents in Checklist Item #7.a.	N/A - included in a single document for each plan year - See Checklist Item #7.a.
7.c.		For a certification of critical and declining status, does the application include the required plan-year-by-plan-year projection (showing the items identified in Section B, Item (5)a. through (5)f. of the SFA Instructions) demonstrating the plan year that the plan is projected to become insolvent? If required, is this information included in the single document in Checklist Item #7.a. for the applicable plan year? Enter N/A if the plan entered N/A for Checklist Item #7.a. or if the application does not include a certification of critical and declining status.	Yes No N/A	Yes	N/A - include as part of documents in Checklist Item #7.a.	N/A		N/A - include as part of documents in Checklist Item #7.a.	N/A - included in a single document for each plan year - See Checklist Item #7.a.

Application to PBGC for Approval of Special Financial Assistance (SFA)
APPLICATION CHECKLIST

Plan name:	Local 1783 IBEW PF
EIN:	13-1889643
N:	001

\$42,214,659.00

**SFA Amount Requested:** 

Do NOT use this Application Checklist for a supplemented application. Instead use Application Checklist - Supplemented.

-----Filers provide responses here for each Checklist Item:-----

Unless otherwise specified:

YYYY = plan year

Plan Name = abbreviated plan name

Your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through #39. In addition, if required to provide information due to a "certain event" (see Addendum A of the SFA Filing Instructions), your application will be considered incomplete if No is entered as a Plan Response for any Checklist Items #40.a. through #49.b. If there is a merger event described in Addendum A, your application will also be considered incomplete if No is entered as a Plan Response for any Checklist Items #50 through #63.

Checklist Item #	SFA Filing Instructions Reference		Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	<b>Plan Comments</b>	In the e-Filing Portal, upload as Document Type	<b>Use this Filenaming Convention</b>
8.	Section B, Item (6)	Does the application include the most recent account statements for each of the plan's cash and investment accounts?  Insolvent plans may enter N/A, and identify in the Plan Comments that this information was previously submitted to PBGC and the date submitted.	Yes No N/A	Yes	AcctStmt Lazard Local 1783 IBEW PF.pdf, AcctStmt MEPT Local 1783 IBEW PF.pdf, AcctStmt Vanguard Local 1783 IBEW PF.pdf, AcctStmt BOA-XXXX Local 1783 IBEW PF.pdf, AcctStmt BOA-XXXX Local 1783 IBEW PF.pdf	N/A		Bank/Asset statements for all cash and investment accounts	N/A
9.	Section B, Item (7)	Does the application include the most recent plan financial statement (audited, or unaudited if audited is not available)?  Insolvent plans may enter N/A, and identify in the Plan Comments that this information was previously submitted to PBGC and the date submitted.	Yes No N/A	Yes	FinancialStmts2022 Local 1783 IBEW PF.pdf	N/A		Plan's most recent financial statement (audited, or unaudited if audited not available)	N/A
10.	Section B, Item (8)	Does the application include all of the plan's written policies and procedures governing the plan's determination, assessment, collection, settlement, and payment of withdrawal liability?  Are all such items included as a single document using the required filenaming convention?	Yes No N/A	Yes	WDL Local 1783 IBEW PF.pdf	N/A		Pension plan documents, all versions available, and all amendments signed and dated	WDL Plan Name
11.a.		Does the application include documentation of a death audit to identify deceased participants that was completed on the census data used for SFA purposes, including identification of the service provider conducting the audit, date performed, the participant counts (provided separately for current retirees and beneficiaries, current terminated vested participants not yet in pay status, and current active participants) run through the death audit, and a copy of the results of the audit provided to the plan administrator by the service provider?		Yes	Death Audit Local 1783 IBEW PF.pdf	N/A		Pension plan documents, all versions available, and all amendments signed and dated	Death Audit Plan Name
	Section B, Item (9)a.	If applicable, has personally identifiable information in this report been redacted prior to submission to PBGC?  Is this information included as a single document using the required filenaming convention?							
11.b.		If any known deaths occurred before the date of the census data used for SFA purposes, is a statement certifying these deaths were reflected for SFA calculation purposes provided?	Yes No N/A	Yes	N/A - include as part of documents in Checklist Item #11.a.	N/A		N/A	N/A - include as part of documents in Checklist Item #11.a.
11.c.	Section B, Item (9)b.	Does the application include full census data (Social Security Number and name) of all terminated vested participants that were included in the SFA projections?  Is this information provided in Excel, or in an Excel-compatible format?	Yes No N/A	Yes	Tvs Local 1783 IBEW PF	N/A		Submit the data file and the date of the census data through PBGC's secure file transfer system, Leapfile. Go to http://pbgc.leapfile.com, click on "Secure Upload" and then enter sfa@pbgc.gov as the recipient email address and upload the file(s) for secure transmission.	Include as the subject "Submission of Terminated Vested Census Data for (Plan Name)," and as the memo "(Plan Name) terminated vested census data dated (date of census data) through Leapfile for independent audit by PBGC."

Application to PBGC for Approval	of Special Financial Assistance (SFA)		v20230727
APPLICATION CHECKLIST		Do NOT use this Application Checklist for a supplemented application. Instead use Application Checklist - Supplemented.	
Plan name:	Local 1783 IBEW PF	Do NOT use this Application Checklist for a supplemented application. Instead use Application Checklist - Supplemented.	
EIN:	13-1889643		Unless otherwise specified:
PN:	001	Filers provide responses here for each Checklist Item:	YYYY = plan year
			Plan Name = abbreviated plan name

Your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through #39. In addition, if required to provide information due to a "certain event" (see Addendum A of the SFA Filing Instructions), your application will be considered incomplete if No is entered as a Plan Response for any Checklist Items #40.a. through #49.b. If there is a merger event described in Addendum A, your application will also be considered incomplete if No is entered as a Plan Response for any Checklist Items #50 through #63.

**SFA Amount Requested:** 

\$42,214,659.00

Checklist Item #	SFA Filing Instructions Reference		Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	Plan Comments	In the e-Filing Portal, upload as Document Type	Use this Filenaming Convention
12.	Section B, Item (10)	Does the application include information required to enable the plan to receive electronic transfer of funds if the SFA application is approved, including (if applicable) a notarized payment form? See SFA Instructions, Section B, Item (10).	Yes No	Yes	ACH_VendorPmtForm Local 1783 IBEW PF.pdf, BankLetter Local 1783 IBEW PF.pdf	N/A		Other	N/A
13.	Section C, Item (1)	Does the application include the plan's projection of expected benefit payments that should have been attached to the Form 5500 Schedule MB in response to line 8b(1) on the Form 5500 Schedule MB for plan years 2018 through the last year the Form 5500 was filed by the filing date of the initial application?  Enter N/A if the plan is not required to respond Yes to line 8b(1) on the Form 5500 Schedule MB. See Template 1.  Does the uploaded file use the required filenaming convention?	Yes No N/A	Yes	Template 1 Local 1783 IBEW PF.pdf	N/A		Financial assistance spreadsheet (template)	Template 1 Plan Name
14.	Section C, Item (2)	If the plan was required to enter 10,000 or more participants on line 6f of the most recently filed Form 5500 (by the filing date of the initial application), does the application include a current listing of the 15 largest contributing employers (the employers with the largest contribution amounts) and the amount of contributions paid by each employer during the most recently completed plan year before the filing date of the initial application (without regard to whether a contribution was made on account of a year other than the most recently completed plan year)? If this information is required, it is required for the 15 largest contributing employers even if the employer's contribution is less than 5% of total contributions.  Enter N/A if the plan is not required to provide this information. See Template 2.  Does the uploaded file use the required filenaming convention?		N/A		N/A		Contributing employers	Template 2 Plan Name
15.	Section C, Item (3)	Does the application include historical plan information for the 2010 plan year through the plan year immediately preceding the date the plan's initial application was filed that separately identifies: total contributions, total contribution base units (including identification of the unit used), average contribution rates, and number of active participants at the beginning of each plan year? For the same period, does the application show all other sources of non-investment income such as withdrawal liability payments collected, reciprocity contributions (if applicable), additional contributions from the rehabilitation plan (if applicable), and other identifiable sources of contributions? See Template 3.  Does the uploaded file use the required filenaming convention?	Yes No	Yes	Template 3 Local 1783 IBEW PF.pdf	N/A		Historical Plan Financial Information (CBUs, contribution rates, contribution amounts, withdrawal liability payments)	Template 3 Plan Name

Application to PBGC for Approva APPLICATION CHECKLIST	of Special Financial Assistance (SFA)		v20230727
Plan name:	Local 1783 IBEW PF	Do NOT use this Application Checklist for a supplemented application. Instead use Application Checklist - Supplemented.	
EIN:	13-1889643		Unless otherwise specifi
PN:	001	Filers provide responses here for each Checklist Item:	YYYY = plan year

YYYY = plan yearPlan Name = abbreviated plan name

Your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through #39. In addition, if required to provide information due to a "certain event" (see Addendum A of the SFA Filing Instructions), your application will be considered incomplete if No is entered as a Plan Response for any Checklist Items #40.a. through #49.b. If there is a merger event described in Addendum A, your application will also be considered incomplete if No is entered as a Plan Response for any Checklist Items #50 through #63.

**SFA Amount Requested:** 

\$42,214,659.00

Explain all N/A responses. Provide comments where noted. Also add any other optional explanatory comments.

----Filers provide responses here for each Checklist Item:-----

Checklist Item #	SFA Filing Instructions Reference		Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	<b>Plan Comments</b>	In the e-Filing Portal, upload as Document Type	<b>Use this Filenaming Convention</b>
16.a.	Section C, Items (4)a., (4)e., and (4)f.	Does the application include the information used to determine the amount of SFA for the plan <u>using</u> the basic method described in § 4262.4(a)(1) based on a deterministic projection and using the actuarial assumptions as described in § 4262.4(e)?  See Template 4A, 4A-4 SFA Details .4(a)(1) sheet and Section C, Item (4) of the SFA Filing Instructions for more details on these requirements.  Does the uploaded file use the required filenaming convention?	Yes No	Yes	Template 4A Local 1783 IBEW PF.pdf	N/A		Projections for special financial assistance (estimated income, benefit payments and expenses)	Template 4A Plan Name
16.b.i.		If the plan is a MPRA plan, does the application also include the information used to determine the amount of SFA for the plan using the increasing assets method described in § 4262.4(a)(2)(i) based on a deterministic projection and using the actuarial assumptions as described in § 4262.4(e)? See Template 4A, 4A-5 SFA Details .4(a)(2)(i) sheet and Addendum D for more details on these requirements.  Enter N/A if the plan is not a MPRA Plan.	Yes No N/A	N/A	N/A - included as part of Template 4A Plan Name	N/A		N/A	N/A - included in Template 4A Plan Name
16.b.ii.	A.	If the plan is a MPRA plan for which the requested amount of SFA is determined using the increasing assets method described in § 4262.4(a)(2)(i), does the application also explicitly identify the projected SFA exhaustion year based on the increasing assets method? See Template 4A, 4A-5 SFA Details .4(a)(2)(i) sheet and Addendum D.  Enter N/A if the plan is not a MPRA Plan or if the requested amount of SFA is determined based on the present value method.	Yes No N/A	N/A	N/A - included as part of Template 4A Plan Name	N/A		N/A	N/A - included in Template 4A Plan Name
16.b.iii.	B Addendum D	If the plan is a MPRA plan for which the requested amount of SFA is determined using the <u>present value method</u> described in § 4262.4(a)(2)(ii), does the application also include the information for such plans as shown in Template 4B, including <i>4B-1 SFA Ben Pmts</i> sheet, <i>4B-2 SFA Details</i> $4(a)(2)(ii)$ sheet, and <i>4B-3 SFA Exhaustion</i> sheet? See Addendum D and Template 4B.  Enter N/A if the plan is not a MPRA Plan or if the requested amount of SFA is determined based on the increasing assets method.	Yes No N/A	N/A		N/A		N/A	Template 4B Plan Name
16.c.	Section C, Items (4)b. and (4)c.	Does the application include identification of the non-SFA interest rate and the SFA interest rate, including details on how each was determined? See Template 4A, 4A-1 Interest Rates sheet.	Yes No	Yes	N/A - included as part of Template 4A Plan Name	N/A		N/A	N/A - included in Template 4A Plan Name

Application to PBGC for Approval APPLICATION CHECKLIST	of Special Financial Assistance (SFA)		v20230727
Plan name:	Local 1783 IBEW PF	Do NOT use this Application Checklist for a supplemented application. Instead use Application Checklist - Supplemented.	
EIN:	13-1889643		Unless otherwise specified:
PN:	001	Filers provide responses here for each Checklist Item:	YYYY = plan year
			Plan Name = abbreviated plan name
SFA Amount Requested:	\$42,214,659.00		

Your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through #39. In addition, if required to provide information due to a "certain event" (see Addendum A of the SFA Filing Instructions), your application will be considered incomplete if No is entered as a Plan Response for any Checklist Items #40.a. through #49.b. If there is a merger event described in Addendum A, your application will also be considered incomplete if No is entered as a Plan Response for any Checklist Items #50 through #63.

Checklist Item #	SFA Filing Instructions Reference		Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	<b>Plan Comments</b>	In the e-Filing Portal, upload as Document Type	Use this Filenaming Convention
16.d.		For each year in the SFA coverage period, does the application include the projected benefit payments (excluding make-up payments, if applicable), separately for current retirees and beneficiaries, current terminated vested participants not yet in pay status, current active participants, and new entrants? See Template 4A, 4A-2 SFA Ben Pmts sheet.	Yes No	Yes	N/A - included as part of Template 4A Plan Name	N/A		N/A	N/A - included in Template 4A Plan Name
16.e.	and (4)e.v.	For each year in the SFA coverage period, does the application include a breakdown of the administrative expenses between PBGC premiums and all other administrative expenses? Does the application include the projected total number of participants at the beginning of each plan year in the SFA coverage period? See Template 4A, 4A-3 SFA Pcount and Admin Exp sheet.	Yes No	Yes	N/A - included as part of Template 4A Plan Name	N/A		N/A	N/A - included in Template 4A Plan Name
17.a.		For a plan that is not a MPRA plan, does the application include a separate deterministic projection ("Baseline") in the same format as Checklist Items #16.a., #16.d., and #16.e. that shows the amount of SFA that would be determined using the <a href="basic method">basic method</a> if the assumptions/methods used are the same as those used in the most recent actuarial certification of plan status completed before January 1, 2021 ("pre-2021 certification of plan status") excluding the plan's non-SFA interest rate and SFA interest rate, which should be the same as in Checklist Item #16.a.? See Section C, Item (5) of the SFA Filing Instructions for other potential exclusions from this requirement.  If (a) the plan is a MPRA plan, or if (b) this item is not required for a plan that is not a MPRA plan, enter N/A. If entering N/A due to (b), add information in the Plan Comments to explain why this item is not required.  Does the uploaded file use the required filenaming convention?	Yes No N/A	Yes	Template 5A Local 1783 IBEW PF.pdf	N/A		Projections for special financial assistance (estimated income, benefit payments and expenses)	Template 5A Plan Name
17.b.		For a MPRA plan for which the requested amount of SFA is determined using the <u>increasing assets method</u> , does the application include a separate deterministic projection ("Baseline") in the same format as Checklist Items #16.b.i., #16.d., and #16.e. that shows the amount of SFA that would be determined using the <u>increasing assets method</u> if the assumptions/methods used are the same as those used in the most recent actuarial certification of plan status completed before January 1, 2021 ("pre-2021 certification of plan status") excluding the plan's non-SFA interest rate and SFA interest rate, which should be the same as used in Checklist Item #16.b.i.? See Section C, Item (5) of the SFA Filing Instructions for other potential exclusions from this requirement. Also see Addendum D.  If the plan is (a) not a MPRA plan, (b) a MPRA plan using the present value method, or (c) is otherwise not required to provide this item, enter N/A. If entering N/A due to (c), add information in the Plan Comments to explain why this item is not required.  Does the uploaded file use the required filenaming convention?	Yes No N/A	N/A		N/A		Projections for special financial assistance (estimated income, benefit payments and expenses)	Template 5A Plan Name

Application to PBGC for Approv	al of Special Financial Assistance (SFA)		v20230727
APPLICATION CHECKLIST		Do NOT was this Application Charlett for a symplement of application. Instead was Application Charlett Cymplement of	
Plan name:	Local 1783 IBEW PF	Do NOT use this Application Checklist for a supplemented application. Instead use Application Checklist - Supplemented.	
EIN:	13-1889643		Unless otherwise spe
PN:	001	Filers provide responses here for each Checklist Item:	YYYY = plan year

Your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through #39. In addition, if required to provide information due to a "certain event" (see Addendum A of the SFA Filing Instructions), your application will be considered incomplete if No is entered as a Plan Response for any Checklist Items #40.a. through #49.b. If there is a merger event described in Addendum A, your application will also be considered incomplete if No is entered as a Plan Response for any Checklist Items #50 through #63.

**SFA Amount Requested:** 

\$42,214,659.00

Checklist Item #	SFA Filing Instructions Reference	3	Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	<b>Plan Comments</b>	In the e-Filing Portal, upload as Document Type	<b>Use this Filenaming Convention</b>
17.c.	Addendum D Section C, Item (5)	For a MPRA plan for which the requested amount of SFA is determined using the <a href="mailto:present value">present value</a> method, does the application include a separate deterministic projection ("Baseline") in the same format as Checklist Item #16.b.iii. that shows the amount of SFA that would be determined using the <a href="present value method">present value method</a> if the assumptions used/methods are the same as those used in the most recent actuarial certification of plan status completed before January 1, 2021 ("pre-2021 certification of plan status") excluding the plan's SFA interest rate which should be the same as used in Checklist Item #16.b.iii. See Section C, Item (5) of the SFA Filing Instructions for other potential exclusions from this requirement. Also see Addendum D.  If the plan is (a) not a MPRA plan, (b) a MPRA plan using the increasing assets method, or (c) is otherwise not required to provide this item, enter N/A. If entering N/A due to (c), add information in the Plan Comments to explain why this item is not required.  Has this document been uploaded using the required filenaming convention?	Yes No N/A	N/A		N/A		Projections for special financial assistance (estimated income, benefit payments and expenses)	Template 5B Plan Name
18.a.	Section C, Item (6)	For a plan that is not a MPRA plan, does the application include a reconciliation of the change in the total amount of requested SFA due to each change in assumption/method from the Baseline to the requested SFA amount? Does the application include a deterministic projection and other information for each assumption/method change, in the same format as Checklist Item #16.a? Enter N/A if the plan is not required to provide Baseline information in Checklist Item #17.a. Enter N/A if the requested SFA amount in Checklist Item #16.a. is the same as the amount shown in the Baseline details of Checklist Item #17.a. See Section C, Item (6) of the SFA Filing Instructions for other potential exclusions from this requirement.  If the plan is a MPRA plan, enter N/A. If the plan is otherwise not required to provide this item, enter N/A and provide an explanation in the Plan Comments.  Does the uploaded file use the required filenaming convention?	Yes No N/A	Yes	Template 6A Local 1783 IBEW PF.pdf	N/A		Projections for special financial assistance (estimated income, benefit payments and expenses)	Template 6A Plan Name

Application to PBGC for Approval of APPLICATION CHECKLIST	f Special Financial Assistance (SFA)	Do NOT was this Application Charlist for a symplemental application. Instead was Application Charlist. Symplemental	v20230727
Plan name:	Local 1783 IBEW PF	Do NOT use this Application Checklist for a supplemented application. Instead use Application Checklist - Supplemented.	
EIN:	13-1889643		Unless oth

Unless otherwise specified:

YYYY = plan year

Plan Name = abbreviated plan name

SFA Amount Requested: \$42,214,659.00

Your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through #39. In addition, if required to provide information due to a "certain event" (see Addendum A of the SFA Filing Instructions), your application will be considered incomplete if No is entered as a Plan Response for any Checklist Items #40.a. through #49.b. If there is a merger event described in Addendum A, your application will also be considered incomplete if No is entered as a Plan Response for any Checklist Items #50 through #63.

PN:

Explain all N/A responses. Provide comments where noted. Also add any other optional explanatory comments.

----Filers provide responses here for each Checklist Item:-----

Checklist Item #	SFA Filing Instructions Reference		Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	<b>Plan Comments</b>	In the e-Filing Portal, upload as Document Type	<b>Use this Filenaming Convention</b>
18.b.	Addendum D Section C, Item (6)	For a MPRA plan for which the requested amount of SFA is based on the increasing assets method, does the application include a reconciliation of the change in the total amount of requested SFA using the increasing assets method due to each change in assumption/method from the Baseline to the requested SFA amount? Does the application include a deterministic projection and other information for each assumption/method change, in the same format as Checklist Item #16.b.i.?  Enter N/A if the plan is not required to provide Baseline information in Checklist Item #17.b. Enter N/A if the requested SFA amount in Checklist Item #16.b.i. is the same as the amount shown in the Baseline details of Checklist Item #17.b. See Addendum D. See Section C, Item (6) of the SFA Filing Instructions for other potential exclusions from this requirement, and enter N/A if this item is not otherwise required.  If the plan is (a) not a MPRA plan, (b) a MPRA plan using the present value method, or (c) is otherwise not required to provide this item, enter N/A. If entering N/A due to (c), add information in the Plan Comments to explain why this item is not required.  Does the uploaded file use the required filenaming convention?	Yes No N/A	N/A		N/A		Projections for special financial assistance (estimated income, benefit payments and expenses)	Template 6A Plan Name
18.c.		For a MPRA plan for which the requested amount of SFA is based on the present value method, does the application include a reconciliation of the change in the total amount of requested SFA using the present value method due to each change in assumption/method from Baseline to the requested SFA amount? Does the application include a deterministic projection and other information for each assumption/method change, in the same format as Checklist Item #16.b.iii.?  See Section C, Item (6) of the SFA Filing Instructions for other potential exclusions from this requirement. Also see Addendum D.  If the plan is (a) not a MPRA plan, (b) a MPRA plan using the increasing assets method, or (c) is otherwise not required to provide this item, enter N/A. If entering N/A due to (c), add information in the Plan Comments to explain why this item is not required.  Has this document been uploaded using the required filenaming convention?	Yes No N/A	N/A		N/A		Projections for special financial assistance (estimated income, benefit payments and expenses)	Template 6B Plan Name

	val of Special Financial Assistance (SFA)		v20230727
PPLICATION CHECKLIST		Do NOT use this Application Checklist for a supplemented application. Instead use Application Checklist - Supplemented.	
lan name:	Local 1783 IBEW PF	Bo Not use this Application electrist for a supplemented application. Instead use Application electrist - Supplemented.	
IN:	13-1889643		Unless otherwise specified:
N:	001	Filers provide responses here for each Checklist Item:	YYYY = plan year
			Plan Name = abbreviated plan na
FA Amount Requested:	\$42,214,659.00		
Your application w	ill be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 throug	gh #39. In addition, if required to provide information due to a "certain" Explain all N/A responses. Provide comments	
event'' (see Addend	um A of the SFA Filing Instructions), your application will be considered incomplete if No is entered	d as a Plan Response for any Checklist Items #40.a. through #49.b. If there where noted. Also add any other optional	

event" (see Addendum A of the SFA Filing Instructions), your application will be considered incomplete if No is entered as a Plan Response for any Checklist Items #40.a. through #49.b. If there is a merger event described in Addendum A, your application will also be considered incomplete if No is entered as a Plan Response for any Checklist Items #50 through #63.

noted. Also add any other optic explanatory comments.

Checklist SFA Filing Instruct Item # Reference	ions	Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	<b>Plan Comments</b>	In the e-Filing Portal, upload as Document Type	Use this Filenaming Convention
19.a. Section C, Item (7	a. For plans eligible for SFA under § 4262.3(a)(1) or § 4262.3(a)(3), does the application include a table identifying which assumptions/methods used in determining the plan's eligibility for SFA differ from those used in the pre-2021 certification of plan status, and does that table include brief explanations as to why using those assumptions/methods is no longer reasonable and why the changed assumptions/methods are reasonable (an abbreviated version of information provided in Checklist Item #28.a.)?  Enter N/A if the plan is eligible for SFA under § 4262.3(a)(2) or § 4262.3(a)(4) or if the plan is eligible based on a certification of plan status completed before 1/1/2021. Also enter N/A if the plan is eligible based on a certification of plan status completed after 12/31/2020 but that reflects the same assumptions as those in the pre-2021 certification of plan status. See Template 7, 7a Assump Changes for Elig sheet.  Does the uploaded file include both Checklist Items #19.a. and #19.b., and does it use the required filenaming convention?	Yes No N/A	N/A		N/A		Financial assistance spreadsheet (template)	Template 7 Plan Name.
19.b. Section C, Item (7	b. Does the application include a table identifying which assumptions/methods used to determine the requested SFA differ from those used in the pre-2021 certification of plan status (except the interest rates used to determine SFA)? Does this item include brief explanations as to why using those original assumptions/methods is no longer reasonable and why the changed assumptions/methods are reasonable? If a changed assumption is an extension of the CBU assumption or the administrative expenses assumption as described in Paragraph A "Adoption of assumptions not previously factored into pre-2021 certification of plan status" of Section III, Acceptable Assumption Changes of PBGC's SFA assumptions guidance, does the application state so? This should be an abbreviated version of information provided in Checklist Item #28.b. See Template 7, 7b Assump Changes for Amount sheet.  Does the uploaded file include both Checklist Items #19.a. and #19.b., and does it use the required filenaming convention?	Yes No	Yes	Template 7 Local 1783 IBEW PF.pdf	N/A		Financial assistance spreadsheet (template)	Template 7 Plan Name
20.a.  Section C. Item (	Does the application include details of the projected contributions and withdrawal liability payments used to calculate the requested SFA amount, including total contributions, contribution base units (including identification of base unit used), average contribution rate(s), reciprocity contributions (if applicable), additional contributions from the rehabilitation plan (if applicable), and any other identifiable contribution streams? See Template 8.	Yes No	Yes	Template 8 Local 1783 IBEW PF.pdf	N/A		Projections for special financial assistance (estimated income, benefit payments and expenses)	Template 8 Plan Name

application to PBGC for Approval	of Special Financial Assistance (SFA)		v20230727
APPLICATION CHECKLIST		De NOT and this Application Charlet for a separate department of a placetion. Instead are Application Charlet at Complement of	
	1 1500 IDENTIFE	Do NOT use this Application Checklist for a supplemented application. Instead use Application Checklist - Supplemented.	

 Plan name:
 Local 1783 IBEW PF

 EIN:
 13-1889643

 PN:
 001

\$42,214,659.00

SFA Amount Requested:

------Filers provide responses here for each Checklist Item:-----

Unless otherwise specified:

YYYY = plan year

Plan Name = abbreviated plan name

Your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through #39. In addition, if required to provide information due to a "certain event" (see Addendum A of the SFA Filing Instructions), your application will be considered incomplete if No is entered as a Plan Response for any Checklist Items #40.a. through #49.b. If there is a merger event described in Addendum A, your application will also be considered incomplete if No is entered as a Plan Response for any Checklist Items #50 through #63.

Checklist Item #	SFA Filing Instructions Reference		Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	Plan Comments	In the e-Filing Portal, upload as Document Type	<b>Use this Filenaming Convention</b>
20.b.	Section C, Item (0)	Does the application separately show the amounts of projected withdrawal liability payments for employers that are currently withdrawn as of the date the initial application is filed, and assumed future withdrawals? Does the application also provide the projected number of active participants at the beginning of each plan year? See Template 8.	Yes No	Yes	N/A - include as part of Checklist Item #20.a.	N/A		N/A	N/A - included in Template 8 Plan Name
21.	Section C, Item (10)	Does the application provide a table identifying and describing all assumptions and methods used in i) the pre-2021 certification of plan status, ii) the "Baseline" projection in Section C Item (5), and iii) the determination of the amount of SFA in Section C Item (4)?  Does the table state if each changed assumption falls under Section III, Acceptable Assumption Changes, or Section IV, Generally Accepted Assumption Changes, in PBGC's SFA assumptions guidance, or if it should be considered an "Other Change"?  Does the uploaded file use the required filenaming convention?	Yes No	Yes	Template 10 Local 1783 IBEW PF.pdf	N/A		Financial assistance spreadsheet (template)	Template 10 Plan Name
22.	Section D	Was the application signed and dated by an authorized trustee who is a current member of the board of trustees or another authorized representative of the plan sponsor and include the printed name and title of the signer?	Yes No	Yes	SFA App Local 1783 IBEW PF.pdf	pages 1-2	Identify here the name of the single document that includes all information requested in Section D of the SFA Filing Instructions (Checklist Items #22 through #29.c.).	Financial Assistance Application	SFA App Plan Name
23.a.		For a plan that is not a MPRA plan, does the application include an optional cover letter?  Enter N/A if the plan is a MPRA plan, or if the plan is not a MPRA plan and did not include an optional cover letter.	Yes N/A	Yes	N/A - included as part of SFA App Plan Name	pages 1-2	For each Checklist Item #22 through #29.c., identify the relevant page number(s) within the single document.	N/A	N/A - included as part of SFA App Plan Name
23.b.	Section D, Item (1)	For a plan that is a MPRA plan, does the application include a cover letter? Does the cover letter identify the calculation method (basic method, increasing assets method, or present value method) that provides the greatest amount of SFA? For a MPRA plan with a partition, does the cover letter include a statement that the plan has been partitioned under section 4233 of ERISA?  Enter N/A if the plan is not a MPRA plan.	Yes No N/A	N/A	N/A - included as part of SFA App Plan Name			N/A	N/A - included as part of SFA App Plan Name
24.	Section D, Item (2)	Does the application include the name, address, email, and telephone number of the plan sponsor, plan sponsor's authorized representative, and any other authorized representatives?	Yes No	Yes	N/A - included as part of SFA App Plan Name	pages 1-2		N/A	N/A - included as part of SFA App Plan Name
25.	Section D, Item (3)	Does the application identify the eligibility criteria in § 4262.3 that qualifies the plan as eligible to receive SFA, and include the requested information for each item that is applicable, as described in Section D, Item (3) of the SFA Filing Instructions?	Yes No	Yes	N/A - included as part of SFA App Plan Name	page 2	Critical and Declining status for plan years beginning in 2020, 2021 and 2022	N/A	N/A - included as part of SFA App Plan Name

pplication to PBGC for Appro PPLICATION CHECKLIST	val of Special Financial Assistance (SFA)		v20230727
lan name:	Local 1783 IBEW PF	Do NOT use this Application Checklist for a supplemented application. Instead use Application Checklist - Supplemented.	
IN:	13-1889643		Unless otherwise specified:
N:	001	Filers provide responses here for each Checklist Item:	YYYY = plan year
			Plan Name = abbreviated plan name
FA Amount Requested:	\$42,214,659.00		•

Your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through #39. In addition, if required to provide information due to a "certain event" (see Addendum A of the SFA Filing Instructions), your application will be considered incomplete if No is entered as a Plan Response for any Checklist Items #40.a. through #49.b. If there is a merger event described in Addendum A, your application will also be considered incomplete if No is entered as a Plan Response for any Checklist Items #50 through #63.

Checklist Item #	SFA Filing Instructions Reference		Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	Plan Comments	In the e-Filing Portal, upload as Document Type	Use this Filenaming Convention
26.a.		If the plan's application is submitted on or before March 11, 2023, does the application identify the plan's priority group (see § 4262.10(d)(2))?	Yes No N/A	N/A	N/A - included as part of SFA App Plan Name		Briefly identify here the priority group, if applicable.	N/A	N/A - included as part of SFA App Plan Name
		Enter N/A if the plan's application is submitted after March 11, 2023.							
26.b.	Section D, Item (4)	If the plan is submitting an emergency application under § 4262.10(f), is the application identified as an emergency application with the applicable emergency criteria identified?  Enter N/A if the plan is not submitting an emergency application.	Yes No N/A	N/A	N/A - included as part of SFA App Plan Name		Briefly identify the emergency criteria, if applicable.	N/A	N/A - included as part of SFA App Plan Name
27.	Section D, Item (5)	Does the application include a detailed narrative description of the development of the assumed future contributions and assumed future withdrawal liability payments used in the basic method (and in the increasing assets method for a MPRA plan)?	Yes No	Yes	N/A - included as part of SFA App Plan Name	pages 3-4		N/A	N/A - included as part of SFA App Plan Name
28.a.	Section D, Item (6)a.	For plans eligible for SFA under § 4262.3(a)(1) or § 4262.3(a)(3), does the application identify which assumptions/methods (if any) used in showing the plan's eligibility for SFA differ from those used in the most recent certification of plan status completed before 1/1/2021? If there are any assumption/method changes, does the application include detailed explanations and supporting rationale and information as to why using the identified assumptions/methods is no longer reasonable and why the changed assumptions/methods are reasonable?  Enter N/A if the plan is not eligible under § 4262.3(a)(1) or § 4262.3(a)(3). Enter N/A if there are no such assumption changes.	Yes No N/A	N/A	N/A - included as part of SFA App Plan Name			N/A	N/A - included as part of SFA App Plan Name
28.b.	Section D, Item (6)b.	Does the application identify which assumptions/methods (if any) used to determine the requested SFA amount differ from those used in the most recent certification of plan status completed before 1/1/2021 (excluding the plan's non-SFA and SFA interest rates, which must be the same as the interest rates required by § 4262.4(e)(1) and (2))? If there are any assumption/method changes, does the application include detailed explanations and supporting rationale and information as to why using the identified original assumptions/methods is no longer reasonable and why the changed assumptions/methods are reasonable? Does the application state if the changed assumption is an extension of the CBU assumption or the administrative expenses assumption as described in Paragraph A "Adoption of assumptions not previously factored into pre-2021 certification of plan status" of Section III, Acceptable Assumption Changes of PBGC's SFA Assumptions?	Yes No	Yes	N/A - included as part of SFA App Plan Name	pages 5-12		N/A	N/A - included as part of SFA App Plan Name

	of Special Financial Assistance (SFA)		v20230727
APPLICATION CHECKLIST		Do NOT use this Application Checklist for a supplemented application. Instead use Application Checklist - Supplemented.	
Plan name:	Local 1783 IBEW PF	Do NOT use this Application electrist for a supplemented application. Histead use Application electrist - Supplemented.	
EIN:	13-1889643		Unless otherwise specified:
PN:	001	Filers provide responses here for each Checklist Item:	YYYY = plan year
			Plan Name = abbreviated plan name
SFA Amount Requested:	\$42,214,659.00		

Your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through #39. In addition, if required to provide information due to a "certain event" (see Addendum A of the SFA Filing Instructions), your application will be considered incomplete if No is entered as a Plan Response for any Checklist Items #40.a. through #49.b. If there is a merger event described in Addendum A, your application will also be considered incomplete if No is entered as a Plan Response for any Checklist Items #50 through #63.

Checklist Item #	SFA Filing Instructions Reference		Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	<b>Plan Comments</b>	In the e-Filing Portal, upload as Document Type	<b>Use this Filenaming Convention</b>
28.c.		If the mortality assumption uses a plan-specific mortality table or a plan-specific adjustment to a standard mortality table (regardless of if the mortality assumption is changed or unchanged from that used in the most recent certification of plan status completed before 1/1/2021), is supporting information provided that documents the methodology used and the rationale for selection of the methodology used to develop the plan-specific rates, as well as detailed information showing the determination of plan credibility and plan experience?  Enter N/A is the mortality assumption does not use a plan-specific mortality table or a plan-specific adjustment to a standard mortality table for eligibility or for determining the SFA amount.	Yes No N/A	N/A	N/A - included as part of SFA App Plan Name			N/A	N/A - included as part of SFA App Plan Name
29.a.		Does the application include, for an eligible plan that implemented a suspension of benefits under section 305(e)(9) or section 4245(a) of ERISA, a narrative description of how the plan will reinstate the benefits that were previously suspended and a proposed schedule of payments (equal to the amount of benefits previously suspended) to participants and beneficiaries?  Enter N/A for a plan that has not implemented a suspension of benefits.	Yes No N/A	N/A	N/A - included as part of SFA App Plan Name			N/A	N/A - included as part of SFA App Plan Name
29.b.		If Yes was entered for Checklist Item #29.a., does the proposed schedule show the yearly aggregate amount and timing of such payments, and is it prepared assuming the effective date for reinstatement is the day after the SFA measurement date?  Enter N/A for a plan that entered N/A for Checklist Item #29.a.	Yes No N/A	N/A	N/A - included as part of SFA App Plan Name			N/A	N/A - included as part of SFA App Plan Name
29.c.		If the plan restored benefits under 26 CFR 1.432(e)(9)-1(e)(3) before the SFA measurement date, does the proposed schedule reflect the amount and timing of payments of restored benefits and the effect of the restoration on the benefits remaining to be reinstated?  Enter N/A for a plan that did not restore benefits under 26 CFR 1.432(e)(9)-1(e)(3) before the SFA measurement date. Also enter N/A for a plan that entered N/A for Checklist Items #29.a. and #29.b.	Yes No N/A	N/A	N/A - included as part of SFA App Plan Name			N/A	N/A - included as part of SFA App Plan Name
30.a.		Does the application include a fully completed Application Checklist, including the required information at the top of the Application Checklist (plan name, employer identification number (EIN), 3-digit plan number (PN), and SFA amount requested)?	Yes No	Yes	App Checklist Local 1783 IBEW PF.pdf	N/A		Special Financial Assistance Checklist	App Checklist Plan Name

Application to PBGC for Approval of	of Special Financial Assistance (SFA)		v20230727
APPLICATION CHECKLIST		Do NOT use this Application Checklist for a supplemented application. Instead use Application Checklist. Supplemented	
Plan name:	Local 1783 IBEW PF	Do NOT use this Application Checklist for a supplemented application. Instead use Application Checklist - Supplemented.	
EIN:	13-1889643		Unless otherwise specified:
PN:	001	Filers provide responses here for each Checklist Item:	YYYY = plan year
			Plan Name = abbreviated plan name
SFA Amount Requested:	\$42,214,659.00		

Your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through #39. In addition, if required to provide information due to a "certain event" (see Addendum A of the SFA Filing Instructions), your application will be considered incomplete if No is entered as a Plan Response for any Checklist Items #40.a. through #49.b. If there is a merger event described in Addendum A, your application will also be considered incomplete if No is entered as a Plan Response for any Checklist Items #50 through #63.

Checklist SFA Item #	Filing Instructions Reference		Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	Plan Comments	In the e-Filing Portal, upload as Document Type	<b>Use this Filenaming Convention</b>
	ection E, Item (1) - Addendum A	If the plan is required to provide information required by Addendum A of the SFA Filing Instructions (for "certain events"), are the additional Checklist Items #40.a. through #49.b. completed?  Enter N/A if the plan is not required to submit the additional information described in Addendum A.	Yes No N/A	N/A	N/A	N/A		Special Financial Assistance Checklist	N/A
31. Se		If the plan claims SFA eligibility under § 4262.3(a)(1) of PBGC's SFA regulation based on a certification by the plan's enrolled actuary of plan status for SFA eligibility purposes completed on or after January 1, 2021, does the application include: (i) plan actuary's certification of plan status for SFA eligibility purposes for the specified year (and, if applicable, for each plan year after the plan year for which the pre-2021 zone certification was prepared and for the plan year immediately prior to the specified year)? (ii) for each certification in (i) above, does the application include all details and additional information described in Section B, Item (5) of the SFA Filing Instructions, including clear documentation of all assumptions, methods and census data used? (iii) for each certification in (i) above, does the application identify all assumptions and methods that are different from those used in the pre-2021 zone certification?  Does the certification by the plan's enrolled actuary include clear indication of all assumptions and methods used including source of and date of participant data, measurement date, and a statement that the actuary is qualified to render the actuarial opinion?  If the plan does not claim SFA eligibility under § 4262.3(a)(1) or claims SFA eligibility under § 4262.3(a)(1) using a zone certification completed before January 1, 2021, enter N/A.  Is the information for this Checklist Item #31 contained in a single document and uploaded using the required filenaming convention?	Yes No N/A	N/A		N/A		Financial Assistance Application	SFA Elig Cert CD Plan Name

	to PBGC for Approval	l of Special Financial Assistance (SFA)							v20230727
Plan name:		Local 1783 IBEW PF			Do NOT use this Application Checklist for	r a supplemented a	application. Instead use Application Checkle	st - Supplemented.	
EIN:		13-1889643							Unless otherwise specified:
PN:		001			Filers provide responses here for e	each Checklist Item	1:		YYYY = plan year
									Plan Name = abbreviated plan name
SFA Amou	nt Requested:	\$42,214,659.00	1 //20 T 11/4	• • • • • • • • • • • • • • • • • • • •			Explain all N/A responses. Provide comments		
	event'' (see Addendum	be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through A of the SFA Filing Instructions), your application will be considered incomplete if No is entered aribed in Addendum A, your application will also be considered incomplete if No is entered as a Planck of the SFA Filing Instructions), your application will also be considered incomplete if No is entered as a Planck of the SFA Filing Instructions), your application will also be considered incomplete if No is entered as a Planck of the SFA Filing Instructions).	l as a Plan Resp	onse for any Che	ecklist Items #40.a. through #49.b. If there				
Checklist Item #	SFA Filing Instruction Reference	ns	Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	Plan Comments	In the e-Filing Portal, upload as Document Type	Use this Filenaming Convention
32.a.	Section E, Item (3)	If the plan claims SFA eligibility under § 4262.3(a)(3) of PBGC's SFA regulation based on a certification by the plan's enrolled actuary of plan status for SFA eligibility purposes completed on or after January 1, 2021, does the application include:  (i) plan actuary's certification of plan status for SFA eligibility purposes for the specified year (and, if applicable, for each plan year after the plan year for which the pre-2021 zone certification was prepared and for the plan year immediately prior to the specified year)?  (ii) for each certification in (i) above, does the application include all details and additional information described in Section B, Item (5) of the SFA Filing Instructions, including clear documentation of all assumptions, methods and census data used?  (iii) for each certification in (i) above, does the application identify all assumptions and methods that are different from those used in the pre-2021 zone certification?  Does the certification by the plan's enrolled actuary include clear indication of all assumptions and methods used including source of and date of participant data, measurement date, and a statement that the actuary is qualified to render the actuarial opinion?  If the plan does not claim SFA eligibility under § 4262.3(a)(3) or claims SFA eligibility under § 4262.3(a)(3) using a zone certification completed before January 1, 2021, enter N/A.  Is the information for Checklist Items #32.a. and #32.b. contained in a single document and uploaded using the required filenaming convention?		N/A		N/A		Financial Assistance Application	SFA Elig Cert C Plan Name
32.b.	Section E, Item (3)	If the plan claims SFA eligibility under § 4262.3(a)(3) of PBGC's SFA regulation, does the application include a certification from the plan's enrolled actuary that the plan qualifies for SFA based on the applicable certification of plan status for SFA eligibility purposes for the specified year, and by meeting the other requirements of § 4262.3(c) of PBGC's SFA regulation. Does the provided certification include:  (i) identification of the specified year for each component of eligibility (certification of plan status for SFA eligibility purposes, modified funding percentage, and participant ratio)  (ii) derivation of the modified funded percentage  (iii) derivation of the participant ratio  Does the certification identify what test(s) under section 305(b)(2) of ERISA is met for the specified year listed above?  Does the certification identify all assumptions and methods (including supporting rationale, and where applicable, reliance on the plan sponsor) used to develop the withdrawal liability receivable that is utilized in the calculation of the modified funded percentage?		N/A	N/A - included with SFA Elig Cert C Plan Name	N/A		Financial Assistance Application	N/A - included in SFA Elig Cert C Plan Name

Enter N/A if the plan does not claim SFA eligibility under §4262.3(a)(3).

		of Special Financial Assistance (SFA)							v20230727
lan name:	TION CHECKLIST	Local 1783 IBEW PF			Do NOT use this Application Checklist fo	r a supplemented ap	plication. Instead use Application Checkli	st - Supplemented.	
IN:		13-1889643							Unless otherwise specified:
N:		001			Filers provide responses here for e	each Checklist Item:			YYYY = plan year
• • •					Theis provide responses here for e	den Checkiist item.			Plan Name = abbreviated plan name
FA Amour	nt Requested:	\$42,214,659.00							
ra amoui		e considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through	h #39 In additi	ion if required	to provide information due to a "certain		Explain all N/A responses. Provide comments		
		A of the SFA Filing Instructions), your application will be considered incomplete if No is entered		· · · · · · · · · · · · · · · · · · ·	-		where noted. Also add any other optional		
		ibed in Addendum A, your application will also be considered incomplete if No is entered as a Pla	_	•	_		explanatory comments.		
			_						
Checklist	SFA Filing Instructions	S .	Response	Plan	Name of File(s) Uploaded	Page Number	<b>Plan Comments</b>	In the e-Filing Portal, upload as	<b>Use this Filenaming Convention</b>
Item #	Reference		<b>Options</b>	Response		<b>Reference</b> (s)		Document Type	
33.	Section E, Item (4)	If the plan's application is submitted on or prior to March 11, 2023, does the application include a	Yes	N/A		N/A		Financial Assistance Application	PG Cert Plan Name
	, , , , , , , , , , , , , , , , , , , ,	certification from the plan's enrolled actuary that the plan is eligible for priority status, with specific	No						
		identification of the applicable priority group?	N/A						
		This item is not required (enter N/A) if the plan is insolvent, has implemented a MPRA suspension							
		as of 3/11/2021, is in critical and declining status and had 350,000+ participants, or is listed on							
		PBGC's website at www.pbgc.gov as being in priority group 6. See § 4262.10(d).							
		Does the certification by the plan's enrolled actuary include clear indication of all assumptions and							
		methods used including source of and date of participant data, measurement date, and a statement							
		that the actuary is qualified to render the actuarial opinion?							
		dual the detaility is qualified to render the detailital opinion.							
		Is the filename uploaded using the required filenaming convention?							
34.a.		Does the application include the certification by the plan's enrolled actuary that the requested amount	Yes	Yes	SFA Amount Cert Local 1783 IBEW PF.pdf	N/A		Financial Assistance Application	SFA Amount Cert Plan Name
		of SFA is the amount to which the plan is entitled under section 4262(j)(1) of ERISA and § 4262.4	No						
		of PBGC's SFA regulation? Does this certification include:  (i) plan actuary's certification that identifies the requested amount of SFA and certifies that this is the							
		amount to which the plan is entitled?							
		(ii) clear indication of all assumptions and methods used including source of and date of participant							
		data, measurement date, and a statement that the actuary is qualified to render the actuarial opinion?							
		Jami, incussionical date, and a statement that the actuary is qualified to reliable the actuarity opinion.							

Is the information in Checklist #34.a. combined with #34.b. (if applicable) as a single document, and

uploaded using the required filenaming convention?

	of Special Financial Assistance (SFA)		v20230727
APPLICATION CHECKLIST		Do NOT use this Application Checklist for a supplemented application. Instead use Application Checklist - Supplemented.	
Plan name:	Local 1783 IBEW PF	Do NOT use this Application Checklist for a supplemented application. Instead use Application Checklist - Supplemented.	
EIN:	13-1889643		Unless otherwise specified:
PN:	001	Filers provide responses here for each Checklist Item:	YYYY = plan year
			Plan Name = abbreviated plan name

Your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through #39. In addition, if required to provide information due to a "certain event" (see Addendum A of the SFA Filing Instructions), your application will be considered incomplete if No is entered as a Plan Response for any Checklist Items #40.a. through #49.b. If there is a merger event described in Addendum A, your application will also be considered incomplete if No is entered as a Plan Response for any Checklist Items #50 through #63.

**SFA Amount Requested:** 

\$42,214,659.00

Checklist Item #	SFA Filing Instructions Reference	<b>S</b>	Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	<b>Plan Comments</b>	In the e-Filing Portal, upload as Document Type	<b>Use this Filenaming Convention</b>
34.b.	Section E, Item (5)	If the plan is a MPRA plan, does the certification by the plan's enrolled actuary identify the amount of SFA determined under the basic method described in § 4262.4(a)(1) and the amount determined under the increasing assets method in § 4262.4(a)(2)(i)?  If the amount of SFA determined under the "present value method" described in § 4262.4(a)(2)(ii) is not the greatest amount of SFA under § 4262.4(a)(2), does the certification state as such?  If the amount of SFA determined under the "present value method" described in § 4262.4(a)(2)(ii) is the greatest amount of SFA under § 4262.4(a)(2), does the certification identify that amount?  Enter N/A if the plan is not a MPRA plan.	Yes No N/A	N/A	N/A - included with SFA Amount Cert Plan Name	N/A		N/A - included in SFA Amount Cert Plan Name	N/A - included in SFA Amount Cert Plan Name
35.	Section E, Item (6)	Does the application include the plan sponsor's identification of the amount of fair market value of assets at the SFA measurement date and certification that this amount is accurate? Does the application also include:  (i) information that substantiates the asset value and how it was developed (e.g., trust or account statements, specific details of any adjustments)?  (ii) a reconciliation of the fair market value of assets from the date of the most recent audited plan financial statements to the SFA measurement date (showing beginning and ending fair market value of assets for this period as well as the following items for the period: contributions, withdrawal liability payments, benefits paid, administrative expenses, and investment income)?  With the exception of account statements and financial statements already provided as Checklist Items #8 and #9, is all information contained in a single document that is uploaded using the required filenaming convention?	Yes No	Yes	FMV Cert Local 1783 IBEW PF.pdf	N/A		Financial Assistance Application	FMV Cert Plan Name
36.	Section E, Item (7)	Does the application include a copy of the executed plan amendment required by § 4262.6(e)(1) of PBGC's SFA regulation which (i) is signed by authorized trustee(s) of the plan and (ii) includes the plan compliance language in Section E, Item (7) of the SFA Filing Instructions?	Yes No	Yes	Compliance Amend Local 1783 IBEW PF.pdf	N/A		Pension plan documents, all versions available, and all amendments signed and dated	Compliance Amend Plan Name

		of Special Financial Assistance (SFA)							v20230727
Plan name:	TION CHECKLIST :	Local 1783 IBEW PF	ı		Do NOT use this Application Checklist for	r a supplemented a	pplication. Instead use Application Check!	tist - Supplemented.	
EIN: PN:		13-1889643	ı		Filore provide responses here for a	each Chaoklist Itam			Unless otherwise specified:
riv.		001	ı		Filers provide responses here for e	ach Checkhst hem	<u> </u>		YYYY = plan year Plan Name = abbreviated plan name
SFA Amou	int Requested:	\$42,214,659.00							
	event'' (see Addendum	be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through A of the SFA Filing Instructions), your application will be considered incomplete if No is entered ribed in Addendum A, your application will also be considered incomplete if No is entered as a Plan	l as a Plan Respo	oonse for any Cl	hecklist Items #40.a. through #49.b. If there		Explain all N/A responses. Provide comments where noted. Also add any other optional explanatory comments.		
Checklist Item #	SFA Filing Instructions Reference	s	Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	Plan Comments	In the e-Filing Portal, upload as Document Type	Use this Filenaming Convention
37.	Section E, Item (8)	In the case of a plan that suspended benefits under section 305(e)(9) or section 4245 of ERISA, does the application include:  (i) a copy of the proposed plan amendment(s) required by § 4262.6(e)(2) to reinstate suspended benefits and pay make-up payments?  (ii) a certification by the plan sponsor that the proposed plan amendment(s) will be timely adopted? Is the certification signed by either all members of the plan's board of trustees or by one or more trustees duly authorized to sign the certification on behalf of the entire board (including, if applicable, documentation that substantiates the authorization of the signing trustees)?  Enter N/A if the plan has not suspended benefits.	Yes No N/A	N/A		N/A		Pension plan documents, all versions available, and all amendments signed and dated	
		Is all information included in a single document that is uploaded using the required filenaming convention?							
38.	Section E, Item (9)	In the case of a plan that was partitioned under section 4233 of ERISA, does the application include a copy of the executed plan amendment required by § 4262.9(c)(2)?  Enter N/A if the plan was not partitioned.  Is the document uploaded using the required filenaming convention?	Yes No N/A	N/A		N/A		Pension plan documents, all versions available, and all amendments signed and dated	
39.	Section E, Item (10)	Does the application include one or more copies of the penalties of perjury statement (see Section E, Item (10) of the SFA Filing Instructions) that (a) are signed by an authorized trustee who is a current member of the board of trustees, and (b) includes the trustee's printed name and title.  Is all such information included in a single document and uploaded using the required filenaming convention?	Yes No	Yes	Penalty Local 1783 IBEW PF.pdf	N/A		Financial Assistance Application	Penalty Plan Name
		Events under § 4262.4(f) - Applicable to Any Events in § 4262.4(f)(2) through (f)(4) and Any Mer							
NOTE: If the 40.a.		Does the application include an additional version of Checklist Item #16.a. (also including Checklist Items #16.c., #16.d., and #16.e.), that shows the determination of the SFA amount using the basic method described in § 4262.4(a)(1) as if any events had not occurred? See Template 4A.		ft blank for the	remaining Checklist Items.	N/A		Projections for special financial assistance (estimated income, benefit payments and expenses)	For additional submission due to any event: <i>Template 4A Plan Name CE</i> .  For an additional submission due to a merger, <i>Template 4A Plan Name Merged</i> , where "Plan Name Merged" is an abbreviated version of the plan name for the separate plan involved in

the merger.

pplication to PBGC for Approval	of Special Financial Assistance (SFA)		v20230727
PPLICATION CHECKLIST		Do NOT use this Application Checklist for a supplemented application. Instead use Application Checklist. Supplemented	
lan name:	Local 1783 IBEW PF	Do NOT use this Application Checklist for a supplemented application. Instead use Application Checklist - Supplemented.	
IN:	13-1889643		Unless otherwise specified:
N:	001	Filers provide responses here for each Checklist Item:	YYYY = plan year
			Plan Name = abbreviated plan name

SFA Amount Requested: Your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through #39. In addition, if required to provide information due to a "certain event" (see Addendum A of the SFA Filing Instructions), your application will be considered incomplete if No is entered as a Plan Response for any Checklist Items #40.a. through #49.b. If there is a merger event described in Addendum A, your application will also be considered incomplete if No is entered as a Plan Response for any Checklist Items #50 through #63.

\$42,214,659.00

Checklist Item #	SFA Filing Instructions Reference		Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	<b>Plan Comments</b>	In the e-Filing Portal, upload as Document Type	<b>Use this Filenaming Convention</b>
40.b.i.	Events Section C, Item (4)	If the plan is a MPRA plan for which the requested amount of SFA is based on the increasing assets method described in § 4262.4(a)(2)(i), does the application also include an additional version of Checklist Item #16.b.i. that shows the determination of the SFA amount using the increasing assets method as if any events had not occurred? See Template 4A, sheet 4A-5 SFA Details .5(a)(2)(i).  Enter N/A if the plan is not a MPRA Plan or if the plan is a MPRA plan for which the requested amount of SFA is based on the present value method.	Yes No N/A		N/A - included as part of file in Checklist Item #40.a.	N/A		N/A	N/A - included as part of file in Checklist Item #40.a.
40.b.ii.	Events Section C, Item (4)	If the plan is a MPRA plan for which the requested amount of SFA is based on the <u>increasing assets method</u> described in § 4262.4(a)(2)(i), does the application also include an additional version of Checklist Item #16.b.ii. that explicitly identifies the projected SFA exhaustion year based on the <u>increasing assets method</u> ? See Template 4A, <i>4A-5 SFA Details</i> .4(a)(2)(i) sheet and Addendum D. Enter N/A if the plan is not a MPRA Plan or if the plan is a MPRA plan for which the requested amount of SFA is based on the present value method.	Yes No N/A			N/A		N/A	N/A - included as part of file in Checklist Item #40.a.
40.b.iii.	Events Section C, Item (4)	If the plan is a MPRA plan for which the requested amount of SFA is based on the <u>present value method</u> described in § 4262.4(a)(2)(ii), does the application also include an additional version of Checklist Item #16.b.iii. that shows the determination of the SFA amount using the <u>present value method</u> as if any events had not occurred? See Template 4B, sheet <i>4B-1 SFA Ben Pmts</i> , sheet <i>4B-2 SFA Details .4(a)(2)(ii)</i> , and sheet <i>4B-3 SFA Exhaustion</i> .  Enter N/A if the plan is not a MPRA Plan or if the plan is a MPRA plan for which the requested amount of SFA is based on the increasing assets method.	Yes No N/A			N/A		Projections for special financial assistance (estimated income, benefit payments and expenses)	For additional submission due to any event: Template 4B Plan Name CE.  For an additional submission due to a merger, Template 4B Plan Name Merged, where "Plan Name Merged" is an abbreviated version of the plan name for the separate plan involved in the merger.
41.	Events Section C, Item (4)	For any merger, does the application show the SFA determination for this plan and for each plan merged into this plan (each of these determined as if they were still separate plans)? See Template 4A for a non-MPRA plan using the basic method, and for a MPRA plan using the increasing assets method. See Template 4B for a MPRA Plan using the present value method.  Enter N/A if the plan has not experienced a merger.	Yes No N/A			N/A		Projections for special financial assistance (estimated income, benefit payments and expenses)	For an additional submission due to a merger, <i>Template 4A (or Template 4B) Plan Name Merged</i> , where "Plan Name Merged" is an abbreviated version of the plan name for the separate plan involved in the merger.
42.a.	Events	Does the application include a narrative description of any event and any merger, including relevant supporting documents which may include plan amendments, collective bargaining agreements, actuarial certifications related to a transfer or merger, or other relevant materials?	Yes No		N/A - included as part of SFA App Plan Name		For each Checklist Item #42.a. through #45.b., identify the relevant page number(s) within the single document.	Financial Assistance Application	SFA App Plan Name

	TON CHECKLIST	of Special Financial Assistance (SFA)  Local 1783 IBEW PF			Do NOT use this Application Checklist for	r a supplemented ap	plication. Instead use Application Checkli	st - Supplemented.	v20230727
EIN: PN:		13-1889643 001			Filers provide responses here for e	each Checklist Item:			Unless otherwise specified: YYYY = plan year Plan Name = abbreviated plan name
SFA Amoui	event'' (see Addendum A	\$42,214,659.00 e considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through A of the SFA Filing Instructions), your application will be considered incomplete if No is entered ibed in Addendum A, your application will also be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through A of the SFA Filing Instructions), your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through A of the SFA Filing Instructions), your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through A of the SFA Filing Instructions), your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through A of the SFA Filing Instructions).	as a Plan Resp	onse for any C	hecklist Items #40.a. through #49.b. If there		Explain all N/A responses. Provide comments where noted. Also add any other optional explanatory comments.		
Checklist Item #	SFA Filing Instructions Reference	s	Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	Plan Comments	In the e-Filing Portal, upload as Document Type	Use this Filenaming Convention
42.b.		For a transfer or merger event, does the application include identifying information for all plans involved including plan name, EIN and plan number, and the date of the transfer or merger?	Yes No		N/A - included as part of SFA App Plan Name			Financial Assistance Application	N/A - included as part of SFA App Plan Name
43.a.	Events	Does the narrative description in the application identify the amount of SFA reflecting any event, the amount of SFA determined as if the event had not occurred, and confirmation that the requested SFA is no greater than the amount that would have been determined if the event had not occurred, unless			N/A - included as part of SFA App Plan Name			Financial Assistance Application	N/A - included as part of SFA App Plan Name

	Section D					
43.a.	Addendum A for Certain Events Section D	Does the narrative description in the application identify the amount of SFA reflecting any event, the amount of SFA determined as if the event had not occurred, and confirmation that the requested SFA is no greater than the amount that would have been determined if the event had not occurred, unless the event is a contribution rate reduction and such event lessens the risk of loss to plan participants and beneficiaries?	Yes No	N/A - included as part of SFA App Plan Name	Financial Assistance Application	N/A - included as part of SFA App Plan Name
43.b.	Addendum A for Certain Events Section D	For a merger, is the determination of SFA as if the event had not occurred equal to the sum of the amount that would be determined for this plan and each plan merged into this plan (each as if they were still separate plans)?  Enter N/A if the event described in Checklist Item #42.a. was not a merger.	Yes No N/A	N/A - included as part of SFA App Plan Name	Financial Assistance Application	N/A - included as part of SFA App Plan Name
44.a.	Addendum A for Certain Events Section D	Does the application include an additional version of Checklist Item #25 that shows the determination of SFA eligibility as if any events had not occurred?	Yes No	N/A - included as part of SFA App Plan Name	Financial Assistance Application	N/A - included as part of SFA App Plan Name
44.b.	Addendum A for Certain Events Section D	For any merger, does this item include demonstrations of SFA eligibility for this plan and for each plan merged into this plan (each of these determined as if they were still separate plans)?  Enter N/A if the event described in Checklist Item #42.a. was not a merger.	Yes No N/A	N/A - included as part of SFA App Plan Name	Financial Assistance Application	N/A - included as part of SFA App Plan Name
45.a.	Addendum A for Certain Events Section D	If the event is a contribution rate reduction and the amount of requested SFA is not limited to the amount of SFA determined as if the event had not occurred, does the application include a detailed demonstration that shows that the event lessens the risk of loss to plan participants and beneficiaries? Enter N/A if the event is not a contribution rate reduction, or if the event is a contribution rate reduction but the requested SFA is limited to the amount of SFA determined as if the event had not occurred.	Yes No N/A	N/A - included as part of SFA App Plan Name	Financial Assistance Application	N/A - included as part of SFA App Plan Name
45.b.	Addendum A for Certain Events Section D	Does the demonstration in Checklist Item #45.a. also identify all assumptions used, supporting rationale for the assumptions and other relevant information?  Enter N/A if the plan entered N/A for Checklist Item #45.a.	Yes No N/A	N/A - included as part of SFA App Plan Name	Financial Assistance Application	N/A - included as part of SFA App Plan Name

	of Special Financial Assistance (SFA)		v20230727
APPLICATION CHECKLIST		Do NOT use this Application Checklist for a supplemented application. Instead use Application Checklist - Supplemented.	
Plan name:	Local 1783 IBEW PF	Do NOT use this Application Checklist for a supplemented application. Instead use Application Checklist - Supplemented.	
EIN:	13-1889643		Unless otherwise specified:
PN:	001	Filers provide responses here for each Checklist Item:	YYYY = plan year
			Plan Name = abbreviated plan name
SFA Amount Requested:	\$42,214,659.00		

Your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through #39. In addition, if required to provide information due to a "certain event" (see Addendum A of the SFA Filing Instructions), your application will be considered incomplete if No is entered as a Plan Response for any Checklist Items #40.a. through #49.b. If there is a merger event described in Addendum A, your application will also be considered incomplete if No is entered as a Plan Response for any Checklist Items #50 through #63.

Checklist Item #	SFA Filing Instructions Reference		Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	<b>Plan Comments</b>	In the e-Filing Portal, upload as Document Type	<b>Use this Filenaming Convention</b>
46.a.	Events Section E, Items (2) and (3)	Does the application include an additional certification from the plan's enrolled actuary with respect to the plan's SFA eligibility but with eligibility determined as if any events had not occurred? This should be in the format of Checklist Item #31 if the SFA eligibility is based on the plan status of critical and declining using a zone certification completed on or after January 1, 2021. This should be in the format of Checklist Items #32.a. and #32.b. if the SFA eligibility is based on the plan status of critical using a zone certification completed on or after January 1, 2021.  If the above SFA eligibility is not based on § 4262.3(a)(1) or § 4262.3(a)(3) or is based on a zone certification completed prior to January 1, 2021, enter N/A.  Is all relevant information contained in a single document and uploaded using the required filenaming convention?	Yes No N/A			N/A		Financial Assistance Application	SFA Elig Cert Plan Name CE
46.b.	Events Section E, Items (2) and (3)	For any merger, does the application include additional certifications of the SFA eligibility for this plan and for each plan merged into this plan (each of these determined as if they were still separate plans)?  If the above SFA eligibility is not based on § 4262.3(a)(1) or § 4262.3(a)(3) or is based on a zone certification completed prior to January 1, 2021, enter N/A.  Enter N/A if the event described in Checklist Item #42.a. was not a merger.	Yes No N/A			N/A		Financial Assistance Application	"Plan Name Merged" is an abbreviated version of the plan name for the separate plan involved in the merger.
47.a.	Events	Does the application include an additional certification from the plan's enrolled actuary with respect to the plan's SFA amount (in the format of Checklist Item #34.a.), but with the SFA amount determined as if any events had not occurred?	Yes No			N/A		Financial Assistance Application	SFA Amount Cert Plan Name CE

application to PBGC for Approva	of Special Financial Assistance (SFA)		v20230727
APPLICATION CHECKLIST		Do NOT use this Application Checklist for a supplemented application. Instead use Application Checklist. Supplemented	
lan nama.	Local 1702 IDEW DE	Do NOT use this Application Checklist for a supplemented application. Instead use Application Checklist - Supplemented.	

 Plan name:
 Local 1783 IBEW PF

 EIN:
 13-1889643

 PN:
 001

------Filers provide responses here for each Checklist Item:-----

Unless otherwise specified:

YYYY = plan year

Plan Name = abbreviated plan name

SFA Amount Requested: \$42,214,659.00

Your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through #39. In addition, if required to provide information due to a "certain event" (see Addendum A of the SFA Filing Instructions), your application will be considered incomplete if No is entered as a Plan Response for any Checklist Items #40.a. through #49.b. If there is a merger event described in Addendum A, your application will also be considered incomplete if No is entered as a Plan Response for any Checklist Items #50 through #63.

Checklist Item #	SFA Filing Instructions Reference		Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	Plan Comments	In the e-Filing Portal, upload as Document Type	<b>Use this Filenaming Convention</b>
47.b.	Events Section E, Item (5)	If the plan is a MPRA plan, does the certification in Checklist Item #46.a. identify the amount of SFA determined under the basic method described in § 4262.4(a)(1) and the amount determined under the increasing assets method in § 4262.4(a)(2)(i)?  If the amount of SFA determined under the "present value method" described in § 4262.4(a)(2)(ii) is not the greatest amount of SFA under § 4262.4(a)(2), does the certification state as such?  If the amount of SFA determined under the "present value method" described in § 4262.4(a)(2)(ii) is the greatest amount of SFA under § 4262.4(a)(2), does the certification identify that amount?  Enter N/A if the plan is not a MPRA plan.	Yes No N/A		N/A - included in SFA Amount Cert Plan Name CE	N/A		N/A - included in SFA Amount Cert Plan Name	N/A - included in SFA Amount Cert Plan Name CE
47.c.		Does the certification in Checklist Items #47.a. and #47.b. (if applicable) clearly identify all assumptions and methods used, sources of participant data and census data, and other relevant information?	Yes No		N/A - included in SFA Amount Cert Plan Name CE	N/A		N/A - included in SFA Amount Cert Plan Name	N/A - included in SFA Amount Cert Plan Name CE
48.a.	Events Section E, Item (5)	For any merger, does the application include additional certifications of the SFA amount determined for this plan and for each plan merged into this plan (each of these determined as if they were still separate plans)?  Enter N/A if the event described in Checklist Item #42.a. was not a merger.	Yes No N/A			N/A		Financial Assistance Application	SFA Amount Cert Plan Name Merged CE  "Plan Name Merged" is an abbreviated version of the plan name for the separate plan involved in the merger.
48.b.	Events Section E, Item (5)	For any merger, do the certifications clearly identify all assumptions and methods used, sources of participant data and census data, and other relevant information?  Enter N/A if the event described in Checklist Item #42.a. was not a merger.	Yes No N/A		N/A - included in SFA Amount Cert Plan Name CE	N/A		N/A - included in SFA Amount Cert Plan Name CE	N/A - included in SFA Amount Cert Plan Name CE
49.a.	Events Section E	If the event is a contribution rate reduction and the amount of requested SFA is not limited to the amount of SFA determined as if the event had not occurred, does the application include a certification from the plan's enrolled actuary (or, if appropriate, from the plan sponsor) with respect to the demonstration to support a finding that the event lessens the risk of loss to plan participants and beneficiaries?  Enter N/A if the event is not a contribution rate reduction, or if the event is a contribution rate reduction but the requested SFA is limited to the amount of SFA determined as if the event had not occurred.	Yes No N/A			N/A		Financial Assistance Application	Cont Rate Cert Plan Name CE

	to PBGC for Approval of ION CHECKLIST	f Special Financial Assistance (SFA)			Do NOT use this Application Checklist for	r a sunnlamented a	nnlication Instant use Application Chack	ist Supplemented	v20230727
Plan name: EIN: PN: SFA Amour	nt Requested:	Local 1783 IBEW PF  13-1889643  001  \$42,214,659.00			Filers provide responses here for e	nst - Supplemented.	Unless otherwise specified:  YYYY = plan year  Plan Name = abbreviated plan name		
	Your application will be event" (see Addendum A	considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through of the SFA Filing Instructions), your application will be considered incomplete if No is entered bed in Addendum A, your application will also be considered incomplete if No is entered as a Plan Addendum A, your application will also be considered incomplete if No is entered as a Plan Addendum A.	l as a Plan Resp	onse for any C	hecklist Items #40.a. through #49.b. If there		Explain all N/A responses. Provide comments where noted. Also add any other optional explanatory comments.		
Checklist Item #	SFA Filing Instructions Reference		Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	Plan Comments	In the e-Filing Portal, upload as Document Type	Use this Filenaming Convention
49.b.		Does the demonstration in Checklist Item #48.a. also identify all assumptions used, supporting rationale for the assumptions and other relevant information?  Enter N/A if the event is not a contribution rate reduction, or if the event is a contribution rate reduction but the requested SFA is limited to the amount of SFA determined as if the event had not occurred.	Yes No N/A		N/A - included in Cont Rate Cert Plan Name CE	N/A		N/A - included in Cont Rate Cert Plan Name CE	N/A - included in Cont Rate Cert Plan Name CE
Additional I	nformation for Certain E	Events under § 4262.4(f) - Applicable Only to Any Mergers in § 4262.4(f)(1)(ii)							
		Plans that have experienced mergers identified in § 4262.4(f)(1)(ii) must complete Checklist Items #50 through #63. If you are required to complete Checklist Items #50 through #63, your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #50 through #63. All other plans should not provide any responses for Checklist Items #50 through #63.							
50.	Addendum A for Certain Events Section B, Item (1)a.	In addition to the information provided with Checklist Item #1, does the application also include similar plan documents and amendments for each plan that merged into this plan due to a merger described in § 4262.4(f)(1)(ii)?	Yes No			N/A		Pension plan documents, all versions available, and all amendments signed and dated	N/A
51.	Addendum A for Certain Events Section B, Item (1)b.	In addition to the information provided with Checklist Item #2, does the application also include similar trust agreements and amendments for each plan that merged into this plan due to a merger described in § 4262.4(f)(1)(ii)?	Yes No			N/A		Pension plan documents, all versions available, and all amendments signed and dated	N/A
52.	Addendum A for Certain Events Section B, Item (1)c.	In addition to the information provided with Checklist Item #3, does the application also include the most recent IRS determination for each plan that merged into this plan due to a merger described in § 4262.4(f)(1)(ii)?  Enter N/A if the plan does not have a determination letter.	Yes No N/A			N/A		Pension plan documents, all versions available, and all amendments signed and dated	N/A
53.	Addendum A for Certain Events Section B, Item (2)	In addition to the information provided with Checklist Item #4, for each plan that merged into this plan due to a merger described in § 4262.4(f)(1)(ii), does the application include the actuarial valuation report for the 2018 plan year and each subsequent actuarial valuation report completed before the application filing date?	Yes No			N/A	Identify here how many reports are provided.	Most recent actuarial valuation for the plan	YYYYAVR Plan Name Merged, where "Plan Name Merged" is abbreviated version of the plan name for the plan merged into this plan.
54.	Addendum A for Certain Events Section B, Item (3)	In addition to the information provided with Checklist Items #5.a. and #5.b., does the application include similar rehabilitation plan information for each plan that merged into this plan due to a merger described in § 4262.4(f)(1)(ii)?	Yes No			N/A		Rehabilitation plan (or funding improvement plan, if applicable)	N/A

Application to PBGC for Approval o	f Special Financial Assistance (SFA)		v20230727
APPLICATION CHECKLIST		Do NOT use this Application Checklist for a supplemented application. Instead use Application Checklist - Supplemented.	
Plan name:	Local 1783 IBEW PF	Do NOT use this Application Checklist for a supplemented application. Instead use Application Checklist - Supplemented.	

EIN: 13-1889643
PN: 001

\$42,214,659.00

**SFA Amount Requested:** 

------Filers provide responses here for each Checklist Item:-----

Unless otherwise specified:

YYYY = plan year

Plan Name = abbreviated plan name

Your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through #39. In addition, if required to provide information due to a "certain event" (see Addendum A of the SFA Filing Instructions), your application will be considered incomplete if No is entered as a Plan Response for any Checklist Items #40.a. through #49.b. If there is a merger event described in Addendum A, your application will also be considered incomplete if No is entered as a Plan Response for any Checklist Items #50 through #63.

Checklist Item #	SFA Filing Instructions Reference		Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	<b>Plan Comments</b>	In the e-Filing Portal, upload as Document Type	Use this Filenaming Convention
55.	Events Form 5	lition to the information provided with Checklist Item #6, does the application include similar 5500 information for each plan that merged into this plan due to a merger described in § 4(f)(1)(ii)?	Yes No			N/A		Latest annual return/report of employee benefit plan (Form 5500)	YYYYForm5500 Plan Name Merged, "Plan Name Merged" is abbreviated version of the plan name for the plan merged into this plan.
56.	Events applica	lition to the information provided with Checklist Items #7.a., #7.b., and #7.c., does the ation include similar certifications of plan status for each plan that merged into this plan due to ger described in § 4262.4(f)(1)(ii)?	Yes No			N/A	Identify how many zone certifications are provided.	Zone certification	YYYYZoneYYYYMMDD Plan Name Merged, where the first "YYYY" is the applicable plan year, and "YYYYMMDD" is the date the certification was prepared. "Plan Name Merged" is an abbreviated version of the plan name for the plan merged into this plan.
57.	Events recent of	lition to the information provided with Checklist Item #8, does the application include the most cash and investment account statements for each plan that merged into this plan due to a er described in § 4262.4(f)(1)(ii)?	Yes No			N/A		Bank/Asset statements for all cash and investment accounts	N/A
58.	Events recent p	lition to the information provided with Checklist Item #9, does the application include the most plan financial statement (audited, or unaudited if audited is not available) for each plan that ed into this plan due to a merger described in § 4262.4(f)(1)(ii)?	Yes No			N/A		Plan's most recent financial statement (audited, or unaudited if audited not available)	N/A
59.	Events the write settlement settl	dition to the information provided with Checklist Item #10, does the application include all of ritten policies and procedures governing the plan's determination, assessment, collection, ment, and payment of withdrawal liability for each plan that merged into this plan due to a er described in § 4262.4(f)(1)(ii)?  I such items included in a single document using the required filenaming convention?	Yes No			N/A		Pension plan documents, all versions available, and all amendments signed and dated	WDL Plan Name Merged, where "Plan Name Merged" is an abbreviated version of the plan name for the plan merged into this plan.
60.	Events docume	lition to the information provided with Checklist Item #11, does the application include nentation of a death audit (with the information described in Checklist Item #11) for each plan lerged into this plan due to a merger described in § 4262.4(f)(1)(ii)?	Yes No					Pension plan documents, all versions available, and all amendments signed and dated	Death Audit Plan Name Merged, where "Plan Name Merged" is an abbreviated version of the plan name for the plan merged into this plan.

Application to PBGC for Approv	al of Special Financial Assistance (SFA)		v20230727
APPLICATION CHECKLIST		De NOT and this Application Charlet for a complemental application. Just advant Application Charlet at Complemental	
Plan name:	Local 1783 IBEW PF	Do NOT use this Application Checklist for a supplemented application. Instead use Application Checklist - Supplemented.	
EIN:	13-1889643		Unless otherwise specified:
PN:	001	Filers provide responses here for each Checklist Item:	YYYY = plan year
			Plan Name = abbreviated plan name
SFA Amount Requested:	\$42,214,659.00		

Your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through #39. In addition, if required to provide information due to a "certain event" (see Addendum A of the SFA Filing Instructions), your application will be considered incomplete if No is entered as a Plan Response for any Checklist Items #40.a. through #49.b. If there is a merger event described in Addendum A, your application will also be considered incomplete if No is entered as a Plan Response for any Checklist Items #50 through #63.

Checklist Item #	SFA Filing Instructions Reference		Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	<b>Plan Comments</b>	In the e-Filing Portal, upload as Document Type	Use this Filenaming Convention
61.	Events Section C, Item (1)	In addition to the information provided with Checklist Item #13, does the application include the same information in the format of Template 1 for each plan that merged into this plan due to a merger described in § 4262.4(f)(1)(ii)?  Enter N/A if each plan that fully merged into this plan is not required to respond Yes to line 8b(1) on the most recently filed Form 5500 Schedule MB.	Yes No N/A					Financial assistance spreadsheet (template)	Template 1 Plan Name Merged, where "Plan Name Merged" is an abbreviated version of the plan name for the plan merged into this plan.
62.	Events Section C, Item (2)	In addition to the information provided with Checklist Item #14, does the application include the same information in the format of Template 2 (if required based on the participant threshold) for each plan that merged into this plan due to a merger described in § 4262.4(f)(1)(ii)?  Enter N/A if each plan that merged into this plan has less than 10,000 participants on line 6f of the most recently filed Form 5500.	Yes No N/A					Contributing employers	Template 2 Plan Name Merged, where "Plan Name Merged" is an abbreviated version of the plan name fore the plan merged into this plan.
63.		In addition to the information provided with Checklist Item #15, does the application include similar information in the format of Template 3 for each plan that merged into this plan due to a merger described in § 4262.4(f)(1)?	Yes No					Historical Plan Financial Information (CBUs, contribution rates, contribution amounts, withdrawal liability payments)	Template 3 Plan Name Merged, where "Plan Name Merged" is an abbreviated version of the plan name for the plan merged into this plan.

# LOCAL 1783 I.B.E.W. PENSION PLAN

**ACTUARIAL VALUATION REPORT** 

**EFFECTIVE JANUARY 1, 2018** 

## SUMMIT ACTUARIAL SERVICES, LLC

115 N. Church Street Moorestown, New Jersey 08057 856.234.8801

To: Trustees,

Local 1783 I.B.E.W. Pension Plan

Re: Report on Actuarial Valuation of Plan as of January 1, 2018

Date: February 2019

The following is our report to you dealing with the actuarial valuation we have made of the Local 1783 I.B.E.W. Pension Plan as of January 1, 2018.

#### **Actuarial Status**

We have subjected the plan to measurement by several yardsticks. These tests and results are:

- 1. Benefit security ratio: 62%. (60% using the criteria under the Pension Protection Act)
- 2. Management of unfunded actuarial accrued liability: the plan does not fund under the current contribution rates.
- 3. Compliance with federal minimum funding requirements: no surplus but the Fund implemented a reasonable measures rehabilitation plan.
- 4. Unfunded vested liability for employer withdrawal liability purposes: \$14,353,677.
- 5. Compliance with federal tax deductibility limits for expected employer contributions for 2018.

We appreciate the opportunity to have made this study for you. We are available to discuss possible options. If there are items that you would like included in future reports, please do not hesitate to contact us.

Sincerely,

Frank Iannucci, MAAA, EA Enrolled Actuary Jane A. Flanagan, CEBS, MS, MA Actuarial Consultant

## **CONTENTS**

SECTION	DESCRIPTION	PAGE
SECTION 1.	INTRODUCTION	1
SECTION 2.	PLAN DESCRIPTION	2
SECTION 3.	RECENT FISCAL ACTIVITY	8
SECTION 4.	ACTUARIAL STATUS	11
SECTION 5.	EMPLOYER WITHDRAWAL LIABILITY	21
SECTION 6.	FEDERAL MINIMUM FUNDING REQUIREMENTS	22
SECTION 7.	ACTUARIAL CERTIFICATION	24

## **TABLES**

TABLE	DESCRIPTION	PAGE
1.	PLAN PROVISIONS	2
2.	BENEFIT ELIGIBILITY	5
3.	CENSUS OF ACTIVE PARTICIPANTS	6
4.	RECONCILIATION OF PARTICIPANT DATA	7
5.	PLAN FISCAL ACTIVITY: FIVE YEARS	9
6.	MATHEMATICAL ANALYSIS OF PLAN INVESTMENT YIELD: FIVE YEARS	10
7.	ACTUARIAL ACCRUED LIABILITY: FIVE YEARS	12
8.	DETAILS OF CHANGE IN UNFUNDED ACTUARIAL ACCRUED LIABILITY FROM 1/1/2017 TO 1/1/2018	15
9.	FUTURE ANNUAL FISCAL ACTIVITY: ONE YEAR	17
10.	PRESENT VALUE OF ACCUMULATED PLAN BENEFITS: FIVE YEARS	18
11.	DETAILS OF CHANGE IN ACTUARIAL PRESENT VALUE OF ACCUMULATED PLAN BENEFITS FROM 1/1/2017 TO 1/1/2018	19
12.	VALUE OF UNFUNDED VESTED BENEFITS FOR EMPLOYER WITHDRAWAL LIABILITY PURPOSES	21
13.	FUNDING STANDARD ACCOUNT	23

## SECTION 1. INTRODUCTION

#### PURPOSE OF ACTUARIAL VALUATION

The valuation of the pension plan is intended to reveal the relationship between the plan's liabilities and its assets so that the Trustees can be made aware of how well they are performing the task of using pension plan monies for the maximum membership benefits with reasonable assurance that such benefits will, indeed, be provided. The valuation lets the Trustees know if a modification in the plan's benefits is called for when matched against the developing experience of the entire program.

#### **SPONSORSHIP**

The valuation was sponsored by the Trustees. The valuation and this report were directed by Frank lannucci, a member of the American Academy of Actuaries and the Society of Pension Actuaries. He is also the plan's "enrolled actuary" (retained in compliance with ERISA).

#### **EFFECTIVE DATE**

The effective date of the valuation is January 1, 2018; the effective date of the data provided to our firm is the same. Actuarial valuations are performed annually.

#### **ACCOUNTING BASIS**

The accounting basis employed in this report is, unless specifically stated otherwise, the "accrual" basis employed by the plan's independent auditor.

#### ASSET VALUATION METHOD

Assets are valued using an actuarial method that spreads investment gains and losses over a five-year period.

## INVESTMENT YIELD CALCULATION METHOD

Investment yield is shown on the "total return" basis which includes the effect of appreciation or depreciation in the value of the plan's assets, whether realized or not.

#### ROUNDING

In some tables in this report details may not add to the total (or subtotal) shown due to rounding.

#### "YEAR"

Plan records are kept on a "plan year" basis. The plan year is the 12 consecutive month period that starts with January 1st and ends with the following December 31th. In this report, when a calendar year is associated with a plan year in a column heading or otherwise, the calendar year designation refers to the plan year ending within that calendar year. For example, "2017" refers to the plan year ending 12/31/2017.

## SECTION 2. PLAN DESCRIPTION

## **IN GENERAL**

The plan is funded through employer contributions and investment yield on the plan funds.

Coverage is afforded participants working in the Local 1783 jurisdiction for employers with collective bargaining agreements providing for contributions to the plan.

## **PLAN PROVISIONS**

A summary of the major plan provisions in effect as of 1/1/2018 is contained in Table 1.

## TABLE 1. PLAN PROVISIONS

Pension Service:							
Time Period	Years of Pension Service Earned						
Past and Future	one fifty-second of a year for each week worked in covered employment						
No more than one year of p	ension service may be earned in a year.						

Vesting Service:	
Time Period	Years of Vesting Service Earned
Prior To 1976	one year for each year in which at least 1,000 hours of pension service is earned
After 1975	one year for each year in which at least 1,000 hours of vesting service (i.e., pension service and/or related service) is earned

Local 1783 I.B.E.W.

Eligibility for Benefits:							
Type of Benefit	Age Requirement	Service Requirement					
Participation	None	either ten weeks of pension service during a plan year or 1,000 hours of vesting service during 12 consecutive months					
Normal Pension	65	five years of vesting service or five years of continuous plan participation					
Early Pension	62	ten years of pension service and ten years of vesting service					
Disability Pension	at least age 45 and under age 65	recently active at start of disability, ten years of pension service, ten years of vesting service and receiving Social Security disability benefit					
Pre-Pension Lump Sum Death	none	one month in covered employment					
Post-Pension Lump Sum Death	none	receiving pension payments					
Pre-Pension Surviving Spouse Pension	none	vested and married for one year					
Vesting	none	five years of vesting service					

Benefits:								
Туре	Amount	Duration						
Normal Pension	a monthly pension equal to 4.00% of all pension contributions made to the plan after 1986 (for pension service earned after December 31, 2010 based on contribution rate in effect on May 31, 2010) plus \$22.00 for each year of pension service earned prior to 1987 (with a minimum accrual rate after 1986 of \$22.00 per year of pension service)	life, minimum guaranteed 60 months						

TABLE 1. (CONT'D) PLAN PROVISIONS

Benefits (Cont'd):							
Туре	Amount	Duration					
Early Pension	same as normal but reduced 1/2 of 1% for each month prior to age 65, with the following exceptions:	life, minimum guaranteed 60 months					
	if the participant has at least 30 years of pension service, there will be no reduction; and						
	2) if the participant has at least 25, but less than 30, years of pension service, the reduction will be 1/4 of 1% for each month prior to the normal pension date						
Disability Pension	50% of normal pension	to death, age 65, or recovery, whichever is earliest					
Pre-Pension Lump Sum Death	\$5,000. less pension payments received up to the time of death	lump sum					
Post-Pension Lump Sum Death	\$1,000. less pension payments received up to the time of death	lump sum					
Surviving Spouse Pension	married couple benefit	life of spouse					

Options at Normal and Early Pension Age:						
Type Amount Duration						
Life With 60 Months Minimum	same as normal	life, minimum guaranteed 60 months				
Married Couple	actuarially reduced with 50% payable to surviving spouse	life of both pensioner and spouse				

## **PARTICIPANTS**

It is important to remember that the plan has a liability for those already receiving benefits and also a liability for the earned pensions of those participants who are not yet on pension.

As of January 1, 2018, there were 301 pensioners, 92 active participants and 499 separated vested participants included in the valuation.

Table 2. indicates how many of the active participants are currently eligible for the several types of benefits in the plan, based on pension service earned as of 12/31/2017.

TABLE 2.
BENEFIT ELIGIBILITY: ACTIVE PARTICIPANTS AT 1/1/2018

TYPE OF BENEFIT	NUMBER ELIGIBLE	NUMBER NOT ELIGIBLE
Normal Pension	5	87
Early Pension	12	80
Disability Pension	48	44
Vesting	68	24
Lump Sum Death Benefit	92	0
Surviving Spouse Pension	68	24

The average age of the active participants as of 1/1/2018 is 49 years, their average accrued pension service is 15 years.

Local 1783 I.B.E.W.

## **CENSUS OF ACTIVE PARTICIPANTS**

Table 3. depicts the active participants as of 1/1/2018.

TABLE 3.
CENSUS OF ACTIVE PARTICIPANTS

AGE GROUP	YEARS OF PENSION SERVICE TO 12/31/2017									
	0-4	5-9	10-14	15-19	20-24	25-29	30-34	35-39	40 & OVER	TOTAL
20-24	4									4
25-29	2									2
30-34	5	3								8
35-39	1	2	1	1						5
40-44	5	0	3	4	1					13
45-49	2	1	1	3	1		1			9
50-54	2	2	0	2	3	2	2		1	14
55-59	1	1	1	1	2	2	7	3	0	18
60-64	2	1	1	2	3	3	0	1	1	14
65-69				2	2		1			5
70-74										
Total	24	10	7	15	12	7	11	4	2	92

## RECONCILIATION OF PARTICIPANT DATA

The accuracy of an actuarial valuation is dependent upon the accuracy of the participant data used to generate the liability and future income estimates. In an effort to ensure reliability and consistency between valuations, we have performed a reconciliation consisting of an accounting for all the exits from, and entries into, each of the three participant groups (actives, separated vesteds and pensioners) as well as for the participant group as a whole.

Table 4 depicts the results of this reconciliation between 1/1/2017 and 1/1/2018.

TABLE 4.
RECONCILIATION OF PARTICIPANT DATA BETWEEN 1/1/2017 AND 1/1/2018

		VALUATION GROUP							
ITEM	ACTIVE PARTICIPANTS	SEPARATED VESTED PARTICIPANTS	PENSIONED PARTICIPANTS AND BENEFICIARIES	ALL PARTICIPANTS					
Included In 1/1/2017 Actuarial Valuation	102	507	297	906					
Died:     (a) With Entitled Spouse     (b) Without Entitled Spouse     (c) Period Certain Ended		3	13	16					
3. Retired	1	11		12					
4 Return to Active									
<ul><li>5. Left Valuation Group for Other Reasons:</li><li>(a) With Vested Benefits</li><li>(b) Without Vested Benefits</li><li>(c ) 70.5 Pensioners</li></ul>	7 11	1	5	7 11 4					
6 New Entrants to Valuation Group		_	10	00					
7. As Reported In 1/1/2018 Actuarial Valuation:	9	<u>Z</u>	<u>12</u>	<u>28</u>					
(1)-(2)-(3)+(4)-(5)+(6)	92	499	301	892					

## SECTION 3. RECENT FISCAL ACTIVITY

#### **OPERATING RESULTS**

Table 5. portrays the fiscal activity of the pension plan during the last five years.

## **INVESTMENT RESULTS**

Managing the plan assets is an important responsibility of the Trustees. The assets are in various types of investments.

Table 6. shows the market value investment yield results for the last five years. The method used in determining this figure is to divide the investment yield by the investment base. The investment base is the beginning-of-the-year balance plus 1/2 of the net capital additions (consisting of employer contributions less benefit payments and administration expenses). Investment fees are not considered administration expenses but, rather, a reduction in the investment yield.

#### CONTRIBUTIONS

The sources of capital for the plan are the employer contributions. These are required to be made by employers who hire members of the bargaining unit in positions that call for contributions to the pension plan in accordance with the terms of collective bargaining agreements between such employers and the union or Pension Fund. There are several rates of contributions in effect (and these change from time to time).

## SECTION 3. RECENT FISCAL ACTIVITY (CONT'D)

TABLE 5.
PLAN FISCAL ACTIVITY: FIVE YEARS

ITEM	AMOUNT IN YEAR ENDING IN							
ITEM	2017	2016	2015	2014	2013			
Income Contributions	\$372,162.*	\$313,972.*	\$1,672,856.*	\$ 448,105.	\$ 537,508.*			
Investment Yield	3,047,382.	1,667,815.	357,609.	2,156,192.	3,269,048.			
Total	3,419,544.	1,981,787.	2,030,465.	2,604,297.	3,806,556.			
Expenses								
Benefits	2,008,733.	1,922,127.	1,784,668	1,648,855.	1,488,839.			
Administration Expenses	566,983.	1,072,943.	437,475.	410,082.	402,677.			
Total	2,575,716.	2,995,070.	2,222,143.	2,058,937.	1,891,516.			
Net Operating Surplus	843,828.	-1,013,283.	-191,678.	545,360.	1,915,040.			
Year-End Market Value Assets	23,358,244.	22,514,416.	23,527,699.	23,719,377.	23,174,017.			
Year-End Actuarial Value Assets	22,556,683.	23,394,115.	24,863,340.	24,254,600.	24,467,038.			

<sup>\*</sup> In addition, employer withdrawal liability payments may be included.

## SECTION 3. RECENT FISCAL ACTIVITY (CONT'D)

TABLE 6.
MATHEMATICAL ANALYSIS OF PLAN INVESTMENT YIELD: FIVE YEARS

AMOUNT IN YEAR ENDING IN						
2017	2016	2015	2014	2013		
\$22,514,416.	\$23,527,699.	\$23,719,377.	\$23,174,017.	\$21,258,977.		
23,358,244.	22,514,416.	23,527,699.	23,719,377.	23,174,017.		
-2,203,554.	-2,681,098.	-549,287.	-1,610,832.	-1,354,008.		
21,412,639.	22,187,150.	23,444,734.	22,368,601.	20,581,973.		
3,047,382.	1,667,815.	357,609.	2,156,192.	3,269,048.		
14.23%	7.52%	1.53%	9.64%	15.88%		
	\$22,514,416. 23,358,244. -2,203,554. 21,412,639. 3,047,382.	2017 2016 \$22,514,416. \$23,527,699. 23,358,244. 22,514,416. -2,203,5542,681,098. 21,412,639. 22,187,150. 3,047,382. 1,667,815.	2017       2016       2015         \$22,514,416.       \$23,527,699.       \$23,719,377.         23,358,244.       22,514,416.       23,527,699.         -2,203,554.       -2,681,098.       -549,287.         21,412,639.       22,187,150.       23,444,734.         3,047,382.       1,667,815.       357,609.	2017       2016       2015       2014         \$22,514,416.       \$23,527,699.       \$23,719,377.       \$23,174,017.         23,358,244.       22,514,416.       23,527,699.       23,719,377.         -2,203,554.       -2,681,098.       -549,287.       -1,610,832.         21,412,639.       22,187,150.       23,444,734.       22,368,601.         3,047,382.       1,667,815.       357,609.       2,156,192.		

## SECTION 4. ACTUARIAL STATUS

#### ACTUARIAL FUNDING METHOD

We have employed the "accrued benefit unit credit" cost method in establishing the normal cost and actuarial accrued liability for the participants.

The reason that we have used this method, and recommend its continued use, is that it is intended to compare annual costs to the current contributions.

#### NORMAL COST

In this method an active participant's pension benefit earned for the current fiscal year is determined on a present value basis. This current pension cost is an annual cost (called the "normal cost" in this method). Normal costs are levied for active participants only.

#### ACTUARIAL ACCRUED LIABILITY

One of the calculations made in the course of the actuarial valuation is the estimate of the plan's "actuarial accrued liability" on the valuation date. In general, this term means the present worth, expressed in a single sum, of the benefits yet to be paid, for each of the three major classes of plan participants:

- 1. those already receiving pension benefits;
- 2. those who have separated from active service, are vested in their accrued benefits, are still living, and are not yet receiving pension benefits; and
- 3. those who are in active service in employment covered by the plan.

The benefits taken into account in calculating the pensioned and the separated vested participants' liabilities are those which are already accrued by the valuation date.

The results of our calculation of the plan's actuarial accrued liability as of the current valuation date are shown in Table 7.

## **LIABILITIES - CONTINUING STATUS**

The following table contains an analysis of the plan's actuarial accrued liability as of 1/1/2018 and the preceding four plan years.

TABLE 7.
ACTUARIAL ACCRUED LIABILITY: AT START OF FIVE YEARS

ITEM	1/1/2018	1/1/2017	1/1/2016	1/1/2015	1/1/2014
Pensioner Liability	\$16,127,015.	\$15,470,141.	\$14,671,695.	\$14,034,722.	\$12,740,393.
Separated Vested Liability	14,191,170.	13,830,685.	14,026,918.	12,020,416.	11,901,997.
Active Liability	7,516,276.	7,220,280.	6,034,396.	7,522,432.	7,553,340.
Total Actuarial Accrued Liability	37,834,461.	36,521,106.	34,733,009.	33,577,570.	32,195,730.
Assets	22,556,683.	23,394,115.	24,863,340.	24,254,600.	24,467,038.
Unfunded Actuarial Accrued Liability	15,277,778.	13,126,991.	9,869,669.	9,322,970.	7,728,692.

### CHANGE IN UNFUNDED ACTUARIAL ACCRUED LIABILITY

The amount by which the actuarial accrued liability exceeds the plan assets on the valuation date is also shown in Table 7. In a well-funded plan future employer contributions are anticipated to amortize this "unfunded actuarial accrued liability" over a reasonable period of time.

There are a number of factors that can operate to influence the change in the size of the plan's unfunded actuarial accrued liability from one actuarial valuation to the next. The following is a description of the particular factors that could have such an influence in the plan:

#### Contribution

When the plan's contributions exceed the plan's normal cost, the excess is applied toward reducing the plan's unfunded actuarial accrued liability.

During the plan year ending 2017, there was no such excess.

## Plan Change

When a change in benefits takes place, an increase or decrease in the plan's unfunded actuarial accrued liability and other costs may take place.

No plan change has been made since the 1/1/2017 valuation.

## Change in Assumptions

When experience, or other factor, calls for a change in assumptions, at the time such a change is made an increase or decrease in the plan's liability and other costs may take place.

No change in actuarial assumptions has been made since the 1/1/2017 valuation.

### Change in Actuarial Method

When a change in actuarial method takes place, an increase or decrease in the plan's liability and other costs may take place.

No change in actuarial method has been made since the 1/1/2017 valuation.

## Actuarial Gain or Loss

The assumptions underlying the actuarial valuation are just that, i.e. estimates as to economic and demographic experience in the future. Although an attempt is made to choose each assumption on a reasonable basis, it is sufficient that the <u>combined</u> <u>set</u> of assumptions be reasonably related to the experience of the plan and its expectations and represent our best estimate of future experience.

During the year ending 2017, there was an actuarial loss.

## Summary of Factors

Table 8. shows the details of the change in the unfunded actuarial accrued liability of the plan between 1/1/2017 and 1/1/2018.

Local 1783 I.B.E.W.

# TABLE 8. DETAILS OF CHANGE IN UNFUNDED ACTUARIAL ACCRUED LIABILITY FROM 1/1/2017 TO 1/1/2018

ITEM NO.	DESCRIPTION	AMOUNT
1.	Unfunded Actuarial Accrued Liability On 1/1/2017	\$ 13,126,991.
2.	Increase Due to Normal Costs in Excess Of Contributions	1,506,156.
3.	Change Due to Change in Benefits	0.
4.	Change Due to Change in Assumptions	0.
5.	Change Due to Change in Actuarial Method	0.
6.	Increase Due to Actuarial Loss	644,631.
7.	Increase in Unfunded Actuarial Accrued Liability (Items 2 through 6.)	2,150,787.
8.	Unfunded Actuarial Accrued Liability On 1/1/2018	15,277,778.

Local 1783 I.B.E.W.

## AMORTIZATION OF UNFUNDED ACTUARIAL ACCRUED LIABILITY

Table 9 contains our analysis of how future employer contributions will be used. Note that a portion of such contributions will be used for the normal costs of the plan and the balance will be used to amortize the plan's unfunded actuarial accrued liability.

In this plan the amount of the annual employer contributions does not cover the annual normal cost of the plan. The consequence is that the existing assets are invaded to make up the difference. The anticipated drain will eventually reduce assets to a level that will be below the plan's actuarial accrued liability. Beyond that point, the plan's actuarial position will deteriorate.

The plan's current unfunded actuarial accrued liability is currently not funded.

#### ACTUARIAL PRESENT VALUE OF ACCUMULATED PLAN BENEFITS

One of the components of the actuarial accrued liability displayed in Table 7 is the actuarial present value of the benefits earned to date.

A comparison of assets with the actuarial present value of accumulated plan benefits provides another measure of the funded status of the plan, sometimes referred to as the "benefit security" ratio. The actuarial present value of accumulated plan benefits is the liability, based on only mortality and interest rate assumptions, for just the pension benefits that have been earned on the basis of each participant's service history as of the valuation date. Ancillary benefits for active participants are not included in this liability.

Table 10 portrays the present value of all participants' earned benefits as of 1/1/2018 and for comparison purposes those as of the preceding four years.

## CHANGE IN ACTUARIAL PRESENT VALUE OF ACCUMULATED PLAN BENEFITS

There are a number of factors which affect the change in the size of the actuarial present value of accumulated plan benefits from one actuarial valuation to the next. Table 8.depicts the effects of each of these factors. This information may be of particular interest to the plan's auditor.

## **ESTIMATE FOR FUTURE**

The following is our estimate of the future annual fiscal activity of the plan as of 1/1/2018.

TABLE 9. FUTURE ANNUAL FISCAL ACTIVITY: ONE YEAR

	1/1/2018		
ITEM	AMOUNT	AVERAGE DOLLARS PER WEEK	
Employer Contributions Normal Cost	\$372,162.	\$82.56	
Pension Service	426,552.	94.62	
Administration	450,000.	99.82	
Total	876,552.	194.44	
Annual Shortfall	504,390.	111.18	
Years to Full Funding	N/A		

Local 1783 I.B.E.W.

TABLE 10.
PRESENT VALUE OF ACCUMULATED PLAN BENEFITS: AT START OF FIVE YEARS

	ACTUARIAL PRESENT VALUE				
ITEM	1/1/2018	1/1/2017	1/1/2016	1/1/2015	1/1/2014
Vested Benefits Pensioned Separated Vested Active Total	\$16,127,015. 14,191,170. 7,398,736. 37,716,921.	\$15,470,141. 13,830,685. 7,073,398. 36,374,224.	\$14,671,695. 14,026,918. 5,894,897. 34,593,510.	\$14,034,722. 12,020,416. 7,303,269. 33,358,407.	\$12,740,393. 11,901,997. 7,414,033. 32,056,423.
Market Value of Assets	23,358,244.	22,514,416.	23,527,699.	23,719,377.	23,174,017.
Ratio of Assets to Present Value of Vested Benefits	62%	62%	68%	71%	72%
Non-Vested Benefits	117,536.	146,882.	139,499.	219,163.	139,307.
Present Value of Total Benefits	37,834,457.	36,521,106.	34,733,009.	33,577,570.	32,195,730.

# TABLE 11. DETAILS OF CHANGE IN ACTUARIAL PRESENT VALUE OF ACCUMULATED PLAN BENEFITS FROM 1/1/2017 TO 1/1/2018

ITEM NO.	DESCRIPTION	AMOUNT
1.	Actuarial Present Value of Accumulated Plan Benefits On 1/1/2017	\$ 36,521,106.
2.	Increase (Including Benefits Accumulated and the Effect of Non-Investment Experience and Retirements)	725,788.
3.	Decrease Due to Benefits Paid	-2,008,733.
4.	Change Due to Change in Benefits	0.
5.	Change Due to Change in Assumptions	0.
6.	Increase Due to Decrease in Discount Period	2,596,296.
7.	Increase in Actuarial Present Value of Accumulated Plan Benefits (Items 2 through 6)	1,313,351.
8.	Actuarial Present Value of Accumulated Plan Benefits On 1/1/2018	37,834,457.

Local 1783 I.B.E.W.

## **ASSUMPTIONS**

We suggest and have used in this valuation the following assumptions:

- 1. MORTALITY. The mortality table we have employed in this valuation is the 1983 Group Annuity Mortality Table.
- 2. INVESTMENT YIELD FOR VALUATION PURPOSES. We have assumed that the plan funds will earn 7.25% annual compound interest in the future.
- 3. INVESTMENT YIELD FOR THE PURPOSES OF ACCUMULATED PLAN BENEFITS AND EMPLOYER WITHDRAWAL LIABILITY. The pertinent assumptions are the same as those used for basic valuation.
- 4. TURNOVER. We have assumed that no terminations of employment, other than death, disability or pension, will occur in the future.
- 5. FUTURE WORK YEAR. We have assumed that each active participant will work 49 weeks of pension service in each year in the future.
- 6. AGE AT PENSION. We have assumed that each active and separated vested participant will elect pension at age 65, or when eligible, if later.
- 7. ADMINISTRATION EXPENSES. We have assumed \$450,000. will be the annual cost of administration.
- 8. NUMBER OF ACTIVE PARTICIPANTS. We have assumed that the number of active participants will remain constant from here forward with replacements being made immediately upon pension, death or disability.

## SECTION 5. EMPLOYER WITHDRAWAL LIABILITY

For purposes of "employer withdrawal liability" under the Multiemployer Pension Plan Amendments Act of 1980 we have made a calculation of the value of unfunded vested benefits as of the end of the plan year.

The pertinent assumptions are the same as those we have used for the basic actuarial valuations themselves for determining the present value of accumulated plan benefits. In addition, for this purpose, assets are valued at market value. The following table shows the results of this calculation. When the value of unfunded vested benefits is less than zero, it is treated as zero for employer withdrawal liability calculations.

TABLE 12.

VALUE OF UNFUNDED VESTED BENEFITS FOR EMPLOYER WITHDRAWAL LIABILITY PURPOSES

	UNFUNDED VESTED LIABILITY
	FOR EMPLOYER WITHDRAWAL
DATE	LIABILITY CALCULATIONS
12/31/09	\$ 9,280,643.
12/31/10	11,248,064.
12/31/11	9,184,902.
12/31/12	9,184,902.
12/31/13	8,882,406.
12/31/14	9,969,030.
12/31/15	11,065,811.
12/31/16	13,859,808.
12/31/17	14,353,677.

The valuation indicates that if an employer "withdrew" from the plan during the 12-month period starting 1/1/2018, the Trustees would have to make a study to determine if they were entitled to seek any employer withdrawal liability.

## SECTION 6. FEDERAL MINIMUM FUNDING REQUIREMENTS

#### MINIMUM FUNDING STANDARD

In an effort to minimize the likelihood of plan termination at a time when the assets of the pension fund are not sufficient to provide for the vested benefits, each pension plan must satisfy minimum funding requirements that will be established when the pension plan comes under coverage of the Employee Retirement Income Security Act (ERISA). In the case of the Local 1783 I.B.E.W Pension Plan, this means that the minimum funding requirement was required to be observed for the first time for the year beginning 1/1/76.

Essentially, on a cumulative basis, the amounts that are required to be paid to the plan in order to meet this standard are the sum of the following:

- A. the normal cost of the plan for the year;
- B. the amount necessary to fund the unfunded actuarial accrued liability as of the date on which the plan must first comply with this section of ERISA, over a period of 40 years (over 10 years currently);
- C. any net increase in unfunded liability that arises from a plan amendment made after 1/1/76, funded over 40 years (over 30 years for plan amendments adopted through 12/31/2007 and 10 years currently);
- D. any net experience loss occurring after 1/1/76, funded over 20 years (over 15 years for a loss occurring currently);
- E. any loss resulting from a change in actuarial assumptions made after 1/1/76, funded over 30 years (10 years currently);
- F. any waived funding deficiency occurring after 1/1/76, funded over 15 years.

In the event that, on a cumulative basis, there is a deficiency in this funding, the employers contributing are required, in effect, to make it up immediately unless a waiver is secured.

#### COMPLIANCE WITH REQUIREMENTS

The plan's enrolled actuary must certify, to government agencies, annually, whether or not the plan satisfies these requirements. The following table portrays recent activity in the funding standard account.

## SECTION 6. FEDERAL MINIMUM FUNDING REQUIREMENTS (CONT'D)

TABLE 13. FUNDING STANDARD ACCOUNT

YEAR	CONTRIBUTIONS (& OTHER CREDITS) FOR YEAR	CHARGES FOR YEAR	EXCESS FOR YEAR	ACCUMULATED SURPLUS IN FUNDING STANDARD ACCOUNT AT END OF YEAR
1994	1,055,917.	1,027,600.	28,317.	1,963,573.
1995	1,146,764.	1,144,092.	2,672.	1,966,245.
1996	1,242,124.	1,172,199.	69,925.	2,036,170.
1997	1,330,534.	1,146,413.	184,121.	2,220,291.
1998	1,584,812.	1,306,396.	278,416.	2,498,707.
1999	1,919,945.	1,319,573.	600,372.	3,099,079.
2000	1,752,164.	1,432,585.	319,579.	3,418,658.
2001	1,911,027.	1,930,097.	-19,070.	3,399,588.
2002	1,883,587.	2,481,898.	-598,311.	2,801,277.
2003	2,457,066.	2,784,816.	-327,750.	2,473,527.
2004	2,538,832.	2,764,877.	-226,045.	2,247,482.
2005	2,458,951.	2,690,819.	-231,868.	2,015,614.
2006	2,480,509.	2,747,382.	2,747,382266,873. 1,7	
2007	2,565,489.	2,848,586.	-283,097.	1,465,644.
2008	2,658,925.	3,055,182.	-396,257.	1,069,387.
2009	2,920,882.	3,494,663.		
2010	2,972,729.	3,426,304.	-453,575.	42,031.
2011	2,695,532.	3,290,894.	-595,362.	553,331.
2012	5,950,031	3,003,826.	2,946,205.	3,499,536.
2013	2,859,645.	3,330,976.	-471,331.	3,028,205.
2014	2,824,373.	3,389,145.	-564,772.	2,463,433.
2015	2,905,081.	3,227,703322,622. 2,1		2,140,811.
2016	2,783,236.	3,180,054.		
2017	566,815.	3,169,339.	-2,602,524.	<b>-</b> 859,531.

# SUMMIT ACTUARIAL SERVICES, LLC

115 N. Church Street Moorestown, New Jersey 08057 856.234.8801

To: Trustees,

Local 1783 I.B.E.W Pension Plan

Re: Actuarial Certification

This is to certify that we have performed an actuarial valuation of the Local 1783 I.B.E.W. Pension Plan as of January 1, 2018 based upon the rules and regulations in effect on such date.

A summary of the results of that valuation is attached.

Frank Iannucci, MSPA, MAAA Enrolled Actuary No. 17-05241

## SECTION 7. ACTUARIAL CERTIFICATION (CONT'D)

## LOCAL 1783 I.B.E.W. PENSION PLAN SUMMARY

**ACTUARIAL VALUATION: 1/1/2018** 

1. Number of Participants Included:

 1.1 Pensioner
 301

 1.2 Separated Vested:
 499

 1.3 Active:
 92

 1.4 Total:
 892

2. Actuarial Accrued Liability:

 2.1 Pensioner:
 \$16,127,015.

 2.2 Separated Vested:
 14,191,170.

 2.3 Active:
 7,516,276.

 2.4 Total:
 37,834,461.

3. Actuarial Value of Assets: \$22,556,683.

4. Unfunded Actuarial Accrued Liability: 15,277,778.

5. Estimate for Future:

5.1 Estimated Annual Contributions to Plan:
5.2 Normal Costs:
5.3 Annual Shortfall:
504,390.

6. Major Assumptions:

6.1 Interest: 7.25%

6.2 Mortality: 1983 Group Annuity Mortality Table

6.3 Turnover: none 6.4 Disability: none 6.5 Future Work Year: 49 weeks

6.6 Age at Pension: age 65, or when eligible, if later

6.7 Administration Expenses: \$450,000. annually

7. Costing Method: Accrued Benefit Unit Credit

8. Asset Valuation Method: Actuarial Value

#### March 30, 2018

Internal Revenue Service Employee Plans Compliance Unit Group 7602 (SE:TEGE:EP) Room 1700 - 17th Floor 230 S. Dearborn Street Chicago, IL 60604

Re: Annual Certification - Pension Protection Act of 2006 (PPA)

#### Plan Identification

Local 1783 I.B.E.W. Pension Plan EIN 13-1889643 Board of Trustees 84 Business Park Drive, Suite 202 Armonk, NY 10504

Telephone Number: 914-948-3771

This certification is being made for the plan year January 1, 2018 through December 31, 2018.

### **Enrolled Actuary Certification**

Frank lannucci, MAAA, MSPA Enrolled Actuary Number: 17-05241 Telephone Number: 609-575-6805

Summit Actuarial Services, LLC 115 N. Church Street, 3rd Floor Moorestown, NJ 08057

/ (1: 11/

Actuary's Signature

Information on Plan Status

The Local 1783 Pension Fund is in critical status. Based on a seven-year projection of the actuarial value of assets and the present value of accumulated benefits, the Plan is projected to be at least 75% funded as of January 1, 2018 but is projected to have an accumulated funding deficiency in the next two fiscal years.

Projections are based on reasonable actuarial assumptions and methods that offer the best estimate of the anticipated experience under the plan. Projections reflect both the most recent asset value and present value of accumulated benefits available and also reflect reasonably anticipated employer contributions for the current and succeeding plan years. Actuarial assumptions and methods used in the projections are the same as those used in the prior valuation. Actual results will vary due to differences between actual plan experience and that anticipated in the projections.

# LOCAL 1783 I.B.E.W. PENSION PLAN

**ACTUARIAL VALUATION REPORT** 

**EFFECTIVE JANUARY 1, 2019** 

# SUMMIT ACTUARIAL SERVICES, LLC

115 N. Church Street Moorestown, New Jersey 08057 856.234.8801

To: Trustees,

Local 1783 I.B.E.W. Pension Plan

Re: Report on Actuarial Valuation of Plan as of January 1, 2019

Date: February 2020

The following is our report to you dealing with the actuarial valuation we have made of the Local 1783 I.B.E.W. Pension Plan as of January 1, 2019.

#### **Actuarial Status**

We have subjected the plan to measurement by several yardsticks. These tests and results are:

- 1. Benefit security ratio: 54%. (56% using the criteria under the Pension Protection Act)
- 2. Management of unfunded actuarial accrued liability: the plan does not fund under the current contribution rates.
- 3. Compliance with federal minimum funding requirements: no surplus but the Fund implemented a reasonable measures rehabilitation plan.
- 4. Unfunded vested liability for employer withdrawal liability purposes: \$17,993,025.
- 5. Compliance with federal tax deductibility limits for expected employer contributions for 2019.

We appreciate the opportunity to have made this study for you. We are available to discuss possible options. If there are items that you would like included in future reports, please do not hesitate to contact us.

Sincerely,

Frank Iannucci, MAAA, EA Enrolled Actuary Jane A. Flanagan, CEBS, MS, MA Actuarial Consultant

## **CONTENTS**

SECTION	DESCRIPTION	PAGE
SECTION 1.	INTRODUCTION	1
SECTION 2.	PLAN DESCRIPTION	2
SECTION 3.	RECENT FISCAL ACTIVITY	8
SECTION 4.	ACTUARIAL STATUS	11
SECTION 5.	EMPLOYER WITHDRAWAL LIABILITY	21
SECTION 6.	FEDERAL MINIMUM FUNDING REQUIREMENTS	22
SECTION 7.	ACTUARIAL CERTIFICATION	24

## **TABLES**

TABLE	DESCRIPTION	PAGE
1.	PLAN PROVISIONS	2
2.	BENEFIT ELIGIBILITY	5
3.	CENSUS OF ACTIVE PARTICIPANTS	6
4.	RECONCILIATION OF PARTICIPANT DATA	7
5.	PLAN FISCAL ACTIVITY: FIVE YEARS	9
6.	MATHEMATICAL ANALYSIS OF PLAN INVESTMENT YIELD: FIVE YEARS	10
7.	ACTUARIAL ACCRUED LIABILITY: FIVE YEARS	12
8.	DETAILS OF CHANGE IN UNFUNDED ACTUARIAL ACCRUED LIABILITY FROM 1/1/2018 TO 1/1/2019	15
9.	FUTURE ANNUAL FISCAL ACTIVITY: ONE YEAR	17
10.	PRESENT VALUE OF ACCUMULATED PLAN BENEFITS: FIVE YEARS	18
11.	DETAILS OF CHANGE IN ACTUARIAL PRESENT VALUE OF ACCUMULATED PLAN BENEFITS FROM 1/1/2018 TO 1/1/2019	19
12.	VALUE OF UNFUNDED VESTED BENEFITS FOR EMPLOYER WITHDRAWAL LIABILITY PURPOSES	21
13.	FUNDING STANDARD ACCOUNT	23

## SECTION 1. INTRODUCTION

#### PURPOSE OF ACTUARIAL VALUATION

The valuation of the pension plan is intended to reveal the relationship between the plan's liabilities and its assets so that the Trustees can be made aware of how well they are performing the task of using pension plan monies for the maximum membership benefits with reasonable assurance that such benefits will, indeed, be provided. The valuation lets the Trustees know if a modification in the plan's benefits is called for when matched against the developing experience of the entire program.

#### **SPONSORSHIP**

The valuation was sponsored by the Trustees. The valuation and this report were directed by Frank lannucci, a member of the American Academy of Actuaries and the Society of Pension Actuaries. He is also the plan's "enrolled actuary" (retained in compliance with ERISA).

#### **EFFECTIVE DATE**

The effective date of the valuation is January 1, 2018; the effective date of the data provided to our firm is the same. Actuarial valuations are performed annually.

#### **ACCOUNTING BASIS**

The accounting basis employed in this report is, unless specifically stated otherwise, the "accrual" basis employed by the plan's independent auditor.

#### ASSET VALUATION METHOD

Assets are valued using an actuarial method that spreads investment gains and losses over a five-year period.

## INVESTMENT YIELD CALCULATION METHOD

Investment yield is shown on the "total return" basis which includes the effect of appreciation or depreciation in the value of the plan's assets, whether realized or not.

#### ROUNDING

In some tables in this report details may not add to the total (or subtotal) shown due to rounding.

#### "YEAR"

Plan records are kept on a "plan year" basis. The plan year is the 12 consecutive month period that starts with January 1st and ends with the following December 31th. In this report, when a calendar year is associated with a plan year in a column heading or otherwise, the calendar year designation refers to the plan year ending within that calendar year. For example, "2018" refers to the plan year ending 12/31/2018.

## SECTION 2. PLAN DESCRIPTION

## **IN GENERAL**

The plan is funded through employer contributions and investment yield on the plan funds.

Coverage is afforded participants working in the Local 1783 jurisdiction for employers with collective bargaining agreements providing for contributions to the plan.

## **PLAN PROVISIONS**

A summary of the major plan provisions in effect as of 1/1/2019 is contained in Table 1.

## TABLE 1. PLAN PROVISIONS

Pension Service:						
Time Period	Years of Pension Service Earned					
Past and Future	one fifty-second of a year for each week worked in covered employment					
No more than one year of p	ension service may be earned in a year.					

Vesting Service:						
Time Period	Years of Vesting Service Earned					
Prior To 1976	one year for each year in which at least 1,000 hours of pension service is earned					
After 1975	one year for each year in which at least 1,000 hours of vesting service (i.e., pension service and/or related service) is earned					

Eligibility for Benefits:		
Type of Benefit	Age Requirement	Service Requirement
Participation	None	either ten weeks of pension service during a plan year or 1,000 hours of vesting service during 12 consecutive months
Normal Pension	65	five years of vesting service or five years of continuous plan participation
Early Pension	62	ten years of pension service and ten years of vesting service
Disability Pension	at least age 45 and under age 65	recently active at start of disability, ten years of pension service, ten years of vesting service and receiving Social Security disability benefit
Pre-Pension Lump Sum Death	none	one month in covered employment
Post-Pension Lump Sum Death	none	receiving pension payments
Pre-Pension Surviving Spouse Pension	none	vested and married for one year
Vesting	none	five years of vesting service

Benefits:	Benefits:								
Туре	Amount Duration								
Normal Pension	a monthly pension equal to 4.00% of all pension contributions made to the plan after 1986 (for pension service earned after December 31, 2010 based on contribution rate in effect on May 31, 2010) plus \$22.00 for each year of pension service earned prior to 1987 (with a minimum accrual rate after 1986 of \$22.00 per year of pension service)	life, minimum guaranteed 60 months							

TABLE 1. (CONT'D) PLAN PROVISIONS

Benefits (Cont'd):		
Туре	Amount	Duration
Early Pension	same as normal but reduced 1/2 of 1% for each month prior to age 65, with the following exceptions:	life, minimum guaranteed 60 months
	if the participant has at least 30 years of pension service, there will be no reduction; and	
	2) if the participant has at least 25, but less than 30, years of pension service, the reduction will be 1/4 of 1% for each month prior to the normal pension date	
Disability Pension	50% of normal pension	to death, age 65, or recovery, whichever is earliest
Pre-Pension Lump Sum Death	\$5,000. less pension payments received up to the time of death	lump sum
Post-Pension Lump Sum Death	\$1,000. less pension payments received up to the time of death	lump sum
Surviving Spouse Pension	married couple benefit	life of spouse

Options at Normal and Early Pension Age:							
Type Amount Duration							
Life With 60 Months Minimum	same as normal	life, minimum guaranteed 60 months					
Married Couple	actuarially reduced with 50% payable to surviving spouse	life of both pensioner and spouse					

## **PARTICIPANTS**

It is important to remember that the plan has a liability for those already receiving benefits and also a liability for the earned pensions of those participants who are not yet on pension.

As of January 1, 2019, there were 312 pensioners, 96 active participants and 484 separated vested participants included in the valuation.

Table 2. indicates how many of the active participants are currently eligible for the several types of benefits in the plan, based on pension service earned as of 12/31/2018.

TABLE 2.
BENEFIT ELIGIBILITY: ACTIVE PARTICIPANTS AT 1/1/2019

TYPE OF BENEFIT	NUMBER ELIGIBLE	NUMBER NOT ELIGIBLE
Normal Pension	4	92
Early Pension	13	83
Disability Pension	47	49
Vesting	65	31
Lump Sum Death Benefit	96	0
Surviving Spouse Pension	65	31

The average age of the active participants as of 1/1/2019 is 49 years, their average accrued pension service is 14 years.

## **CENSUS OF ACTIVE PARTICIPANTS**

Table 3. depicts the active participants as of 1/1/2019.

TABLE 3.
CENSUS OF ACTIVE PARTICIPANTS

AGE GROUP	YEARS OF PENSION SERVICE TO 12/31/2018									
	0-4	5-9	10-14	15-19	20-24	25-29	30-34	35-39	40 & OVER	TOTAL
20-24	4									4
25-29	4	1								5
30-34	4	2								6
35-39	4	3		1						8
40-44	4	1	3	3	1					12
45-49	2	1	1	2	2					8
50-54	4	0	0	3	2		2	1	1	13
55-59	3	2	1	0	3	2	7	2	2	22
60-64	2		2	2	3	2	1	1	1	14
65-69				1	3					4
70-74										
Total	31	10	7	12	14	4	10	4	4	96

## RECONCILIATION OF PARTICIPANT DATA

The accuracy of an actuarial valuation is dependent upon the accuracy of the participant data used to generate the liability and future income estimates. In an effort to ensure reliability and consistency between valuations, we have performed a reconciliation consisting of an accounting for all the exits from, and entries into, each of the three participant groups (actives, separated vesteds and pensioners) as well as for the participant group as a whole.

Table 4 depicts the results of this reconciliation between 1/1/2018 and 1/1/2019.

TABLE 4.
RECONCILIATION OF PARTICIPANT DATA BETWEEN 1/1/2018 AND 1/1/2019

		VALUATION GROUP					
ITEM	ACTIVE PARTICIPANTS	SEPARATED VESTED PARTICIPANTS	PENSIONED PARTICIPANTS AND BENEFICIARIES	ALL PARTICIPANTS			
Included In 1/1/2018 Actuarial Valuation	92	499	301	892			
Died:     (a) With Entitled Spouse     (b) Without Entitled Spouse     (c) Period Certain Ended		1	10	11			
3. Retired	2	19		21			
4 Return to Active							
<ul><li>5. Left Valuation Group for Other Reasons:</li><li>(a) With Vested Benefits</li><li>(b) Without Vested Benefits</li><li>(c) 70.5 Pensioners</li></ul>	5 4			5 4			
6 New Entrants to Valuation Group	<u>15</u>	<u>5</u>	<u>21</u>	41			
7. As Reported In 1/1/2019 Actuarial Valuation:							
(1)-(2)-(3)+(4)-(5)+(6)	96	484	312	892			

## SECTION 3. RECENT FISCAL ACTIVITY

#### **OPERATING RESULTS**

Table 5. portrays the fiscal activity of the pension plan during the last five years.

## **INVESTMENT RESULTS**

Managing the plan assets is an important responsibility of the Trustees. The assets are in various types of investments.

Table 6. shows the market value investment yield results for the last five years. The method used in determining this figure is to divide the investment yield by the investment base. The investment base is the beginning-of-the-year balance plus 1/2 of the net capital additions (consisting of employer contributions less benefit payments and administration expenses). Investment fees are not considered administration expenses but, rather, a reduction in the investment yield.

### CONTRIBUTIONS

The sources of capital for the plan are the employer contributions. These are required to be made by employers who hire members of the bargaining unit in positions that call for contributions to the pension plan in accordance with the terms of collective bargaining agreements between such employers and the union or Pension Fund. There are several rates of contributions in effect (and these change from time to time).

## SECTION 3. RECENT FISCAL ACTIVITY (CONT'D)

TABLE 5.
PLAN FISCAL ACTIVITY: FIVE YEARS

ITCM	AMOUNT IN YEAR ENDING IN					
ITEM	2018	2017	2016	2015	2014	
Income Contributions	\$253,113.* -329,921. -76,808.	\$372,162.* 3,047,382. 3,419,544.	\$313,972.* 1,667,815. 1,981,787.	\$1,672,856.* 357,609. 2,030,465.	\$ 448,105. 2,156,192. 2,604,297.	
Expenses Benefits Administration Expenses Total	2,090,010. 400,174. 2,490,184.	2,008,733. 566,983. 2,575,716.	1,922,127. 1,072,943. 2,995,070.	1,784,668 437,475. 2,222,143.	1,648,855. 410,082. 2,058,937.	
Net Operating Surplus	-2,566,992.	843,828.	-1,013,283.	-191,678.	545,360.	
Year-End Market Value Assets	20,791,252.	23,358,244.	22,514,416.	23,527,699.	23,719,377.	
Year-End Actuarial Value Assets	21,692,841.	22,556,683.	23,394,115.	24,863,340.	24,254,600.	

<sup>\*</sup> In addition, employer withdrawal liability payments may be included.

## SECTION 3. RECENT FISCAL ACTIVITY (CONT'D)

TABLE 6.
MATHEMATICAL ANALYSIS OF PLAN INVESTMENT YIELD: FIVE YEARS

AMOUNT IN YEAR ENDING IN					
2018	2017	2016	2015	2014	
\$23,358,244.	\$22,514,416.	\$23,527,699.	\$23,719,377.	\$23,174,017.	
20,791,252.	23,358,244.	22,514,416.	23,527,699.	23,719,377.	
-2,237,071.	-2,203,554.	-2,681,098.	-549,287.	-1,610,832.	
22,239,709.	21,412,639.	22,187,150.	23,444,734.	22,368,601.	
-329,921.	3,047,382.	1,667,815.	357,609.	2,156,192.	
-1.48%	14.23%	7.52%	1.53%	9.64%	
	\$23,358,244. 20,791,252. -2,237,071. 22,239,709. -329,921.	2018 2017 \$23,358,244. \$22,514,416. 20,791,252. 23,358,244. -2,237,0712,203,554. 22,239,709. 21,412,639. -329,921. 3,047,382.	2018       2017       2016         \$23,358,244.       \$22,514,416.       \$23,527,699.         20,791,252.       23,358,244.       22,514,416.         -2,237,071.       -2,203,554.       -2,681,098.         22,239,709.       21,412,639.       22,187,150.         -329,921.       3,047,382.       1,667,815.	2018       2017       2016       2015         \$23,358,244.       \$22,514,416.       \$23,527,699.       \$23,719,377.         20,791,252.       23,358,244.       22,514,416.       23,527,699.         -2,237,071.       -2,203,554.       -2,681,098.       -549,287.         22,239,709.       21,412,639.       22,187,150.       23,444,734.         -329,921.       3,047,382.       1,667,815.       357,609.	

#### SECTION 4. ACTUARIAL STATUS

## **ACTUARIAL FUNDING METHOD**

We have employed the "accrued benefit unit credit" cost method in establishing the normal cost and actuarial accrued liability for the participants.

The reason that we have used this method, and recommend its continued use, is that it is intended to compare annual costs to the current contributions.

#### NORMAL COST

In this method an active participant's pension benefit earned for the current fiscal year is determined on a present value basis. This current pension cost is an annual cost (called the "normal cost" in this method). Normal costs are levied for active participants only.

#### **ACTUARIAL ACCRUED LIABILITY**

One of the calculations made in the course of the actuarial valuation is the estimate of the plan's "actuarial accrued liability" on the valuation date. In general, this term means the present worth, expressed in a single sum, of the benefits yet to be paid, for each of the three major classes of plan participants:

- 1. those already receiving pension benefits;
- 2. those who have separated from active service, are vested in their accrued benefits, are still living, and are not yet receiving pension benefits; and
- 3. those who are in active service in employment covered by the plan.

The benefits taken into account in calculating the pensioned and the separated vested participants' liabilities are those which are already accrued by the valuation date.

The results of our calculation of the plan's actuarial accrued liability as of the current valuation date are shown in Table 7.

## **LIABILITIES - CONTINUING STATUS**

The following table contains an analysis of the plan's actuarial accrued liability as of 1/1/2019 and the preceding four plan years.

TABLE 7.
ACTUARIAL ACCRUED LIABILITY: AT START OF FIVE YEARS

ITEM	1/1/2019	1/1/2018	1/1/2017	1/1/2016	1/1/2015
Pensioner Liability	\$17,059,973.	\$16,127,015.	\$15,470,141.	\$14,671,695.	\$14,034,722.
Separated Vested Liability	14,073,024.	14,191,170.	13,830,685.	14,026,918.	12,020,416.
Active Liability	7,811,581.	7,516,276.	7,220,280.	6,034,396.	7,522,432.
Total Actuarial Accrued Liability	38,944,578.	37,834,461.	36,521,106.	34,733,009.	33,577,570.
Assets	21,692,841.	22,556,683.	23,394,115.	24,863,340.	24,254,600.
Unfunded Actuarial Accrued Liability	17,251,737.	15,277,778.	13,126,991.	9,869,669.	9,322,970.

## CHANGE IN UNFUNDED ACTUARIAL ACCRUED LIABILITY

The amount by which the actuarial accrued liability exceeds the plan assets on the valuation date is also shown in Table 7. In a well-funded plan future employer contributions are anticipated to amortize this "unfunded actuarial accrued liability" over a reasonable period of time.

There are a number of factors that can operate to influence the change in the size of the plan's unfunded actuarial accrued liability from one actuarial valuation to the next. The following is a description of the particular factors that could have such an influence in the plan:

#### Contribution

When the plan's contributions exceed the plan's normal cost, the excess is applied toward reducing the plan's unfunded actuarial accrued liability.

During the plan year ending 2018, there was no such excess.

## Plan Change

When a change in benefits takes place, an increase or decrease in the plan's unfunded actuarial accrued liability and other costs may take place.

No plan change has been made since the 1/1/2018 valuation.

## Change in Assumptions

When experience, or other factor, calls for a change in assumptions, at the time such a change is made an increase or decrease in the plan's liability and other costs may take place.

No change in actuarial assumptions has been made since the 1/1/2018 valuation.

## Change in Actuarial Method

When a change in actuarial method takes place, an increase or decrease in the plan's liability and other costs may take place.

No change in actuarial method has been made since the 1/1/2018 valuation.

## Actuarial Gain or Loss

The assumptions underlying the actuarial valuation are just that, i.e. estimates as to economic and demographic experience in the future. Although an attempt is made to choose each assumption on a reasonable basis, it is sufficient that the <u>combined</u> <u>set</u> of assumptions be reasonably related to the experience of the plan and its expectations and represent our best estimate of future experience.

During the year ending 2018, there was an actuarial loss.

## Summary of Factors

Table 8. shows the details of the change in the unfunded actuarial accrued liability of the plan between 1/1/2018 and 1/1/2019.

# TABLE 8. DETAILS OF CHANGE IN UNFUNDED ACTUARIAL ACCRUED LIABILITY FROM 1/1/2018 TO 1/1/2019

ITEM NO.	DESCRIPTION	AMOUNT
1.	Unfunded Actuarial Accrued Liability On 1/1/2018	\$ 15,277,778.
2.	Increase Due to Normal Costs in Excess Of Contributions	1,750,284.
3.	Change Due to Change in Benefits	0.
4.	Change Due to Change in Assumptions	0.
5.	Change Due to Change in Actuarial Method	0.
6.	Increase Due to Actuarial Loss	223,675.
7.	Increase in Unfunded Actuarial Accrued Liability (Items 2 through 6.)	1,973,959.
8.	Unfunded Actuarial Accrued Liability On 1/1/2019	17,251,737.

## AMORTIZATION OF UNFUNDED ACTUARIAL ACCRUED LIABILITY

Table 9 contains our analysis of how future employer contributions will be used. Note that a portion of such contributions will be used for the normal costs of the plan and the balance will be used to amortize the plan's unfunded actuarial accrued liability.

In this plan the amount of the annual employer contributions does not cover the annual normal cost of the plan. The consequence is that the existing assets are invaded to make up the difference. The anticipated drain will eventually reduce assets to a level that will be below the plan's actuarial accrued liability. Beyond that point, the plan's actuarial position will deteriorate.

The plan's current unfunded actuarial accrued liability is currently not funded.

## ACTUARIAL PRESENT VALUE OF ACCUMULATED PLAN BENEFITS

One of the components of the actuarial accrued liability displayed in Table 7 is the actuarial present value of the benefits earned to date.

A comparison of assets with the actuarial present value of accumulated plan benefits provides another measure of the funded status of the plan, sometimes referred to as the "benefit security" ratio. The actuarial present value of accumulated plan benefits is the liability, based on only mortality and interest rate assumptions, for just the pension benefits that have been earned on the basis of each participant's service history as of the valuation date. Ancillary benefits for active participants are not included in this liability.

Table 10 portrays the present value of all participants' earned benefits as of 1/1/2019 and for comparison purposes those as of the preceding four years.

## CHANGE IN ACTUARIAL PRESENT VALUE OF ACCUMULATED PLAN BENEFITS

There are a number of factors which affect the change in the size of the actuarial present value of accumulated plan benefits from one actuarial valuation to the next. Table 8.depicts the effects of each of these factors. This information may be of particular interest to the plan's auditor.

## **ESTIMATE FOR FUTURE**

The following is our estimate of the future annual fiscal activity of the plan as of 1/1/2019.

TABLE 9. FUTURE ANNUAL FISCAL ACTIVITY: ONE YEAR

	1/1/2019		
ITEM	AMOUNT	AVERAGE DOLLARS PER WEEK	
Employer Contributions	\$253,113.	\$53.81	
Pension Service	443,761.	94.34	
Administration	400,000.	85.03	
Total	843,761.	179.37	
Annual Shortfall	590,648.	125.56	
Years to Full Funding	N	I/A	

TABLE 10.
PRESENT VALUE OF ACCUMULATED PLAN BENEFITS: AT START OF FIVE YEARS

	ACTUARIAL PRESENT VALUE					
ITEM	1/1/2019	1/1/2018	1/1/2017	1/1/2016	1/1/2015	
Vested Benefits						
Pensioned	\$17,059,973.	\$16,127,015.	\$15,470,141.	\$14,671,695.	\$14,034,722.	
Separated Vested	14,073,024.	14,191,170.	13,830,685.	14,026,918.	12,020,416.	
Active	7,651,280.	7,398,736.	7,073,398.	5,894,897.	7,303,269.	
Total	38,784,277.	37,716,921.	36,374,224.	34,593,510.	33,358,407.	
Market Value of Assets	20,791,252.	23,358,244.	22,514,416.	23,527,699.	23,719,377.	
Ratio of Assets to Present Value of						
Vested Benefits	54%	62%	62%	68%	71%	
Non-Vested Benefits	160,301.	117,536.	146,882.	139,499.	219,163.	
Present Value of Total Benefits	38,944,578.	37,834,457.	36,521,106.	34,733,009.	33,577,570.	

TABLE 11.

DETAILS OF CHANGE IN ACTUARIAL PRESENT VALUE
OF ACCUMULATED PLAN BENEFITS FROM 1/1/2018 TO 1/1/2019

ITEM NO.	DESCRIPTION	AMOUNT
1.	Actuarial Present Value of Accumulated Plan Benefits On 1/1/2018	\$ 37,834,457.
2.	Increase (Including Benefits Accumulated and the Effect of Non-Investment Experience and Retirements)	508,617.
3.	Decrease Due to Benefits Paid	-2,090,010.
4.	Change Due to Change in Benefits	0.
5.	Change Due to Change in Assumptions	0.
6.	Increase Due to Decrease in Discount Period	2,691,514.
7.	Increase in Actuarial Present Value of Accumulated Plan Benefits (Items 2 through 6)	1,110,121.
8.	Actuarial Present Value of Accumulated Plan Benefits On 1/1/2019	38,944,578.

## **ASSUMPTIONS**

We suggest and have used in this valuation the following assumptions:

- 1. MORTALITY. The mortality table we have employed in this valuation is the 1983 Group Annuity Mortality Table.
- 2. INVESTMENT YIELD FOR VALUATION PURPOSES. We have assumed that the plan funds will earn 7.25% annual compound interest in the future.
- 3. INVESTMENT YIELD FOR THE PURPOSES OF ACCUMULATED PLAN BENEFITS AND EMPLOYER WITHDRAWAL LIABILITY. The pertinent assumptions are the same as those used for basic valuation.
- 4. TURNOVER. We have assumed that no terminations of employment, other than death, disability or pension, will occur in the future.
- 5. FUTURE WORK YEAR. We have assumed that each active participant will work 49 weeks of pension service in each year in the future.
- 6. AGE AT PENSION. We have assumed that each active and separated vested participant will elect pension at age 65, or when eligible, if later.
- 7. ADMINISTRATION EXPENSES. We have assumed \$400,000. will be the annual cost of administration.
- 8. NUMBER OF ACTIVE PARTICIPANTS. We have assumed that the number of active participants will remain constant from here forward with replacements being made immediately upon pension, death or disability.

## SECTION 5. EMPLOYER WITHDRAWAL LIABILITY

For purposes of "employer withdrawal liability" under the Multiemployer Pension Plan Amendments Act of 1980 we have made a calculation of the value of unfunded vested benefits as of the end of the plan year.

The pertinent assumptions are the same as those we have used for the basic actuarial valuations themselves for determining the present value of accumulated plan benefits. In addition, for this purpose, assets are valued at market value. The following table shows the results of this calculation. When the value of unfunded vested benefits is less than zero, it is treated as zero for employer withdrawal liability calculations.

TABLE 12.

VALUE OF UNFUNDED VESTED BENEFITS FOR EMPLOYER WITHDRAWAL LIABILITY PURPOSES

	UNFUNDED VESTED LIABILITY FOR EMPLOYER WITHDRAWAL		
DATE	LIABILITY CALCULATIONS		
12/31/09	\$ 9,280,643.		
12/31/10	11,248,064.		
12/31/11	9,184,902.		
12/31/12	9,184,902.		
12/31/13	8,882,406.		
12/31/14	9,969,030.		
12/31/15	11,065,811.		
12/31/16	13,859,808.		
12/31/17	14,353,677.		
12/31/18	17,993,025.		

The valuation indicates that if an employer "withdrew" from the plan during the 12-month period starting 1/1/2019, the Trustees would have to make a study to determine if they were entitled to seek any employer withdrawal liability.

## SECTION 6. FEDERAL MINIMUM FUNDING REQUIREMENTS

## MINIMUM FUNDING STANDARD

In an effort to minimize the likelihood of plan termination at a time when the assets of the pension fund are not sufficient to provide for the vested benefits, each pension plan must satisfy minimum funding requirements that will be established when the pension plan comes under coverage of the Employee Retirement Income Security Act (ERISA). In the case of the Local 1783 I.B.E.W Pension Plan, this means that the minimum funding requirement was required to be observed for the first time for the year beginning 1/1/76.

Essentially, on a cumulative basis, the amounts that are required to be paid to the plan in order to meet this standard are the sum of the following:

- A. the normal cost of the plan for the year;
- B. the amount necessary to fund the unfunded actuarial accrued liability as of the date on which the plan must first comply with this section of ERISA, over a period of 40 years (over 10 years currently);
- C. any net increase in unfunded liability that arises from a plan amendment made after 1/1/76, funded over 40 years (over 30 years for plan amendments adopted through 12/31/2007 and 10 years currently);
- D. any net experience loss occurring after 1/1/76, funded over 20 years (over 15 years for a loss occurring currently);
- E. any loss resulting from a change in actuarial assumptions made after 1/1/76, funded over 30 years (10 years currently);
- F. any waived funding deficiency occurring after 1/1/76, funded over 15 years.

In the event that, on a cumulative basis, there is a deficiency in this funding, the employers contributing are required, in effect, to make it up immediately unless a waiver is secured.

#### COMPLIANCE WITH REQUIREMENTS

The plan's enrolled actuary must certify, to government agencies, annually, whether or not the plan satisfies these requirements. The following table portrays recent activity in the funding standard account.

## SECTION 6. FEDERAL MINIMUM FUNDING REQUIREMENTS (CONT'D)

TABLE 13. FUNDING STANDARD ACCOUNT

YEAR	CONTRIBUTIONS (& OTHER CREDITS) FOR YEAR	CHARGES FOR YEAR	EXCESS FOR YEAR	ACCUMULATED SURPLUS IN FUNDING STANDARD ACCOUNT AT END OF YEAR
1994	1,055,917.	1,027,600.	28,317.	1,963,573.
1995	1,146,764.	1,144,092.	2,672.	1,966,245.
1996	1,242,124.	1,172,199.	69,925.	2,036,170.
1997	1,330,534.	1,146,413.	184,121.	2,220,291.
1998	1,584,812.	1,306,396.	278,416.	2,498,707.
1999	1,919,945.	1,319,573.	600,372.	3,099,079.
2000	1,752,164.	1,432,585.	319,579.	3,418,658.
2001	1,911,027.	1,930,097.	-19,070.	3,399,588.
2002	1,883,587.	2,481,898.	-598,311.	2,801,277.
2003	2,457,066.	2,784,816.	-327,750.	2,473,527.
2004	2,538,832.	2,764,877.	-226,045.	2,247,482.
2005	2,458,951.	2,690,819.	-231,868.	2,015,614.
2006	2,480,509.	2,747,382.	-266,873.	1,748,741.
2007	2,565,489.	2,848,586.	-283,097.	1,465,644.
2008	2,658,925.	3,055,182.	-396,257.	1,069,387.
2009	2,920,882.	3,494,663.	-573,781.	495,606.
2010	2,972,729.	3,426,304.	-453,575.	42,031.
2011	2,695,532.	3,290,894.	-595,362.	553,331.
2012	5,950,031	3,003,826.	2,946,205.	3,499,536.
2013	2,859,645.	3,330,976.	-471,331.	3,028,205.
2014	2,824,373.	3,389,145.	-564,772.	2,463,433.
2015	2,905,081.	3,227,703.	-322,622.	2,140,811.
2016	2,783,236.	3,180,054.	-396,818.	1,742,993.
2017	566,815.	3,169,339.	-2,602,524.	- 859,531.
2018	317,149.	2,669,579.	-2,352,430.	-3,211,961

# SUMMIT ACTUARIAL SERVICES, LLC

115 N. Church Street Moorestown, New Jersey 08057 856.234.8801

To: Trustees,

Local 1783 I.B.E.W Pension Plan

Re: Actuarial Certification

This is to certify that we have performed an actuarial valuation of the Local 1783 I.B.E.W. Pension Plan as of January 1, 2019 based upon the rules and regulations in effect on such date.

A summary of the results of that valuation is attached.

Frank Iannucci, MSPA, MAAA Enrolled Actuary No. 17-05241

## SECTION 7. ACTUARIAL CERTIFICATION (CONT'D)

## LOCAL 1783 I.B.E.W. PENSION PLAN SUMMARY

**ACTUARIAL VALUATION: 1/1/2018** 

1. Number of Participants Included:

 1.1 Pensioner
 312

 1.2 Separated Vested:
 484

 1.3 Active:
 96

 1.4 Total:
 892

2. Actuarial Accrued Liability:

 2.1 Pensioner:
 \$17,059,973.

 2.2 Separated Vested:
 14,073,024.

 2.3 Active:
 7,811,581.

 2.4 Total:
 38,944,578.

3. Actuarial Value of Assets: \$21,692,841.

4. Unfunded Actuarial Accrued Liability: 17,251,737.

5. Estimate for Future:

5.1 Estimated Annual Contributions to Plan: 253,113. 5.2 Normal Costs: 843,761. 5.3 Annual Shortfall: 590,648.

6. Major Assumptions:

6.1 Interest: 7.25%

6.2 Mortality: 1983 Group Annuity Mortality Table

6.3 Turnover: none 6.4 Disability: none 6.5 Future Work Year: 49 weeks

6.6 Age at Pension: age 65, or when eligible, if later

6.7 Administration Expenses: \$400,000. annually

7. Costing Method: Accrued Benefit Unit Credit

8. Asset Valuation Method: Actuarial Value

March 30, 2019

Internal Revenue Service Employee Plans Compliance Unit Group 7602 (SE:TEGE:EP) Room 1700 - 17th Floor 230 S. Dearborn Street Chicago, IL 60604

Re: Annual Certification - Pension Protection Act of 2006 (PPA)

#### Plan Identification

Local 1783 I.B.E.W. Pension Plan EIN 13-1889643 Board of Trustees 84 Business Park Drive, Suite 202 Armonk, NY 10504 Telephone Number: 914-948-3771

This certification is being made for the plan year January 1, 2019 through December 31, 2019.

#### **Enrolled Actuary Certification**

Frank lannucci, MAAA, MSPA Enrolled Actuary Number: 17-05241 Telephone Number: 609-575-6805

Summit Actuarial Services, LLC 115 N. Church Street, 3<sup>rd</sup> Floor Moorestown, NJ 08057

Actuary's Signature

Information on Plan Status

The Local 1783 Pension Fund is in critical status. Based on a seven-year projection of the actuarial value of assets and the present value of accumulated benefits, the Plan is projected to be at least 75% funded as of January 1, 2019 but is projected to have an accumulated funding deficiency in the next two fiscal years.

Projections are based on reasonable actuarial assumptions and methods that offer the best estimate of the anticipated experience under the plan. Projections reflect both the most recent asset value and present value of accumulated benefits available and also reflect reasonably anticipated employer contributions for the current and succeeding plan years. Actuarial assumptions and methods used in the projections are the same as those used in the prior valuation. Actual results will vary due to differences between actual plan experience and that anticipated in the projections.

# LOCAL 1783 I.B.E.W. PENSION PLAN

**ACTUARIAL VALUATION REPORT** 

**EFFECTIVE JANUARY 1, 2020** 

# SUMMIT ACTUARIAL SERVICES, LLC

115 N. Church Street Moorestown, New Jersey 08057 856.234.8801

To: Trustees,

Local 1783 I.B.E.W. Pension Plan

Re: Report on Actuarial Valuation of Plan as of January 1, 2020

Date: March 2021

The following is our report to you dealing with the actuarial valuation we have made of the Local 1783 I.B.E.W. Pension Plan as of January 1, 2020.

#### **Actuarial Status**

We have subjected the plan to measurement by several yardsticks. These tests and results are:

- 1. Benefit security ratio: 56%. (52% using the criteria under the Pension Protection Act)
- 2. Management of unfunded actuarial accrued liability: the plan does not fund under the current contribution rates.
- 3. Compliance with federal minimum funding requirements: no surplus but the Fund implemented a reasonable measures rehabilitation plan.
- 4. Unfunded vested liability for employer withdrawal liability purposes: \$17,656,268.
- 5. Compliance with federal tax deductibility limits for expected employer contributions for 2020.

We appreciate the opportunity to have made this study for you. We are available to discuss possible options. If there are items that you would like included in future reports, please do not hesitate to contact us.

Sincerely,

Frank Iannucci, MAAA, EA

**Enrolled Actuary** 

Jane A. Flanagan, CEBS, MS, MA

Jane a. Flanagan

**Actuarial Consultant** 

# **CONTENTS**

SECTION	DESCRIPTION	PAGE
SECTION 1.	INTRODUCTION	1
SECTION 2.	PLAN DESCRIPTION	2
SECTION 3.	RECENT FISCAL ACTIVITY	8
SECTION 4.	ACTUARIAL STATUS	11
SECTION 5.	EMPLOYER WITHDRAWAL LIABILITY	21
SECTION 6.	FEDERAL MINIMUM FUNDING REQUIREMENTS	22
SECTION 7.	ACTUARIAL CERTIFICATION	24

# **TABLES**

TABLE	DESCRIPTION	PAGE
1.	PLAN PROVISIONS	2
2.	BENEFIT ELIGIBILITY	5
3.	CENSUS OF ACTIVE PARTICIPANTS	6
4.	RECONCILIATION OF PARTICIPANT DATA	7
5.	PLAN FISCAL ACTIVITY: FIVE YEARS	9
6.	MATHEMATICAL ANALYSIS OF PLAN INVESTMENT YIELD: FIVE YEARS	10
7.	ACTUARIAL ACCRUED LIABILITY: FIVE YEARS	12
8.	DETAILS OF CHANGE IN UNFUNDED ACTUARIAL ACCRUED LIABILITY FROM 1/1/2019 TO 1/1/2020	15
9.	FUTURE ANNUAL FISCAL ACTIVITY: ONE YEAR	17
10.	PRESENT VALUE OF ACCUMULATED PLAN BENEFITS: FIVE YEARS	18
11.	DETAILS OF CHANGE IN ACTUARIAL PRESENT VALUE OF ACCUMULATED PLAN BENEFITS FROM 1/1/2019 TO 1/1/2020	19
12.	VALUE OF UNFUNDED VESTED BENEFITS FOR EMPLOYER WITHDRAWAL LIABILITY PURPOSES	21
13.	FUNDING STANDARD ACCOUNT	23

#### SECTION 1. INTRODUCTION

#### PURPOSE OF ACTUARIAL VALUATION

The valuation of the pension plan is intended to reveal the relationship between the plan's liabilities and its assets so that the Trustees can be made aware of how well they are performing the task of using pension plan monies for the maximum membership benefits with reasonable assurance that such benefits will, indeed, be provided. The valuation lets the Trustees know if a modification in the plan's benefits is called for when matched against the developing experience of the entire program.

#### **SPONSORSHIP**

The valuation was sponsored by the Trustees. The valuation and this report were directed by Frank lannucci, a member of the American Academy of Actuaries and the Society of Pension Actuaries. He is also the plan's "enrolled actuary" (retained in compliance with ERISA).

#### **EFFECTIVE DATE**

The effective date of the valuation is January 1, 2020; the effective date of the data provided to our firm is the same. Actuarial valuations are performed annually.

#### **ACCOUNTING BASIS**

The accounting basis employed in this report is, unless specifically stated otherwise, the "accrual" basis employed by the plan's independent auditor.

#### ASSET VALUATION METHOD

Assets are valued using an actuarial method that spreads investment gains and losses over a five-year period.

#### INVESTMENT YIELD CALCULATION METHOD

Investment yield is shown on the "total return" basis which includes the effect of appreciation or depreciation in the value of the plan's assets, whether realized or not.

#### ROUNDING

In some tables in this report details may not add to the total (or subtotal) shown due to rounding.

#### "YEAR"

Plan records are kept on a "plan year" basis. The plan year is the 12 consecutive month period that starts with January 1st and ends with the following December 31th. In this report, when a calendar year is associated with a plan year in a column heading or otherwise, the calendar year designation refers to the plan year ending within that calendar year. For example, "2019" refers to the plan year ending 12/31/2019.

## SECTION 2. PLAN DESCRIPTION

#### **IN GENERAL**

The plan is funded through employer contributions and investment yield on the plan funds.

Coverage is afforded participants working in the Local 1783 jurisdiction for employers with collective bargaining agreements providing for contributions to the plan.

## **PLAN PROVISIONS**

A summary of the major plan provisions in effect as of 1/1/2020 is contained in Table 1.

#### TABLE 1. PLAN PROVISIONS

Pension Service:					
Time Period	Years of Pension Service Earned				
Past and Future	one fifty-second of a year for each week worked in covered employment				
No more than one year of pension service may be earned in a year.					

Vesting Service:						
Time Period	Years of Vesting Service Earned					
Prior To 1976	one year for each year in which at least 1,000 hours of pension service is earned					
After 1975	one year for each year in which at least 1,000 hours of vesting service (i.e., pension service and/or related service) is earned					

Eligibility for Benefits:						
Type of Benefit	Age Requirement	Service Requirement				
Participation	None	either ten weeks of pension service during a plan year or 1,000 hours of vesting service during 12 consecutive months				
Normal Pension	65	five years of vesting service or five years of continuous plan participation				
Early Pension	62	ten years of pension service and ten years of vesting service				
Disability Pension	at least age 45 and under age 65	recently active at start of disability, ten years of pension service, ten years of vesting service and receiving Social Security disability benefit				
Pre-Pension Lump Sum Death	none	one month in covered employment				
Post-Pension Lump Sum Death	none	receiving pension payments				
Pre-Pension Surviving Spouse Pension	none	vested and married for one year				
Vesting	none	five years of vesting service				

Benefits:							
Туре	Amount	Duration					
Normal Pension	a monthly pension equal to 4.00% of all pension contributions made to the plan after 1986 (for pension service earned after December 31, 2010 based on contribution rate in effect on May 31, 2010) plus \$22.00 for each year of pension service earned prior to 1987 (with a minimum accrual rate after 1986 of \$22.00 per year of pension service)	life, minimum guaranteed 60 months					

TABLE 1. (CONT'D) PLAN PROVISIONS

Benefits (Cont'd):						
Туре	Amount	Duration				
Early Pension	same as normal but reduced 1/2 of 1% for each month prior to age 65, with the following exceptions:	life, minimum guaranteed 60 months				
	if the participant has at least 30 years of pension service, there will be no reduction; and					
	2) if the participant has at least 25, but less than 30, years of pension service, the reduction will be 1/4 of 1% for each month prior to the normal pension date					
Disability Pension	50% of normal pension	to death, age 65, or recovery, whichever is earliest				
Pre-Pension Lump Sum Death	\$5,000. less pension payments received up to the time of death	lump sum				
Post-Pension Lump Sum Death	\$1,000. less pension payments received up to the time of death	lump sum				
Surviving Spouse Pension	married couple benefit	life of spouse				

Options at Normal and Early Pension Age:							
Type Amount Duration							
Life With 60 Months Minimum	life, minimum guaranteed 60 months						
Married Couple	actuarially reduced with 50% payable to surviving spouse	life of both pensioner and spouse					

#### **PARTICIPANTS**

It is important to remember that the plan has a liability for those already receiving benefits and also a liability for the earned pensions of those participants who are not yet on pension.

As of January 1, 2020, there were 321 pensioners, 92 active participants and 468 separated vested participants included in the valuation.

Table 2. indicates how many of the active participants are currently eligible for the several types of benefits in the plan, based on pension service earned as of 12/31/2019.

TABLE 2.
BENEFIT ELIGIBILITY: ACTIVE PARTICIPANTS AT 1/1/2020

TYPE OF BENEFIT	NUMBER ELIGIBLE	NUMBER NOT ELIGIBLE
Normal Pension	4	88
Early Pension	13	79
Disability Pension	47	45
Vesting	61	31
Lump Sum Death Benefit	92	0
Surviving Spouse Pension	61	31

The average age of the active participants as of 1/1/2020 is 49 years, their average accrued pension service is 14 years.

## **CENSUS OF ACTIVE PARTICIPANTS**

Table 3. depicts the active participants as of 1/1/2020.

TABLE 3.
CENSUS OF ACTIVE PARTICIPANTS

YEARS OF PENSION SERVICE TO DATE										
AGE	0-4	5-9	10-14	15-19	20-24	25-29	30-34	35-39	40&OVER	TOTAL
20-24	2	0	0	0	0	0	0	0	0	2
25-29	6	1	0	0	0	0	0	0	0	7
30-34	3	1	0	0	0	0	0	0	0	4
35-39	3	3	0	0	1	0	0	0	0	7
40-44	3	1	3	2	0	0	0	0	0	9
45-49	1	1	0	1	3	0	0	0	0	6
50-54	2	1	1	3	3	0	2	0	0	12
55-59	5	2	1	0	0	4	3	4	2	21
60-64	5	0	2	1	3	2	3	0	1	17
65-69	0	0	0	1	3	0	1	1	1	7
70-74	0	0	0	0	0	0	0	0	0	0
TOTAL	30	10	7	8	13	6	9	5	4	92

#### **RECONCILIATION OF PARTICIPANT DATA**

The accuracy of an actuarial valuation is dependent upon the accuracy of the participant data used to generate the liability and future income estimates. In an effort to ensure reliability and consistency between valuations, we have performed a reconciliation consisting of an accounting for all the exits from, and entries into, each of the three participant groups (actives, separated vesteds and pensioners) as well as for the participant group as a whole.

Table 4 depicts the results of this reconciliation between 1/1/2019 and 1/1/2020.

TABLE 4.

RECONCILIATION OF PARTICIPANT DATA BETWEEN 1/1/2019 AND 1/1/2020

		VALUATION GROUP					
ITEM	ACTIVE PARTICIPANTS	SEPARATED VESTED PARTICIPANTS	PENSIONED PARTICIPANTS AND BENEFICIARIES	ALL PARTICIPANTS			
Included In 1/1/2019 Actuarial Valuation	96	484	312	892			
Died:     (a) With Entitled Spouse     (b) Without Entitled Spouse     (c) Period Certain Ended		3	8	11			
3. Retired	1	16		17			
4 Data Addition		1		1			
<ul><li>5. Left Valuation Group for Other Reasons:</li><li>(a) With Vested Benefits</li><li>(b) Without Vested Benefits</li><li>(c) 70.5 Pensioners</li></ul>	2 5			2 5			
6 New Entrants to Valuation Group	<u>4</u>	<u>2</u>	<u>17</u>	<u>23</u>			
7. As Reported In 1/1/2020 Actuarial Valuation: (1)-(2)-(3)+(4)-(5)+(6)	92	468	321	881			

#### SECTION 3. RECENT FISCAL ACTIVITY

#### **OPERATING RESULTS**

Table 5. portrays the fiscal activity of the pension plan during the last five years.

#### INVESTMENT RESULTS

Managing the plan assets is an important responsibility of the Trustees. The assets are in various types of investments.

Table 6. shows the market value investment yield results for the last five years. The method used in determining this figure is to divide the investment yield by the investment base. The investment base is the beginning-of-the-year balance plus 1/2 of the net capital additions (consisting of employer contributions less benefit payments and administration expenses). Investment fees are not considered administration expenses but, rather, a reduction in the investment yield.

#### CONTRIBUTIONS

The sources of capital for the plan are the employer contributions. These are required to be made by employers who hire members of the bargaining unit in positions that call for contributions to the pension plan in accordance with the terms of collective bargaining agreements between such employers and the union or Pension Fund. There are several rates of contributions in effect (and these change from time to time).

## SECTION 3. RECENT FISCAL ACTIVITY (CONT'D)

TABLE 5.
PLAN FISCAL ACTIVITY: FIVE YEARS

ITEM	AMOUNT IN YEAR ENDING IN						
ITEM	2019	2018	2017	2016	2015		
Income Contributions Investment Yield Total	\$274,120.* 3,945,776. 4,219,896.	\$253,113.* -329,921. -76,808.	\$372,162.* 3,047,382. 3,419,544.	\$313,972.* 1,667,815. 1,981,787.	\$1,672,856.* 357,609. 2,030,465.		
Expenses BenefitsAdministration Expenses Total	2,192,398. 424,127. 2,616,525.	2,090,010. 400,174. 2,490,184.	2,008,733. 566,983. 2,575,716.	1,922,127. 1,072,943. 2,995,070.	1,784,668 437,475. 2,222,143.		
Net Operating Surplus	1,603,371.	-2,566,992.	843,828.	-1,013,283.	-191,678.		
Year-End Market Value Assets	22,394,623.	20,791,252.	23,358,244.	22,514,416.	23,527,699.		
Year-End Actuarial Value Assets	20,931,509.	21,692,841.	22,556,683.	23,394,115.	24,863,340.		

<sup>\*</sup> In addition, employer withdrawal liability payments may be included.

## SECTION 3. RECENT FISCAL ACTIVITY (CONT'D)

TABLE 6.
MATHEMATICAL ANALYSIS OF PLAN INVESTMENT YIELD: FIVE YEARS

1754	AMOUNT IN YEAR ENDING IN					
ITEM	2019	2018	2017	2016	2015	
Opening Balance	\$20,791,252.	\$23,358,244.	\$22,514,416.	\$23,527,699.	\$23,719,377.	
Closing Balance	22,394,623.	20,791,252.	23,358,244.	22,514,416.	23,527,699.	
Net Capital Additions During Year	-2,342,405.	-2,237,071.	-2,203,554.	-2,681,098.	-549,287.	
4. Calculation Base (1. Plus 1/2 x 3.)	19,620,050.	22,239,709.	21,412,639.	22,187,150.	23,444,734.	
5. Investment Yield	3,945,776.	-329,921.	3,047,382.	1,667,815.	357,609.	
6. Market Value Investment Yield %	20.11%	-1.48%	14.23%	7.52%	1.53%	

#### SECTION 4. ACTUARIAL STATUS

#### **ACTUARIAL FUNDING METHOD**

We have employed the "accrued benefit unit credit" cost method in establishing the normal cost and actuarial accrued liability for the participants.

The reason that we have used this method, and recommend its continued use, is that it is intended to compare annual costs to the current contributions.

#### NORMAL COST

In this method an active participant's pension benefit earned for the current fiscal year is determined on a present value basis. This current pension cost is an annual cost (called the "normal cost" in this method). Normal costs are levied for active participants only.

#### **ACTUARIAL ACCRUED LIABILITY**

One of the calculations made in the course of the actuarial valuation is the estimate of the plan's "actuarial accrued liability" on the valuation date. In general, this term means the present worth, expressed in a single sum, of the benefits yet to be paid, for each of the three major classes of plan participants:

- 1. those already receiving pension benefits;
- 2. those who have separated from active service, are vested in their accrued benefits, are still living, and are not yet receiving pension benefits; and
- 3. those who are in active service in employment covered by the plan.

The benefits taken into account in calculating the pensioned and the separated vested participants' liabilities are those which are already accrued by the valuation date.

The results of our calculation of the plan's actuarial accrued liability as of the current valuation date are shown in Table 7.

## **LIABILITIES - CONTINUING STATUS**

The following table contains an analysis of the plan's actuarial accrued liability as of 1/1/2020 and the preceding four plan years.

TABLE 7.
ACTUARIAL ACCRUED LIABILITY: AT START OF FIVE YEARS

ITEM	1/1/2020	1/1/2019	1/1/2018	1/1/2017	1/1/2016
Pensioner Liability	\$17,696,734.	\$17,059,973.	\$16,127,015.	\$15,470,141.	\$14,671,695.
Separated Vested Liability	13,877,128.	14,073,024.	14,191,170.	13,830,685.	14,026,918.
Active Liability	8,598,288.	7,811,581.	7,516,276.	7,220,280.	6,034,396.
Total Actuarial Accrued Liability	40,172,150.	38,944,578.	37,834,461.	36,521,106.	34,733,009.
Assets Unfunded Actuarial Accrued	20,931,509.	21,692,841.	22,556,683.	23,394,115.	24,863,340.
Liability	19,240,641.	17,251,737.	15,277,778.	13,126,991.	9,869,669.

#### CHANGE IN UNFUNDED ACTUARIAL ACCRUED LIABILITY

The amount by which the actuarial accrued liability exceeds the plan assets on the valuation date is also shown in Table 7. In a well-funded plan future employer contributions are anticipated to amortize this "unfunded actuarial accrued liability" over a reasonable period of time.

There are a number of factors that can operate to influence the change in the size of the plan's unfunded actuarial accrued liability from one actuarial valuation to the next. The following is a description of the particular factors that could have such an influence in the plan:

#### Contribution

When the plan's contributions exceed the plan's normal cost, the excess is applied toward reducing the plan's unfunded actuarial accrued liability.

During the plan year ending 2019, there was no such excess.

#### Plan Change

When a change in benefits takes place, an increase or decrease in the plan's unfunded actuarial accrued liability and other costs may take place.

No plan change has been made since the 1/1/2019 valuation.

#### Change in Assumptions

When experience, or other factor, calls for a change in assumptions, at the time such a change is made an increase or decrease in the plan's liability and other costs may take place.

No change in actuarial assumptions has been made since the 1/1/2019 valuation.

#### Change in Actuarial Method

When a change in actuarial method takes place, an increase or decrease in the plan's liability and other costs may take place.

No change in actuarial method has been made since the 1/1/2019 valuation.

#### Actuarial Gain or Loss

The assumptions underlying the actuarial valuation are just that, i.e. estimates as to economic and demographic experience in the future. Although an attempt is made to choose each assumption on a reasonable basis, it is sufficient that the <u>combined</u> <u>set</u> of assumptions be reasonably related to the experience of the plan and its expectations and represent our best estimate of future experience.

During the year ending 2019, there was an actuarial loss.

#### Summary of Factors

Table 8. shows the details of the change in the unfunded actuarial accrued liability of the plan between 1/1/2019 and 1/1/2020.

# TABLE 8. DETAILS OF CHANGE IN UNFUNDED ACTUARIAL ACCRUED LIABILITY FROM 1/1/2019 TO 1/1/2020

ITEM NO.	DESCRIPTION	AMOUNT
1.	Unfunded Actuarial Accrued Liability On 1/1/2019	\$ 17,251,737.
2.	Increase Due to Normal Costs in Excess Of Contributions	1,901,380.
3.	Change Due to Change in Benefits	0.
4.	Change Due to Change in Assumptions	0.
5.	Change Due to Change in Actuarial Method	0.
6.	Increase Due to Actuarial Loss	87,524.
7.	Increase in Unfunded Actuarial Accrued Liability (Items 2 through 6.)	1,988,904.
8.	Unfunded Actuarial Accrued Liability On 1/1/2020	19,240,641.

#### AMORTIZATION OF UNFUNDED ACTUARIAL ACCRUED LIABILITY

Table 9 contains our analysis of how future employer contributions will be used. Note that a portion of such contributions will be used for the normal costs of the plan and the balance will be used to amortize the plan's unfunded actuarial accrued liability.

In this plan the amount of the annual employer contributions does not cover the annual normal cost of the plan. The consequence is that the existing assets are invaded to make up the difference. The anticipated drain will eventually reduce assets to a level that will be below the plan's actuarial accrued liability. Beyond that point, the plan's actuarial position will deteriorate.

The plan's current unfunded actuarial accrued liability is currently not funded.

#### ACTUARIAL PRESENT VALUE OF ACCUMULATED PLAN BENEFITS

One of the components of the actuarial accrued liability displayed in Table 7 is the actuarial present value of the benefits earned to date.

A comparison of assets with the actuarial present value of accumulated plan benefits provides another measure of the funded status of the plan, sometimes referred to as the "benefit security" ratio. The actuarial present value of accumulated plan benefits is the liability, based on only mortality and interest rate assumptions, for just the pension benefits that have been earned on the basis of each participant's service history as of the valuation date. Ancillary benefits for active participants are not included in this liability.

Table 10 portrays the present value of all participants' earned benefits as of 1/1/2020 and for comparison purposes those as of the preceding four years.

#### CHANGE IN ACTUARIAL PRESENT VALUE OF ACCUMULATED PLAN BENEFITS

There are a number of factors which affect the change in the size of the actuarial present value of accumulated plan benefits from one actuarial valuation to the next. Table 8.depicts the effects of each of these factors. This information may be of particular interest to the plan's auditor.

## **ESTIMATE FOR FUTURE**

The following is our estimate of the future annual fiscal activity of the plan as of 1/1/2020.

TABLE 9. FUTURE ANNUAL FISCAL ACTIVITY: ONE YEAR

	1/1/2020		
ITEM	AMOUNT	AVERAGE DOLLARS PER WEEK	
Employer Contributions Normal Cost	\$274,120.	\$60.81	
Pension Service	471,502.	104.59	
Administration	400,000.	88.73	
Total	871,502.	193.32	
Annual Shortfall	597,382.	132.52	
Years to Full Funding	N	I/A	

TABLE 10.
PRESENT VALUE OF ACCUMULATED PLAN BENEFITS: AT START OF FIVE YEARS

	ACTUARIAL PRESENT VALUE					
ITEM	1/1/2020	1/1/2019	1/1/2018	1/1/2017	1/1/2016	
Vested Benefits						
Pensioned	\$17,696,734.	\$17,059,973.	\$16,127,015.	\$15,470,141.	\$14,671,695.	
Separated Vested	13,877,128.	14,073,024.	14,191,170.	13,830,685.	14,026,918.	
Active	8,477,029.	7,651,280.	7,398,736.	7,073,398.	5,894,897.	
Total	40,050,891.	38,784,277.	37,716,921.	36,374,224.	34,593,510.	
Market Value of Assets	22,394,623.	20,791,252.	23,358,244.	22,514,416.	23,527,699.	
Ratio of Assets to Present Value of						
Vested Benefits	56%	54%	62%	62%	68%	
Non-Vested Benefits	121,259.	160,301.	117,536.	146,882.	139,499.	
Present Value of Total Benefits	40,172,150.	38,944,578.	37,834,457.	36,521,106.	34,733,009.	

# TABLE 11. DETAILS OF CHANGE IN ACTUARIAL PRESENT VALUE OF ACCUMULATED PLAN BENEFITS FROM 1/1/2019 TO 1/1/2020

ITEM NO.	DESCRIPTION	AMOUNT
1.	Actuarial Present Value of Accumulated Plan Benefits On 1/1/2019	\$ 38,944,578.
2.	Increase (Including Benefits Accumulated and the Effect of Non-Investment Experience and Retirements)	675,963.
3.	Decrease Due to Benefits Paid	-2,192,398.
4.	Change Due to Change in Benefits	0.
5.	Change Due to Change in Assumptions	0.
6.	Increase Due to Decrease in Discount Period	2,744,007.
7.	Increase in Actuarial Present Value of Accumulated Plan Benefits (Items 2 through 6)	1,227,572.
8.	Actuarial Present Value of Accumulated Plan Benefits On 1/1/2020	40,172,150.

#### **ASSUMPTIONS**

We suggest and have used in this valuation the following assumptions:

- 1. MORTALITY. The mortality table we have employed in this valuation is the 1983 Group Annuity Mortality Table.
- 2. INVESTMENT YIELD FOR VALUATION PURPOSES. We have assumed that the plan funds will earn 7.25% annual compound interest in the future.
- 3. INVESTMENT YIELD FOR THE PURPOSES OF ACCUMULATED PLAN BENEFITS AND EMPLOYER WITHDRAWAL LIABILITY. The pertinent assumptions are the same as those used for basic valuation.
- 4. TURNOVER. We have assumed that no terminations of employment, other than death, disability or pension, will occur in the future.
- 5. FUTURE WORK YEAR. We have assumed that each active participant will work 49 weeks of pension service in each year in the future.
- 6. AGE AT PENSION. We have assumed that each active and separated vested participant will elect pension at age 65, or when eligible, if later.
- 7. ADMINISTRATION EXPENSES. We have assumed \$400,000. will be the annual cost of administration.
- 8. NUMBER OF ACTIVE PARTICIPANTS. We have assumed that the number of active participants will remain constant from here forward with replacements being made immediately upon pension, death or disability.

#### SECTION 5. EMPLOYER WITHDRAWAL LIABILITY

For purposes of "employer withdrawal liability" under the Multiemployer Pension Plan Amendments Act of 1980 we have made a calculation of the value of unfunded vested benefits as of the end of the plan year.

The pertinent assumptions are the same as those we have used for the basic actuarial valuations themselves for determining the present value of accumulated plan benefits. In addition, for this purpose, assets are valued at market value. The following table shows the results of this calculation. When the value of unfunded vested benefits is less than zero, it is treated as zero for employer withdrawal liability calculations.

TABLE 12.

VALUE OF UNFUNDED VESTED BENEFITS FOR EMPLOYER WITHDRAWAL LIABILITY PURPOSES

	UNFUNDED VESTED LIABILITY FOR EMPLOYER WITHDRAWAL
DATE	
DATE	LIABILITY CALCULATIONS
12/31/09	\$ 9,280,643.
12/31/10	11,248,064.
12/31/11	9,184,902.
12/31/12	9,184,902.
12/31/13	8,882,406.
12/31/14	9,969,030.
12/31/15	11,065,811.
12/31/16	13,859,808.
12/31/17	14,353,677.
12/31/18	17,993,025.
12/31/19	17,656,268.

The valuation indicates that if an employer "withdrew" from the plan during the 12-month period starting 1/1/2020, the Trustees would have to make a study to determine if they were entitled to seek any employer withdrawal liability.

#### SECTION 6. FEDERAL MINIMUM FUNDING REQUIREMENTS

#### MINIMUM FUNDING STANDARD

In an effort to minimize the likelihood of plan termination at a time when the assets of the pension fund are not sufficient to provide for the vested benefits, each pension plan must satisfy minimum funding requirements that will be established when the pension plan comes under coverage of the Employee Retirement Income Security Act (ERISA). In the case of the Local 1783 I.B.E.W Pension Plan, this means that the minimum funding requirement was required to be observed for the first time for the year beginning 1/1/76.

Essentially, on a cumulative basis, the amounts that are required to be paid to the plan in order to meet this standard are the sum of the following:

A. the normal cost of the plan for the year;

B. the amount necessary to fund the unfunded actuarial accrued liability as of the date on which the plan must first comply with this section of ERISA, over a period of 40 years (over 10 years currently);

C. any net increase in unfunded liability that arises from a plan amendment made after 1/1/76, funded over 40 years (over 30 years for plan amendments adopted through 12/31/2007 and 10 years currently);

D. any net experience loss occurring after 1/1/76, funded over 20 years (over 15 years for a loss occurring currently);

E. any loss resulting from a change in actuarial assumptions made after 1/1/76, funded over 30 years (10 years currently);

F. any waived funding deficiency occurring after 1/1/76, funded over 15 years.

In the event that, on a cumulative basis, there is a deficiency in this funding, the employers contributing are required, in effect, to make it up immediately unless a waiver is secured.

#### COMPLIANCE WITH REQUIREMENTS

The plan's enrolled actuary must certify, to government agencies, annually, whether or not the plan satisfies these requirements. The following table portrays recent activity in the funding standard account.

# SECTION 6. FEDERAL MINIMUM FUNDING REQUIREMENTS (CONT'D)

TABLE 13. FUNDING STANDARD ACCOUNT

YEAR	CONTRIBUTIONS (& OTHER CREDITS) FOR YEAR	CHARGES FOR YEAR	EXCESS FOR YEAR	ACCUMULATED SURPLUS IN FUNDING STANDARD ACCOUNT AT END OF YEAR
1994	1,055,917.	1,027,600.	28,317.	1,963,573.
1995	1,146,764.	1,144,092.	2,672.	1,966,245.
1996	1,242,124.	1,172,199.	69,925.	2,036,170.
1997	1,330,534.	1,146,413.	184,121.	2,220,291.
1998	1,584,812.	1,306,396.	278,416.	2,498,707.
1999	1,919,945.	1,319,573.	600,372.	3,099,079.
2000	1,752,164.	1,432,585.	319,579.	3,418,658.
2001	1,911,027.	1,930,097.	-19,070.	3,399,588.
2002	1,883,587.	2,481,898.	-598,311.	2,801,277.
2003	2,457,066.	2,784,816.	-327,750.	2,473,527.
2004	2,538,832.	2,764,877.	-226,045.	2,247,482.
2005	2,458,951.	2,690,819.	-231,868.	2,015,614.
2006	2,480,509.	2,747,382.	-266,873.	1,748,741.
2007	2,565,489.	2,848,586.	-283,097.	1,465,644.
2008	2,658,925.	3,055,182.	-396,257.	1,069,387.
2009	2,920,882.	3,494,663.	-573,781.	495,606.
2010	2,972,729.	3,426,304.	-453,575.	42,031.
2011	2,695,532.	3,290,894.	-595,362.	553,331.
2012	5,950,031	3,003,826.	2,946,205.	3,499,536.
2013	2,859,645.	3,330,976.	-471,331.	3,028,205.
2014	2,824,373.	3,389,145.	-564,772.	2,463,433.
2015	2,905,081.	3,227,703.	-322,622.	2,140,811.
2016	2,783,236.	3,180,054.	-396,818.	1,742,993.
2017	566,815.	3,169,339.	-2,602,524.	- 859,531.
2018	317,149.	2,669,579.	-2,352,430.	-3,211,961
2019	342,438.	3,235,643.	-2,893,205.	-6,105,166.

# SUMMIT ACTUARIAL SERVICES, LLC

115 N. Church Street Moorestown, New Jersey 08057 856.234.8801

To: Trustees,

Local 1783 I.B.E.W Pension Plan

Re: Actuarial Certification

This is to certify that we have performed an actuarial valuation of the Local 1783 I.B.E.W. Pension Plan as of January 1, 2020 based upon the rules and regulations in effect on such date.

A summary of the results of that valuation is attached.

Frank Iannucci, MSPA, MAAA Enrolled Actuary No. 20-05241

#### SECTION 7. ACTUARIAL CERTIFICATION (CONT'D)

#### LOCAL 1783 I.B.E.W. PENSION PLAN SUMMARY

ACTUARIAL VALUATION: 1/1/2020

1. Number of Participants Included:

 1.1 Pensioner
 321

 1.2 Separated Vested:
 468

 1.3 Active:
 92

 1.4 Total:
 881

2. Actuarial Accrued Liability:

2.1 Pensioner:\$17,696,734.2.2 Separated Vested:13,877,128.2.3 Active:8,598,288.2.4 Total:40,172,150.

3. Actuarial Value of Assets: \$20,931,509.

4. Unfunded Actuarial Accrued Liability: 19,240,641.

5. Estimate for Future:

5.1 Estimated Annual Contributions to Plan: 274,120. 5.2 Normal Costs: 871,502. 5.3 Annual Shortfall: 597,382.

6. Major Assumptions:

6.1 Interest: 7.25%

6.2 Mortality: 1983 Group Annuity Mortality Table

6.3 Turnover: none 6.4 Disability: none 6.5 Future Work Year: 49 weeks

6.6 Age at Pension: age 65, or when eligible, if later

6.7 Administration Expenses: \$400,000. annually

7. Costing Method: Accrued Benefit Unit Credit

8. Asset Valuation Method: Actuarial Value

Internal Revenue Service Employee Plans Compliance Unit Group 7602 (SE:TEGE:EP) Room 1700 - 17th Floor 230 S. Dearborn Street Chicago, IL 60604

Re: Annual Certification - Pension Protection Act of 2006 (PPA)

#### Plan Identification

Local 1783 I.B.E.W. Pension Plan EIN 13-1889643 Board of Trustees 84 Business Park Drive, Suite 202 Armonk, NY 10504 Telephone Number: 914-948-3771

This certification is being made for the plan year January 1, 2020 through December 31, 2020.

#### **Enrolled Actuary Certification**

Frank Iannucci, MAAA, MSPA Enrolled Actuary Number: 17-05241 Telephone Number: 609-575-6805

Summit Actuarial Services, LLC 115 N. Church Street, 3<sup>rd</sup> Floor Moorestown, NJ 08057

Aul Januar

#### Information on Plan Status

The Local 1783 Pension Fund is in critical and declining status. Based on a seven-year projection of the actuarial value of assets and the present value of accumulated benefits, the Plan is projected to be at least 75% funded as of January 1, 2020 but is projected to have an accumulated funding deficiency in the current fiscal year and is projected to become insolvent in less than twenty years.

Projections are based on reasonable actuarial assumptions and methods that offer the best estimate of the anticipated experience under the plan. Projections reflect both the most recent asset value and present value of accumulated benefits available and also reflect reasonably anticipated employer contributions for the current and succeeding plan years. Actuarial assumptions and methods used in the projections are the same as those used in the prior valuation. Actual results will vary due to differences between actual plan experience and that anticipated in the projection.

3/23/2020

### Local 1783 Pension Fund - Cash Flow Study Benefits &

	<b>BOY Assets</b>	<b>Contributions</b>	<b>Administration</b>	<b>EOY Assets</b>
2019	\$20,791,300	\$254,400	\$2,575,716	\$21,805,000
2020	\$21,805,000	\$254,400	\$2,614,352	\$20,940,363
2021	\$20,940,363	\$254,400	\$2,653,567	\$19,972,402
2022	\$19,972,402	\$254,400	\$2,693,371	\$18,893,018
2023	\$18,893,018	\$254,400	\$2,733,771	\$17,693,513
2024	\$17,693,513	\$254,400	\$2,774,778	\$16,364,552
2025	\$16,364,552	\$254,400	\$2,816,399	\$14,896,110
2026	\$14,896,110	\$254,400	\$2,858,645	\$13,277,429
2027	\$13,277,429	\$254,400	\$2,901,525	\$11,496,959
2028	\$11,496,959	\$254,400	\$2,945,048	\$9,542,305
2029	\$9,542,305	\$254,400	\$2,989,224	\$7,400,161
2030	\$7,400,161	\$254,400	\$3,034,062	\$5,056,248
2031	\$5,056,248	\$254,400	\$3,079,573	\$2,495,241
2032	\$2,495,241	\$254,400	\$3,125,766	-\$299,308

#### Assumptions:

- Assets will earn 7.25% per year after 2019
   MV of assets as of 12/31/2019 based on most recent information available
- 2. Contributions will not Change
- 3. Benefits and Administration will go up by 1.5% per year
- 4. Contributions and Total Outgo based on most recent information avalable
- 5. All other assumptions based on valuation assupmptions

# LOCAL 1783 I.B.E.W. PENSION PLAN

## **ACTUARIAL VALUATION REPORT**

**EFFECTIVE JANUARY 1, 2021** 

# SUMMIT ACTUARIAL SERVICES, LLC

115 N. Church Street Moorestown, New Jersey 08057 856.234.8801

To: Trustees,

Local 1783 I.B.E.W. Pension Plan

Re: Report on Actuarial Valuation of Plan as of January 1, 2021

Date: December 2021

The following is our report to you dealing with the actuarial valuation we have made of the Local 1783 I.B.E.W. Pension Plan as of January 1, 2021.

#### **Actuarial Status**

We have subjected the plan to measurement by several yardsticks. These tests and results are:

- 1. Benefit security ratio: 59%. (59% using the criteria under the Pension Protection Act)
- 2. Management of unfunded actuarial accrued liability: the plan does not fund under the current contribution rates.
- 3. Compliance with federal minimum funding requirements: no surplus but the Fund implemented a reasonable measures rehabilitation plan.
- 4. Unfunded vested liability for employer withdrawal liability purposes: \$15,672,938.
- 5. Compliance with federal tax deductibility limits for expected employer contributions for 2021.

We appreciate the opportunity to have made this study for you. We are available to discuss possible options. If there are items that you would like included in future reports, please do not hesitate to contact us.

Sincerely,

Frank lannucci, MAAA, EA

**Enrolled Actuary** 

Jane A. Flanagan, CEBS, MS, MA

Jane a. Flanagan

**Actuarial Consultant** 

# **CONTENTS**

SECTION	DESCRIPTION	PAGE
SECTION 1.	INTRODUCTION	1
SECTION 2.	PLAN DESCRIPTION	2
SECTION 3.	RECENT FISCAL ACTIVITY	8
SECTION 4.	ACTUARIAL STATUS	11
SECTION 5.	EMPLOYER WITHDRAWAL LIABILITY	21
SECTION 6.	FEDERAL MINIMUM FUNDING REQUIREMENTS	22
SECTION 7.	ACTUARIAL CERTIFICATION	24

# **TABLES**

TABLE	DESCRIPTION	PAGE
1.	PLAN PROVISIONS	2
2.	BENEFIT ELIGIBILITY	5
3.	CENSUS OF ACTIVE PARTICIPANTS	6
4.	RECONCILIATION OF PARTICIPANT DATA	7
5.	PLAN FISCAL ACTIVITY: FIVE YEARS	9
6.	MATHEMATICAL ANALYSIS OF PLAN INVESTMENT YIELD: FIVE YEARS	10
7.	ACTUARIAL ACCRUED LIABILITY: FIVE YEARS	12
8.	DETAILS OF CHANGE IN UNFUNDED ACTUARIAL ACCRUED LIABILITY FROM 1/1/2020 TO 1/1/2021	15
9.	FUTURE ANNUAL FISCAL ACTIVITY: ONE YEAR	17
10.	PRESENT VALUE OF ACCUMULATED PLAN BENEFITS: FIVE YEARS	18
11.	DETAILS OF CHANGE IN ACTUARIAL PRESENT VALUE OF ACCUMULATED PLAN BENEFITS FROM 1/1/2020 TO 1/1/2021	19
12.	VALUE OF UNFUNDED VESTED BENEFITS FOR EMPLOYER WITHDRAWAL LIABILITY PURPOSES	21
13.	FUNDING STANDARD ACCOUNT	23

## SECTION 1. INTRODUCTION

#### PURPOSE OF ACTUARIAL VALUATION

The valuation of the pension plan is intended to reveal the relationship between the plan's liabilities and its assets so that the Trustees can be made aware of how well they are performing the task of using pension plan monies for the maximum membership benefits with reasonable assurance that such benefits will, indeed, be provided. The valuation lets the Trustees know if a modification in the plan's benefits is called for when matched against the developing experience of the entire program.

### **SPONSORSHIP**

The valuation was sponsored by the Trustees. The valuation and this report were directed by Frank lannucci, a member of the American Academy of Actuaries and the Society of Pension Actuaries. He is also the plan's "enrolled actuary" (retained in compliance with ERISA).

## **EFFECTIVE DATE**

The effective date of the valuation is January 1, 2021; the effective date of the data provided to our firm is the same. Actuarial valuations are performed annually.

## **ACCOUNTING BASIS**

The accounting basis employed in this report is, unless specifically stated otherwise, the "accrual" basis employed by the plan's independent auditor.

### ASSET VALUATION METHOD

Assets are valued at market value. Prior to January 1, 2021, assets were valued using an actuarial method that spreads investment gains and losses over a five-year period.

## INVESTMENT YIELD CALCULATION METHOD

Investment yield is shown on the "total return" basis which includes the effect of appreciation or depreciation in the value of the plan's assets, whether realized or not.

### ROUNDING

In some tables in this report details may not add to the total (or subtotal) shown due to rounding.

### "YEAR"

Plan records are kept on a "plan year" basis. The plan year is the 12 consecutive month period that starts with January 1st and ends with the following December 31th. In this report, when a calendar year is associated with a plan year in a column heading or otherwise, the calendar year designation refers to the plan year ending within that calendar year. For example, "2020" refers to the plan year ending 12/31/2020.

## SECTION 2. PLAN DESCRIPTION

## **IN GENERAL**

The plan is funded through employer contributions and investment yield on the plan funds.

Coverage is afforded participants working in the Local 1783 jurisdiction for employers with collective bargaining agreements providing for contributions to the plan.

## **PLAN PROVISIONS**

A summary of the major plan provisions in effect as of 1/1/2021 is contained in Table 1.

## TABLE 1. PLAN PROVISIONS

Pension Service:						
Time Period	Years of Pension Service Earned					
Past and Future	one fifty-second of a year for each week worked in covered employment					
No more than one year of p	ension service may be earned in a year.					

Vesting Service:	
Time Period	Years of Vesting Service Earned
Prior To 1976	one year for each year in which at least 1,000 hours of pension service is earned
After 1975	one year for each year in which at least 1,000 hours of vesting service (i.e., pension service and/or related service) is earned

Eligibility for Benefits:							
Type of Benefit	Age Requirement	Service Requirement					
Participation	None	either ten weeks of pension service during a plan year or 1,000 hours of vesting service during 12 consecutive months					
Normal Pension	65	five years of vesting service or five years of continuous plan participation					
Early Pension	62	ten years of pension service and ten years of vesting service					
Disability Pension	at least age 45 and under age 65	recently active at start of disability, ten years of pension service, ten years of vesting service and receiving Social Security disability benefit					
Pre-Pension Lump Sum Death	None	one month in covered employment					
Post-Pension Lump Sum Death	None	receiving pension payments					
Pre-Pension Surviving Spouse Pension	None	vested and married for one year					
Vesting	None	five years of vesting service					

Benefits:							
Туре	Amount	Duration					
Normal Pension	a monthly pension equal to 4.00% of all pension contributions made to the plan after 1986 (for pension service earned after December 31, 2010 based on contribution rate in effect on May 31, 2010) plus \$22.00 for each year of pension service earned prior to 1987 (with a minimum accrual rate after 1986 of \$22.00 per year of pension service)	life, minimum guaranteed 60 months					

TABLE 1. (CONT'D) PLAN PROVISIONS

Benefits (Cont'd):		
Туре	Amount	Duration
Early Pension	same as normal but reduced 1/2 of 1% for each month prior to age 65, with the following exceptions:	life, minimum guaranteed 60 months
	if the participant has at least 30 years of pension service, there will be no reduction; and	
	2) if the participant has at least 25, but less than 30, years of pension service, the reduction will be 1/4 of 1% for each month prior to the normal pension date	
Disability Pension	50% of normal pension	to death, age 65, or recovery, whichever is earliest
Pre-Pension Lump Sum Death	\$5,000. less pension payments received up to the time of death	lump sum
Post-Pension Lump Sum Death	\$1,000. less pension payments received up to the time of death	lump sum
Surviving Spouse Pension	married couple benefit	life of spouse

Options at Normal and Early Pension Age:							
Type Amount Duration							
Life With 60 Months Minimum	same as normal	life, minimum guaranteed 60 months					
Married Couple	actuarially reduced with 50% payable to surviving spouse	life of both pensioner and spouse					

## **PARTICIPANTS**

It is important to remember that the plan has a liability for those already receiving benefits and also a liability for the earned pensions of those participants who are not yet on pension.

As of January 1, 2021, there were 324 pensioners, 73 active participants and 447 separated vested participants included in the valuation.

Table 2. indicates how many of the active participants are currently eligible for the several types of benefits in the plan, based on pension service earned as of 12/31/2020.

TABLE 2.
BENEFIT ELIGIBILITY: ACTIVE PARTICIPANTS AT 1/1/2021

TYPE OF BENEFIT	NUMBER ELIGIBLE	NUMBER NOT ELIGIBLE
Normal Pension	8	65
Early Pension	10	63
Disability Pension	34	39
Vesting	46	27
Lump Sum Death Benefit	73	0
Surviving Spouse Pension	46	27

The average age of the active participants as of 1/1/2021 is 50 years, their average accrued pension service is 14 years.

## **CENSUS OF ACTIVE PARTICIPANTS**

Table 3. depicts the active participants as of 1/1/2021.

TABLE 3.
CENSUS OF ACTIVE PARTICIPANTS

					YEARS C	F PENSIO	ON SERVI	CE				
AGE	0-4	5-9	10-14	15-19	20-24	25-29	30-34	35-39	40-44	45-49	50&OVER	TOTAL
20-24	3	0	0	0	0	0	0	0	0	0	0	3
25-29	6	1	0	0	0	0	0	0	0	0	0	7
30-34	0	1	0	0	0	0	0	0	0	0	0	1
35-39	2	1	1	0	0	0	0	0	0	0	0	4
40-44	4	1	0	1	0	0	0	0	0	0	0	6
45-49	0	1	1	2	0	0	0	0	0	0	0	4
50-54	3	1	1	2	4	0	2	0	0	0	0	13
55-59	3	1	0	1	0	2	4	0	1	0	0	12
60-64	5	2	1	1	0	1	3	0	1	0	0	14
65-69	0	1	0	1	2	1	1	1	1	0	0	8
70-74	1	0	0	0	0	0	0	0	0	0	0	1
TOTAL	27	10	4	8	6	4	10	1	3	0	0	73

## RECONCILIATION OF PARTICIPANT DATA

The accuracy of an actuarial valuation is dependent upon the accuracy of the participant data used to generate the liability and future income estimates. In an effort to ensure reliability and consistency between valuations, we have performed a reconciliation consisting of an accounting for all the exits from, and entries into, each of the three participant groups (actives, separated vesteds and pensioners) as well as for the participant group as a whole.

Table 4 depicts the results of this reconciliation between 1/1/20120 and 1/1/2021.

TABLE 4.

RECONCILIATION OF PARTICIPANT DATA BETWEEN 1/1/2020 AND 1/1/2021

	VALUATION GROUP						
ITEM	ACTIVE PARTICIPANTS	SEPARATED VESTED PARTICIPANTS	PENSIONED PARTICIPANTS AND BENEFICIARIES	ALL PARTICIPANTS			
1. Included In 1/1/2020 Actuarial Valuation	92	468	321	881			
Died:     (a) With Entitled Spouse     (b) Without Entitled Spouse     (c) Period Certain Ended	1	3	20	24			
3. Retired		19		19			
4 Data Addition			4	4			
5. Left Valuation Group for Other Reasons:  (a) With Vested Benefits  (b) Without Vested Benefits  (c) 70.5 Pensioners	1 26			1 26			
6. New Entrants to Valuation Group	9	1	<u>19</u>	<u>29</u>			
7. As Reported In 1/1/2021 Actuarial Valuation: (1)-(2)-(3)+(4)-(5)+(6)	73	447	324	844			

## SECTION 3. RECENT FISCAL ACTIVITY

## **OPERATING RESULTS**

Table 5. portrays the fiscal activity of the pension plan during the last five years.

## **INVESTMENT RESULTS**

Managing the plan assets is an important responsibility of the Trustees. The assets are in various types of investments.

Table 6. shows the market value investment yield results for the last five years. The method used in determining this figure is to divide the investment yield by the investment base. The investment base is the beginning-of-the-year balance plus 1/2 of the net capital additions (consisting of employer contributions less benefit payments and administration expenses). Investment fees are not considered administration expenses but, rather, a reduction in the investment yield.

### **CONTRIBUTIONS**

The sources of capital for the plan are the employer contributions. These are required to be made by employers who hire members of the bargaining unit in positions that call for contributions to the pension plan in accordance with the terms of collective bargaining agreements between such employers and the union or Pension Fund. There are several rates of contributions in effect (and these change from time to time).

## SECTION 3. RECENT FISCAL ACTIVITY (CONT'D)

TABLE 5.
PLAN FISCAL ACTIVITY: FIVE YEARS

ITEM	AMOUNT IN YEAR ENDING IN						
ITEM	2020	2019	2018	2017	2016		
Income Contributions Investment Yield. Total.	\$242,203.* 2,298,496. 2,540,699.	\$274,120.* 3,945,776. 4,219,896.	\$253,113.* -329,921. -76,808.	\$372,162.* 3,047,382. 3,419,544.	\$313,972.* 1,667,815. 1,981,787.		
Expenses Benefits Administration Expenses Total	2,292,759. 422,379. 2,715,138.	2,192,398. 424,127. 2,616,525.	2,090,010. 400,174. 2,490,184.	2,008,733. 566,983. 2,575,716.	1,922,127. 1,072,943. 2,995,070.		
Net Operating Surplus	- 174,439.	1,603,371.	-2,566,992.	843,828.	-1,013,283.		
Year-End Market Value Assets	22,220,184.	22,394,623.	20,791,252.	23,358,244.	22,514,416.		
Year-End Actuarial Value Assets	22,220,184.	20,931,509.	21,692,841.	22,556,683.	23,394,115.		

<sup>\*</sup> In addition, employer withdrawal liability payments may be included.

## SECTION 3. RECENT FISCAL ACTIVITY (CONT'D)

TABLE 6.
MATHEMATICAL ANALYSIS OF PLAN INVESTMENT YIELD: FIVE YEARS

1754	AMOUNT IN YEAR ENDING IN						
ITEM	2020	2019	2018	2017	2016		
1. Opening Balance	\$22,394,623.	\$20,791,252.	\$23,358,244.	\$22,514,416.	\$23,527,699.		
2. Closing Balance	22,220,184.	22,394,623.	20,791,252.	23,358,244.	22,514,416.		
Net Capital Additions During Year	-2,472,935.	-2,342,405.	-2,237,071.	-2,203,554.	-2,681,098.		
4. Calculation Base (1. Plus 1/2 x 3.)	21,158,156.	19,620,050.	22,239,709.	21,412,639.	22,187,150.		
5. Investment Yield	2,298,496.	3,945,776.	-329,921.	3,047,382.	1,667,815.		
6. Market Value Investment Yield %	10.86%	20.11%	-1.48%	14.23%	7.52%		

### SECTION 4. ACTUARIAL STATUS

## **ACTUARIAL FUNDING METHOD**

We have employed the "accrued benefit unit credit" cost method in establishing the normal cost and actuarial accrued liability for the participants.

The reason that we have used this method, and recommend its continued use, is that it is intended to compare annual costs to the current contributions.

## NORMAL COST

In this method an active participant's pension benefit earned for the current fiscal year is determined on a present value basis. This current pension cost is an annual cost (called the "normal cost" in this method). Normal costs are levied for active participants only.

### **ACTUARIAL ACCRUED LIABILITY**

One of the calculations made in the course of the actuarial valuation is the estimate of the plan's "actuarial accrued liability" on the valuation date. In general, this term means the present worth, expressed in a single sum, of the benefits yet to be paid, for each of the three major classes of plan participants:

- 1. those already receiving pension benefits;
- 2. those who have separated from active service, are vested in their accrued benefits, are still living, and are not yet receiving pension benefits; and
- 3. those who are in active service in employment covered by the plan.

The benefits taken into account in calculating the pensioned and the separated vested participants' liabilities are those which are already accrued by the valuation date.

The results of our calculation of the plan's actuarial accrued liability as of the current valuation date are shown in Table 7.

## **LIABILITIES - CONTINUING STATUS**

The following table contains an analysis of the plan's actuarial accrued liability as of 1/1/2021 and the preceding four plan years.

TABLE 7.
ACTUARIAL ACCRUED LIABILITY: AT START OF FIVE YEARS

ITEM	1/1/2021	1/1/2020	1/1/2019	1/1/2018	1/1/2017
Pensioner Liability	\$17,937,124.	\$17,696,734.	\$17,059,973.	\$16,127,015.	\$15,470,141.
Separated Vested Liability	13,676,516.	13,877,128.	14,073,024.	14,191,170.	13,830,685.
Active Liability	6,366,166.	8,598,288.	7,811,581.	7,516,276.	7,220,280.
Total Actuarial Accrued Liability	37,979,806.	40,172,150.	38,944,578.	37,834,461.	36,521,106.
Assets	22,220,184.	20,931,509.	21,692,841.	22,556,683.	23,394,115.
Unfunded Actuarial Accrued Liability	15,759,622.	19,240,641.	17,251,737.	15,277,778.	13,126,991.

## CHANGE IN UNFUNDED ACTUARIAL ACCRUED LIABILITY

The amount by which the actuarial accrued liability exceeds the plan assets on the valuation date is also shown in Table 7. In a well-funded plan future employer contributions are anticipated to amortize this "unfunded actuarial accrued liability" over a reasonable period of time.

There are a number of factors that can operate to influence the change in the size of the plan's unfunded actuarial accrued liability from one actuarial valuation to the next. The following is a description of the particular factors that could have such an influence in the plan:

## Contribution

When the plan's contributions exceed the plan's normal cost, the excess is applied toward reducing the plan's unfunded actuarial accrued liability.

During the plan year ending 2020, there was no such excess.

## Plan Change

When a change in benefits takes place, an increase or decrease in the plan's unfunded actuarial accrued liability and other costs may take place.

No plan change has been made since the 1/1/2020 valuation.

### Change in Assumptions

When experience, or other factor, calls for a change in assumptions, at the time such a change is made an increase or decrease in the plan's liability and other costs may take place.

No change in actuarial assumptions has been made since the 1/1/2020 valuation.

## Change in Actuarial Method

When a change in actuarial method takes place, an increase or decrease in the plan's liability and other costs may take place.

A change in actuarial method was made from actuarial value of assets to market value since the 1/1/2020 valuation.

## Actuarial Gain or Loss

The assumptions underlying the actuarial valuation are just that, i.e. estimates as to economic and demographic experience in the future. Although an attempt is made to choose each assumption on a reasonable basis, it is sufficient that the <u>combined</u> <u>set</u> of assumptions be reasonably related to the experience of the plan and its expectations and represent our best estimate of future experience.

During the year ending 2020, there was an actuarial gain.

## Summary of Factors

Table 8. shows the details of the change in the unfunded actuarial accrued liability of the plan between 1/1/2020 and 1/1/2021.

# TABLE 8. DETAILS OF CHANGE IN UNFUNDED ACTUARIAL ACCRUED LIABILITY FROM 1/1/2020 TO 1/1/2021

ITEM NO.	DESCRIPTION	AMOUNT
1.	Unfunded Actuarial Accrued Liability On 1/1/2020	\$ 19,240,641.
2.	Increase Due to Normal Costs in Excess Of Contributions	1,964,305.
3.	Change Due to Change in Benefits	0.
4.	Change Due to Change in Assumptions	0.
5.	Decrease Due to Change in Actuarial Method	-1,647,690.
6.	Decrease Due to Actuarial Gain	- 3,797,634.
7.	Decrease in Unfunded Actuarial Accrued Liability (Items 2 through 6.)	- 3,481,019.
8.	Unfunded Actuarial Accrued Liability On 1/1/2021	15,759,622.

## AMORTIZATION OF UNFUNDED ACTUARIAL ACCRUED LIABILITY

Table 9 contains our analysis of how future employer contributions will be used. Note that a portion of such contributions will be used for the normal costs of the plan and the balance will be used to amortize the plan's unfunded actuarial accrued liability.

In this plan the amount of the annual employer contributions does not cover the annual normal cost of the plan. The consequence is that the existing assets are invaded to make up the difference. The anticipated drain will eventually reduce assets to a level that will be below the plan's actuarial accrued liability. Beyond that point, the plan's actuarial position will deteriorate.

The plan's current unfunded actuarial accrued liability is currently not funded.

#### ACTUARIAL PRESENT VALUE OF ACCUMULATED PLAN BENEFITS

One of the components of the actuarial accrued liability displayed in Table 7 is the actuarial present value of the benefits earned to date.

A comparison of assets with the actuarial present value of accumulated plan benefits provides another measure of the funded status of the plan, sometimes referred to as the "benefit security" ratio. The actuarial present value of accumulated plan benefits is the liability, based on only mortality and interest rate assumptions, for just the pension benefits that have been earned on the basis of each participant's service history as of the valuation date. Ancillary benefits for active participants are not included in this liability.

Table 10 portrays the present value of all participants' earned benefits as of 1/1/2021 and for comparison purposes those as of the preceding four years.

## CHANGE IN ACTUARIAL PRESENT VALUE OF ACCUMULATED PLAN BENEFITS

There are a number of factors which affect the change in the size of the actuarial present value of accumulated plan benefits from one actuarial valuation to the next. Table 8.depicts the effects of each of these factors. This information may be of particular interest to the plan's auditor.

## **ESTIMATE FOR FUTURE**

The following is our estimate of the future annual fiscal activity of the plan as of 1/1/2021.

TABLE 9. FUTURE ANNUAL FISCAL ACTIVITY: ONE YEAR

	1/1/2021	
ITEM	AMOUNT	AVERAGE DOLLARS PER WEEK
Employer Contributions Normal Cost	\$242,203.	\$67.71
Pension Service	364,887.	102.01
Administration	400,000.	111.82
Total	764,887.	213.83
Annual Shortfall	522,684.	146.12
Years to Full Funding	N	I/A

TABLE 10.
PRESENT VALUE OF ACCUMULATED PLAN BENEFITS: AT START OF FIVE YEARS

	ACTUARIAL PRESENT VALUE				
ITEM	1/1/2021	1/1/2020	1/1/2019	1/1/2018	1/1/2017
Vested Benefits					
Pensioned	\$17,937,124.	\$17,696,734.	\$17,059,973.	\$16,127,015.	\$15,470,141.
Separated Vested	13,676,516.	13,877,128.	14,073,024.	14,191,170.	13,830,685.
Active	6,279,482.	8,477,029.	7,651,280.	7,398,736.	7,073,398.
Total	37,893,122.	40,050,891.	38,784,277.	37,716,921.	36,374,224.
Market Value of Assets	22,220,184.	22,394,623.	20,791,252.	23,358,244.	22,514,416.
Ratio of Assets to Present Value of					
Vested Benefits	59%	56%	54%	62%	62%
Non-Vested Benefits	86,684.	121,259.	160,301.	117,536.	146,882.
Present Value of Total Benefits	37,979,806.	40,172,150.	38,944,578.	37,834,457.	36,521,106.

# TABLE 11. DETAILS OF CHANGE IN ACTUARIAL PRESENT VALUE OF ACCUMULATED PLAN BENEFITS FROM 1/1/2020 TO 1/1/2021

ITEM NO.	DESCRIPTION	AMOUNT
1.	Actuarial Present Value of Accumulated Plan Benefits On 1/1/2020	\$ 40,172,150.
2.	Decrease (Including Benefits Accumulated and the Effect of Non-Investment Experience and Retirements)	- 2,728,953.
3.	Decrease Due to Benefits Paid	-2,292,759.
4.	Change Due to Change in Benefits	0.
5.	Change Due to Change in Assumptions	0.
6.	Increase Due to Decrease in Discount Period	2,829,368.
7.	Decrease in Actuarial Present Value of Accumulated Plan Benefits (Items 2 through 6)	- 2,192,344.
8.	Actuarial Present Value of Accumulated Plan Benefits On 1/1/2021	37,979,806.

## <u>ASSUMPTIONS</u>

We suggest and have used in this valuation the following assumptions:

- 1. MORTALITY. The mortality table we have employed in this valuation is the 1983 Group Annuity Mortality Table.
- 2. INVESTMENT YIELD FOR VALUATION PURPOSES. We have assumed that the plan funds will earn 7.25% annual compound interest in the future.
- 3. INVESTMENT YIELD FOR THE PURPOSES OF ACCUMULATED PLAN BENEFITS AND EMPLOYER WITHDRAWAL LIABILITY. The pertinent assumptions are the same as those used for basic valuation.
- 4. TURNOVER. We have assumed that no terminations of employment, other than death, disability or pension, will occur in the future.
- 5. FUTURE WORK YEAR. We have assumed that each active participant will work 49 weeks of pension service in each year in the future.
- 6. AGE AT PENSION. We have assumed that each active and separated vested participant will elect pension at age 65, or when eligible, if later.
- 7. ADMINISTRATION EXPENSES. We have assumed \$400,000. will be the annual cost of administration.
- 8. NUMBER OF ACTIVE PARTICIPANTS. We have assumed that the number of active participants will remain constant from here forward with replacements being made immediately upon pension, death or disability.

## SECTION 5. EMPLOYER WITHDRAWAL LIABILITY

For purposes of "employer withdrawal liability" under the Multiemployer Pension Plan Amendments Act of 1980 we have made a calculation of the value of unfunded vested benefits as of the end of the plan year.

The pertinent assumptions are the same as those we have used for the basic actuarial valuations themselves for determining the present value of accumulated plan benefits. In addition, for this purpose, assets are valued at market value. The following table shows the results of this calculation. When the value of unfunded vested benefits is less than zero, it is treated as zero for employer withdrawal liability calculations.

TABLE 12.

VALUE OF UNFUNDED VESTED BENEFITS FOR EMPLOYER WITHDRAWAL LIABILITY PURPOSES

	UNFUNDED VESTED LIABILITY	
	FOR EMPLOYER WITHDRAWAL	
DATE	LIABILITY CALCULATIONS	
12/31/09	\$ 9,280,643.	
12/31/10	11,248,064.	
12/31/11	9,184,902.	
12/31/12	9,184,902.	
12/31/13	8,882,406.	
12/31/14	9,969,030.	
12/31/15	11,065,811.	
12/31/16	13,859,808.	
12/31/17	14,353,677.	
12/31/18	17,993,025.	
12/31/19	17,656,268.	
12/31/20	15,672,938.	

The valuation indicates that if an employer "withdrew" from the plan during the 12-month period starting 1/1/2021, the Trustees would have to make a study to determine if they were entitled to seek any employer withdrawal liability.

## SECTION 6. FEDERAL MINIMUM FUNDING REQUIREMENTS

## MINIMUM FUNDING STANDARD

In an effort to minimize the likelihood of plan termination at a time when the assets of the pension fund are not sufficient to provide for the vested benefits, each pension plan must satisfy minimum funding requirements that will be established when the pension plan comes under coverage of the Employee Retirement Income Security Act (ERISA). In the case of the Local 1783 I.B.E.W Pension Plan, this means that the minimum funding requirement was required to be observed for the first time for the year beginning 1/1/76.

Essentially, on a cumulative basis, the amounts that are required to be paid to the plan in order to meet this standard are the sum of the following:

- A. the normal cost of the plan for the year;
- B. the amount necessary to fund the unfunded actuarial accrued liability as of the date on which the plan must first comply with this section of ERISA, over a period of 40 years (over 10 years currently);
- C. any net increase in unfunded liability that arises from a plan amendment made after 1/1/76, funded over 40 years (over 30 years for plan amendments adopted through 12/31/2007 and 10 years currently);
- D. any net experience loss occurring after 1/1/76, funded over 20 years (over 15 years for a loss occurring currently);
- E. any loss resulting from a change in actuarial assumptions made after 1/1/76, funded over 30 years (10 years currently);
- F. any waived funding deficiency occurring after 1/1/76, funded over 15 years.

In the event that, on a cumulative basis, there is a deficiency in this funding, the employers contributing are required, in effect, to make it up immediately unless a waiver is secured.

#### COMPLIANCE WITH REQUIREMENTS

The plan's enrolled actuary must certify, to government agencies, annually, whether or not the plan satisfies these requirements. The following table portrays recent activity in the funding standard account.

## SECTION 6. FEDERAL MINIMUM FUNDING REQUIREMENTS (CONT'D)

TABLE 13. FUNDING STANDARD ACCOUNT

YEAR	CONTRIBUTIONS (& OTHER CREDITS) FOR YEAR	CHARGES FOR YEAR	EXCESS FOR YEAR	ACCUMULATED SURPLUS IN FUNDING STANDARD ACCOUNT AT END OF YEAR
1994	1,055,917.	1,027,600.	28,317.	1,963,573.
1995	1,146,764.	1,144,092.	2,672.	1,966,245.
1996	1,242,124.	1,172,199.	69,925.	2,036,170.
1997	1,330,534.	1,146,413.	184,121.	2,220,291.
1998	1,584,812.	1,306,396.	278,416.	2,498,707.
1999	1,919,945.	1,319,573.	600,372.	3,099,079.
2000	1,752,164.	1,432,585.	319,579.	3,418,658.
2001	1,911,027.	1,930,097.	-19,070.	3,399,588.
2002	1,883,587.	2,481,898.	-598,311.	2,801,277.
2003	2,457,066.	2,784,816.	-327,750.	2,473,527.
2004	2,538,832.	2,764,877.	-226,045.	2,247,482.
2005	2,458,951.	2,690,819.	-231,868.	2,015,614.
2006	2,480,509.	2,747,382.	-266,873.	1,748,741.
2007	2,565,489.	2,848,586.	-283,097.	1,465,644.
2008	2,658,925.	3,055,182.	-396,257.	1,069,387.
2009	2,920,882.	3,494,663.	-573,781.	495,606.
2010	2,972,729.	3,426,304.	-453,575.	42,031.
2011	2,695,532.	3,290,894.	-595,362.	553,331.
2012	5,950,031	3,003,826.	2,946,205.	3,499,536.
2013	2,859,645.	3,330,976.	-471,331.	3,028,205.
2014	2,824,373.	3,389,145.	-564,772.	2,463,433.
2015	2,905,081.	3,227,703.	-322,622.	2,140,811.
2016	2,783,236.	3,180,054.	-396,818.	1,742,993.
2017	566,815.	3,169,339.	-2,602,524.	- 859,531.
2018	317,149.	2,669,579.	-2,352,430.	-3,211,961
2019	342,438.	3,235,643.	-2,893,205.	-6,105,166.
2020	307,576.	3,489,889.	-3,182,313.	-9,287,479.

# SUMMIT ACTUARIAL SERVICES, LLC

115 N. Church Street Moorestown, New Jersey 08057 856.234.8801

To: Trustees,

Local 1783 I.B.E.W Pension Plan

Re: Actuarial Certification

This is to certify that we have performed an actuarial valuation of the Local 1783 I.B.E.W. Pension Plan as of January 1, 2021 based upon the rules and regulations in effect on such date.

A summary of the results of that valuation is attached.

Frank Iannucci, MSPA, MAAA Enrolled Actuary No. 20-05241

## SECTION 7. ACTUARIAL CERTIFICATION (CONT'D)

## LOCAL 1783 I.B.E.W. PENSION PLAN SUMMARY

**ACTUARIAL VALUATION: 1/1/2021** 

1. Number of Participants Included:

 1.1 Pensioner
 324

 1.2 Separated Vested:
 447

 1.3 Active:
 73

 1.4 Total:
 844

2. Actuarial Accrued Liability:

 2.1 Pensioner:
 \$17,937,124.

 2.2 Separated Vested:
 13,676,516.

 2.3 Active:
 6,366,166.

 2.4 Total:
 37,979,806.

3. Actuarial Value of Assets: \$22,220,184.

4. Unfunded Actuarial Accrued Liability: 15,759,622.

5. Estimate for Future:

5.1 Estimated Annual Contributions to Plan: 242,203. 5.2 Normal Costs: 764,887. 5.3 Annual Shortfall: 522,684.

6. Major Assumptions:

6.1 Interest: 7.25%

6.2 Mortality: 1983 Group Annuity Mortality Table

6.3 Turnover: none 6.4 Disability: none 6.5 Future Work Year: 49 weeks

6.6 Age at Pension: age 65, or when eligible, if later

6.7 Administration Expenses: \$400,000. annually

7. Costing Method: Accrued Benefit Unit Credit

8. Asset Valuation Method: Actuarial Value

Internal Revenue Service Employee Plans Compliance Unit Group 7602 (SE:TEGE:EP) Room 1700 - 17th Floor 230 S. Dearborn Street Chicago, IL 60604

Re: Annual Certification - Pension Protection Act of 2006 (PPA)

#### Plan Identification

Local 1783 I.B.E.W. Pension Plan EIN 13-1889643 **Board of Trustees** 84 Business Park Drive, Suite 202 Armonk, NY 10504

Telephone Number: 914-948-3771

This certification is being made for the plan year January 1, 2021 through December 31, 2021.

## **Enrolled Actuary Certification**

Frank lannucci, MAAA, MSPA Enrolled Actuary Number: 20-05241 Telephone Number: 609-575-6805

Mul Januar

Summit Actuarial Services, LLC 115 N. Church Street, 3rd Floor Moorestown, NJ 08057

#### Information on Plan Status

The Local 1783 Pension Fund is in critical and declining status. Based on a seven-year projection of the actuarial value of assets and the present value of accumulated benefits, the Plan is projected to be at least 70% funded in the current year but is projected to have an accumulated funding deficiency in the current fiscal year and is projected to become insolvent in less than twenty years.

Projections are based on reasonable actuarial assumptions and methods that offer the best estimate of the anticipated experience under the plan. Projections reflect both the most recent asset value and present value of accumulated benefits available and also reflect reasonably anticipated employer contributions for the current and succeeding plan years. Actuarial assumptions and methods used in the projections are the same as those used in the prior valuation. Actual results will vary due to differences between actual plan experience and that anticipated in the projection.

3/24/2021

## Local 1783 Pension Fund - Cash Flow Study Benefits &

	<b>BOY Assets</b>	<b>Contributions</b>	<b>Administration</b>	<b>EOY Assets</b>
2020	\$22,394,623	\$245,500	\$2,656,500	\$21,665,000
2021	\$21,665,000	\$245,500	\$2,696,348	\$20,696,022
2022	\$20,696,022	\$245,500	\$2,736,793	\$19,614,881
2023	\$19,614,881	\$245,500	\$2,777,845	\$18,412,818
2024	\$18,412,818	\$245,500	\$2,819,512	\$17,080,427
2025	\$17,080,427	\$245,500	\$2,861,805	\$15,607,612
2026	\$15,607,612	\$245,500	\$2,904,732	\$13,983,535
2027	\$13,983,535	\$245,500	\$2,948,303	\$12,196,561
2028	\$12,196,561	\$245,500	\$2,992,528	\$10,234,205
2029	\$10,234,205	\$245,500	\$3,037,415	\$8,083,062
2030	\$8,083,062	\$245,500	\$3,082,977	\$5,728,749
2031	\$5,728,749	\$245,500	\$3,129,221	\$3,155,827
2032	\$3,155,827	\$245,500	\$3,176,160	\$347,729
2033	\$347,729	\$245,500	\$3,223,802	-\$2,713,327

## Assumptions:

- Assets will earn 7.25% per year after 2020
   MV of assets as of 12/31/2020 based on most recent information available
- 2. Contributions will not Change
- 3. Benefits and Administration will go up by 1.5% per year
- 4. Contributions and Total Outgo based on most recent information avalable
- 5. All other assumptions based on valuation assupmptions

# LOCAL 1783 I.B.E.W. PENSION PLAN

# **REVISED**

**ACTUARIAL VALUATION REPORT** 

**EFFECTIVE JANUARY 1, 2022** 

# SUMMIT ACTUARIAL SERVICES, LLC

720 East Main Street Unit 2S Moorestown, New Jersey 08057 856.234.8801

To: Trustees,

Local 1783 I.B.E.W. Pension Plan

Re: Report on REVISED Actuarial Valuation of Plan as of January 1, 2022

Date: April 2024

The following is our revised report to you dealing with the actuarial valuation we have made of the Local 1783 I.B.E.W. Pension Plan as of January 1, 2022. We have provided this revised valuation due to changes in participant information that came to light because of the Fund's preparation of the Application for Special Financial Assistance and the corresponding review of the participant data.

### **Actuarial Status:**

We have subjected the plan to measurement by several yardsticks. These tests and results are:

- 1. Benefit security ratio: 59%. (59% using the criteria under the Pension Protection Act)
- 2. Management of unfunded actuarial accrued liability: the plan does not fund under the current contribution rates.
- 3. Compliance with federal minimum funding requirements: no surplus but the Fund implemented a reasonable measures rehabilitation plan.
- 4. Unfunded vested liability for employer withdrawal liability purposes: \$16,555,105.
- 5. Compliance with federal tax deductibility limits for expected employer contributions for 2022.

We appreciate the opportunity to have made this study for you. We are available to discuss possible options. If there are items that you would like included in future reports, please do not hesitate to contact us.

Sincerely,

Frank lannucci, MAAA, EA

**Enrolled Actuary** 

Jane A. Flanagan, CEBS, MS, MA

Jane a Flanagan

**Actuarial Consultant** 

# **CONTENTS**

SECTION	DESCRIPTION	PAGE
SECTION 1.	INTRODUCTION	1
SECTION 2.	PLAN DESCRIPTION	2
SECTION 3.	RECENT FISCAL ACTIVITY	8
SECTION 4.	ACTUARIAL STATUS	11
SECTION 5.	EMPLOYER WITHDRAWAL LIABILITY	21
SECTION 6.	FEDERAL MINIMUM FUNDING REQUIREMENT	·S22
SECTION 7.	ACTUARIAL CERTIFICATION	24

# **TABLES**

TABLE	DESCRIPTION	PAGE
1.	PLAN PROVISIONS	2
2.	BENEFIT ELIGIBILITY	5
3.	CENSUS OF ACTIVE PARTICIPANTS	6
4.	RECONCILIATION OF PARTICIPANT DATA	7
5.	PLAN FISCAL ACTIVITY: FIVE YEARS	9
6.	MATHEMATICAL ANALYSIS OF PLAN INVESTMENT YIELD: FIVE YEARS	10
7.	ACTUARIAL ACCRUED LIABILITY: FIVE YEARS	12
8.	DETAILS OF CHANGE IN UNFUNDED ACTUARIAL ACCRUED LIABILITY FROM 1/1/2021 TO 1/1/2022	15
9.	FUTURE ANNUAL FISCAL ACTIVITY: ONE YEAR	17
10.	PRESENT VALUE OF ACCUMULATED PLAN BENEFITS: FIVE YEARS	18
11.	DETAILS OF CHANGE IN ACTUARIAL PRESENT VALUE OF ACCUMULATED PLAN BENEFITS FROM 1/1/2021 TO 1/1/2022	19
12.	VALUE OF UNFUNDED VESTED BENEFITS FOR EMPLOYER WITHDRAWAL LIABILITY PURPOSES	21
13.	FUNDING STANDARD ACCOUNT	23

## SECTION 1. INTRODUCTION

#### PURPOSE OF ACTUARIAL VALUATION

The valuation of the pension plan is intended to reveal the relationship between the plan's liabilities and its assets so that the Trustees can be made aware of how well they are performing the task of using pension plan monies for the maximum membership benefits with reasonable assurance that such benefits will, indeed, be provided. The valuation lets the Trustees know if a modification in the plan's benefits is called for when matched against the developing experience of the entire program.

### **SPONSORSHIP**

The valuation was sponsored by the Trustees. The valuation and this report were directed by Frank lannucci, a member of the American Academy of Actuaries and the Society of Pension Actuaries. He is also the plan's "enrolled actuary" (retained in compliance with ERISA).

## **EFFECTIVE DATE**

The effective date of the valuation is January 1, 2022; the effective date of the data provided to our firm is the same. Actuarial valuations are performed annually.

## **ACCOUNTING BASIS**

The accounting basis employed in this report is, unless specifically stated otherwise, the "accrual" basis employed by the plan's independent auditor.

### ASSET VALUATION METHOD

Assets are valued at market value as of January 1, 2022.

### INVESTMENT YIELD CALCULATION METHOD

Investment yield is shown on the "total return" basis which includes the effect of appreciation or depreciation in the value of the plan's assets, whether realized or not.

#### ROUNDING

In some tables in this report details may not add to the total (or subtotal) shown due to rounding.

#### "YEAR"

Plan records are kept on a "plan year" basis. The plan year is the 12 consecutive month period that starts with January 1st and ends with the following December 31th. In this report, when a calendar year is associated with a plan year in a column heading or otherwise, the calendar year designation refers to the plan year ending within that calendar year. For example, "2021" refers to the plan year ending 12/31/2021.

## SECTION 2. PLAN DESCRIPTION

## **IN GENERAL**

The plan is funded through employer contributions and investment yield on the plan funds.

Coverage is afforded participants working in the Local 1783 jurisdiction for employers with collective bargaining agreements providing for contributions to the plan.

## **PLAN PROVISIONS**

A summary of the major plan provisions in effect as of 1/1/2022 is contained in Table 1.

## TABLE 1. PLAN PROVISIONS

Pension Service:				
Time Period Years of Pension Service Earned				
Past and Future	one fifty-second of a year for each week worked in covered employment			
No more than one year of pension service may be earned in a year.				

Vesting Service:				
Time Period	Years of Vesting Service Earned			
Prior To 1976	one year for each year in which at least 1,000 hours of pension service is earned			
After 1975	one year for each year in which at least 1,000 hours of vesting service (i.e., pension service and/or related service) is earned			

Eligibility for Benefits:		
Type of Benefit	Age Requirement	Service Requirement
Participation	None	either ten weeks of pension service during a plan year or 1,000 hours of vesting service during 12 consecutive months
Normal Pension	65	five years of vesting service or five years of continuous plan participation
Early Pension	62	ten years of pension service and ten years of vesting service
Disability Pension	at least age 45 and under age 65	recently active at start of disability, ten years of pension service, ten years of vesting service and receiving Social Security disability benefit
Pre-Pension Lump Sum Death	None	one month in covered employment
Post-Pension Lump Sum Death	None	receiving pension payments
Pre-Pension Surviving Spouse Pension	None	vested and married for one year
Vesting	None	five years of vesting service

Benefits:				
Туре	Amount	Duration		
Normal Pension	a monthly pension equal to 4.00% of all pension contributions made to the plan after 1986 (for pension service earned after December 31, 2010 based on contribution rate in effect on May 31, 2010) plus \$22.00 for each year of pension service earned prior to 1987 (with a minimum accrual rate after 1986 of \$22.00 per year of pension service)	life, minimum guaranteed 60 months		

TABLE 1. (CONT'D) PLAN PROVISIONS

Benefits (Cont'd):				
Туре	Amount	Duration		
Early Pension	same as normal but reduced 1/2 of 1% for each month prior to age 65, with the following exceptions:	life, minimum guaranteed 60 months		
	if the participant has at least 30 years of pension service, there will be no reduction; and			
	2) if the participant has at least 25, but less than 30, years of pension service, the reduction will be 1/4 of 1% for each month prior to the normal pension date			
Disability Pension	50% of normal pension	to death, age 65, or recovery, whichever is earliest		
Pre-Pension Lump Sum Death	\$5,000. less pension payments received up to the time of death	lump sum		
Post-Pension Lump Sum Death	\$1,000. less pension payments received up to the time of death	lump sum		
Surviving Spouse Pension	married couple benefit	life of spouse		

Options at Normal and Early Pension Age:				
Туре	Amount	Duration		
Life With 60 Months Minimum	same as normal	life, minimum guaranteed 60 months		
Married Couple	actuarially reduced with 50% payable to surviving spouse	life of both pensioner and spouse		

## **PARTICIPANTS**

It is important to remember that the plan has a liability for those already receiving benefits and also a liability for the earned pensions of those participants who are not yet on pension.

As of January 1, 2022, there were 335 pensioners, 72 active participants and 436 separated vested participants included in the valuation.

Table 2. indicates how many of the active participants are currently eligible for the several types of benefits in the plan, based on pension service earned as of 12/31/2021.

TABLE 2.
BENEFIT ELIGIBILITY: ACTIVE PARTICIPANTS AT 1/1/2022

TYPE OF BENEFIT	NUMBER ELIGIBLE	NUMBER NOT ELIGIBLE
Normal Pension	10	62
Early Pension	11	61
Disability Pension	27	45
Vesting	41	31
Lump Sum Death Benefit	72	0
Surviving Spouse Pension	41	31

The average age of the active participants as of 1/1/2022 is 49 years, their average accrued pension service is 12 years.

## SECTION 2. PLAN DESCRIPTION (CONT'D)

### **CENSUS OF ACTIVE PARTICIPANTS**

Table 3. depicts the active participants as of 1/1/2022.

TABLE 3.
CENSUS OF ACTIVE PARTICIPANTS

	YEARS OF PENSION SERVICE											
AGE	0-4	5-9	10-14	15-19	20-24	25-29	30-34	35-39	40-44	45-49	50&OVER	TOTAL
20-24	5	0	0	0	0	0	0	0	0	0	0	5
25-29	6	0	0	0	0	0	0	0	0	0	0	6
30-34	2	0	0	0	0	0	0	0	0	0	0	2
35-39	4	1	1	0	0	0	0	0	0	0	0	6
40-44	3	1	1	1	0	0	0	0	0	0	0	6
45-49	4	1	0	2	1	0	0	0	0	0	0	8
50-54	1	2	1	0	3	0	1	0	0	0	0	8
55-59	2	2	0	0	2	2	1	0	0	1	0	10
60-64	3	2	0	1	0	1	1	1	1	0	0	10
65-69	0	2	1	1	2	1	1	1	1	0	0	10
70-74	1	0	0	0	0	0	0	0	0	0	0	1
TOTAL	31	11	4	5	8	4	4	2	2	1	0	72

#### SECTION 2. PLAN DESCRIPTION (CONT'D)

#### RECONCILIATION OF PARTICIPANT DATA

The accuracy of an actuarial valuation is dependent upon the accuracy of the participant data used to generate the liability and future income estimates. In an effort to ensure reliability and consistency between valuations, we have performed a reconciliation consisting of an accounting for all the exits from, and entries into, each of the three participant groups (actives, separated vesteds and pensioners) as well as for the participant group as a whole.

Table 4 depicts the results of this reconciliation between 1/1/20121 and 1/1/2022.

TABLE 4.

RECONCILIATION OF PARTICIPANT DATA BETWEEN 1/1/2021 AND 1/1/2022

	VALUATION GROUP							
ITEM	ACTIVE PARTICIPANTS	SEPARATED VESTED PARTICIPANTS	PENSIONED PARTICIPANTS AND BENEFICIARIES	ALL PARTICIPANTS				
Included In 1/1/2021 Actuarial Valuation	73	461	324	858				
Died:     (a) With Entitled Spouse     (b) Without Entitled Spouse     (c) Period Certain Ended		14	8	22				
Retired     Data Addition	1	18		19				
<ul><li>5. Left Valuation Group for Other Reasons:</li><li>(a) With Vested Benefits</li><li>(b) Without Vested Benefits</li><li>(c) 70.5 Pensioners</li></ul>	7 6			7 6				
6 New Entrants to Valuation Group	13	Z	<u>19</u>	<u>39</u>				
7. As Reported In 1/1/2022 Actuarial Valuation: (1)-(2)-(3)+(4)-(5)+(6)	72	436	335	843				

#### SECTION 3. RECENT FISCAL ACTIVITY

#### **OPERATING RESULTS**

Table 5. portrays the fiscal activity of the pension plan during the last five years.

#### INVESTMENT RESULTS

Managing the plan assets is an important responsibility of the Trustees. The assets are in various types of investments.

Table 6. shows the market value investment yield results for the last five years. The method used in determining this figure is to divide the investment yield by the investment base. The investment base is the beginning-of-the-year balance plus 1/2 of the net capital additions (consisting of employer contributions less benefit payments and administration expenses). Investment fees are not considered administration expenses but, rather, a reduction in the investment yield.

#### CONTRIBUTIONS

The sources of capital for the plan are the employer contributions. These are required to be made by employers who hire members of the bargaining unit in positions that call for contributions to the pension plan in accordance with the terms of collective bargaining agreements between such employers and the union or Pension Fund. There are several rates of contributions in effect (and these change from time to time).

### SECTION 3. RECENT FISCAL ACTIVITY (CONT'D)

TABLE 5.
PLAN FISCAL ACTIVITY: FIVE YEARS

ITEM	AMOUNT IN YEAR ENDING IN						
ITEM	2021	2020	2019	2018	2017		
Income							
Contributions	\$944,565.*	\$242,203.*	\$274,120.*	\$253,113.*	\$372,162.*		
Investment Yield	3,843,872.	2,298,496.	3,945,776.	-329,921.	3,047,382.		
Total	4,788,437.	2,540,699.	4,219,896.	-76,808.	3,419,544.		
Expenses							
Benefits	2,362,450.	2,292,759.	2,192,398.	2,090,010.	2,008,733.		
Administration Expenses	411,107.	422,379.	424,127.	400,174.	566,983.		
Total	2,773,557.	2,715,138.	2,616,525.	2,490,184.	2,575,716.		
Net Operating Surplus	2,014,880.	- 174,439.	1,603,371.	-2,566,992.	843,828.		
Year-End Market Value Assets	24,235,064.	22,220,184.	22,394,623.	20,791,252.	23,358,244.		
Year-End Actuarial Value Assets	24,235,064.	22,220,184.	20,931,509.	21,692,841.	22,556,683.		

<sup>\*</sup> In addition, employer withdrawal liability payments may be included.

## SECTION 3. RECENT FISCAL ACTIVITY (CONT'D)

TABLE 6.
MATHEMATICAL ANALYSIS OF PLAN INVESTMENT YIELD: FIVE YEARS

	AMOUNT IN YEAR ENDING IN							
ITEM	2021	2020	2019	2018	2017			
Opening Balance	\$22,220,184.	\$22,394,623.	\$20,791,252.	\$23,358,244.	\$22,514,416.			
2. Closing Balance	24,235,064.	22,220,184.	22,394,623.	20,791,252.	23,358,244.			
Net Capital Additions During Year	-1,828,992.	-2,472,935.	-2,342,405.	-2,237,071.	-2,203,554.			
4. Calculation Base (1. Plus 1/2 x 3.)	21,305,688.	21,158,156.	19,620,050.	22,239,709.	21,412,639.			
5. Investment Yield	3,843,872.	2,298,496.	3,945,776.	-329,921.	3,047,382.			
6. Market Value Investment Yield %	18.04%	10.86%	20.11%	-1.48%	14.23%			

#### SECTION 4. ACTUARIAL STATUS

#### **ACTUARIAL FUNDING METHOD**

We have employed the "accrued benefit unit credit" cost method in establishing the normal cost and actuarial accrued liability for the participants.

The reason that we have used this method, and recommend its continued use, is that it is intended to compare annual costs to the current contributions.

#### NORMAL COST

In this method an active participant's pension benefit earned for the current fiscal year is determined on a present value basis. This current pension cost is an annual cost (called the "normal cost" in this method). Normal costs are levied for active participants only.

#### **ACTUARIAL ACCRUED LIABILITY**

One of the calculations made in the course of the actuarial valuation is the estimate of the plan's "actuarial accrued liability" on the valuation date. In general, this term means the present worth, expressed in a single sum, of the benefits yet to be paid, for each of the three major classes of plan participants:

- 1. those already receiving pension benefits;
- 2. those who have separated from active service, are vested in their accrued benefits, are still living, and are not yet receiving pension benefits; and
- 3. those who are in active service in employment covered by the plan.

The benefits taken into account in calculating the pensioned and the separated vested participants' liabilities are those which are already accrued by the valuation date.

The results of our calculation of the plan's actuarial accrued liability as of the current valuation date are shown in Table 7.

### **LIABILITIES - CONTINUING STATUS**

The following table contains an analysis of the plan's actuarial accrued liability as of 1/1/2022 and the preceding four plan years.

TABLE 7.
ACTUARIAL ACCRUED LIABILITY: AT START OF FIVE YEARS

ITEM	1/1/2022	1/1/2021	1/1/2020	1/1/2019	1/1/2018
Pensioner Liability	\$19,286,211.	\$17,937,124.	\$17,696,734.	\$17,059,973.	\$16,127,015.
Separated Vested Liability	15,543,775.	13,676,516.	13,877,128.	14,073,024.	14,191,170.
Active Liability	6,052,794.	6,366,166.	8,598,288.	7,811,581.	7,516,276.
Total Actuarial Accrued Liability	40,882,780.	37,979,806.	40,172,150.	38,944,578.	37,834,461.
Assets	24,235,064.	22,220,184.	20,931,509.	21,692,841.	22,556,683.
Unfunded Actuarial Accrued Liability	16,647,716.	15,759,622.	19,240,641.	17,251,737.	15,277,778.

#### CHANGE IN UNFUNDED ACTUARIAL ACCRUED LIABILITY

The amount by which the actuarial accrued liability exceeds the plan assets on the valuation date is also shown in Table 7. In a well-funded plan future employer contributions are anticipated to amortize this "unfunded actuarial accrued liability" over a reasonable period of time.

There are a number of factors that can operate to influence the change in the size of the plan's unfunded actuarial accrued liability from one actuarial valuation to the next. The following is a description of the particular factors that could have such an influence in the plan:

#### Contribution

When the plan's contributions exceed the plan's normal cost, the excess is applied toward reducing the plan's unfunded actuarial accrued liability.

During the plan year ending 2021, there was no such excess.

#### Plan Change

When a change in benefits takes place, an increase or decrease in the plan's unfunded actuarial accrued liability and other costs may take place.

No plan change has been made since the 1/1/2021 valuation.

#### Change in Assumptions

When experience, or other factor, calls for a change in assumptions, at the time such a change is made an increase or decrease in the plan's liability and other costs may take place.

No change in actuarial assumptions has been made since the 1/1/2021 valuation.

#### Change in Actuarial Method

When a change in actuarial method takes place, an increase or decrease in the plan's liability and other costs may take place.

A change in actuarial method was made from actuarial value of assets to market value since the 1/1/2021 valuation.

#### Actuarial Gain or Loss

The assumptions underlying the actuarial valuation are just that, i.e. estimates as to economic and demographic experience in the future. Although an attempt is made to choose each assumption on a reasonable basis, it is sufficient that the <u>combined</u> <u>set</u> of assumptions be reasonably related to the experience of the plan and its expectations and represent our best estimate of future experience.

During the year ending 2021, there was an actuarial gain.

#### Summary of Factors

Table 8. shows the details of the change in the unfunded actuarial accrued liability of the plan between 1/1/2021 and 1/1/2022.

## TABLE 8. DETAILS OF CHANGE IN UNFUNDED ACTUARIAL ACCRUED LIABILITY FROM 1/1/2021 TO 1/1/2022

ITEM NO.	DESCRIPTION	AMOUNT
1.	Unfunded Actuarial Accrued Liability On 1/1/2021	\$ 15,759,622.
2.	Increase Due to Normal Costs in Excess Of Contributions	962,395.
3.	Change Due to Change in Benefits	0.
4.	Change Due to Change in Assumptions	0.
5.	Change Due to Change in Actuarial Method	0.
6.	Decrease Due to Actuarial Gain	- 74,301.*
7.	Increase in Unfunded Actuarial Accrued Liability (Items 2 through 6.)	888,094.
8.	Unfunded Actuarial Accrued Liability On 1/1/2022	16,647,716.

<sup>\*</sup>Includes revisions in the participant data

#### AMORTIZATION OF UNFUNDED ACTUARIAL ACCRUED LIABILITY

Table 9 contains our analysis of how future employer contributions will be used. Note that a portion of such contributions will be used for the normal costs of the plan and the balance will be used to amortize the plan's unfunded actuarial accrued liability.

In this plan the amount of the annual employer contributions does not cover the annual normal cost of the plan. The consequence is that the existing assets are invaded to make up the difference. The anticipated drain will eventually reduce assets to a level that will be below the plan's actuarial accrued liability. Beyond that point, the plan's actuarial position will deteriorate.

The plan's current unfunded actuarial accrued liability is currently not funded.

#### ACTUARIAL PRESENT VALUE OF ACCUMULATED PLAN BENEFITS

One of the components of the actuarial accrued liability displayed in Table 7 is the actuarial present value of the benefits earned to date.

A comparison of assets with the actuarial present value of accumulated plan benefits provides another measure of the funded status of the plan, sometimes referred to as the "benefit security" ratio. The actuarial present value of accumulated plan benefits is the liability, based on only mortality and interest rate assumptions, for just the pension benefits that have been earned on the basis of each participant's service history as of the valuation date. Ancillary benefits for active participants are not included in this liability.

Table 10 portrays the present value of all participants' earned benefits as of 1/1/2022 and for comparison purposes those as of the preceding four years.

#### CHANGE IN ACTUARIAL PRESENT VALUE OF ACCUMULATED PLAN BENEFITS

There are a number of factors which affect the change in the size of the actuarial present value of accumulated plan benefits from one actuarial valuation to the next. Table 8.depicts the effects of each of these factors. This information may be of particular interest to the plan's auditor.

### **ESTIMATE FOR FUTURE**

The following is our estimate of the future annual fiscal activity of the plan as of 1/1/2022.

TABLE 9. FUTURE ANNUAL FISCAL ACTIVITY: ONE YEAR

	1/1/2022		
ITEM	AMOUNT	AVERAGE DOLLARS PER WEEK	
Employer Contributions Normal Cost	\$284,746.	\$80.71	
Pension Service	344,641.	97.69	
Administration	400,000.	113.38	
Total	744,641.	211.07	
Annual Shortfall	459,895.	130.36	
Years to Full Funding	N	I/A	

TABLE 10.
PRESENT VALUE OF ACCUMULATED PLAN BENEFITS: AT START OF FIVE YEARS

	ACTUARIAL PRESENT VALUE						
ITEM	1/1/2022	1/1/2021	1/1/2020	1/1/2019	1/1/2018		
Vested Benefits Pensioned Separated Vested Active Total	\$19,286,211. 15,543,775. 5,960,183. 40,790,169.	\$17,937,124. 13,676,516. 6,279,482. 37,893,122.	\$17,696,734. 13,877,128. 8,477,029. 40,050,891.	\$17,059,973. 14,073,024. 7,651,280. 38,784,277.	\$16,127,015. 14,191,170. 7,398,736. 37,716,921.		
Market Value of Assets	24,235,064.	22,220,184.	22,394,623.	20,791,252.	23,358,244.		
Ratio of Assets to Present Value of Vested Benefits	59%	59%	56%	54%	62%		
Non-Vested Benefits	92,611.	86,684.	121,259.	160,301.	117,536.		
Present Value of Total Benefits	40,882,780.	37,979,806.	40,172,150.	38,944,578.	37,834,457.		

TABLE 11.

DETAILS OF CHANGE IN ACTUARIAL PRESENT VALUE
OF ACCUMULATED PLAN BENEFITS FROM 1/1/2021 TO 1/1/2022

ITEM NO.	DESCRIPTION	AMOUNT
1.	Actuarial Present Value of Accumulated Plan Benefits On 1/1/2021	\$ 37,979,806.
2.	Increase (Including Benefits Accumulated, data adjustments and the Effect of Non-Investment Experience and Retirements)	2,597,527.
3.	Decrease Due to Benefits Paid	-2,362,450.
4.	Change Due to Change in Benefits	0.
5.	Change Due to Change in Assumptions	0.
6.	Increase Due to Decrease in Discount Period	2,667,897.
7.	Increase in Actuarial Present Value of Accumulated Plan Benefits (Items 2 through 6)	2,902,974.
8.	Actuarial Present Value of Accumulated Plan Benefits On 1/1/2022	40,882,780.

#### <u>ASSUMPTIONS</u>

We suggest and have used in this valuation the following assumptions:

- 1. MORTALITY. The mortality table we have employed in this valuation is the 1983 Group Annuity Mortality Table.
- 2. INVESTMENT YIELD FOR VALUATION PURPOSES. We have assumed that the plan funds will earn 7.25% annual compound interest in the future.
- 3. INVESTMENT YIELD FOR THE PURPOSES OF ACCUMULATED PLAN BENEFITS AND EMPLOYER WITHDRAWAL LIABILITY. The pertinent assumptions are the same as those used for basic valuation.
- 4. TURNOVER. We have assumed that no terminations of employment, other than death, disability or pension, will occur in the future.
- 5. FUTURE WORK YEAR. We have assumed that each active participant will work 49 weeks of pension service in each year in the future.
- 6. AGE AT PENSION. We have assumed that each active and separated vested participant will elect pension at age 65, or when eligible, if later.
- 7. ADMINISTRATION EXPENSES. We have assumed \$400,000. will be the annual cost of administration.
- 8. NUMBER OF ACTIVE PARTICIPANTS. We have assumed that the number of active participants will remain constant from here forward with replacements being made immediately upon pension, death or disability.

#### SECTION 5. EMPLOYER WITHDRAWAL LIABILITY

For purposes of "employer withdrawal liability" under the Multiemployer Pension Plan Amendments Act of 1980 we have made a calculation of the value of unfunded vested benefits as of the end of the plan year.

The pertinent assumptions are the same as those we have used for the basic actuarial valuations themselves for determining the present value of accumulated plan benefits. In addition, for this purpose, assets are valued at market value. The following table shows the results of this calculation. When the value of unfunded vested benefits is less than zero, it is treated as zero for employer withdrawal liability calculations.

TABLE 12.

VALUE OF UNFUNDED VESTED BENEFITS FOR EMPLOYER WITHDRAWAL LIABILITY PURPOSES

	UNFUNDED VESTED LIABILITY FOR EMPLOYER WITHDRAWAL
DATE	LIABILITY CALCULATIONS
12/31/09	\$ 9,280,643.
12/31/10	11,248,064.
12/31/11	9,184,902.
12/31/12	9,184,902.
12/31/13	8,882,406.
12/31/14	9,969,030.
12/31/15	11,065,811.
12/31/16	13,859,808.
12/31/17	14,353,677.
12/31/18	17,993,025.
12/31/19	17,656,268.
12/31/20	15,672,938.
12/31/21	16,555,105.

The valuation indicates that if an employer "withdrew" from the plan during the 12-month period starting 1/1/2022, the Trustees would have to make a study to determine if they were entitled to seek any employer withdrawal liability.

#### SECTION 6. FEDERAL MINIMUM FUNDING REQUIREMENTS

#### MINIMUM FUNDING STANDARD

In an effort to minimize the likelihood of plan termination at a time when the assets of the pension fund are not sufficient to provide for the vested benefits, each pension plan must satisfy minimum funding requirements that will be established when the pension plan comes under coverage of the Employee Retirement Income Security Act (ERISA). In the case of the Local 1783 I.B.E.W Pension Plan, this means that the minimum funding requirement was required to be observed for the first time for the year beginning 1/1/76.

Essentially, on a cumulative basis, the amounts that are required to be paid to the plan in order to meet this standard are the sum of the following:

- A. the normal cost of the plan for the year;
- B. the amount necessary to fund the unfunded actuarial accrued liability as of the date on which the plan must first comply with this section of ERISA, over a period of 40 years (over 10 years currently);
- C. any net increase in unfunded liability that arises from a plan amendment made after 1/1/76, funded over 40 years (over 30 years for plan amendments adopted through 12/31/2007 and 10 years currently);
- D. any net experience loss occurring after 1/1/76, funded over 20 years (over 15 years for a loss occurring currently);
- E. any loss resulting from a change in actuarial assumptions made after 1/1/76, funded over 30 years (10 years currently);
- F. any waived funding deficiency occurring after 1/1/76, funded over 15 years.

In the event that, on a cumulative basis, there is a deficiency in this funding, the employers contributing are required, in effect, to make it up immediately unless a waiver is secured.

#### COMPLIANCE WITH REQUIREMENTS

The plan's enrolled actuary must certify, to government agencies, annually, whether or not the plan satisfies these requirements. The following table portrays recent activity in the funding standard account.

## SECTION 6. FEDERAL MINIMUM FUNDING REQUIREMENTS (CONT'D)

TABLE 13. FUNDING STANDARD ACCOUNT

YEAR	CONTRIBUTIONS (& OTHER CREDITS) FOR YEAR	CHARGES FOR YEAR	EXCESS FOR YEAR	ACCUMULATED SURPLUS IN FUNDING STANDARD ACCOUNT AT END OF YEAR
1994	1,055,917.	1,027,600.	28,317.	1,963,573.
1995	1,146,764.	1,144,092.	2,672.	1,966,245.
1996	1,242,124.	1,172,199.	69,925.	2,036,170.
1997	1,330,534.	1,146,413.	184,121.	2,220,291.
1998	1,584,812.	1,306,396.	278,416.	2,498,707.
1999	1,919,945.	1,319,573.	600,372.	3,099,079.
2000	1,752,164.	1,432,585.	319,579.	3,418,658.
2001	1,911,027.	1,930,097.	-19,070.	3,399,588.
2002	1,883,587.	2,481,898.	-598,311.	2,801,277.
2003	2,457,066.	2,784,816.	-327,750.	2,473,527.
2004	2,538,832.	2,764,877.	-226,045.	2,247,482.
2005	2,458,951.	2,690,819.	-231,868.	2,015,614.
2006	2,480,509.	2,747,382.	-266,873.	1,748,741.
2007	2,565,489.	2,848,586.	-283,097.	1,465,644.
2008	2,658,925.	3,055,182.	-396,257.	1,069,387.
2009	2,920,882.	3,494,663.	-573,781.	495,606.
2010	2,972,729.	3,426,304.	-453,575.	42,031.
2011	2,695,532.	3,290,894.	-595,362.	553,331.
2012	5,950,031	3,003,826.	2,946,205.	3,499,536.
2013	2,859,645.	3,330,976.	-471,331.	3,028,205.
2014	2,824,373.	3,389,145.	-564,772.	2,463,433.
2015	2,905,081.	3,227,703.	-322,622.	2,140,811.
2016	2,783,236.	3,180,054.	-396,818.	1,742,993.
2017	566,815.	3,169,339.	-2,602,524.	- 859,531.
2018	317,149.	2,669,579.	-2,352,430.	-3,211,961
2019	342,438.	3,235,643.	-2,893,205.	-6,105,166.
2020	307,576.	3,489,889.	-3,182,313.	-9,287,479.
2021	1,360,022.	3,559,884.	-2,199,862.	-11,487,341.

## SUMMIT ACTUARIAL SERVICES, LLC

720 East Main Street Unit 2S Moorestown, New Jersey 08057 856.234.8801

To: Trustees,

Local 1783 I.B.E.W Pension Plan

Re: Actuarial Certification

This is to certify that we have performed a revised actuarial valuation of the Local 1783 I.B.E.W. Pension Plan as of January 1, 2022 based upon the rules and regulations in effect on such date.

A summary of the results of that valuation is attached.

Frank Iannucci, MSPA, MAAA Enrolled Actuary No. 23-05241

#### SECTION 7. ACTUARIAL CERTIFICATION (CONT'D)

### LOCAL 1783 I.B.E.W. PENSION PLAN SUMMARY

REVISED ACTUARIAL VALUATION: 1/1/2022

1. Number of Participants Included:

 1.1 Pensioner
 335

 1.2 Separated Vested:
 436

 1.3 Active:
 72

 1.4 Total:
 843

2. Actuarial Accrued Liability:

2.1 Pensioner:\$19,286,211.2.2 Separated Vested:15,543,775.2.3 Active:6,052,794.2.4 Total:40,882,780.

3. Actuarial Value of Assets: \$24,235,064.

4. Unfunded Actuarial Accrued Liability: 16,647,716.

5. Estimate for Future:

5.1 Estimated Annual Contributions to Plan: 284,746. 5.2 Normal Costs: 744,641. 459,895.

6. Major Assumptions:

6.1 Interest: 7.25%

6.2 Mortality: 1983 Group Annuity Mortality Table

6.3 Turnover: none 6.4 Disability: none 6.5 Future Work Year: 49 weeks

6.6 Age at Pension: age 65, or when eligible, if later

6.7 Administration Expenses: \$400,000. annually

7. Costing Method: Accrued Benefit Unit Credit

8. Asset Valuation Method: Actuarial Value

Internal Revenue Service Employee Plans Compliance Unit Group 7602 (SE:TEGE:EP) Room 1700 - 17th Floor 230 S. Dearborn Street Chicago, IL 60604

Re: Annual Certification - Pension Protection Act of 2006 (PPA)

#### Plan Identification

Local 1783 I.B.E.W. Pension Plan EIN 13-1889643 Board of Trustees 84 Business Park Drive, Suite 202 Armonk, NY 10504 Telephone Number: 914-948-3771

This certification is being made for the plan year January 1, 2022 through December 31, 2022.

#### **Enrolled Actuary Certification**

Frank Iannucci, MAAA, MSPA Enrolled Actuary Number: 20-05241 Telephone Number: 609-575-6805

Mal Jamene

Summit Actuarial Services, LLC 115 N. Church Street, 3<sup>rd</sup> Floor Moorestown, NJ 08057

#### Information on Plan Status

The Local 1783 Pension Fund is in critical and declining status. Based on a seven-year projection of the actuarial value of assets and the present value of accumulated benefits, the Plan is projected to be at less than 65% funded in the current year, is projected to have an accumulated funding deficiency in the current fiscal year and is projected to become insolvent in less than twenty years.

Projections are based on reasonable actuarial assumptions and methods that offer the best estimate of the anticipated experience under the plan. Projections reflect both the most recent asset value and present value of accumulated benefits available and also reflect reasonably anticipated employer contributions for the current and succeeding plan years. Actuarial assumptions and methods used in the projections are the same as those used in the prior valuation. Actual results will vary due to differences between actual plan experience and that anticipated in the projection.

3/21/2022

### Local 1783 Pension Fund - Cash Flow Study Benefits &

	<b>BOY Assets</b>	<b>Contributions</b>	<b>Administration</b>	<b>EOY Assets</b>
2021	\$22,220,200	\$240,000	\$2,723,400	\$23,629,200
2022	\$23,629,200	\$240,000	\$2,764,251	\$22,726,562
2023	\$22,726,562	\$240,000	\$2,805,715	\$21,715,516
2024	\$21,715,516	\$240,000	\$2,847,800	\$20,587,557
2025	\$20,587,557	\$240,000	\$2,890,517	\$19,333,557
2026	\$19,333,557	\$240,000	\$2,933,875	\$17,943,711
2027	\$17,943,711	\$240,000	\$2,977,883	\$16,407,499
2028	\$16,407,499	\$240,000	\$3,022,552	\$14,713,623
2029	\$14,713,623	\$240,000	\$3,067,890	\$12,849,960
2030	\$12,849,960	\$240,000	\$3,113,908	\$10,803,494
2031	\$10,803,494	\$240,000	\$3,160,617	\$8,560,259
2032	\$8,560,259	\$240,000	\$3,208,026	\$6,105,260
2033	\$6,105,260	\$240,000	\$3,256,147	\$3,422,410
2034	\$3,422,410	\$240,000	\$3,304,989	\$494,440
2035	\$494,440	\$240,000	\$3,354,564	-\$2,697,180

#### Assumptions:

- 1. Assets will earn 7.25% per year after 2021 MV of assets as of 12/31/2021 based on most recent information available
- 2. Contributions will not Change
- 3. Benefits and Administration will go up by 1.5% per year
- 4. Contributions and Total Outgo based on most recent information avalable
- 5. All other assumptions based on valuation assupmptions

Internal Revenue Service Employee Plans Compliance Unit Group 7602 (SE:TEGE:EP) Room 1700 - 17th Floor 230 S. Dearborn Street Chicago, IL 60604

Re: Annual Certification - Pension Protection Act of 2006 (PPA)

#### Plan Identification

Local 1783 I.B.E.W. Pension Plan EIN 13-1889643 Board of Trustees 84 Business Park Drive, Suite 202 Armonk, NY 10504 Telephone Number: 914-948-3771

relephone trainiber. 614 646 6771

This certification is being made for the plan year January 1, 2023 through December 31, 2023.

#### **Enrolled Actuary Certification**

Frank Iannucci, MAAA, MSPA Enrolled Actuary Number: 23-05241 Telephone Number: 609-575-6805

Mul Jamus

Summit Actuarial Services, LLC 720 E. Main Street, Suite 2S Moorestown, NJ 08057

#### Information on Plan Status

The Local 1783 Pension Fund is in critical and declining status. Based on a seven-year projection of the actuarial value of assets and the present value of accumulated benefits, the Plan is projected to be at less than 65% funded in the current year, is projected to have an accumulated funding deficiency in the current fiscal year and is projected to become insolvent in less than twenty years.

Projections are based on reasonable actuarial assumptions and methods that offer the best estimate of the anticipated experience under the plan. Projections reflect both the most recent asset value and present value of accumulated benefits available and also reflect reasonably anticipated employer contributions for the current and succeeding plan years. Actuarial assumptions and methods used in the projections are the same as those used in the prior valuation. Actual results will vary due to differences between actual plan experience and that anticipated in the projection.

3/27/2023

Form **15315** (December 2022)

Department of the Treasury - Internal Revenue Service

## Annual Certification for Multiemployer Defined Benefit Plans

OMB Number 1545-2111

This Form is required to be filed under Internal Revenue Code (IRC) Section 432(b)(3)

Complete all entries in accordance with the instructions

For calendar plan year or fiscal	alendar plan year or fiscal plan year beginning and ending						
Part I – Basic Plan Information							
1a. Name of plan Local 1783 IBEW Pension Plan			1b. Three-digit plan number (PN) 001				
1c. Plan sponsor's name Board of Trustees Local 1783 IBEW Pension Plan			1d. Employer identification number (EIN) 13-1889643				
1e. Plan sponsor's telephone number 914-948-3771		1f. Plan sponsor's address, city, state, ZIP code 84 Business Park Drive, Suite 202, Armonk, NY, 1050					
Part II - Plan Actuary's Information	'						
2a. Frank lannucci	Summit Actuarial Ser	Summit Actuarial Services					
2c. Plan actuary's firm address, city, state, Summit Actuarial Services, 720 E. Mair		restown, NJ, 08057					
2d. EA# 23-05241 2e. Telephone # 609-57		575-6805					
Part III - Plan Status		1					
3. Check the appropriate box to indicate the	ne plan's IRC Section 432	status					
Neither endangered nor critical	Not endangered due to	o special rule in IRC Se	ction 432(b)(5)				
Endangered	Critical due to election	under IRC Section 432	2(b)(4)				
Seriously endangered  Critical	Plans that are not curr the next five years und	rently in critical status, b der 432(b)(3)(D)(v)	out are projected to	be in crit	tical st	atus v	vithin
★ Critical and declining							
Part IV - Scheduled Progress in Fu	nding Improvement P	lan or Rehabilitatio	n Plan				
Check the appropriate box to indicate was applicable funding improvement plan (F).			s in meeting the re	quiremer	nts of a	an	
					Yes	No	N/A
Funding Improvement Plan							X
Rehabilitation Plan					X		
Part V – Sign Here							
Statement by Enrolled Actuary							
To the best of my knowledge, the informat Section 432(b)(3)(B)(iii), the projected indo on reasonable actuarial estimates, assum anticipated experience under the plan.	ustry activity is based on i	nformation provided by	the plan sponsor.	The proje	ections	s are b	
Actuary's signature				Date			
Frank Jammin				03/28/202	23		

## Local 1783 Pension Fund - Cash Flow Study

## Benefits &

		Bollonto a			
	<b>BOY Assets</b>	<b>Contributions</b>	<b>Administration</b>	<b>EOY Assets</b>	
2023	\$17,837,000	\$195,265	\$3,431,518	\$15,776,615	
2024	\$15,776,615	\$195,265	\$3,536,862	\$13,457,690	
2025	\$13,457,690	\$195,265	\$3,666,649	\$10,836,151	
2026	\$10,836,151	\$195,265	\$3,709,574	\$7,980,069	
2027	\$7,980,069	\$195,265	\$3,729,838	\$4,895,923	
2028	\$4,895,923	\$195,265	\$3,724,180	\$1,594,039	
2029	\$1,594,039	\$195,265	\$3,762,767	-\$1,987,217	

#### Assumptions:

- Assets will earn 7.25% per year after 2022
   MV of assets as of 12/31/2022 based on most recent information available
- 2. Contributions will not Change
- 3. Administration will go up by 1.5% per year
- 4. Contributions and Total Outgo based on most recent information avalable
- 5. All other assumptions based on valuation assupmptions

#### THE PENSION AND INSURANCE FUND OF LOCAL 1783 I.B.E.W.

Financial Statements and Supplemental Schedules

For the Years Ended December 31, 2022 and 2021



## THE PENSION AND INSURANCE FUND OF LOCAL 1783 I.B.E.W. Financial Statements and Supplemental Schedules For the Years Ended December 31, 2022 and 2021

#### **INDEX**

	<u>Page</u>
Independent Auditor's Report	1-3
Financial Statements	
Statements of Net Assets Available for Benefits	4
Statements of Changes in Net Assets Available for Benefits	5
Notes to Financial Statements	6-18
Supplemental Schedules	
Form 5500, Schedule H, Line 4(i) Schedule of Assets (Held at End of Year) as of December 31, 2022	19
Form 5500, Schedule H, Line 4(j) Schedule of Reportable Transactions for the Year Ended December 31, 2022	20
Schedules of Administrative Expenses	21



#### INDEPENDENT AUDITOR'S REPORT

Board of Trustees
The Pension and Insurance Fund of Local 1783 I.B.E.W.

#### Opinion

We have audited the accompanying financial statements of The Pension and Insurance Fund of Local 1783 I.B.E.W. (the Plan), an employee benefit plan subject to the Employee Retirement Income Security Act of 1974 (ERISA), which comprise the statement of net assets available for benefits as of December 31, 2022 and 2021, and the related statement of changes in net assets available for benefits for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the net assets available for benefits of The Pension and Insurance Fund of Local 1783 I.B.E.W. as of December 31, 2022 and 2021, and the changes in its net assets available for benefits for the years then ended, in accordance with accounting principles generally accepted in the United States of America.

#### **Basis for Opinion**

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of The Pension and Insurance Fund of Local 1783 I.B.E.W. and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

#### Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about The Pension and Insurance Fund of Local 1783 I.B.E.W.'s ability to continue as a going concern for one year after the date the financial statements are available to be issued.

Management is also responsible for maintaining a current plan instrument, including all plan amendments, administering the plan, and determining that the plan's transactions that are presented and disclosed in the financial statements are in conformity with the plan's provisions, including maintaining sufficient records with respect to each of the participants, to determine the benefits due or which may become due to such participants.

#### Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether
  due to fraud or error, and design and perform audit procedures responsive to those risks.
   Such procedures include examining, on a test basis, evidence regarding the amounts and
  disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit
  procedures that are appropriate in the circumstances, but not for the purpose of
  expressing an opinion on the effectiveness of The Pension and Insurance Fund of Local
  1783 I.B.E.W.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about The Pension and Insurance Fund of Local 1783 I.B.E.W.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audits.

#### Other Matter - Supplemental Schedules Required by ERISA

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplemental schedules on pages 19 through 21 are presented for purposes of additional analysis and are not a required part of the financial statements. The supplemental schedules on pages 19 and 20 represent supplementary information required by the Department of Labor's Rules and Regulations for Reporting and Disclosure under ERISA. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audits of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with generally accepted auditing standards.

In forming our opinion on the supplemental schedules, we evaluated whether the supplemental schedules, including their form and content, are presented in conformity with the Department of Labor's Rules and Regulations for Reporting and Disclosure under ERISA.

In our opinion, the information in the accompanying schedules is fairly stated, in all material respects, in relation to the financial statements as a whole, and the form and content are presented in conformity with the Department of Labor's Rules and Regulations for Reporting and Disclosure under ERISA.

**BUCHBINDER TUNICK & COMPANY LLP** 

Buchbinder Junich & Company UP

New York, NY October 16, 2023

## THE PENSION AND INSURANCE FUND OF LOCAL 1783 I.B.E.W Statements of Net Assets Available for Benefits December 31, 2022 and 2021

	2022	2021
Assets:		
Investments at fair value:  Mutual funds  Multi-employer property trust	\$ 14,320,473 3,538,928	\$ 20,176,849 3,282,565
Total investments	17,859,401	23,459,414
Receivables:		
Employers' contributions	10,766	11,671
Assessed withdrawal liability	362,100	386,240
Total receivables	372,866	397,911
Cash	112,049	236,953
Prepaid expenses	219,195	187,792
Total assets	18,563,511	24,282,070
Liabilities:		
Accounts payable and accrued expenses	16,118	9,151
PPP loan	<del>_</del>	37,855
Total liabilities	16,118	47,006
Net assets available for benefits	\$ 18,547,393	\$ 24,235,064

See notes to financial statements.

# THE PENSION AND INSURANCE FUND OF LOCAL 1783 I.B.E.W Statements of Changes in Net Assets Available for Benefits For the years ended December 31, 2022 and 2021

	2022	2021
(Reductions) additions: Investment (loss) income: Net (depreciation) appreciation in fair value of investments Interest and dividends	\$ (3,294,167) 449,154	\$ 2,985,836 839,511
	(2,845,013)	3,825,347
Less: investment fees	24,000	19,332
Net investment (loss) income	(2,869,013)	3,806,015
Employer contributions Withdrawal liability income	200,093	284,746 659,819
	200,093	944,565
PPP loan forgiveness	37,855	37,857
Total (reductions) additions	(2,631,065)	4,788,437
Deductions:		
Benefits paid directly to participants Administrative expenses	2,516,106 540,500	2,362,450 411,107
Total deductions	3,056,606	2,773,557
Net (decrease) increase	(5,687,671)	2,014,880
Net assets available for benefits: Beginning of year	24,235,064	22,220,184
End of year	\$ 18,547,393	\$ 24,235,064

See notes to financial statements.

## THE PENSION AND INSURANCE FUND OF LOCAL 1783 I.B.E.W. Notes to Financial Statements December 31, 2022 and 2021

#### Note 1 - Description of the Plan

The following brief description of The Pension and Insurance Fund of Local 1783 I.B.E.W. (the "Plan") is provided for general information purposes only. Participants should refer to the Plan's rules and regulations for more complete information.

#### General

The Plan is a multi-employer, defined benefit pension plan established under the provisions of the Agreement and Declaration of Trust, dated July 1, 1959 between employers and Local Union No. 1430, International Brotherhood of Electrical Workers (the "Union"). The Plan covers all participants employed under the terms of various collective bargaining agreements. The Plan is subject to the provisions of the Employee Retirement Income Security Act of 1974 ("ERISA"), as amended.

The Plan is supported by the contributions made by participating employers on behalf of their employees under the terms of certain collective bargaining agreements.

#### **Benefits**

The Plan provides for the payment of normal retirement, early retirement and surviving spouse death benefits on a monthly basis to eligible participants. Benefit amounts are based on the participant's age and years of credited service at retirement.

#### **Contributions**

Contribution rates have been established under collective bargaining agreements entered into between the Union and the various employers. Each employer is required to make monthly contributions to the Plan at the rate(s) specified in its respective collective bargaining agreement. Participants are not required or permitted to contribute to the Plan.

#### Note 2 - Summary of Significant Accounting Policies

#### **Basis of Accounting**

The accompanying financial statements have been prepared on the accrual basis of accounting.

## THE PENSION AND INSURANCE FUND OF LOCAL 1783 I.B.E.W. Notes to Financial Statements (Continued) December 31, 2022 and 2021

#### Note 2 - Summary of Significant Accounting Policies (Continued)

#### **Use of Estimates**

The preparation of financial statements in accordance with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, and changes therein, disclosure of contingent assets and liabilities, and the actuarial present value of accumulated plan benefits at the date of the financial statements. Actual results could differ from those estimates.

#### **Investment Valuation and Income Recognition**

The Plan's investments are stated at fair value. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. See note 5 for discussion of fair value measurements.

Purchases and sales of securities are recorded on a trade date basis. Interest income is recorded on the accrual basis. Dividends are recorded on the ex-dividend date. Net (depreciation) appreciation includes the Plan's gains and losses on investments bought and sold as well as held during the year.

#### **Payment of Benefits**

Benefit payments to participants are recorded upon distribution.

## THE PENSION AND INSURANCE FUND OF LOCAL 1783 I.B.E.W. Notes to Financial Statements (Continued) December 31, 2022 and 2021

#### Note 2 - Summary of Significant Accounting Policies (Continued)

#### **Assessed Withdrawal Liability Receivable**

The Plan's policy is to recognize a receivable at its present value, net of any allowance for collectability once a withdrawal liability has been actuarially determined and formally assessed by the Plan. There was no allowance for amount deemed doubtful of collection at December 31, 2022 and 2021.

#### Subsequent Events

The Plan has evaluated subsequent events and transactions through October 16, 2023, the date that the financial statements were available to be issued.

#### Note 3 - Concentrations of Credit Risk

Financial instruments that subject the Plan to concentrations of credit risk include cash and employers' contributions. The Plan maintains accounts at a high-quality financial institution. The Plan's deposit balances may, at times, exceed federally insured limits. The Plan has not experienced any losses on such accounts.

Of the participating employers, three and four employers represented approximately 63% and 69% of contributions income for the years ended December 31, 2022 and 2021, respectively, and two employers represented approximately 84% and 70% of total contributions receivable at December 31, 2022 and 2021, respectively.

#### Note 4 - Risks and Uncertainties

The Plan invests in various investment securities. Investment securities are exposed to various risks such as interest rate, market, and credit risks. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the values of investment securities will occur in the near term and those changes could materially affect the amounts reported in the statements of net assets available for benefits.

#### Note 4 - Risks and Uncertainties (Continued)

Plan contributions are made and the actuarial present value of accumulated plan benefits are reported based on certain assumptions pertaining to interest rates, inflation rates and employee demographics, all of which are subject to change. Due to uncertainties inherent in the estimations and assumptions process, it is at least reasonably possible that changes in these estimates and assumptions in the near-term would be material to the financial statements.

#### Note 5 - Fair Value Measurements

Financial Accounting Standards Board ("FASB") Accounting Standards Codification (ASC) 820, Fair Value Measurements and Disclosures, provides the framework for measuring fair value. It defines fair value as an exit price, which is the price that would be received for an asset or paid to transfer a liability in the Plan's principal or most advantageous market for the asset or liability, in an orderly transaction between market participants on the measurement date.

The fair value hierarchy generally requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. Observable inputs reflect the assumptions market participants would use in pricing the asset or liability and are developed based on market data obtained from sources independent of the reporting entity. Unobservable inputs reflect the entity's own assumptions based on market data and the entity's judgments about the assumptions that market participants would use in pricing the asset or liability, and are to be developed based on the best information available in the circumstances.

The Plan determines the fair market value of its investment in securities based on the established fair value definition and hierarchy levels. The three levels within the hierarchy that may be used to measure fair value are:

- Level 1: Unadjusted quoted prices in active markets for identical assets or liabilities.
- Level 2: Observable inputs, including Level 1 prices that have been adjusted; quoted prices for similar assets or liabilities; quoted prices in markets that are less active than traded exchanges; and other inputs that are observable or can be substantially corroborated by observable market data.
- Level 3: Unobservable inputs that are supported by little or no market activity and that are a significant component of the fair value of the assets or liabilities.

#### Note 5 - Fair Value Measurements (Continued)

The lowest level of input that is a significant component of the fair value measurements determines the placement of the entire fair value measurement in the hierarchy. The Plan's assessment of the significance of a particular input to the fair value measurement requires judgment, and may affect the classification of fair value assets and liabilities within the fair value hierarchy levels.

The following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at December 31, 2022 and 2021.

#### Mutual funds:

The mutual funds are valued at the daily closing price as reported by the fund. The mutual funds held by the Plan are deemed to be actively traded.

#### Multi-employer property trust:

The multi-employer trust is valued at the net asset value ("NAV") as determined by the custodian of the trust. The NAV, as provided by the custodian, is used as a practical expedient to estimate fair value. The NAV is based upon the fair value of the investments in the trust, less any liabilities. Transactions may occur daily. If the Fund were to initiate a full redemption of the trust, the investment advisors reserve the right to temporarily delay withdrawal from the trust, in order to ensure that securities liquidations will be carried out in an orderly business manner.

The preceding valuation methods may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, although the Plan believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

#### ments (Continued)

ets forth, by level, the Plan's assets that were accounted for at fair value on a recurring basis as of December 31, 2022 and 2021:

		20	022	2021				
			Significant Other	Significant Other			Significant Other	
	Total	Quoted Prices	Observable	Unobservable	Total	Quoted Prices	Observable	
	Fair Value	(Level 1)	Inputs (Level 2)	Inputs (Level 3)	Total Fair Value	(Level 1)	Inputs (Level 2)	
alue:	\$ 14,320,473	\$ 14,320,473	<u> </u>	<u>\$</u>	\$ 20,176,849	\$ 20,176,849	\$	
ed at net asset value (NAV)*: perty trust	3,538,928				3,282,565			
its	\$ 17,859,401	\$ 14,320,473	\$ -	\$ -	\$ 23,459,414	\$ 20,176,849	\$	

t are measured at fair value using the net asset value per share (or its equivalent) practical expedient have not been categorized in the fair value hierarchy. The fair ed in this table are intended to permit reconciliation of the fair value hierarchy to the amounts presented in the statements of net assets available for benefits.

#### Note 5 - Fair Value Measurements (Continued)

The following is a brief description of the investment objectives of the Fund's investments in the multi-employer property trust:

#### **New Tower Multi-employer Property Trust**

The New Tower Multi-employer Property Trust (the "MEPT") seeks to create a diversified portfolio of institutional quality, income producing real estate to provide competitive long-term, risk-adjusted investment returns with flexibility and liquidity so that investors can easily increase or decrease participation in the MEPT. The investment is redeemable on a quarterly basis and there are no unfunded commitments. The fair market value was \$3,538,928 and \$3,282,565 as of December 31, 2022 and 2021, respectively.

#### Note 6 - Assessed Withdrawal Liability

The Plan complies with the provision of the Multiemployer Pension Plan Amendment Act of 1980 (MPPAA), which requires imposition of a withdrawal liability on a participating employer that partially or totally withdraws from the Plan. Under the provisions of the MPPAA, a portion of the Plan's unfunded vested liability would be allocated to a withdrawing employer. A withdrawal liability is usually paid in quarterly installments as determined by a statutory formula over a maximum of 20 years. The Plan entered into various settlement agreements with participating employers who withdrew from the Plan and were subject to withdrawal liability assessments. Quarterly assessments are being paid through September 30, 2023. The Trustees, at times, approve settlements and payment plan arrangements for assessment amounts owed to the Plan.

During 2022 and 2021, the Plan recognized withdrawal liability income of \$-0- and \$659,819 respectively.

At December 31, 2022, the Plan was receiving withdrawal assessment payments under payment plan arrangements from a former participating employer. The receivable amount represents the present value of the remaining payments using a discount rate of 7.25%.

#### Note 7 - Actuarial Present Value of Accumulated Plan Benefits

Accumulated plan benefits are those future periodic payments that are attributable under the Plan's provisions to the service employees have rendered. Accumulated plan benefits include benefits expected to be paid to: (a) pensioners or their beneficiaries, (b) inactive participants with the right to immediate or deferred pensions or their beneficiaries, and (c) active participants or their beneficiaries. Benefits under the Plan vary in amount depending on the pension for which the participant qualifies, based on the number of pension credits or years of vesting service attained, the participant's age at retirement, and the pension option selected.

The actuarial present value of accumulated plan benefits is determined by the Plan's consulting actuary and is that amount which results from applying actuarial assumptions to adjust the accumulated plan benefits to reflect the time value of money (through discounts for interest), and the probability of payment (by means of decrements such as death, disability, withdrawal or retirement) between the valuation date and the expected date of payment.

The significant actuarial assumptions used in the valuation as of January 1, 2022 are as follows:

Mortality rates: 1983 Group Annuity Mortality Table for both pre and

post-pension experience.

Retirement age: Assumed that each active participant will elect

pension at age 65, or when eligible, if later.

Turnover and disability: No terminations of employment, other than death or

pension, will occur in the future.

Investment rate of return: 7.25% per annum, net of investment expenses.

Valuation of assets: Five-year smoothing asset value.

Annual administrative

expenses: \$400,000.

The foregoing actuarial assumptions are based on the presumption that the Plan will continue. Were the Plan to terminate, different actuarial assumptions and other factors might be applicable in determining the actuarial present value of accumulated plan benefits.

#### Note 7 - Actuarial Present Value of Accumulated Plan Benefits (Continued)

The actuary has determined the actuarial present value of accumulated plan benefits as of January 1, 2022 to be as follows:

Vested benefits: Retired members and beneficiaries Terminated vested members Active vested benefits	\$	19,286,211 15,164,669 4,503,601
		38,954,481
Active non-vested benefits	_	86,249
Total actuarial present value of accumulated plan benefits	\$	39,040,730

The change in the actuarial present value of accumulated plan benefits during the year ended January 1, 2022 is as follows:

Actuarial present value of accumulated plan benefits at beginning of year	\$ 37,979,80 <u>6</u>
Increase (decrease) during the year attributed to: Benefits accumulated Benefits paid Decrease in the discount period	755,477 (2,362,450) 2,667,897
Net increase	1,060,924
Actuarial present value of accumulated plan benefits at end of year	\$ 39.040.730

The Plan's actuary has certified that the Plan is in critical and declining status for the plan year beginning January 1, 2022, pursuant to the Pension Protection Act of 2006 ("PPA"). The Plan's trustees have adopted a Reasonable Measures Rehabilitation Plan.

#### Note 8 - Related Party and Party-in-Interest Transactions

The Plan operates in a jointly administered office with the Union, I.B.E.W. Local 1430 Welfare Fund and Local 1430 Pension Fund. Since these organizations co-exist in the same premises, utilizing mutual resources, equipment and personnel to effectuate cost-savings and to minimize duplication of efforts, interfund relationships have been established on a continuing basis.

The Plan was charged \$24,180 and \$17,292 in shared administrative expenses during the years ended December 31, 2022 and 2021, respectively.

#### Note 9 - Priorities Upon Termination of the Plan

In the event that the Plan is terminated, the net assets of the Plan are to be allocated, as prescribed by ERISA and its related regulations, generally to provide the following benefits in the order indicated after providing for any administrative expenses:

- (1) To all pensioners (or beneficiaries) whose benefits began three years prior to the termination date of the Plan and to all participants (or beneficiaries) who were eligible for benefits at least three years prior to the termination date.
- (2) To all other participants whose benefits are insured by the Pension Benefit Guaranty Corporation ("PBGC") (a U.S. governmental agency).
- (3) To all other vested benefits under the Plan.
- (4) To all non-vested benefits.

Whether all participants receive their benefits should the Plan terminate at some future time will depend on the sufficiency, at that time, of the Plan's net assets to provide those benefits and may also depend on the level of benefits guaranteed by the PBGC.

#### Note 10 - Tax Status

The Trust is qualified under Section 401(a) of the Internal Revenue Code (the "IRC"). The Internal Revenue Service ("IRS") has determined and informed the Plan, by a letter dated December 8, 2015, that the Plan, as then designed, was in compliance with the applicable requirements of the IRC and is exempt from federal income taxes under Section 501(a) of the IRC. The Plan has been amended since receiving the determination letter. The plan administrator believes that the Plan is currently designed and being operated in compliance with the applicable requirements of the IRC.

Accounting principles generally accepted in the United States of America require plan management to evaluate tax positions taken by the Plan and recognize a tax liability (or asset) if the Plan has taken an uncertain position that more likely than not would not be sustained upon examination by the Internal Revenue Service. The plan administrator has analyzed the tax positions taken by the Plan, and has concluded that as of December 31, 2022, there are no uncertain positions taken or expected to be taken that would require recognition of a liability (or asset) or disclosure in the financial statements. Employee benefit plans are subject to routine audits by taxing jurisdictions; however, there are currently no audits for any tax periods in progress for the Plan. The plan administrator believes it is no longer subject to income tax examinations for years prior to 2019.

#### Note 11 - Employee Benefit Plans

The Plan participates in the Local 1430 Pension Fund (the "Multiemployer Plan"), a defined benefit multiemployer pension plan which covers its employees. The risks of participating in multiemployer plans are different from single-employer plans in the following aspects:

- Assets contributed to the Multiemployer Plan by one employer may be used to provide benefits to employees of other participating employers.
- If a participating employer stops contributing to the Plan, the unfunded obligations of the Plan may be borne by the remaining participating employers.
- If the Plan chooses to stop participating in the Multiemployer Plan, the Plan may be required to pay the Multiemployer Plan an amount based on the underfunded status of the Plan, referred to as a withdrawal liability.

#### Note 11 - Employee Benefit Plans (Continued)

Pension Fund

The Plan's participation in the Multiemployer Plan for the years ended December 31, 2022 and 2021 is outlined in the table below. The "EIN/Pension Plan Number" row provides the Multiemployer Plan's Employee Identification Number ("EIN") and the three-digit plan number. The most recent Pension Protection Act ("PPA") zone status available in 2022 and 2021 is for the Multiemployer Plan's year end at June 30, 2022 and June 30, 2021, respectively.

The zone status is based on information that the Plan received from the Multiemployer Plan and is certified by the Multiemployer Plan's actuary. Among other factors, plans in the red zone are generally less than 65 percent funded, plans in the yellow zone are less than 80 percent funded, and plans in the green zone are at least 80 percent funded. The "FIP/RP Status Pending/Implemented" row indicates whether a financial improvement plan ("FIP") or a rehabilitation plan ("RP") is either pending or has been implemented. The "Surcharge imposed" row indicates whether a surcharge was imposed by the Multiemployer Plan. The last row lists the expiration date of the collective bargaining agreement to which the Plan is subject.

Local 1430 Pension Fund

EIN/Pension plan number	13-6367144/001				
Pension Protection Act zone status FIP/RP Status Pending/Implemented Total Plan contributions Plan contributions are more than 5%	2022 Red Yes \$20,613	2021 Red Yes \$19,686			
of total plan contributions Surcharge imposed	No No	No No			
Expiration date of collective bargaining agreement	N/A	N/A			

There have been no significant changes that affect the comparability of the 2022 and 2021 contributions.

The Plan also participates in the I.B.E.W Local 1430 Welfare Fund, a multiemployer health benefits plan. The I.B.E.W Local 1430 Welfare Fund provides medical, hospital, dental, optical, death and prescription drug benefits to active participants. Contributions made to the I.B.E.W Local 1430 Welfare Fund were \$29,837 and \$31,958 during the years ended December 31, 2022 and 2021, respectively.

#### Note 12 - Paycheck Protection Program Loans

In April 2020, the Plan entered into a Paycheck Protection Program Term Note (the "PPP Note") with Bank of America in the amount of \$37,857. The PPP Note was issued to the Plan pursuant to the Coronavirus, Aid, Relief, and Economic Security Act's (the "CARES Act") (P.L. 116-136) Paycheck Protection Program (the "Program"). Under the Program, all or a portion of the PPP Note was forgiven in accordance with the Program requirements. The PPP Note carried a maturity date of April 2022, at a 1% interest rate. The loan was forgiven in full on May 22, 2021.

In April 2021, the Plan entered into a second Paycheck Protection Program Term Note (the "second PPP Note") with Bank of America in the amount of \$37,855. The second PPP Note was issued to the Plan pursuant to the Coronavirus, Aid, Relief, and Economic Security Act's (the "CARES Act") (P.L. 116-136) Paycheck Protection Program (the "Program"). Under the Program, all or a portion of the second PPP Note was forgiven in accordance with the Program requirements. The second PPP Note carried a maturity date of April 2023, at a 1% interest rate. The loan was forgiven in full on January 12, 2022.

#### Note 13 - Reconciliation of Financial Statements to Form 5500 Annual Return/Report of Employee Benefit Plan

Investment expenses amounting to \$24,000 are shown as a reduction of investment income for financial statement purposes and are classified as investment advisory and management fees on Form 5500, Schedule H, Part II.

#### THE PENSION AND INSURANCE FUND OF LOCAL 1783 I.B.E.W

### (Supplemental Schedules) Schedule of Assets (Held at End of Year) December 31, 2022

Form 5500, Schedule H, Line 4(i) E.I.N.: 13-1889643 Plan No.: 001

		(c) Description of Investment			(d)	(e)		
			Maturity	Interest		Principal		Fair
(a)	(b) Identity of Issue	Description	_Date_	Rate	Collateral	or Shares	Cost	Value
	Mutual funds:							
		DIO	N1/A	NI/A	NI/A	07.040	¢ 000.444	¢ 044.070
	Lazard International Strategic Equity	RIC	N/A	N/A	N/A	67,948	\$ 902,114	, ,
	Vanguard Institutional Index Fund	RIC	N/A	N/A	N/A	29,559	6,141,832	9,507,122
	Vanguard Short-Term Investment Grade Admiral	RIC	N/A	N/A	N/A	153,332	1,636,470	1,525,656
	Vanguard Total Bond Market Index Admiral	RIC	N/A	N/A	N/A	250,614	2,750,633	2,375,823
	Total mutual funds						\$ 11,431,049	\$ 14,320,473
	Multi-employer property trust:							
	New Tower Multi-employer Property Trust	MEPT	N/A	N/A	N/A	229	\$ 1,665,121	\$ 3,538,928
	Total investments						\$ 13,096,170	<u>\$ 17,859,401</u>

(a) \* = Party-in-interest

#### THE PENSION AND INSURANCE FUND OF LOCAL 1783 I.B.E.W

(Supplemental Schedules)
Schedule of Reportable Transactions
For the year ended December 31, 2022

Form 5500, Schedule H, Line 4(j)

E.I.N.: 13-1889643 Plan No.: 001

(b) Description of Assets	(c) Purcha Price	ise	(d) Selling Price	0 (0)		(h) Current Value of Assets on Transaction Date		٠,	(i) Net Gain or (Loss)	
Series of Transactions Exceeding 5% of Plan Assets	-									
Vanguard Institutional Index Fund Vanguard Institutional Index Fund	\$ 326,6	- 681	\$ 1,485,000 -	\$	872,301 326,681	\$	1,485,000 326,681	\$	612,699	

#### THE PENSION AND INSURANCE FUND OF LOCAL 1783 I.B.E.W

#### (Supplemental Schedules)

### Schedules of Administrative Expenses For the years ended December 31, 2022 and 2021

	_	2022	_	2021
Salaries and payroll taxes	\$	155,252	\$	133,243
Employee benefits		50,450		51,644
Office expenses		5,759		7,858
Insurance		24,369		22,105
Insurance - Pension Benefit Guaranty Corporation ("PBGC")		27,008		27,652
Legal fees		42,000		43,516
Actuarial fees		13,000		13,000
PBGC Special Financial Assistance application fees		90,000		-
Auditing and accounting fees		22,800		23,550
Auto and travel		813		626
Data processing		16,043		17,632
Rent and utilities		13,326		12,906
Shared administrative expenses		24,180		17,292
Depreciation		-		1,083
Trustee fees	_	55,500	_	39,000
Total administrative expenses	\$	540,500	\$	411,107

See independent auditor's report.

### LOCAL 1783 I.B.E.W.

### **PENSION PLAN**

Amended and Restated as of January 1, 2014

### **CONTENTS**

<u>ARTICL</u>	<u>E</u> <u>DESCRIPTION</u>	<u>PAGE</u>	
1	DEFINITIONS		4
2	PARTICIPATION		8
3	PENSION SERVICE & VESTING SERVICE		9
4	THE UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)		10
5	VESTING, BREAK IN SERVICE, AND INTERRUPTED PENSION SERVICE		11
6	ELIGIBILITY FOR PENSION BENEFIT		13
7	PENSION BENEFITS		15
8	SUSPENSION OF EARLY AND NORMAL PENSION BENEFIT		17
9	MARRIED COUPLE BENEFIT		19
10	LUMP SUM DEATH BENEFIT		21
11	PRE-RETIREMENT SURVIVING SPOUSE PENSION		22
12	BENEFICIARY		24
13	AMENDMENT AND TERMINATION		25
14	APPEAL PROCEDURE		27
15	MISCELLANEOUS		30
16	QUALIFIED DOMESTIC RELATIONS ORDERS		33
17	DIRECT ROLLOVERS		35
18	MINIMUM DISTRIBUTION REQUUIREMENTS		38
19	ADOPTION BY TRUSTEES		41

#### LOCAL 1783 I.B.E.W. PENSION PLAN

Restated January 1, 2014

#### **PREAMBLE**

In accordance with the original Trust Agreement, the Trustees of the Local 1783 I.B.E.W. Pension Fund adopted a Pension Plan effective July 1, 1959. The following document is an amended and restated version of that Plan, and, supersedes all prior Plan documents.

The effective date of this Revised Plan is January 1, 2014 and this Plan shall not operate to modify the benefits of any Pensioner hereunder who is a pensioner on such date nor restore any Pension Service lost prior to such date as the result of prior Plan provisions, nor diminish the vested deferred benefit under this plan of any person, nor reduce; retroactively, the pension Service under this Plan that any person has as of January 1, 2014.

This Plan has been modified to such an extent that it shall continue to satisfy the requirements of Section 401(a) and section 501(a) of the Internal Revenue Code of 1986, as amended by the Employee Retirement Income Security Act of 1974 (ERISA).

Effective January 1, 2014, except for those sections of the Plan that have an alternative effective date, the Board of Trustees hereby amend and restate the Plan.

The provisions of the Plan as stated shall only apply to an employee who terminates employment on or after January 1, 2014. The rights and benefits, if any, of a former employee who either terminated employment or retired before January 1, 2014, or the beneficiary of such employee, shall be determined in accordance with the plan in effect on the date his employment terminated.

:: **\*** 

## **ARTICLE 1 DEFINITIONS**

In this Plan, the following terms shall have the meanings specified below:

1.01 ACCRUED BENEFIT. "Accrued Benefit" for a participant means, at a particular date, the monthly pension benefit, to commence at his Normal Pension Date that is related to the Pension Service he has accrued to such particular date. Such monthly pension benefit is expressed in a form that is not the Married Couple form. The amount of such "Accrued Benefit" at a particular date for a participant is equal to 4% of all pension contributions made to the plan on the participant's behalf after 1986 (for Pension Service earned after December 31, 2010 based on the employer contribution rate in effect May 31, 2010, with a minimum monthly unit benefit of \$22.00 for each year of Pension Service earned after 1986), plus, \$22.00 for each year of Pension Service earned prior to 1987. The amount of such Accrued Benefit for an Employee, at a particular date prior to 1999, is the appropriate unit monthly pension benefit rate found in the following table, associated with the date of determination, multiplied by his years of Pension Service after adjusting for the corresponding Pension Service Maximum.

Date of Determination	Unit Monthly Pension Benefit	Pension Service <u>Maximum</u>
Prior to 1978	\$ 6.25	20 Years
January 1, 1978 to August 31, 1979	7.00	25 Years
September 1, 1979 to January 31, 1980	8.00	25 Years
February 1, 1980 to January 31, 1982	10.00	25 Years
February 1, 1982 to December 31, 1984	12.50	30 Years
January 1, 1985 to December 31, 1987	14.65	35 Years
January 1, 1988 to December 31, 1991	20.00	35 Years
January 1, 1992 to December 31, 1998	plan on the p (with a minin \$20.00 for ea earned after	sion contributions made to the participant's behalf after 1986 num monthly unit benefit of ach year of Pension Service 1986), plus, \$20.00 for each in Service earned prior to 1987

Notwithstanding the above table, if the participant has interrupted Pension service to his credit, the amount of his Accrued Benefit for each segment of his interrupted Pension Service is calculated by multiplying the number of years of Pension Service he earned during such segment by the unit monthly pension benefit rate in effect, for then future pensioners, at the end of such segment.

- **1.02 ACTUARIAL EQUIVALENT.** "Actuarial Equivalent" means the equalized amount of a Participant's Pension paid under various payment options, based upon the assumptions under the Applicable Interest Rate and Applicable Mortality Table.
- **1.04 AGREEMENT AND DECLARATION OF TRUST.** "Agreement and Declaration of Trust" means the instrument (including any amendments thereto and modifications thereof) effective **July I, 1959**, executed by the Union, certain Employers, and Trustees.

- **1.05 APPLICABLE INTEREST RATE.** "Applicable Interest Rate" means the annual rate of interest as defined in Code Section 417(e)(3)(C). The stability period, within the meaning of Treas. Reg. § 1.417(e)-1(d)(4)(ii), shall be the Plan Year.
- **1.06 APPLICABLE MORTALITY TABLE.** "Applicable Mortality Table" means the mortality table prescribed by the Secretary of the Treasury as defined in Code Section 417(e)(3)(B).
- 1.07 BREAK YEAR. A "Break Year" means a Plan Year, in which the Employee (whether a participant or not) earns less than 10 weeks of Future Pension Service and less than 500 hours of vesting Service. A Break Year shall not be charged to an Employee for any Plan Year in which he was:
  - A. For more than one-half of such Plan Year, totally disabled, for which disability he received a benefit under New York State Disability Law or Workman's Compensation Law unless he received a Disability Pension payment hereunder for such time; or
  - B. For more than one-half of such Plan Year, in required military service of the U.S.A., or in voluntary military service of the U.S.A. during a national emergency.

Furthermore, no Break Year shall be charged to a participant for a Plan Year after 1984 during which the participant absents himself from employment that would earn Pension Service or Vesting Service because he becomes pregnant and gives birth, experiences an otherwise termination of pregnancy, fathers a child, adopts a child, or cares for his child immediately following such child's birth or adoption. However, if the Plan Year in which the event described in the preceding sentence occurs is not a Break Year for the participant without the exclusion provided by such, then the immediately following Plan Year shall not be a Break Year for him. In either case the provision of this paragraph shall not operate, alone, to protect the participant from having a portion of his Pension Service classed as interrupted Pension Service. For the limited purposes of applying different unit monthly benefit rates to different segments of a participant's Interrupted Pension Service, a Break Year shall also mean a Plan Year which would otherwise be considered a Break Year except for the exceptions contained in this paragraph.

- **1.08 COMPENSATION**. "Compensation" means compensation as defined by the Internal Revenue Code. "Compensation," for purposes of Code Section 415, means a Participant's salary, including elective deferrals to 401 (k) and 403(b) plans and tax-deferred contributions to Code Section 457 and Code Section 125 plans, and (for Plan Years beginning on or after January 1, 2001) Code Section 132(f)(4) qualified transportation fringes.
- **1.09 EMPLOYEE.** "Employee" means a person in the employ of an Employer who worked or shall work in a classification for which the Union acted or shall act as collective bargaining representative.

The term also includes all persons for whom contributions are required to be made to the Fund in accordance with a written agreement between an Employer and the Trustees.

- **1.10 EMPLOYER.** "Employer" means any Employer who is required to pay contributions to the Fund for the purposes of this Plan as the result of an agreement between such Employer and the Union, or between such Employer and the Trustees.
- 1.11 FUND. "Fund" means the trust estate created by and defined in the Agreement and Declaration of Trust. "Eligible Retirement Plan" means an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, any annuity plan described in Section 403(a) of the Code, or a qualified trust described in Section 401 (a) of the Code, that accepts the Distributee's Eligible Rollover Distribution. For distributions made after December 31, 2001, an eligible retirement plan also

means a deferred compensation plan described in Code Section 457(b) (for employers described in Code Section 457(e)(1)(A)) or an annuity contract under Code Section 403(b). However, for distributions before January 1, 2002, in the case of an Eligible Rollover Distribution to a Spouse, an Eligible Retirement Plan is an individual retirement account or individual retirement annuity

**1.12 NORMAL PENSION AGE.** The "Normal Pension Age" for an Employee means the later of the participant's 65th birthday and the participant's completion of five years of Plan participation.

#### 1.13 PENSION SERVICE. "Pension Service" means:

- A. Time for which contributions to the Fund are required by the terms of a collective bargaining agreement between an Employer and the Union, or in an agreement between an Employer and the Trustees;
- B. Time for which contributions are required to be transferred to this Fund by another pension fund (in accordance with the terms of a reciprocal agreement between the two funds); and
- C. Time for which the Employee earned Past Pension Service in accordance with section 3.01.

Pension Service shall **not** include time for which the Fund is required to transfer contributions to another fund (in accordance with the terms of a reciprocal agreement between the two funds).

- **1.14 PENSIONER.** "Pensioner" means any person formerly an Employee who is receiving a pension benefit provided for herein.
- **1.15 PLAN.** "Plan" means the "Local 1783 I.B.E.W. Pension Plan", embodied herein and as properly amended from time to time.
- **1.16 PLAN YEAR.** "Plan Year" means, the 12 consecutive calendar months January through the following December.
- **1.16 (A) SPOUSE.** Spouse (Surviving Spouse) means the legal Spouse or Surviving Spouse of a Participant, provided that a former Spouse will be treated as the Spouse or Surviving Spouse to the extent provided under a Qualified Domestic Relations Order described in Section 414(p) of the Code. Spouse also includes the definition of spouse as mandated under the Defense Of Marriage Act as well as the subsequent Windsor Decision.
- **1.17 TRUSTEES.** "Trustees" means the Trustees designated in the Agreement and Declaration of Trust, together with their successor or successors, designated in the manner provided therein.
- **1.18 UNION**. "Union" means Local **1430 International Brotherhood** of Electrical Workers, AFL-CIO, or its successor.

#### 1.19 VESTING SERVICE. "Vesting Service" means:

- A. Future Pension service; and
- B. Employment after 1975 by an Employee with an Employer, for which such Employer is not required by agreement with the Union or with the Trustees, to contribute to the Fund, provided such employment is not separated from at least one hour of Pension Service that the Employee earns with the same Employer, by a quit, discharge, or retirement. Such employment includes, during the time that the Employer is required to contribute to the Fund:
  - 1. Each such hour for which the Employee is paid, or entitled to payment, for the performance of duties for the Employer;
  - Each such hour for which the Employee is paid, or entitled to payment, by the Employer
    on account of a period of time during which no duties are performed (irrespective of
    whether the employment relationship has terminated) due to vacation, holiday, illness,
    incapacity (including disability), layoff, jury duty, military duty (in the U.S. armed forces),

or leave of absence, provided such non-work period of time immediately succeeds the Employee's employment in a position described in the above Subsection 1., or in section 1.08. Notwithstanding the preceding sentence;

- a. No more than 501 hours of Vesting Service shall be credited under this subsection to an Employee on account of any single continuous period during which the Employee performs no duties;
- b. An hour for which the Employee is directly or indirectly paid, or entitled to payment, on account of a period during which no duties are performed shall not be credited to the Employee if such payment is made or due under the plan maintained solely for the purpose of complying with applicable worker's compensation, or unemployment compensation, or disability insurance laws; and
- c. Hours shall not be credited for a payment which solely reimburses an Employee for medical or medically related expenses incurred by the Employee.

For purposes of this subsection, a payment shall be deemed to be made by, or due from the Employer regardless of whether such payment is made by or due from the Employer directly, or indirectly through, among others, a trust fund, or insurer, to which the Employer contributes or pays premiums and regardless of whether contributions made or due to the trust fund, insurer, or other entity are for the benefit of particular Employees or are on behalf of a group of Employees in the aggregate.

- 3. Each such hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by the Employer. Such hour shall be credited to the Employee as if it had been worked on the date for which the award is made. The same hours of service shall not be credited both under subsection 1, or subsection 2, as the case may be, and under this subsection 3.
- 4. The number of hours to be credited hereunder for reasons other than the performance of duties shall be determined under Title 29, Subchapter C, Part 2530.22b-2 (b) & (c) of the Code of Federal Regulations which is herein incorporated by reference.

### ARTICLE 2 PARTICIPATION

- **2.01 COMMENCEMENT OF PARTICIPATION PRIOR TO 1976.** An Employee who earned Future Pension Service prior to 1976, became a participant in the Plan upon such earning and, if he still had some Future Pension Service in his account on January I, 1976, he shall continue to be a participant on January 1, 1976.
- **2.02 COMMENCEMENT OF PARTICIPATION AFTER 1975.** An Employee who earns at least 10 weeks of Future Pension Service or 1000 hours of Vesting Service during a Plan Year after 1975 shall become a participant in the Plan on the first day of the Plan Year just after the Plan Year in which he earns such hours.

Also, an Employee who earns at least 1000 hours of Vesting Service during a 12 consecutive month period after 1975 shall become a participant in the Plan on the January 1st nearest the completion of such 12 month period.

Further, if an Employee earns at least one hour of Vesting Service in a Plan Year after 1984 and then in the same Plan Year absents himself from employment that would earn Vesting service because he becomes pregnant and gives birth, experiences an otherwise termination of pregnancy, fathers a child, adopts a child, or cares for his child immediately following such child's birth or adoption, he shall become a participant in the Plan on the first day of such Plan Year.

- **2.03 ELIGIBLE SURVIVING SPOUSE AND ALTERNATE PAYEE.** An eligible Surviving Spouse or Alternate Payee, who receives a periodic benefit in accordance with Article 8, 10 or 15 of this Plan is a participant in the Plan during the time such benefit is received.
- **2.04 TERMINATION OF PARTICIPATION.** A participant's participation in this Plan shall cease on the earliest of:
  - A. His death:
  - B. The time when he no longer has any Pension Service or Vesting Service hereunder in his account;
  - C. If receiving a periodic benefit hereunder, the date when such benefit ceases permanently; or
  - D. When he incurs a One-Year Break-in-Service (as defined in Section 5.02) shall cease to by a Participant as of the last day of the Calendar Year which constituted the One-Year Break, unless such Participant is a Pensioner, or has acquired the right to a pension.
- **2.05** Reinstatement of Participation. An employee who has lost his status as a Participant in accordance with Section 5.05 shall again become a Participant by meeting the requirements of Section 2.02 within a Calendar Year on the basis of work after the Calendar Year during which his Participation terminated.

## ARTICLE 3 PENSION SERVICE & VESTING SERVICE

3.01 PAST PENSION SERVICE. Credit for service prior to 1961 will be granted to an Employee at the rate of one week of Past Pension Service for each whole week, ending before 1961, in which the participant worked for any of the following Past Service Employers for any time in a classification for which the Union acted as collective bargaining representative. In addition to the conditions outlined in the preceding sentence, a participant will only be entitled to Past Pension Service if the participant was working for that employer, in employment covered by the plan, on the day that the employer was first required to contribute to the plan and for employment that was continuous to the date that the employer joined the Plan.

#### **Past Service Employers**

Apollo Lighting Corporation Hasco Electric Supply Co.
Benfield/Benfield Pro shop Ideal Electric Supply Corp.

Champion Wholesalers Kandel Brothers, Inc.

Elman Brothers, Inc.

Luxo Lamp Corp.

Flynn Burner Mearl Corp.

Garfield & Wolar Electric PG Electric Supply Co.

Supply Co. Popular Lighting Corp.

Goldman Electric Supply Sparkle Light Mfg.
Goler Electric Supply

**3.02 FUTURE PENSION SERVICE.** Future Pension Service will be granted to an Employee at the rate of one week of Future Pension Service for each week of Pension Service that the participant earns in a Plan Year in accordance with Article 1.08.

- **3.03 LIMIT ON EARNING PENSION SERVICE.** No more than one year of Pension Service may be earned in any one Plan year by any Employee.
- **3.04 SELF-EMPLOYMENT.** No Pension Service or Vesting Service will be granted for any self-employed time.
- **3.05 VESTING SERVICE.** An Employee will be granted a year of Vesting Service for each Plan year after 1960 in which the Employee is credited with at least 1000 hours of Vesting Service or 25 weeks of Future Pension Service. There is no partial Vesting Service.

#### **ARTICLE 4**

# THE UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT OF 1994 (USERRA) AND THE HEROES EARNINGS ASSISTANCE RELIEF ACT OF 2008

USERRA establishes the cumulative length of time that an individual may be absent from work for military duty and retain reemployment rights to five years. There are important exceptions to the five-year limit, including initial enlistments lasting more than five years, periodic National Guard and Reserve training duty, and involuntary active duty extensions and recalls, especially during a time of national emergency. USERRA clearly establishes that reemployment protection does not depend on the timing, frequency, duration, or nature of an individual's service as long as the basic eligibility criteria are met.

The period an individual has to make application for reemployment or report back to work after military service is based on time spent on military duty. For service of less than 31 days, the Participant must return at the beginning of the next regularly scheduled work period on the first full day after release from service, taking into account safe travel home plus an eight-hour rest period. For service of more than 30 days but less than 181 days, the Participant must submit an application for reemployment within 14 days of release from service. For service of more than 180 days, an application for reemployment must be submitted within 90 days of release from service.

Participants must provide advance written or verbal notice to their employers for all military duty unless giving notice is impossible, unreasonable, or precluded by military necessity. He should provide notice as far in advance as is reasonable under the circumstances. Additionally, he is able (but are not required) to use accrued vacation or leave while performing military duty.

In addition, in the case of an employee who dies on or after January 1, 2007, while performing qualified military service as defined under Section 414(u) of the Code, the survivors of the employees are entitled to any additional benefits (other than benefit accruals relating to the qualified military service) that would be provided under the Plan had the Employee resumed employment and then terminated employment on account of death. Such additional benefits include accelerated vesting upon death, life insurance and survivor's benefits.

The Department of Labor, through the Veterans' Employment and Training Service (VETS) provides assistance to all persons having claims under USERRA, including Federal and Postal Service employees.

If resolution is unsuccessful following an investigation, the Participant may have his claim referred to the Department of Justice for consideration of representation in the appropriate District Court, at no cost to the claimant. If violations under USERRA are shown to be willful, the court may award liquidated damages. Individuals who pursue their own claims in court may be awarded reasonable attorney and expert witness fees if they prevail.

Participants who were employees of intelligence agencies are provided similar assistance through the agency's Inspector General.

#### **ARTICLE 5**

### VESTĪNG, BREAK ÎN SERVÎCE, AÑD ÎNTERRUPTED PENSION SERVÎCE

**5.01 VESTING & BREAK IN SERVICE.** Once an Employee is "vested" he shall, except for his death, have a non-forfeitable right to his Accrued Benefit.

If a Break in service occurs after the Employee is vested, his Pension Service and Vesting Service shall not be forfeited.

**5.02 BREAK IN SERVICE.** If an Employee experiences a Break Year after 1975 he shall incur a break in service and all of the Employee's Pension Service and Vesting service earned before the break shall be forfeited unless the break occurs after the Employee is vested. The Plan Rules in effect prior to 1976 will determine whether or not a Break in Service occurred before 1976.

In addition, for the limited purpose of determining whether Pension Service becomes classed as Interrupted Pension Service as outlined in section 5.04, an Employee will be considered to have a Break in Service if the Employee experiences a Plan Year in which the Employee fails to earn at least ten weeks of Future Pension Service.

**5.03 VESTING.** A participant shall be considered vested (i.e., he has a nonforfeitable [except for death] right to the Accrued Benefit associated with his accumulated Pension Service hereunder) at the earliest date on which he:

- A. Has satisfied the age and service requirements for a Normal or Early Pension hereunder;
- B. Has at least 5 years of Vesting Service (10 years of Vesting Service prior to 1997);
- C. Has at least 5 years of Vesting Service on or after January 1, 1989 for any non-collectively bargained employee; or
- D. Has attained his Normal Pension Age as defined in section 1.07.
- **5.04 INTERRUPTED PENSION SERVICE.** If a Break in Service occurs after the Employee is vested, his Pension Service and Vesting Service shall not be forfeited. However, all of his remaining Pension Service shall then be classed as Interrupted Pension Service.

A segment of Interrupted Pension service means, for an Employee, anyone of the following:

- A. A period of time during which he is a participant in the Plan that does not contain a Plan Year period after 1975, which causes a Break in Service for him;
- B. A period of Break Years after 1975 during which he was a participant in the Plan that caused a Break in Service but which was not lost because of the Plan's vesting provisions, or was later reinstated: and
- C. Each successive period of Break Years after 1975, or immediately succeeding a period described in B and which was not lost because of the Plan's vesting provisions, or was later reinstated.

**5.05 REINSTATEMENT.** If an Employee who is not vested has experienced a Break in Service, and at the time of such Break in Service earns at least ten weeks of Future Pension Service or 500 hours of Vesting Service in a succeeding Plan Year and such Plan Year occurs before the number of consecutive Break Years charged to him equals the number of years of Vesting

Service (or 5, if greater, and such Break in service occurs after 1984) which the participant had immediately prior to the Break in Service, then his lost Pension and Vesting Service shall be reinstated. However, all of his Pension Service shall be then classed as Interrupted Pension Service.

#### 5.06 GRACE PERIOD FOR MILITARY SERVICE

If a Participant leaves Covered Employment to enter active service in the Armed Forces of the United States, the period of service, up to 5 years, will not be counted as a Break in Service, when he returns to Covered Employment, or is available for Covered Employment within the time period described in Article 4 above. Military service up to 5 years, will count towards Vesting Service Credit and Credited Service to the extent required by the Uniformed Services Employment and Reemployment Rights Act.

### ARTICLE 6 ELIGIBILITY FOR PENSION BENEFIT

**6.01 NORMAL PENSION DATE.** The Normal Pension Date for an Employee hereunder shall be the first day of the month coinciding with or, otherwise, next following the latest of A; B; C; and D below:

- A. His 65th birthday;
- B. The completion of 5 years of Vesting Service (10 years of Vesting Service prior to 1997 or 5 years of Vesting Service earned after 1988 for work outside a collective bargaining agreement with the Union), or the attainment of the 5th anniversary of his Commencement of Participation in this Plan;
- C. The date of the Employee's proper application for pension to the Trustees' and
- D. His cessation of work at employment that would earn Pension or Vesting Service hereunder.
- **6.02 EARLY PENSION DATE.** The Early Pension Date for an Employee hereunder shall be the first day of the month coinciding with or, otherwise, next following the latest of A; B; and C below:
  - A. The later of his 62nd birthday and his completion of both 10 years of Pension service and 10 years of Vesting service;
  - B. The date of the Employee's proper application for pension; and
  - C. His cessation of work at employment that would earn Pension or Vesting service hereunder.
- **6.03 DISABILITY PENSION DATE.** The Disability Pension Date for an Employee who becomes totally disabled shall be the first day of the month following his cessation of employment because of such total disability upon which all of the following conditions are met:
  - A. He must be at least age 45 but not yet age 65;
  - B. He has completed 10 years of Pension Service and 10 years of Vesting Service;
  - C. When the accident (or incident) that caused his disability occurred (or started), he was available for employment that would earn Pension or Vesting Service hereunder;
  - D. He has earned at least ten weeks of Pension Service in the Plan Year in which the Disability Pension Date occurs or in the Plan Year immediately preceding such Plan Year;
  - E. When the accident (or incident) that caused his disability occurred (or started), he was not in a period of substantial gainful work outside a collective bargaining agreement between the Union and an Employer; and
  - F. He has submitted a proper application for pension to the Trustees.

No disability pension may be commenced for an Employee after the effective date of the Employee's Normal or Early Pension hereunder even if the effective date of such Disability Pension is proposed to be prior to the effective date of such Normal or Early Pension.

An Employee shall be considered "totally disabled" for a calendar month only if he is entitled to a Social Security Disability Benefit for such month.

Upon recovery from disability prior to age 65, an Employee's Pension service and Vesting Service shall be reinstated, his Disability shall be terminated, and he shall be treated in the same manner as any other Employee.

**6.04 ONLY ONE NORMAL OR EARLY PENSION DATE.** An Employee shall have only one Normal or Early Pension Date under this Plan. An Employee may not have both an Early Pension Date and a Normal Pension Date under this Plan. The earliest such Date shall prevail.

 $\langle \langle \bullet \rangle \rangle$ 

## ARTICLE 7 PENSION BENEFITS

23

7.01 NORMAL PENSION BENEFIT. Each Employee who attains his Normal Pension Date after 1991, under Article 5, will be retired and granted a pension hereunder. Such pension, provided the Employee is not receiving his pension benefit in the Married Couple form, will be a monthly benefit equal to 4% of all pension contributions made to the plan on the employee's behalf after 1986 (for Pension Service earned after December 31, 2010 based on the employer contribution rate in effect on May 31, 2010, with a minimum monthly unit benefit of \$22.00 for each year of Pension Service earned after 1986) plus, \$22.00 for each year of Pension service earned prior to 1987. Each participant who attains Normal Pension Date prior to 1997, as defined in Article 5, shall be granted a monthly pension equal to the participant's Accrued Benefit as outlined in Article 1.01.

However, if the Employee has to his credit any segment of interrupted Pension Service, his monthly pension will be the product of the number of years of his Pension Service in each segment and the unit monthly benefit rate in effect, for then future Pensioners, at the end of each such segment.

**7.02 EARLY PENSION BENEFIT.** Each Employee who attains his Early Pension Date after 1992, under Article 6, will be retired and granted a pension hereunder. Such pension will be calculated as if it were a Normal Pension and then reduced by 1/2 of 1% (or 1/4 of 1% if a participant has at least 25 years of service) for each whole calendar month that his Early Pension Date precedes his 65<sup>th</sup> birthday. There is no reduction if a participant has at least 30 years of service.

**7.03 DISABILITY PENSION BENEFIT.** Each Employee who attains his Disability Pension Date after 1992, under Article 6, will be granted a monthly benefit hereunder. Such pension will be a monthly benefit calculated as if it were a Normal Pension reduced by 50%

7.04 POSTPONED RETIREMENT. Section 7.01 notwithstanding, if a participant submits a proper pension application later than the date on which he attains his Normal Pension Age as defined in section 1.07, his Normal Pension Benefit effective on his Normal Pension Date as defined in section 6.01 shall be calculated as determined under Article 18

Any contrary provisions of this Article notwithstanding, payment of benefits from the plan to a participant shall begin no later than the April 1st of the calendar year following the calendar year in which the participant reaches age seventy and one-half (70-1/2), or if later and age 70-1/2 is attained prior to 1988, the April 1st of the calendar year following the calendar year the participant retires.

**7.05 DURATION OF NORMAL AND EARLY PENSIONS.** Each Normal or Early Pension shall be paid in monthly installments starting with the Employee's Pension Date and, unless the pension is being paid in the Married Couple form, ending with the payment due for the month in which the death of the Pensioner occurs.

**7.06 DURATION OF. DISABILITY PENSIONS.** Each Disability Pension shall be paid in monthly installments starting with the Employee's Disability Pension Date and ending with the payment due for the month in which the Pensioner dies, or for the month immediately preceding the month for which he ceases being entitled to a disability benefit, or for the month he attains age 65, whichever occurs first. If he ceases being disabled prior to age 65, his Disability Pension shall cease; he shall then be considered an active Employee.

Furthermore, if a Disability Pensioner attains age 65, he shall be treated as having retired on a Normal Pension and shall have his benefits recalculated based on the provisions outlined in Section 7.01 of the Plan.

**7.07 INCOMPETENCE OF PENSIONER.** In the event it is determined that a Pensioner is unable to care for his affairs because of illness, accident, or incapacity, either mental or physical, any payments due may, unless claim has been made therefore by a duly appointed guardian, committee, or other legal representative, be paid to the spouse or such other object of natural bounty of the Pensioner or such person having care and custody of the Pensioner, as the Trustees shall determine in their sole discretion.

**7.08 PROTECTION AGAINST CREDITORS**. To the end of making it impossible for Employees or Pensioners covered by the Plan improvidently to imperil the provisions made for their support and welfare by directly or indirectly anticipating, pledging, or disposing of their pension payments hereunder, it is hereby expressly stipulated that no Employee or Pensioner hereunder shall have the right to assign, alienate, transfer, sell, hypothecate, mortgage, encumber, pledge, commute, or anticipate any pension payments, and that such payments shall not in any way be subject to any legal process to levy execution upon or attachment or garnishment proceeding against the same for the payments of any claim against an Employee or Pensioner nor shall such payments be subject to the jurisdiction of any bankruptcy court or insolvency proceedings by operation of law or otherwise except for the provisions contained in Article 16.

**7.09 REPORTS AND PROOF.** Each Employee, Pensioner, Surviving Spouse, and Beneficiary, shall furnish to the Trustees all such information in writing as may be reasonably requested by them for the purpose of establishing, maintaining and administering the plan. The failure on the part of the person to comply with such requests promptly and in good faith shall be sufficient grounds for delaying commencement of benefits hereunder. The Trustees shall be sole judges of the standard of proof required in any case, and they may from time to time adopt such formulas, methods and procedures as they consider advisable.

**7.10 SIXTY PAYMENTS GUARANTEED.** If a Normal, Early or Disability Pensioner (not receiving his pension in the Married Couple Form), dies prior to the time that he has received 60 monthly payments, then pension payments will be continued (in the same amount as was being paid) to his beneficiary until a total of 60 monthly payments have been made.

### ARTICLE 8 SUSPENSION OF EARLY AND NORMAL PENSION BENEFIT

- **8.01 GENERAL**. In the event an Early or Normal Pensioner works at least 40 hours in Prohibited Employment in the Plan area in a month, after 1981, for which he is entitled to an Early or Normal Pension payment hereunder as the result of his successful application for such payment, his pension payment hereunder for such month shall be withheld and forfeited provided the proper notice is provided to him by the Trustees. Such withholding and forfeiture shall not apply to that part of the Pensioner's pension payment derived from the Pensioner's own contributions.
- **8.02 PROHIBITED EMPLOYMENT.** For the purpose of this Article, Prohibited Employment means an hour of employment (whether union or non-union, whether in self-employment or employed, whether actually working or supervising such work, whether contributions are required to be made to the Fund on account of such hour or not) for which the Pensioner is compensated by the Employer:
  - A. In the same industry in which Employees covered by the Plan worked at the effective date of the effected Employee's Pension; and
  - B. In the same professional trade, or craft in which the effected Employee worked at any time that was classed Pension service for him.
- **8.03 PLAN AREA.** For the purposes of this Article, Plan Area means New York State and/or Connecticut.
- **8.04 NOTIFICATION.** No pension benefit payments may be withheld from a Pensioner in any month unless, and until, during the first such month the Trustees notify the Pensioner of the suspension. Such notification shall be delivered personally or by first class mail and shall contain:
  - A. A description of the reason pension payments are being suspended;
  - B. A general description of this Article;
  - C. A copy of this Article;
  - D. A statement that an appeal of the Trustees' decision in this matter may be accomplished using the Plan's claim denial appeal procedure as detailed in Section 14; and
  - E. A statement that the Department of Labor regulations dealing with suspension of benefits may be found in section 2530.203-3 of the Code of Federal Regulations.
- **8.05 PRESUMPTION.** Subject to correction by actual evidence, the Trustees may presume that a Pensioner who works at least some time in Prohibited Employment in a month has or shall work at least 40 hours in such Prohibited Employment in that month unless, within 5 days of the start of such employment, the Pensioner notifies the Trustees of such commencement and has not refused to cooperate with reasonable requests by the Trustees to assist them in administering the provisions of this Article.
- **8.06 RESUMPTION OF PENSION PAYMENTS.** In order for the payment of monthly pension benefits be resumed under this Plan once a suspension described in the first section of this Article has taken place, the Pensioner must notify the Trustees in writing that he has ceased working at Prohibited Employment. The Trustees shall resume the pension payments to the Pensioner, in the same monthly amount that he had been receiving prior to suspension, with the

first day of the third calendar month following the calendar month in which the Trustees receive the Pensioner's notice called for in the prior sentence. Subject to the following sections, should the Pensioner be due any payments that were withheld for months prior to the resumption of payments in which the Pensioner did not work the prescribed duration of Prohibited Employment, such withheld payments shall be paid upon recommencement of pension payments.

**8.07 RECOVERY.** In the event a Pensioner receives a monthly pension payment for a month for which the Trustees have the right to withhold and forfeit such payment, the Trustees shall recover such payment by reducing the payment otherwise payable to the Pensioner for the month immediately following his cessation of work in Prohibited Employment for which payment is not due until the third month following the Pensioner's notification to the Trustees called for in the preceding section. If the reductions described in the prior sentence are not sufficient to permit recovery of payments that should not have been made, the Trustees shall recover such unrecovered difference by reducing the otherwise size of future recommenced monthly pension payments by no more than 25% until such recovery is complete.

**8.08 STATUS DETERMINATION.** A Pensioner or Employee may write to the Trustees to determine if an actual or contemplated employment is Prohibited Employment and the Trustees shall reply to such request for information after securing enough details to make such a judgment.

**8.09 SUSPENSION OF BENEFITS BEFORE 1982.** If a Normal or Early Pensioner becomes employed before 1982 in the same industry, in the same trade, and in the same geographical area covered by this Plan, or by a plan with which this Plan has a reciprocal agreement, at his Pension Date, his pension benefit payment shall not be payable for any month before 1982 in which he works at such employment or self-employment for any length of time.

## ARTICLE 9 MARRIED COUPLE BENEFIT

**9.01 STANDARD FORM.** If an Employee is lawfully married as of the effective date of his Pension, and such effective date is before 1985, then the pension he shall receive shall be in the form called the Married Couple form, unless the Employee has properly elected to forego receiving such pension in the Married Couple form.

If an Employee is lawfully married as of the effective date of his Disability, Early or Normal Pension, and such effective date is after 1984, then the Pension he shall receive shall be in the form called the Married Couple form, unless the Employee and his lawful spouse have properly elected to forego receiving such pension in the Married Couple form.

**9.02 PAYMENT.** Under the Married Couple form a monthly benefit, that became effective before 1985, is payable to the Pensioner so long as he lives and, after his death, if his lawful spouse is living at his date of death, has been married to him continuously during the one year period immediately preceding his death, and was married to him continuously during the one year period immediately preceding his Pension Date, 50% of such monthly benefit shall be paid to such Surviving Spouse, monthly, to cease with the last such monthly payment due for the month of the Surviving Spouse's death. Effective January 1, 2009, the Married Couple may elect a 75 percent Joint and Survivor benefit as described in Section 9.02 above. Furthermore, upon request, a Participant will be given the relative value of the options available.

Under the Married Couple form a monthly benefit that becomes effective after 1984 is payable to the Pensioner so long as he lives and, after his death, if the person who was his lawful spouse at his Pension Date is living at his date of death, has been married to him continuously during a one year period containing his Pension Date, and has been married to him continuously during the one year period ending on either the date of his death or the effective date of his Pension, 50% of such monthly benefit shall be paid to such person, monthly, to cease with the last such monthly payment due for the month of such person's death.

In the case of a death occurring on or after January 1, 2007, if a Participant dies while performing qualified military service (as defined in Code § 414(u)), the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan as if the Participant had resumed and then terminated employment on account of death.

**9.03 QUALIFIED OPTIONAL SURVIVOR ANNUITY (QOSA).** QOSA means the Actuarial Equivalent of the Single Life Annuity, paid as a monthly Pension, commencing on the Employee's applicable Retirement Date and continuing throughout his remaining lifetime. Upon the Employee's death, 75 percent of the amount payable to the Employee shall be paid to the Employee's Eligible Spouse as a monthly Pension, commencing on the first day of the month following the Employee's death and continuing throughout such Eligible Spouse's remaining lifetime.

**9.04 ACTUARIAL REDUCTION.** The amount of the monthly benefit payable to the Pensioner at his retirement in the Married Couple form shall be the actuarial equivalent of the monthly amount calculated in accordance with Article 7 hereof. Actuarial equivalence shall be based upon the 1951 Group Annuity Table for Employees under the Plan, the same table set back 5 years for spouses, and 4-I/2% interest.

The reduction shall be effective on the Pensioner's effective date of pension.

**9.05 ELECTION.** In order for an participant to elect, properly, to forego receiving his pension benefit in the Married Couple form he and his lawful spouse must, on forms prescribed by the Trustees, make such election no more than 180 days prior to the starting date of his pension. He and his lawful spouse may also change, on forms prescribed by the Trustees, his (their) election any time prior to the starting date of his pension.

ā

**9.06 ELECTION INFORMATION.** So that the participant and his spouse, if her consent is required for a desired format, may be properly informed regarding the ramifications of an election to forego (or revoke such an election) receiving his pension benefit in the Married Couple form, the Trustees shall provide the participant and his spouse, if her consent is required for a desired format, with an explanation of the provisions of this Article as it applies to him specifically. Such explanation shall be provided to the participant and his spouse, if her consent is required for a desired format, promptly after he indicates a wish to make application for a Pension. Anything to the contrary notwithstanding, a Normal Pension benefit shall not be effective until he and his spouse have had at least 30 days following the receipt of such explanation to consider it.

### ARTICLE 10 LUMP SUM DEATH BENEFIT

- **10.01 ELIGIBILITY.** Each Pensioner and each Participant who earned at least one hour of Pension Service during the thirty-one days immediately preceding his death shall be entitled to a Lump-Sum Death Benefit.
- **10.02 AMOUNT.** The amount of such Death Benefit will be \$5,000.00 for Participants who are not Pensioners or who have a Surviving Spouse entitled to a deferred pension. For Pensioners, the amount of such Death Benefit will be \$1,000.00.
- **10.03 REDUCTION.** There will be subtracted from any Death Benefit otherwise payable under this Article the sum of any Pension payments (Normal, Early or Disability), payable under either Article 9 or 11, made to the Participant or the Participant's Surviving Spouse.
- **10.04 COORDINATION WITH OTHER DEATH BENEFITS.** Should a Participant's eligible surviving Spouse become entitled to a monthly pension, any Lump Sum Death Benefit payable under this Article shall not be paid until all pension or optional lump sum benefits outlined in Article 8 or 10 are paid to the Participant's Surviving Spouse.

### ARTICLE 11 PRE-RETIREMENT SURVIVING SPOUSE PENSION

- **11.01 ELIGIBILITY.** If an Employee dies before the effective date of his Disability, Early or Normal Pension, his Surviving Spouse shall be entitled to a Pre-Retirement Surviving Spouse Pension provided she is legally married to him at his date of death and provided, further, that:
  - A. His date of death is before August 23, 1984, and he has satisfied the age and service requirements for an Early or Normal Pension hereunder and he has been lawfully married to his spouse for at least one continuous year prior to his death, or
  - B. His date of death is after August 22, 1984, he is vested, and he has been lawfully married to his spouse for at least one continuous year prior to his death.
- 11.02 FORM. Such Pre-Retirement Surviving Spouse Pension is a monthly benefit payable to the Surviving Spouse for life, commencing with the later of the first day of the month following the Employee's death and what would have been his earliest Early or Normal Pension Date had he lived, but earned no more Pension or Vesting Service, to cease with the last such monthly payment due immediately preceding such Surviving Spouse's death.
- 11.03 AMOUNT. The amount of the monthly benefit to be paid to the eligible Surviving Spouse of the deceased Employee is 50% of the amount that would have been the monthly pension payable to the Employee if the starting date of his Surviving Spouse's Pension had been the starting date of an Early or Normal Pension benefit for him hereunder and such pension were to be paid in the Married Couple form described in Article 9.
- 11.04 OPTIONAL LUMP SUM. If the Participant's death is after August 22, 1984, in place of any deferred pension benefit to which a Surviving Spouse may be entitled, the eligible surviving spouse will be given the option of receiving the Pre-Retirement Surviving Spouse Pension as a lump sum settlement. If the surviving spouse elects the lump sum value of the deferred pension, the excess of the value of the Lump sum Death benefit over the lump sum settlement for the Pre-Retirement Surviving Spouse Pension (if any) would then be paid to the beneficiary selected by the Participant. If the lump sum settlement for the Pre-Retirement Surviving Spouse Pension is less than or equal to \$5,000.00 (\$3,500.00 if before 2000), then the eligible spouse must receive the benefit as a lump sum. Such lump sum shall be the actuarial equivalent of the Surviving Spouse's deferred benefit and shall be calculated, if distributed before 2000, using the Unisex Pension 1984 mortality table set forward one year, and the interest basis promulgated at the beginning of the Plan Year containing the date of determination by the Pension Benefit Guaranty Corporation for valuing annuities of terminated single employer pension plans (these same rates increased by 20% if such actuarial equivalent is greater than \$25,000.00).

Effective January 1, 2000, notwithstanding the foregoing, for purposes of determining the lump sum present value of benefits (and the amount of all other forms of benefit subject to Code §417(e)(3) payable under the Plan to a Participant with a Benefit Commencement Date on or after July 1, 2000, mortality shall be based on the table prescribed in Revenue Ruling 2001-62, or such other table as is prescribed from time to time by the Secretary of the Treasury for the purpose (referred to hereafter as the "Applicable Mortality Table"; and the "Applicable Interest Rate" means the annual rate of interest as defined in Code Section 417(e)(3)(C). The stability period, within the meaning of Treas. Reg. § 1.417(e)-1(d)(4)(ii), shall be the Plan Year. Applicable Mortality Table" means the mortality table prescribed by the Secretary of the Treasury as defined in Code Section 417(e)(3)(B).

In order to make such election of the optional lump sum effective, the Surviving Spouse must make the election, in a format supplied by the Trustees, within 60 days of the offer by the Trustees.

For the purposes of this Section, "deferred benefit" means a monthly pension to the Surviving Spouse whose effective date is later than the first day of the month immediately following the Participant's death.

For any distribution notice issued in Plan Years beginning after December 31, 2006, the description of a Participant's right, if any, to defer receipt of a distribution also will describe the consequences of failing to defer receipt of the distribution. For notices issued before the 90th day after the issuance of Treasury regulations (unless future Revenue Service guidance otherwise requires), the notice will include: i) a description indicating the investment options available under the Plan (including fees) that will be available if the Participant defers distribution; and ii) the portion of the summary plan description that contains any special rules that might affect materially a Participant's decision to defer.

# ARTICLE 12 BENEFICIARY

12.01 BENEFICIARY. At any time, and from time to time, each Employee and Pensioner who is, or becomes, eligible for the protection of any lump sum death benefit coverage described in this Plan, shall have the unrestricted right to designate the Beneficiary or Beneficiaries to receive the death benefit and to revoke such designation. However, and notwithstanding the preceding sentence, if after 1984 an eligible spouse elects to waive the standard Form as described in section 9.01, she shall have the unrestricted right to designate the Beneficiary or Beneficiaries to receive the death benefit and to revoke such designation unless she waives this right. Each such designation shall be evidenced by a written instrument filed with the Trustees. Any such designation or revocation received by the Trustees after the Employee's or Pensioner's death (or after the eligible spouse's death if applicable) shall be invalid.

12.02 NO VALID BENEFICIARY. If an eligible Employee (or his eligible spouse if applicable) fails to designate validly a Beneficiary or Beneficiaries, or if none survive the Employee (and his Surviving spouse for the purposes of Articles 9 and 11), the death benefit shall be paid to the legal representative of the Employee's or Pensioner's estate (or the estate of the surviving Spouse).

# ARTICLE 13 AMENDMENT AND TERMINATION

**13.01 AMENDMENT.** The Trustees may amend this Plan at any time in accordance with the Agreement and Declaration of Trust, except that no amendment may reduce any benefit accrued by an Employee or Pensioner unless such reduction is required to qualify this Plan (or continue such qualification) under the Internal Revenue Code, or is required for compliance with the Employee Retirement Income Security Act (ERISA), or, if the amendment meets the requirement of Section 302(c) (8) of ERISA and section 412(c) (8) of the Internal Revenue Code, and the Secretary of Labor has been notified of such amendment and has either approved of it or, within 90 days after the date on which such notice was filed, he failed to disapprove, nor may any amendment cause any of the assets of the Fund to revert to any Employer or the Union.

**13.02 TERMINATION.** If this Plan is terminated, or is partially terminated, the rights of all affected participants to their Accrued Benefits as of the date of such termination, or partial termination, to the extent funded as of such date, are nonforfeitable.

If this Plan is terminated, the assets then remaining in the Fund (after paying the expenses of the Plan) shall be allocated, to the extent that they shall be Sufficient, for the purposes of paying benefits to Pensioners, Surviving Spouses, Beneficiaries, and Employees in the following order of precedence.

- A. In the case of the pension of a Pensioner or Surviving Spouse which was in pay status as of the beginning of the 3-year period ending on such termination, to each such pension, based on the provisions of the Plan (as in effect during the 5-year period ending on such date) under which such pension would be the least. The lowest pension in pay status during the 3-year period shall be considered the pension in pay status for such period. In the case of a pension of an Employee or Surviving Spouse which would have been in pay status as of the beginning of such 3-year period if the Employee had retired prior to the beginning of the 3-year period and if his pension had commenced (in the standard form) as of the beginning of such period, to each such pension based on the provisions of the Plan (as in effect during the 5-year period ending on such date) under which the pension would be the least.
- B. All other benefits (if any) of the individuals under the Plan guaranteed under Title IV of ERISA.
- C. All other vested benefits under this Plan.
- D. All other benefits under this Plan.

The amount allocated under any subsection above with respect to any benefit shall be properly adjusted for any allocation of assets with respect to that benefit under a prior subsection.

If the assets available for allocation under any subsection above (other than subsections C and D) are insufficient to satisfy in full the benefits of all individuals which are described in that subsection, the assets shall be allocated pro rata among such individuals on the basis of the present value (as of the termination date) of their respective benefits described in that subsection.

:

If the assets available for allocation under subsection C are not sufficient to satisfy in full the benefits of individuals described in that Subsection, then

- Except as provided in subparagraph 2 below, the assets shall be allocated to the benefits of individuals described in subsection C, on the basis of the benefits of individuals which would have been in effect at the beginning of the 5-year period ending on the date of Plan termination; and
- 2. If the assets available for allocation under subparagraph 1 above, are sufficient to satisfy in full the benefits described in such Subparagraph (without regard to this subparagraph), then, for purposes of subparagraph I, benefits of individuals described in such Subparagraph shall be determined on the basis of the Plan as amended by the most recent Plan amendment effective during such period.

In no event, however, shall any of the assets of the Fund, properly received, revert or be paid to any Employer or the Union. In the event assets are left after satisfying the benefits called for in all classes above, such assets shall be used to increase, proportionately, all Plan benefits.

# ARTICLE 14 APPEAL PROCEDURE

**14.01 CLAIM DENIAL.** The Trustees shall make determinations regarding claims for benefits under the Plan by all persons.

The Trustees shall furnish, within 90 days (45 days for a Disability Retirement Benefit application) of filing of a Pension Benefit claim, to the claimant whose claim has been denied a written notice stating:

- A. The specific reason(s) for the denial;
- B. The specific reference(s) to the Plan provisions on which the denial is based;
- C. The way(s) in which the claim might be perfected; and
- D. A statement of the Plan appeal procedure.

If special circumstances require that the Trustees need additional time for processing a claim, the Trustees will notify the Participant within the initial 90 day period, (45 days for a Disability Retirement Benefit application) a written notice of extension, stating the special circumstances requiring the extension and specifying the date by which the Trustees expects to render the benefit determination. The extension may be granted for a maximum of an additional 90 days (30 days for a Disability Retirement Benefit application) from the end of the initial determination period.

### 14.02 SPECIAL RULE FOR DISABILITY RETIREMENT BENEFITS

If, upon the review of an application for Disability Retirement Benefit, the Plan Administrator determines that a decision still cannot be made within the first extension period, the Plan Administrator will provide you, prior to the expiration of the first 30-day extension period, a written notice of extension, stating the special circumstances requiring the extension and specifying the date by which the Plan Administrator expects to render the benefits determination. The notice of extension will also specifically explain the standards upon which entitlement to these benefits is based, the unresolved issues that prevent a decision on the application, and the additional information needed to resolve these issues. You will be provided 45 days within which to provide any specified information. The second extension may be granted for a maximum of 30 additional days from the end of the first extension period.

If a period of time is extended for any benefit determination or Disability Retirement Benefit determination due to your failure to submit information necessary to decide your application, the period for making the benefit determination will be tolled from the date on which the notification of the extension is sent until the date on which you respond to the request for additional information.

### 14.03 CONTENTS OF NOTICE

The benefit denial notice will set forth the specific reasons for the denial, refer to the specific provisions of the Plan upon which the denial is based, describe any additional material or information that might help the claimant and explain why that information is necessary, and describe the Plan's review procedures and applicable time limits, including a right to bring a civil action under section 502(a) of ERISA.

### 14.04 SPECIAL RULE FOR DISABILITY RETIREMENT BENEFITS

If an internal rule, guideline, protocol, or other similar criterion was relied on in making the adverse determination for Disability Retirement Benefit, the Participant will be provided with the specific rule, guideline, protocol, or similar criterion, or receive a statement that such a rule, guideline, protocol or similar criterion was relied on in making a determination. A copy of such rule, guideline or other criterion will be provided to the Participant free of charge upon request.

If the adverse determination for Disability Retirement Benefit is based on a medical necessity or similar exclusion or limit, the notice will either provide an explanation of the scientific or clinical judgment for the determination, or state that such explanation will be provided upon request and free of charge.

Upon receipt of an adverse benefits determination or an adverse Disability Retirement Benefit determination, the Participant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, relevant information regarding a claim determination.

**14.05 APPEAL.** In the event a claim is denied, wholly or in part, the Participant shall have the right to appeal the Trustees' decision, provided that the claimant must file a written claim appeal no later than 60 days after receipt of the denial or 180 days to appeal a denied Disability Retirement Benefit.

The appeal should state the reasons for the appeal. The participant does not have to make legal arguments. Rather, the Participant must state clearly why they believe they are entitled to the benefit being claimed or why they disagree with Fund policy, determination, or action. If the Participant has written proof or documentation supporting their claim, such proof or documentation must be included with the written appeal.

The claimant may present his views in writing and/or appear in person before the Trustees at a date set for such hearing, with an opportunity to receive the Plan documents which relate to the claim.

### 14.06 SPECIAL RULE FOR A DISABILITY RETIREMENT BENEFIT

If the appeal is for Disability Retirement Benefit, the review on appeal shall be made by one or more individuals, none of whom decided the initial claim for benefits or is the subordinate of any individual who decided the initial claim. The decision on appeal shall give no deference to the initial denial or adverse determination. In the case of a claim based in whole or in part on a medical judgment, a health care professional will be consulted who has appropriate training and expertise in the field of medicine, and who was not consulted in connection with the initial claim. The medical or vocational expert(s) whose advice was obtained in connection with the adverse determination will be identified upon request.

### 14.07 DESIGNATION OF REPRESENTATIVE

The Participant may designate a representative to act on his behalf in filing a claim or an appeal of a denial of a claim or other adverse determination. If the Trustees are uncertain whether or not a Participant has designated a representative, they may request that he put such designation in writing and may decline to communicate with a third party claiming to be a representative until such designation is received.

### 14.08 NOTIFICATION OF DECISION

In the case of an adverse determination on appeal, the Trustees will render a written decision within a reasonable period of time but no later than 60 days (45 days for a Disability Retirement Benefit application) after receipt of the appeal unless the Trustees determine that special circumstances require an extension of time for processing the appeal, in which case the appeal

will be decided no later than 120 days (90 days for a Disability Retirement Benefit application) after receipt of the appeal. If an extension is required, written notice of the extension will be sent to the Participant prior to the expiration of the initial 60-day or 45-day period, notifying him of the circumstances requiring an extension and the date by which a decision is expected to be reached.

If the Trustees deny a Participant's application on appeal, he will be sent you a written decision that will set forth the specific reasons for the adverse determination, the specific provisions of the Plan upon which the decision was based, a statement that he is entitled to receive, upon request and free of charge, reasonable access to, and copies of, relevant information regarding a claim determination, and a statement of his right to bring a civil action under section 502(a) of ERISA.

### 14.09 SPECIAL RULE FOR DISABILITY RETIREMENT BENEFITS

If a Participant's application for Disability Retirement Benefit was denied on appeal, if an internal rule, guideline, protocol or similar criterion was relied on in making the adverse determination, either he will be provided with the specific rule, guideline, protocol or similar criterion, or he will receive a statement that such a rule, guideline, protocol or similar criterion was relied on in making the adverse determination and a copy of such rule, guideline, protocol or other similar criterion will be provided to him upon request. If the adverse determination was based on a medical necessity or experimental treatment or similar exclusion or limit, the denial notice will include either an explanation of the scientific or clinical judgment for the determination or a statement that such explanation will be provided free of charge upon request.

If any claim is denied on appeal, the Participant has the option to renew his appeal to the Trustees, if he has any additional information to present. A renewed appeal must be submitted in writing, and the rules and time limits stated above apply.

### 14.10 AUTHORITY OF THE TRUSTEES

The Trustees have the discretionary power to interpret the Plan; to determine all questions of eligibility; to make factual determinations; to establish policies with respect to the status of Participants in the Plan; to establish the standard of proof required in any case; and to determine the amount of and eligibility for any benefit under the Plan.

The decision of the Trustees with regard to any appeal shall be final and binding on all Participants, Beneficiaries and any other person dealing with the Plan. If the Trustees deny an appeal of a claim, and the Participant decides to seek judicial review, the Trustees' decision shall be subject to limited judicial review to determine only whether the decision was arbitrary and capricious.

### 14.11 CONCLUSION

All benefit applications and determinations on appeal will be made in accordance with the Plan document, policies, rules, and procedures and will apply the Plan provisions consistently, to the extent reasonable, with respect to similarly situated claimants.

Throughout the procedures set forth above, there are several time limits within which a Participant must file an application or appeal and within which the Trustees must issue a decision on such application or appeal. The Trustees may agree to extend the time limits within which a Participant must file and he may agree to extend any time limit within which the Trustees must issue a decision. The agreement to extend a time limit must be knowing, explicit, and confirmed in writing before the time period in question expires.

# ARTICLE 15 MISCELLANEOUS

**15.01 NAMED FIDUCIARY.** The "Named Fiduciary" of the Plan, who shall have authority to control and manage the operation and administration of the Plan, is, collectively, the Trustees of the Fund.

15.02 LIMIT ON TYPES OF BENEFITS. No Employee, Pensioner, or Surviving Spouse shall be entitled to more than one type of pension or benefit from this Plan at any one time, except that a Pensioner may receive a benefit earned by his employment as an Employee as well as a benefit in his status as a Surviving Spouse.

15.03 MAXIMUM ON BENEFITS In no event shall this Plan pay benefits in excess of the maximum specified for qualified plans by Section 415 of the 1986 Internal Revenue Code. The Projected Annual Benefit shall be limited at all times to the maximum permissible benefit payable under the provisions of Code Section 415 and regulations and rulings thereunder. In determining the limits under Section 415 of the Code, for Plan Years beginning in 2004 and 2005, in the case of a form of payment under the Plan subject to Code Section 417(e)(3), the actuarially equivalent single life annuity shall be determined using an interest rate equal to 5.5% or, if greater, the interest rate specified in the Plan.

For plan years beginning on or after January 1, 2008, section 302 of the Pension Protection Act of 2006, Public Law 109-280 (PPA '06), changed the present value determination under section 417(e)(3) of the Code. For such plan years, section 417(e)(3)(C) defines the term "applicable interest rate" as the adjusted first, second, and third segment rates applied under rules similar to the rules of section 430(h)(2)(C) for the month before the date of the distribution or such other time as the Secretary may by regulations prescribe. For this purpose, the adjusted first, second, and third segment rates are determined without regard to the 24-month averaging provided under section 430(h)(2)(D)(i), and section 417(e)(3)(D)(ii) provides a transition rule that phases in the use of the segment rates over five years.

For plan years beginning on or after January 1, 2008, section 417(e)(3)(B) defines the term "applicable mortality table" as a mortality table, modified as appropriate by the Secretary, based on the mortality table specified for the plan year under section 430(h)(3). In contrast to the phase in of the use of the segment rates with regard to the applicable interest rate, there is no transition rule with regard to the applicable mortality table.

The following limits are applicable to this Plan as required by the Economic Growth and Tax Relief Reconciliation Act (EGTRRA) effective 2008:

- Compensation limit \$255,000
- Elective deferral limit \$17,500
- Defined benefit annual limit \$205,000
- Deduction limit to 25% of compensation

**15.04 MAILING ADDRESS OF PENSIONER.** If a Pensioner fails to inform the Trustees in writing sent by registered mail of change of address and the Trustees are unable to communicate with the Pensioner at the address last recorded by the Trustees and a letter sent by registered mail to such Pensioner is returned, any payments due on the Pensioner's account shall be held without interest until he makes claim thereof.

- **15.05 RECOVERY OF CERTAIN PAYMENTS.** The Trustees shall have the right to recover any benefit payments made in reliance on any false or fraudulent statement, information, or proof submitted, as well as any benefit payment made in error.
- **15.06 BINDING FORCE.** This Plan and acts and decisions made by the Trustees hereunder shall be binding upon the heirs, executors and administrators of any Employee or any person claiming any benefit hereunder.
- **15.07 LEGAL JURISDICTION.** Except to the extent preempted by federal law, the Plan shall be construed, administered and enforced in accordance with the laws of the state of New York.
- **15.08 SAVINGS PROVISION.** Should any provision contained in the Plan be held unlawful, such provision shall be of no force and effect, and this Plan shall be treated as if such provision had not been contained herein.
- **15.09 NO LIABILITY TO TRUSTEES OR UNION.** There shall be no liability upon the Trustees individually or collectively, or the Union, to provide the benefits established by this Plan if the Fund does not have assets to make such payments.
- **15.10 NUMBER AND GENDER.** Wherever appropriate, words used in this Plan in the singular may mean the plural, the plural the singular, the masculine the feminine, and the feminine the masculine.
- 15.11 MERGER OR CONSOLIDATION OF PLAN OR TRANSFER OF ASSETS. A merger or consolidation of the Plan with another plan, or a transfer of the assets of the Fund to another plan's fund, shall not take place unless the benefit that would be received by each participant, hereunder, from the Plan, if it were terminated immediately after such merger, consolidation, or transfer is at least equal to the benefit he would have received if the Plan terminated immediately before such merger, consolidation, or transfer. This section shall not be effective until, and, then, only to the extent determined by, the Pension Benefit Guaranty Corporation determines such section is applicable to this Plan.
- **15.12 SMALL PENSION AMOUNTS.** In the event the present value (as of the effective date of pension) of an Early, Normal, or Pre-Retirement Surviving Spouse Pension is less than \$5,000.00 (\$3,500.00 if before 2000) such present value shall be paid in a lump sum as full payment of such pension. Such present value shall be the actuarial equivalent of such pension and shall be calculated using the same methods and bases contained in Section 11.04.
- **15.13 PLAN INTERPRETATION AND DETERMINATIONS.** Notwithstanding any other provision of this Plan, the Board of Trustees shall have exclusive authority and discretion to:
  - A. Determine whether an individual is eligible for any benefits under this Plan;
  - B. Determine the amount of Benefits, if any, an individual is entitled to under this Plan;
  - C. Interpret all of the provisions of this Plan; and
  - D. Interpret all of the terms used in this Plan.

æ.

All determinations and interpretations made by the Trustees, or their designee, pursuant to this section shall:

- A. Be binding upon any individual claiming benefits under this Plan;
- B. Be given deference in all courts of law, to the greatest extent allowed by applicable law; and
- C. Not be overturned or set aside by any court of law, unless such court determines that the Trustees have abused their discretion in rendering such determination or interpretation.

### 15.14 PLAN FUNDING REQUIREMENTS

- A. Section 432(b)(3)(D) provides that when the Plan is in endangered or critical status, a notice must be provided regarding the Plan's certified status to Participants and Beneficiaries, the bargaining parties, the PBGC, and the Secretary of Labor, not later than 30 days after the date of the certification. If the Plan is in critical status, the notice must explain that adjustable benefits, as defined in section 432(e)(8), may be reduced. In addition, lump sum payments are not permitted if the Plan is in critical status.
- Section 204(c)(2) of WRERA provides special notice rules that apply when an election under section 204 is made to freeze the Plan's section 432 status and that modify the otherwise applicable notice requirements under section 432(b)(3)(D) of the Code. If the Plan is in neither endangered nor critical status as a result of the election, the Plan must provide the notice described in section 204(c)(2)(A) of WRERA. This notice applies in lieu of the notice that is otherwise required under section 432(b)(3)(D) of the Code in the case that the Plan has been certified to be in endangered or critical status. The notice described in section 204(c)(2)(A)(ii) of WRERA must be provided to the Participants and Beneficiaries, the bargaining parties, the PBGC, and the Secretary of Labor and must contain such information about the election as the Secretary of the Treasury (in consultation with the Secretary of Labor) may require. Pursuant to section 204(c)(2)(A)(ii)(I) of WRERA, if the election is made before the date the annual certification of the Plan's section 432 status is submitted to the Secretary of the Treasury, then notice must be provided not later than 30 days after the date of the certification. Under section 204(c)(2)(A)(ii)(II), if the election is made after the date the annual certification is submitted to the Secretary, then notice must be provided not later than 30 days after the date of the election.
- C. If the Plan is in neither Endangered nor Critical Status as a result of Freeze Election, a special notice must be provided to Participants and Beneficiaries, the bargaining parties, the PBGC, and the Secretary of Labor. Section 204(c)(2)(A)(ii) of WRERA stipulates that the notice must be provided no later than 30 days after the later of, 1) the actuarial certification for the election year, or 2) the date of the election. The notice must be provided either in the form of a paper document or in an electronic form that satisfies the requirements of § 1.401(a)-21 of the Treasury regulations and must be written in a manner calculated to be understood by the average employee to whom the notice applies.

# ARTICLE 16 QUALIFIED DOMESTIC RELATIONS ORDERS (QDRO's)

16.01 SUPERSEDES. In the event the Trustees are presented with a proper Qualified Domestic Relations Order, as that term is defined in the Retirement Equity Act of 1984, as amended, the Trustees shall obey such order and all other provisions of this Plan shall be subject to it.

16.02 PROCEDURES. Procedural protection of a potential alternate payee's interest in a participant's benefits during the Plan's determination process is the period, of up to 18 months during which the issue of the qualified status of a domestic relations order is being determined; by the Plan, by a court of competent jurisdiction, or otherwise. During this 18-month period, the Plan must separately account for any amounts that would have been payable to the alternate payee if the order had been immediately treated as a QDRO and must pay these amounts (including any interest thereon) to the alternate payee if the order is deemed qualified within such period. If the issue as to whether the order is a QDRO is not resolved within the 18-month period, the Plan is to pay such amounts to the person or persons who would have been entitled to the amounts if there had been no order. Any determination that an order is a QDRO that is made after the close of the 18-month period is to be applied prospectively only.

If the Plan, acting in accordance with fiduciary responsibility, treats an order as a QDRO (or determines that such an order is not a QDRO) and distributes benefits in accordance with that determination, provides that the obligations of the Plan to the affected participants and alternate payees with respect to the distribution shall be treated as discharged.

**16.03 QUALIFICATIONS.** The QDRO order must be a "domestic relations order" issued pursuant to a State domestic relations law (including a community property law) that relates to the provision of child support, alimony payments, or marital property rights to a spouse, former spouse, child, or other dependent of a participant. It must create or recognize the existence of an alternate payee's right to receive all or a portion of the benefits payable to a participant under the Plan. Further, it must clearly specify:

- A. The name and last known mailing address (if any) of the participant and the name and mailing address of each alternate payee covered by the order;
- B. The amount or percentage of the participant's benefits to be paid by the Plan to each such alternate payee, or the manner in which such amount or percentage is to be determined;
- C. The number of payments or period to which the order applies; and
- D. Each plan to which the order applies.

### 16.04 EXCEPTIONS. An order will fail to be a QDRO if it requires the Plan to:

- A. Provide any type or form of benefit, or any option, not otherwise provided under the Plan;
- B. Provide increased benefits determined on the basis of actuarial value; or
- C. Pay benefits to an alternate payee, that are required to be paid to another alternate payee under another order previously determined to be a QDRO.

The Pension Protection Act of 2006 (PPA) provides that a domestic relations order otherwise meeting the requirements of a QDRO, shall not fail to be treated as a QDRO solely because:

- A. The order is issued after, or revises, another domestic relations order or QDRO;
- B. At the time at which it is issued. Section 1001 of the PPA also requires that the regulations clarify that such orders are subject to all of the same requirements and protections that apply to QDROs, including the provisions of section 206(d)(3)(H) of ERISA and section 414(p)(7) of the Code:

- C. The time at which it is issued:
- D. It is issued after the death of the participant;
- E. It is issued after the parties divorce;
- F. It is issued after the participant's annuity starting date.
- G. The order is issued after, or revises, another domestic relations order or QDRO.

**16.05 REQUIREMENTS AND PROTECTIONS.** Any domestic relations order shall be subject to the same requirements and protections that apply to all QDROs under section 206(d)(3) of ERISA. Although an order will not fail to be a QDRO solely because it is issued after the death of the participant, the order would fail to be a QDRO if it requires the plan to provide a type or form of benefit, or any option, not otherwise provided under the plan. Application of the protective rules regarding segregation of payable benefits to a second order involving the same participant and alternate payee. Although an order will not fail to be a QDRO solely because it is issued after another QDRO, the order would fail to be a QDRO if it assigns benefits already assigned to another alternate payee under another QDRO.

This interim final rule is intended to clarify the statutory requirements for QDROs under section 206(d)(3) of ERISA and section 414(p) of the Code. The provisions of section 206(d)(3) generally assist State authorities in deciding permissible ways in which pension benefits may be divided in domestic relations matters. The rules and processes under section 206(d)(3) make it possible for plan administrators to determine whether a State order seeking to assign pension benefits to an alternate payee should be given effect under the plan; clear rules concerning what constitutes a QDRO have the effect of assisting plan administrators in reviewing orders received by the plan, as well as participants and alternate payees in planning how to take pension assets into account when significant events require making a division of marital assets.

**16.06 ACTUARIAL EQUALIZATION.** To insure that compliance with a Qualified Domestic Relations Order does not increase the actuarial cost to the Plan, an adjustment in the amount or form of the payment to the participant shall be made by the Trustees where it is deemed necessary. In determining the extent of such adjustment, the actuarial basis to be employed is the 1951 Group Annuity Table, for mortality, for Employees under the Plan, the same table set back 5 years for alternate payees, and 4-1/2% annual compound interest.

725

# ARTICLE 17 DIRECT ROLLOVERS

**17.01 EFFECTIVE DATE OF THIS ARTICLE.** The provisions of this Article are effective January 1, 2009.

DIRECT ROLLOVERS. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Article, a Distributee may elect; at the time and in the manner prescribed by the Trustees; to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover request.

17.02 NON-SPOUSE BENEFICIARY ROLLOVER RIGHT. For distributions after December 31, 2009, and unless otherwise elected, for distributions after December 31, 2006, a non-spouse beneficiary who is a "designated beneficiary" under Code §401(a)(9)(E) and the regulations thereunder, by a direct trustee-to-trustee transfer ("direct rollover"), may roll over all or any portion of his or her distribution to an individual retirement account the beneficiary establishes for purposes of receiving the distribution. In order to be able to roll over the distribution, the distribution otherwise must satisfy the definition of an eligible rollover distribution.

17.03 CERTAIN REQUIREMENTS NOT APPLICABLE. Although a non-spouse beneficiary may roll over directly a distribution as provided above, any distribution made prior to January 1, 2009 is not subject to the direct rollover requirements of Code §401(a)(31) (including Code §401(a)(31)(B), the notice requirements of Code §402(f) or the mandatory withholding requirements of Code §3405(c). If a non-spouse beneficiary receives a distribution from the Plan, the distribution is not eligible for a "60-day" rollover.

### 17.04 DEFINITIONS.

- A. Eligible Rollover Distribution. Eligible Rollover Distribution shall mean for purposes of this paragraph, the term given such term by section 402(f)(2)(A). A portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be paid only to an individual retirement account or annuity described in section 408(a) or (b) of the Code, or to a qualified defined contribution plan described in section 401(a) or 403(a) of the Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not includible.
- B. Eligible Retirement Plan. This Plan is an eligible Retirement Plan as it provides that any nonforfeitable accrued benefit for which the present value (as determined under section 411(a)(11)) does not exceed \$5,000 shall be immediately distributed to the participant. An eligible plan is an annuity contract described in section 403(b) of the Code and an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan. The definition of eligible retirement plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relation order, as defined in section 414(p) of the Code. Effective for distributions made after December 31, 2009 an eligible retirement plan shall include a ROTH IRA. With respect to a surviving beneficiary other than a spouse, an eligible retirement plan means an inherited IRA.

- C. Distributee. A Distributee includes an employee or former employee. In addition the employee's or former employee's spouse or former spouse who is the alternate payee under a QDRO, as defined in Code section 414(p), are distributees with regard to the interest of the spouse or former spouse. Nonspousal beneficiary rollovers are allowed effective for distributions made after January 1, 2010.
- D. Direct Rollover. A direct rollover, is a payment by the Plan to the eligible retirement plan specified by the distributee in such form and at such time as the plan administrator may prescribe; such distribution shall be made in the form of a direct trustee-to-trustee transfer to the eligible retirement plan so specified. For distributions made after December 31, 2007, a participant may elect to roll over directly an eligible rollover distribution to a Roth IRA described in Code §408A(b). A Participant will receive a rollover distribution notice with a written explanation of the direct rollover rules, plans eligible for rollover, mandatory income tax withholding rules and the tax consequences if the participant does not roll over the distribution as stated in section 402(f). The Plan will provide a non-Roth notice to a Participant who does not have a Roth account and a Roth notice to a Participant with a Roth account. If a Participant has both a Roth and a pre-tax account, the Plan will provide both notices. The Plan will provide the notice between 30 and 180 days before the distribution. The Participant may waive the minimum 30-day period and receive the distribution earlier.

17.05 DISTRIBUTIONS. Effective for distributions made after December 31, 2001, a portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be paid only to an individual retirement account or annuity described in section 408(a) or (b) of the Code, or to a qualified defined contribution plan described in section 401(a) or 403(a) of the Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not includible.

17.06 OTHER ELIGIBLE PLANS. An eligible retirement plan shall also mean an annuity contract described in section 403(b) of the Code and an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan. The definition of eligible retirement plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a Qualified Domestic Relation Order, as defined in section 414(p) of the Code. Effective for distributions made after December 31, 2009 an eligible retirement plan shall include a ROTH IRA. With respect to a surviving beneficiary other than a spouse, an eligible retirement plan means an inherited IRA.

**17.07 DEFINITIONS.** For purposes of this Article, the following terms shall have the meanings indicated:

- A. Direct Rollover. A Direct Rollover is a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.
- B. Distributee. A Distributee includes an employee or former employee. In addition, the employee's or former employee's surviving spouse and the employee's or former employee's spouse or former spouse who is an alternate payee under a Qualified Domestic Relations Order (with regard this Plan) as defined in section 414 (p) of the code, are Distributees with regard to the interest of the spouse or former spouse.

- C. Eligible Retirement Plan It An Eligible Retirement Plan is an individual retirement account described in Section 408 (a) of the Code, an individual retirement annuity described in Section 408 (b) of the Code, an annuity plan described in section 403(a) of the Code or a qualified trust described in section 401(a) of the Code, that accepts the Distributee's Eligible Rollover Distribution. However, in the case of an Eligible Rollover Distribution to the surviving spouse, an Eligible Retirement Plan is an individual retirement account or individual retirement annuity.
- D. Eligible Rollover Distribution. An eligible Rollover Distribution is any distribution of all or any portion of the balance to the credit of the Distributee under the *Plan*, except that an Eligible Rollover Distribution does not include: any distribution that is one of a series of substantially equal periodic payments(not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated beneficiary, or for a specified period of ten years *or more*, any distribution to the extent such distribution is required under section 401(a)(9) of the code; and the portion of any distribution that is not includable in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).

# ARTICLE 18 MINIMUM DISTRIBUTION REQUIREMENTS

170

## 12.1 MINIMUM DISTRIBUTION REQUIREMENTS OF CODE SECTION 401(a)(9)

Notwithstanding any provisions of the Plan to the contrary, the distribution of the entire interest of each Employee shall be made, beginning not later than his Required Beginning Date, over the life of such Employee or over the lives of such Employee and a designated Beneficiary (or over a period not extending beyond the life expectancy of such Employee and a designated Beneficiary). For the purpose of this Section, the Required Beginning Date shall be the later of April 1 of the calendar Year following the calendar Year in which the Employee attains age 70½, or the April 1 following the calendar Year in which he retires. Notwithstanding the foregoing, at the Participant's election, distribution may begin at anytime on or after April 1 of the calendar Year following the calendar Year in which the Employee attains age 70½, regardless of whether the Participant has terminated employment at that time.

The Required Beginning Date of an Employee who is a 5% owner (within the meaning of Code Section 416(i)) is April 1 of the calendar year following the calendar year in which such Employee attains age 70½. Once distributions have begun to a 5% owner under this Section, they must continue to be distributed, even if he ceases to be a 5% owner in a subsequent year.

An Employee's pension benefit shall be actuarially increased to take into account the period after age 70½ in which the Employee does not receive any benefit under the Plan. The actuarial increase begins on April 1 following the calendar year in which the Employee attains age 70½ (January 1, 1997 in the case of an Employee who attained age 70½ prior to 1996) and ends on the date on which benefits commence after retirement in an amount sufficient to satisfy Code Section 401 (a)(9). The amount of such actuarial increase must be no less than the Actuarial Equivalent of the Employee's pension benefits that would have been payable as of the date the actuarial increase must commence, plus the Actuarial Equivalent of any additional benefits accrued after that date, reduced by the Actuarial Equivalent of any distributions made after that date.

The actuarial increase is generally the same as (and not in addition to) the actuarial increase required for that same period to reflect the delay in payments after normal retirement except that the actuarial increase under this Section must be provided during a period in which an employee's benefits are suspended pursuant to Article 6.5.

For purposes of Code Section 411(b)(1)(H), the actuarial increase will be treated as an adjustment attributable to the delay in distribution of benefits after attainment of normal retirement age. Accordingly, to the extent permitted under Code Section 411 (b)(1)(H), the actuarial increase required under Code Section 401 (a)(9)(C)(iii) may reduce the benefit accrual otherwise required under Code Section 411(b)(1)(H)(i), except that the rules on the suspension of benefits are not applicable.

Distributions hereunder shall be made in accordance with the Income Tax Regulations under Section 401 (a)(9) of the Code, notwithstanding any other provision of the Plan to the contrary, and shall also include any distribution required under the incidental death benefit provisions contained in Section 1.401 (a)(9)-2 of such Regulations.

In the case of an Employee who (a) remains an Employee after attainment of age 70% and (b) is receiving benefits in the form of an annuity, the payments under the annuity shall be increased as of the first day of each Plan Year, to reflect any additional Pension accrued with respect to the Plan Year ending immediately before the first day of that Year.

Actuarial Adjustment or Retroactive Annuity Starting Date After Normal Retirement Age. Except as provided in this Article with respect to the actuarial increase under Code Section 401(a)(9), if an Employee's Annuity Starting Date is after the Employee's Normal Retirement Age, the Employee will receive benefits in accordance with either (a) or (b) of this Section. Annuity Starting Date means the first day of the first period for which an amount is payable as an annuity, or in the case of a benefit that is not an annuity, the first day on which all events have occurred that entitle the Employee to such benefit.

# (a) Actuarial Adjustment for Delayed Retirement

- (1) Except as provided in this Article with respect to the actuarial increase under Code Section 401(a)(9), if an Employee's benefits commence after the Employee's Normal Retirement Age, the Employee's monthly benefit will be an amount equal to the accrued Pension at Normal Retirement Age for each complete calendar month in which the Employee's benefit is not suspended under Article 8 between the Employee's Normal Retirement Age and the time benefits commence.
- (2) If an Employee first becomes entitled to additional benefits after Normal Retirement Age, the actuarial increase, if any, in those benefits will be calculated from the date they would first have been paid rather than Normal Retirement Age. Notwithstanding the foregoing, any such additional benefit service earned after Normal Retirement Age shall be reduced, but not below zero, by the amount of any actuarial adjustment in accordance with Section 1.411(b)-2(b) of the Treasury Regulations.

# (b) Retroactive Annuity Starting Date Option.

In lieu of an actuarial adjustment described in (a) above, an Employee may elect, with spousal consent if applicable, to receive his accrued benefit determined as of his Normal Retirement Age payable retroactive to the Employee's Normal Retirement Age (or the month following the date the Participant terminates Employment for which the participant's benefit is suspended under Article VIII, if later) with interest at an annual rate as established by the Fund's custodian bank for money market accounts on January 1 of the year in which the benefits commence. Distributions under this option will be made in accordance with Section 1.417(e)-1 of the Treasury Regulations.

The provisions of this paragraph (b) shall not apply to a form of benefit payable as a single cash payment.

٠ŧ

### 12.2 DISTRIBUTIONS

10)

- (a) Distributions, if not made in a lump sum, may only be made over one of the following periods (or a combination thereof):
  - (1) the life of the Employee,
  - (2) the life of the Employee and a designated Beneficiary,
  - (3) a period certain, not extending beyond the life expectancy of the Employee, or
  - (4) a period certain, not extending beyond the joint and last survivor expectancy of the Employee and a designated Beneficiary.
- (b) Upon the death of the Employee, the following distribution provisions shall take effect:
  - (1) If the Employee dies after distribution of his or her interest has commenced, the remaining portion of such interest will continue to be distributed at least as rapidly as under the method of distribution being used prior to the Employee's death.
  - (2) If the Employee dies before distribution of his or her interest commences, the Employee's entire interest will be distributed no later than five (5) years after the Employee's death, except to the extent that an election is made to receive distributions in accordance with (i) or (ii) below:
    - (i) If any portion of the Employee's interest is payable to a designated Beneficiary, distributions may be made in substantially equal installments over the life or life expectancy of the designated Beneficiary, commencing no later than one (1) year after the Employee's death;
    - (ii) If the designated Beneficiary is the Employee's surviving Spouse, the date distributions are required to begin in accordance with (i) above shall not be earlier than the date on which the Employee would have attained age 70½ and, if the Spouse dies before payments begin, subsequent distributions shall be made as if the Spouse had been the Employee.
- (c) For purposes of (b) above, payments will be calculated by use of the return multiples specified in Section 1.72-9 of the Income Tax Regulations. Life expectancy of a surviving Spouse may be recalculated annually; however, in the case of any other designated Beneficiary, such life expectancy will be calculated at the time payment first commences, without further recalculation.
- (d) For purposes of (a), (b), and (c) above, any amount paid to a child of the Employee will be treated as if it had been paid to the surviving Spouse, if the amount becomes payable to the surviving Spouse when the child reaches the age of majority.

# ARTICLE 19 ADOPTION BY TRUSTEES

IN WITNESS WHEREOF, the Trustees do hereby adopt these amended and restated Rules and Regulations,

Union Trustees	<b>Employer Trustees</b>
Attested:	Attested:
Attested:	Attested
Attested.	Allested
Attested:	Attested:

# LCOAL 1783 I..B.E.W PENSION PLAN

# Rehabilitation Plan

Based on the projected pension contribution increases as well as the modifications to the plan of benefits outlined below, the Local 1783 I.B.E.W Pension Plan has satisfied the Rehabilitation Plan mandated under the reasonable measures provisions under the Pension Protection Act for the fiscal year beginning January 1, 2010. Upon careful consideration of the options presented, the Trustee adopted the reasonable measures provision under the Rehabilitation Plan in an effort to forestall plan insolvency. The reasonable measure provisions are as follows:

# **Contribution Increases**

Contribution Increases were adopted as follows:

- 1. A 5% increase in the pension contribution rates effective June 1, 2010, plus
- 2. An additional 1% increase in the pension contribution rates effective the later of January 1, 2011 and the first collective bargaining agreement beginning after December 31, 2010.

# **Benefit Modifications**

Normal Pension

The sum of A. plus B. plus C. below

- A. For pension service earned prior to June, 1 2010, a monthly pension equal to 4% of all pension contributions made to the plan after 1986 and before June 1, 2010 plus \$22.00 for each year of pension service earned prior to 1987 (with a minimum accrual rate after 1986 and before June 1, 2010 of \$22.00 per year of pension service).
- B. For pension service earned after May 31, 2010 and before January 1, 2011, a monthly pension equal to 4% of all pension contributions made to the plan after May 31, 2010 and before January 1, 2011 (with a maximum weekly contribution rate utilized for this period not greater than the weekly contribution rate made to the plan in effect on May 31, 2010).
- C. For pension service earned after December 31, 2010, a monthly pension benefit equal to 4% of the weekly contribution rate made to the plan in effect on May 31, 2010 multiplied by the number of weeks of pension service earned after December 31, 2010.

For more information about this notice, you may contact the Fund Office at 914-948-3771.

Date: November 22, 2010

# MINUTES OF THE MEETING OF THE BOARD OF TRUSTEES OF THE LOCAL 1783 PENSION FUND October 8, 2010

### In attendance:

Mr. Andrew Fair, Trustee

Mr. Louis Gaccione, Trustee

Mr. Shawn Waterman, Trustee

Mr. Jordan El-Hag, Trustee

Mr. Larry Fischer, Fund Accountant

Mr. Frank Ianucci, Fund Actuary, Summit Actuarial Services

Mr. J. Kenneth O'Connor, Esq., Fund Attorney

Mr. Howard Jacobsen, Esq., Fund Attorney

Ms. Layne McCarthy, Fund Manager

The Fund Manager, noting that a quorum was present, called the meeting to order.

**Minutes**: Minutes of the April 6, 2010 meeting were reviewed and after a motion was made and seconded it was unanimously agreed to approve the minutes.

Quan-Vest Consultant Report: Mark Lotruglio and Tom Mazur distributed the Investment Performance Report for the period ending August 31, 2010 and reviewed the report in its entirety with the Trustees. They reviewed the allocation as of August 31, 2010.

They explained that lower quality stocks have rallied the most recently and that because HGK has always bought high quality stocks they have not done as well recently.

International (Delaware Investments): Mr. Lotruglio and Mr. Mazur explained to the Trustees that Delaware is a more defensive type of manager and that may explain why their performance is down.

Real Estate (MEPT): They expect real estate to be up 2-3% and think it may go to 7-9% for the year.

They stated that TCP Global continues to add assets and are currently up to one billion.

They reported that the total fund portfolio was up .3% at the three-month mark and down -0.6% fiscal year to date.

HGK Management Report: David Hauck distributed the report for HGK for the period ending September 30, 2010 and reviewed it in its entirety with the Trustees. Mr. Hauck reported that the portfolio under performed in the first two quarters but the third quarter was better with the high quality names performing well. He explained that the names that have rallied recently are high risk. HGK philosophy is that you generate long-term good performance by not going with high-risk investments. Mr. Hauck projected that over the next 6-12 months, the economy will struggle and therefore HGK will underweight in areas where consumers would spend discretionary dollars. They will invest more in consumer staples and will continue to underweight financials. He advised that they will continue to overweight in healthcare because the demand for healthcare will only be increasing. Mr. Hauck stated that HGK is in compliance with the guidelines.

IBEW Local 1783 Pension Fund Trustee Meeting Minutes October 8, 2010 Page - 2

TCP GLOBAL: Brad Goldman and Jerry Thunelius reported on fixed income, distributed a report for the quarter ending September 30, 2010 and discussed it in its entirety with the Trustees. The transfer of assets from Oppenheimer to TCP Global took place on May 14, 2010. They gave an update on the organization and reported that the new company is at just about 1 billion. They reported that the balance as of the end of the third quarter is \$8,091,162.

Fund Actuary Report: Frank Ianucci from Summit Actuarial Services distributed the Actuarial Valuation Report for the 1783 Pension Fund and reviewed it in its entirety with the Trustees. He explained that because the Plan is in the critical zone for 2010, under the PPA, the Trustees must adopt a Rehabilitation Plan, no later than 330 days after January 1, 2010 (end of November 2010), that will move the Fund from Critical Zone to Safe Zone over approximately a ten year period. He discussed several Rehabilitation Plan options with the Trustees. He explained that the Rehabilitation Plan could seek to adjust with a benefit modification and no change in contributions or could make a contribution change and no benefit modification or could adopt a combination. He also advised that if after discussion it was determined that those type of options are not feasible then a plan could be adopted under the reasonable measures provisions of the PPA. He explained that once the Rehabilitation Plan is in place that the Trustees can make yearly adjustments to the Rehabilitation Plan if needed.

Mr. Ianucci advised the Trustees that currently the employers who contribute into the 1783 Pension Fund have been required to make a 5% increase in their contribution rate effective June 1, 2010. There was discussion about adopting a Rehabilitation Plan that would keep the 5% increase in place and require an additional 1% increase in contributions the later of January 1, 2011 or upon renewal of the collective bargaining agreements after December 31, 2010. It was also determined that in addition to those changes in contributions a modification in the benefit should ensue, wherein that for any weekly pension service earned after December 31, 2010, the monthly pension benefit would be based on 4% of the weekly rate in effect as of May 31, 2010. Mr. Ianucci advised that such a Plan would be in conformance with the reasonable measures provisions of the PPA.

After a thorough discussion and upon a motion duly made and seconded it was unanimously agreed,

To institute a rehabilitation plan, under the reasonable measures provision of the PPA, that continues the 5% increase in contributions that took effect as of June 1, 2010 and requires an additional 1% increase in the pension contribution rates effective the later of January 1, 2011 or upon the renewal of the collective bargaining agreement beginning after December 31, 2010. (a copy of the Rehabilitation Plan is attached hereto) Such Plan would also be based on a benefit modification so that weekly pension service earned after December 31, 2010 would be based on 4% of the weekly contribution rate in effect on May 31, 2010. (a copy of the Rehabilitation Plan put in place is attached hereto)

IBEW Local 1783 Pension Fund Trustee Meeting Minutes October 8, 2010 Page - 3

Mr. Ianucci advised that the Plan Document for the 1783 Pension Fund should be amended because there has been a modification to the plan design. Summit Actuarial Services will amend the plan.

**Accountant's Report**: Accountant, Larry Fischer distributed the Financial Statement and Compilation Report for the period ending June 30, 2010 and reviewed in its entirety with the Trustees. He reported that there was an adjustment made on withdrawal liability receivable because previously he had not accounted for interest.

Attorney's Report: No report

### **Old Business:**

- <u>Critical Status Notice</u>: Fund Manager reported that all 1783 Pension Fund participants were informed by notice mailed on April 30, 2010 that the Fund actuary had certified that the plan would be in critical status for the plan year beginning January 1, 2010.
- Change of Fixed Income Investment Management Services: Quan Vest, at the April 6, 2010 Trustee meeting, informed the Trustees that the Portfolio Managers who handled fixed income were leaving Oppenheimer Capital to go to a new firm, TCP Global. A presentation was made by Brad Goldman and Jerry Thunelius to the Trustees regarding this new company. Quan Vest recommended that the Fund switch from Oppenheimer to TCP Global. The Trustees decided to table the discussion to wait for more information regarding the new company. Fund Manager reported that since the meeting held on April 6, 2010 Quan Vest had advised that TCP had met the 500 million mark. A phone poll was conducted of the Trustees and they unanimously voted to terminate fixed income investment management services with Oppenheimer Capital and to retain TCP Global as the manager of fixed income for the IBEW Local 1783 Pension Fund.

### **New Business:**

• Trustee Vacancy: The Fund Manager reported that a mailing (copy attached) was sent to all employer participants in the IBEW Local 1783 Pension Fund advising them that there were Trustee vacancies on the Board of Trustees for the Pension Fund. The notice further advised the employer participants that Andrew Fair, Esq. and Louis Gaccione, Esq. had been nominated to fill these vacancies as employer trustee representatives by outgoing Trustee, Robert Grinnell. Neither of these nominees are employer participants. The notice further stated that each employer had the right to nominate a candidate for the vacancy within 15 days from the mailing of the notice. Since there were no other nominations for the position of Trustee made and Mr. Fair and Mr. Gaccione have agreed to serve as Trustees on this Fund they were installed as Trustees. Mr. Fair and Mr., Gaccione, who were present at the meeting, were excused and a discussion was held about paying them for their time as Trustees. Attorney Ken O'Connor advised that he was aware that Trustees on another IBEW Fund with about the same amount of assets were paid \$1000. per month for performing the service of Trustee to a Fund.

After a full discussion and upon a motion duly made and seconded

IBEW Local 1783 Pension Fund Trustee Meeting Minutes October 8, 2010 Page – 4

it was unanimously agreed that Andrew Fair and Louis Gaccione would be each receive a monthly payment of \$1000. for their services as Trustees to the IBEW Local 1783 Pension Fund.

- <u>Trustee Appointment</u>: The Fund Manager reported that Jordan El-Hag, Business Agent was appointed as a Trustee to the 1783 Pension Fund by the IBEW Local 1430 Executive Board at their meeting held on October 7, 2010.
- <u>Trustee Resignation:</u> The Fund Manager reported that Robert Grinnell, Trustee resigned effective October 8, 2010.
- <u>Check disbursement journal</u>: A copy of the check disbursement journal for January 1 through September 30, 2010 was distributed and reviewed by the Trustees and upon a motion duly made and seconded, it was

unanimously agreed to give temporary approval for all expenses that were incurred.

Trustees will thoroughly review expense data between now and next Trustee meeting and will vote on formal approval at next meeting.

- <u>New Pensioners:</u> A copy of the list of new pensioners and their pension benefit amounts, effective January 1 through October 7, 2010 was distributed to the Trustees for review and upon a motion duly made and seconded it was **unanimously agreed to approve the pensioners and their pension benefits.**
- <u>Christmas Bonus:</u> The Fund Manager made a request that all office employees on the payroll for the IBEW Local 1783 Fund receive a two-week Christmas bonus based on the percentage of their salary paid by the Fund. Upon a motion duly made and seconded it was **unanimously agreed to**

approve the two-week Christmas bonus for office employees based on the percentage of their salary paid by the Fund.

• <u>Reimbursement of costs for Trustee Meeting</u>: The cost of providing refreshments for today's meeting was presented for reimbursement and upon a motion duly made and seconded, it was unanimously agreed to reimburse the out of pocket expense for today's meeting and divide the cost between the funds.

The Fund Manager asked if there was any further business to come before the Board. Hearing none, she asked for a motion to adjourn. A motion to adjourn was duly made, seconded and unanimously carried.

### **LOCAL 1783 PENSION FUND**

### AMENDED AND RESTATED AGREEMENT AND DECLARATION OF TRUST

This Amended and Restated Agreement and Declaration of Trust of the Local 1783 Pension Fund, adopted by the Board of Trustees, is made and entered into effective as of December 1, 2009 and adopted by the signatory Trustees hereto.

### WITNESSETH

WHEREAS, the Local 1783 Pension Fund (hereinafter referred to as the "Fund") was established for the purpose of providing pension benefits to its participants and/or beneficiaries, on whose behalf contributions have been and will be made;

WHEREAS, in order to provide such benefits, the Fund is administered pursuant to the Agreement and Declaration of Trust (the "Trust") effective as of June 5, 2001,

WHEREAS, it is the intention of the Union and the Employers to maintain and administer this Fund in such manner that it fully complies with all the applicable laws and regulations, and further, that all contributions by the Employers to the Fund are deductible as business expenses and the contributions shall not be taxable to the Employers or Employees for the purpose of federal, state or local income taxes;

WHEREAS, Article IX, Sec. 10, of the Trust provides that the Trust may amended by the Trustees; and

WHEREAS the Trustees desire to amend and restate the Trust, in its entirety, as herein set forth;

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, it as agreed that the Restated Agreement and Declaration of Trust is hereby amended and restated as follows:

# ARTICLE 1 DEFINITIONS

Section 1 - Union: The term "Union" a used herein shall mean:

- (a) Local 1430, IBEW, AFL-CIO; and
- (b) Any other union that meets the following conditions:
- (1) The union applies to become a "Union" to the Fund, subject to the terms of this trust indenture and any and all other plan documents; and
- (2) The union has or negotiates collective bargaining agreements requiring contributions to the Fund on behalf of unit employees; and
- (3) Pursuant to the aforementioned collective bargaining agreements, the employers signatory to the aforementioned collective bargaining agreements with the union which have agreed to be bound by this Agreement and any amendments or modifications thereof.

  Section 2 Employer: The term "Employer" as used herein shall mean:
- (a) Any individual, partnership, corporation or other business entity, or any association of same, which employs persons represented by a Union and which is or hereafter becomes a party to a written agreement with a Union containing provisions requiring said individual, partnership, corporation or other business entity to make contributions to the Fund established pursuant hereto and by virtue of which said individual, partnership, corporation or other business entity adopts and agrees to be bound by the terms and provisions of this Agreement and any amendments or modifications thereof.
- (b) A Union which, for the purpose of making the required contributions into the Fund, shall be considered as the Employer of the Employees of the Union for whom the Union contributes to the Fund. However, any such Union shall not be deemed to be an Employer for the purpose of the removal or the appointment of an Employer Trustee.

- (c) The Trustees of this Fund, the Local 1430 Health Fund, the Local 1430 Pension Fund and any fund affiliated with a Union which signs a participation agreement shall be deemed to be Employers and the personnel employed by any such Fund, including, but not limited to, the trustees, as permitted by law, may receive benefits from the Fund on the same basis as for other Employees. However, the entities set forth in this subsection shall not be deemed to be Employers for the purpose of the removal, election or the appointment of any Employer Trustee.
- (d) Providers of services to and independent contractors performing services for the Fund, provided that the provider of service or independent contractor, as the case may be, sign a document pursuant to which they agree to make the required contributions into the Fund at the highest rate charged to any Employer with a collective bargaining agreement which requires contributions into the Fund on behalf of unit employees. However, the providers of service and/or the independent contractors shall not be deemed to be an Employer for the purpose of the removal or appointment of any Employer Trustee.
- (e) Any other individual, partnership, corporation or other business entity, or any association of same, making contributions to the Fund pursuant to a written agreement and the participations of which has been approved by the Trustees.
- (f) Employers as described in this Section shall, by making payments to the Fund, pursuant to said written agreements, be deemed to have accepted and agreed to be bound by this Agreement.

Section 3 - Employee: The term "Employee" as used herein shall mean:

- (a) All persons covered by a written agreement between an Employer and any Union obligating such Employer to make contributions into the Fund.
  - (b) An officer or employee of any Union that signs a participation agreement with the

Fund.

- (c) Persons employed by this Fund and any other fund as defined in Article I, §2(c), together with the trustees of said funds, as permitted by law.
- (d) Any other person on whose behalf contributions are made pursuant to a written agreement and on whose behalf the trustees have agreed to accept contributions.

Section 4 - Participant: The term "Participant" as used herein shall mean any Employee or former Employee of an Employer who is or may become eligible to receive a benefit of any type from this Fund or whose Beneficiaries may be eligible to receive any such benefit.

Section 5 Beneficiary. The term "Beneficiary" shall mean a person designated by a participant or by the terms of the Plan, created pursuant to this Agreement, who is or may become entitled to a benefit established pursuant to this Agreement (such as a dependent or member of the family of a Participant who is or may become eligible to receive a benefit hereunder).

Section 6 Act. The term "Act" as used herein shall mean the Employee Retirement Income Security

Act of 1974 and any amendments as may from time to time be made and any regulations

promulgated pursuant to the provisions of the said Act.

Agreement, together with their successors designated and appointed in accordance with the terms of this Agreement. The Trustees, collectively, shall be the "administrator" of this Fund as that term is used in the Act unless, pursuant to the terms hereof, consistent with the Act, the trustees designate another administrator.

Section 8: Trust Fund: The terms "Trust" as used herein shall mean the entire trust estate as it may, from time to time, be constituted, including, but not limited to, all monies received in the form of contributions, together with all contracts (including dividends, interest refunds, and other sums

payable to the Trustees on account of such contracts), all investments made and held by the Trustees, all income, increments, earnings and profits therefrom, and any and all other property or monies received and held by the Trustees by reason of their acceptance of this Agreement and Declaration of Trust.

Section 9 Trust Agreement: The terms "Agreement and Declaration of Trust", "Trust Agreement" or "Trust Indenture" as used herein shall mean this instrument, including all amendments and modifications as may, from time to time, be made.

Section 10 - Contributions: The term "Contributions" as used herein shall mean the payments required to be made by Employers to the Fund.

Section 11-Written Agreement: The term "Written Agreement" shall mean any document executed by and now or hereafter in effect between any Employer and the Union, and any extensions and renewal thereof, requiring any Employer to make contributions to the Fund and whereby said Employer agrees to adopt and be bound by this Agreement, and to accept as his representative such Trustees as is named as Employer Trustee and his successor.

Section 12 - Covered Employment. The term "Covered Employment" as used in this Agreement shall mean employment of the Employee with an Employer.

Section 13 - Plan: The terms "Plan" or "Plan of Benefits" shall mean the program, method, rules, regulations and procedures for the payment of benefits from the fund established by this Agreement and any amendments thereto.

Section 14 = Trustee: The term "Union Trustee" or "Union Trustees" shall mean the Trustees designated by the Union(s) to serve as its trustee of the Fund.

Section 15 Employer Trustee: The term "Employer Trustees" shall mean the Trustees designated by the respective Employers to serve as their trustee of the Fund.

# ARTICLE II CREATION AND PURPOSES OF FUND

The Fund is created, established and maintained, and the Trustees agree to receive, hold and administer the Fund, for the purpose of providing such retirement, disability pension and other benefits as now are, or hereafter may be, authorized or permitted by law for Participants and, if and to the extent permitted by the Plan, to Participants' Dependents and Beneficiaries, in accordance with the provisions herein set forth. It is intended that this Fund and Plan be both an "employee pension benefit plan" as that term is defined in Section 3(1) of the Act and a "multi-employer plan" as that term is defined in Section 3(37) of the Act.

# ARTICLE III BOARD OF TRUSTEES

Section Execution of this Agreement, the following individuals are the Trustees and together constitute the Board of Trustee:

Union Trustee(s):

Employer Trustee(s):

Shawn Waterman

Robert Grinnell

Section 2-Number, Appointment: The operation and administration of the Fund shall be the joint responsibility of four (4) Trustees, two (2) of whom shall be elected by the Union and shall act as Union Trustees and two (2) of whom shall be elected by the Employers and shall act as Employer Trustees. The total number of Trustees may be increased or decreased from time to time by vote of the Trustees, provided, however, that the number of Trustees shall never exceed ten (10) and there shall be two (2) Employer Trustees and two (2) Union Trustees until and unless the number shall be changed, and provided further that regardless of the number of trustees, the Union Trustees shall be entitled to one vote and the Employer Trustees shall be entitled to one (1) vote. The Unions or the Employers shall select successor Trustees whenever vacancies occur among their respective appointees. A vacancy shall occur whenever a Trustee resigns or when a Trustee is removed by the

party that appointed him, or by reason of death or incapacity.

Section 3 - Appointment: The Union Trustee shall be elected by the executive board of the Union.

The Employer Trustee shall be elected by the Employers pursuant to the election procedure hereinafter set forth.

Section 4 - Compensation: The Trustees may be paid reasonable compensation, provided that the compensation is legally permissible pursuant to federal statute and any rules or regulations promulgated pursuant thereto, and, in any event, they shall be reimbursed for all reasonable and necessary expenses properly and actually incurred by them in connection with the performance of their official duties as such, including legal fees, to the extent permitted by law.

# Section 5 - Selection of Successor Trustees

- (a) In the event of a vacancy in the offices of either Union Trustee or Employer Trustees, new Trustees shall be selected in the following manner:
- (1) Union Trustee: The Union Trustee will be elected pursuant to the provisions set forth in Article III, §2;
- (2) Employer Trustee: The Employer Trustee shall be selected by a vote of the Employers, which vote shall be conducted pursuant to the following rules:
- (a) (1) Nominations. The remaining Employer Trustee shall nominate for each vacancy one contributing Employer, an officer of any contributing Employer or any other person legally qualified to serve, none of whom shall be **an** employee or officer of the Union. At least fifteen (15) days prior to the mailing of the ballots, the Fund Manager, or in the absence of a Fund Manager, the Fund office shall mail to the Employers entitled to vote a notice of the proposed election. Other Employers, an officer of an Employer, or any other person legally qualified to serve, none of whom are employees of the Union, may be nominated for a vacancy by a petition presented to the Manager

of the Fund signed by not less than ten percent (10%) of the Employers.

- (2) <u>Ballot</u>. The Manager of the Fund shall prepare and shall mail to each Employer entitled to vote for the Trustee being elected a separate ballot for each vacant position that shall contain:
  - (i) the vacancy to be filled.

:

- (ii) The name of the person nominated by the Employer Trustees.
- (iii) The names of the persons nominated by the Employers, if any.
- (iv) A space for write-in candidates.
- (v) A statement that all ballots not returned, or ballots returned without designation of preference shall be deemed to have been cast in favor of the nominee of the Employer Trustees.
- (3) Elections Each Employer's ballot shall be returned with thirty (30) days after the mailing thereof, and the results tabulated by the Fund Manager, or an independent certified public accountant retained by the Fund. The nominee receiving the most votes shall be deemed elected and shall enter upon his duties immediately upon his acceptance as provided by Section 5 of this Article.
- (b) In the event that the number of Trustees shall be increased, each new Trustee shall be selected in the manner provided by subsection (a) of this Section.
- (c) In the event that any of the Trustees shall be unable to serve by reason of death, incapacity, resignation, removal or any other cause, a new Trustee shall be selected to fill the vacancy in the manner provided by subsection (a) of this Section. If the vacancy is a Union Trusteeship, the Fund Manager shall inform the Unions in writing of the vacancy.

Section 6 - Resignation and Removal:

- (a) A Trustee may resign and become and remain fully discharged from all further duty or responsibility hereunder upon giving thirty (30) days' notice in writing to the remaining Trustees or such shorter notice as the remaining Trustees may accept as sufficient. The notice shall state a date on which such resignation shall take effect; and such resignation shall take effect on the date specified in the notice unless a successor Trustee shall have been appointed at an earlier date, in which event such resignation shall take effect immediately upon the appointment of such successor Trustee.
- (b) The Union Trustee may be removed by the Executive Board of the Union which elected such trustee. Any Employer Trustee may be removed by majority vote of the contributing Employers which elected such trustee.

Section 7: Successor Trustee, Assumption of Office: Any successor Trustee shall immediately upon his appointment as a successor Trustee and his acceptance of the position, in writing, become vested with all the property rights, powers and duties of a Trustee hereunder with like effect as if originally named a Trustee without the necessity of any formal conveyance or other instrument of title.

Section 8 - Acceptance of the Trust by Trustee: A Trustee shall execute a written acceptance in a form satisfactory to the Trustees and consistent with the Act, and thereby shall be deemed to have accepted the Trust created and established by this Agreement and have consented to act as Trustee and to have agreed to administer the Fund as provided herein. Such written acceptance shall be filed with the Fund's manager who shall notify the remaining Trustee or Trustees of the receipt of such acceptance.

Section 9 - Limitation of Liability of Thustees: (a) A Trustee, former Trustee, or the Board of Trustees shall not be held personally liable for any liability or debts contracted by them as Trustees or for any actions or failure to act of themselves as Trustees to the fullest extent allowed under

BRISA or other applicable federal law.

- (b) The trustees shall not be liable for the proper application of any part of the Fund or any other liability arising in connection with the administration or operation of the Fund and Plan, except as herein specifically provided, to the fullest extent allowed under ERISA.
- (c) The Trust shall hold Trustees harmless for their acts as Trustees to the fullest extent allowed under ERISA, or other applicable federal law to the extent that they are not covered by insurance or indemnified by their employer or appointing entity. This right of indemnification shall service each Trustee's period of serviced to the Fund for acts or omissions that occurred during said period of service.
- (d) The Trustees shall be fully protected in acting and relying upon the advice of legal counsel in the administration or application of the Fund and Plan to the fullest extent allowed under BRISA or other applicable federal law.
- (e) The Board of Trustees may seek protection by any act or proceeding that they may deem necessary in order to settle their accounts; the Board of Trustees my obtain a judicial determination or declaratory judgment as to any question of construction of the Agreement or Plan or as to any act thereunder.
- (f) The reasonable costs of and expenses of any action, suit, investigation, claim or proceeding brought by or against any Trustee or former Trustee, which costs and expenses shall include counsel fees, shall be paid from the Fund. Such reimbursement shall be to the fullest extent allowed by law, except that the Fund may not reimburse Trustees or former Trustees for expenses covered by insurance or reimbursed by any Trustee or Trustee's employer or appointing entity.
- (g) A Trustee or the Board of Trustees shall be protected in acting in good faith upon any paper or document believed by a Trustee or the Board of Trustees to be genuine and believed to have

been made, executed, or delivered. The Board of Trustees or any trustee shall not be bound by any notice, declaration, regulation, advice or request unless and until it shall have been received by the Trustees.

- (h) No person, partnership, corporation, or Employers dealing with the Trustees shall be obligated to see to the application of any funds or property oft h Fund or to see that the terms of this Agreement or the Plan have been complied with or be obligated to inquire into the necessity or expedience of any act of the Board of Trustees; and every instrument effected by the Board of Trustees shall be conclusive in favor of any person, partnership, corporation, or Employers relying thereon that (i) at the time of delivery of said instrument, the Trust was in full force and effect; and (ii) the said instrument was affected in accordance with the terms and conditions of this Agreement and the Plan; and (iii) the Trustees were duly authorized to execute such instrument.
- (i) No successor Trustees shall in any way be liable or responsible for anything done or committed in the administration of the Trust prior to the date they became a Trustee. The Trustees shall not be liable for the acts or omissions of any investment manager, attorney, accountant, agent or assistant employed by them in pursuance of this Agreement, if such investment manager, attorney, accountant, agent or assistant was selected pursuant to this Trust Agreement and such person's performance was periodically reviewed by the Trustees or their designee who found such performance to be satisfactory.

Section 10-Office of the Fund: The principal office of the Fund shall, so long as such location is feasible, be located and maintained in the State of New York. The location of the principal office shall be made known to the parties interested in the Fund. At such office, and at such other places as may be required by law, there shall be maintained the books and records pertaining to the Fund and its administration.

Section 11 - Meetings: Notices: The Trustees shall meet at such times as they deem it necessary to transact their business. The time and place for said meetings shall be fixed by the Trustees. Meetings of the Trustees shall be held on reasonable notice. Notice of any meeting of the Trustees may be waived by any Trustee.

Section 12 Attendance at Meetings, Minutes: All official meetings of the Trustees shall be attended only by the Trustees and shall not be open to the public, except that such other person or persons may attend as may be designated by the Trustees or when invited to do so and as may be otherwise required by law. Written minutes, a copy of which shall be furnished with reasonable promptness to each Trustee and other interested persons designated by the Trustee, shall be kept of all business transacted and of all matters upon which voting shall have occurred. Such minutes shall be approved by the Employer Trustees and the Union Trustees. A copy of said minutes shall be kept in the Fund office.

Section 13 - Action Without a Meeting: Action by the Trustees on any proposition may also be taken without a meeting if the Trustees agree thereon in writing, including, but not limited to, action taken telephonic meetings.

Section 14-0 uorum: A quorum of the Board of Trustees shall consist of at least one (1) Employer Trustee and one (1) Union Trustee. A quorum of the Board of Trustees shall entitle the Board to act as the Named Fiduciary under BRISA.

# Section 15 - Voting

(a) Each Trustee shall have one (1) vote. Except as hereinafter provided, all matters shall be determined by a majority vote of all of the Trustees voting at a meeting at which there is a quorum present. Anything to the contrary notwithstanding, if there should be more Union Trustees than Employer Trustees or more Employer Trustees than Union Trustees present, then each side

shall have the same number of votes as the side that has the most number of trustees present, it being the intent of the parties that each side (Union and Employer) shall have equal voting strength with the other at all times.

(b) In the event of a deadlock, the question shall be submitted for decision to JJ Pierson, Esq. as arbitrator, and the arbitration shall be heard pursuant to the rules and procedures selected by the arbitrator. If JJ Pierson is, for any reason whatsoever, unwilling or unable to act as arbitrator, the matter shall be submitted for a decision to Elliott Shriftrnan, Esq. as arbitrator. If there is any dispute concerning, or in any way related to, the designation of Messrs. Pierson and Shriftman, that issue and that issue only shall be submitted to a panel of arbitrators to selected as follows: the Union trustee shall select an arbitrator, the Employer trustee shall select another arbitrator and the arbitrators so selected shall select the third arbitrator.

# ARTICLE IV CONTRIBUTIONS AND COLLECTIONS

# Section 1 - Employer Contributions:

- (a) Each Employer shall make prompt contributions or payments to the Fund in such amount and under the terms as are provided for in the applicable written agreements in effect from time to time between the Employer or his bargaining representative and the Union. The Employer agrees that such contributions shall constitute an absolute obligation to the Fund, and such obligation shall not be subject to set-off or counterclaim which the Employer may have for any liability of the Union or of an Employee.
- (b) Contributions to the Fund shall be paid to the Trustees or to such depository as the Trustee shall designate, only by check, bank draft, money order or other recognized written method of transmitting money or its equivalent, made payable to the order of the Fund. The payment of contributions shall be made periodically in the form and at such times as the Trustees shall specify

by rules and regulations or as may be provided in the applicable written agreements in effect between the Union and/or the Fund and the Employer.

(c) Each Employer shall be responsible only for the contributions payable by him, on account of Employees employed by him, except as may be otherwise provided by law.

Section 2 - Receipt of Payment & Other Property of Trust. The Trustees or such other person or entity, designated or appointed by the Trustees, are hereby designated as the persons to receive the payments heretofore or hereafter made to the Fund by the Employers and/or Employees. The Trustees are hereby vested with all rights, title and interest in and to such moneys and all interest which may be accrued thereon, and are authorized to receive and be paid the same.

Section 3 Collection & Enforcement of Payments: The Trustees, or other Fund representatives designated by the Trustees, shall have the power to demand, collect and receive Employer payments and all other money and property to which the Trustees may be entitled, and shall hold the same until applied to the purposes provided in this Agreement. They shall take such steps, including the institution and prosecution of, or the intervention in, such legal or administrative proceedings as the Trustees, in their sole discretion, determine to be in the best interest of the Fund for the purpose of collecting such payments, money and property. In addition to any other remedies to which the parties may be entitled, an Employer who does not make the required contributions promptly when due may be obligated to pay interest on the monies due up to the maximum permitted by law from the date when the payment was due to the date when payment is made.

Section 4 Production of Records: Each Employer shall promptly furnish to the Trustees, on demand, the names of his Employees, their Social Security numbers, the hours worked by each Employee and such other information as the Trustees may reasonably require in connection with the administration of the Fund and for no other purpose. The Trustees may, by their respective

representatives, examine and audit the pertinent employment and payroll records of each Employer at the Employer's place of business whenever such examination is deemed necessary or advisable by the Trustees in connection with the proper administration of the Fund. The Union shall, upon the request of the Trustees, promptly furnish information in respect to an Employee's employment status.

Section 5 - Liquidated Damages: The Trustees may require the payment by Employers of liquidated damages and of other costs and expenses (such as, without limitation, accountant's fees, attorneys' fees, filing fees and cost of service of papers) incurred by the Trustees and arising out of the collection of such Employer's delinquent contributions to the maximum extent permitted by law.

Section 6- Non-Payment of Contributions: Non-payment, by any Employer, of any contributions or other monies owed to the Fund shall not relieve any other Employer from his or its obligations to make required payments to the Fund. The Trustees, in their sole discretion, shall have the authority to suspend or terminate any Employer as a contributing employer for non-payment of contributions when due or the failure to provide the information required by the Trustees pursuant to Section 4 of this Article.

### **ARTICLE V POWERS & DUTIES OF TRUSTEES**

Section 1 - Conduct of Trust Business: The Trustees shall have the sole and absolute power, authority and discretion over the supervision of the operation of this Fund and shall conduct the business and activities of the Fund in accordance with this Agreement and applicable law. The Trustees shall hold, manage and protect the Fund and collect the income therefrom and contributions thereto. The Trustees may, in the course of conducting the business of the Fund, execute all instruments in the name of the Fund, which instruments shall be signed by the Trustees authorized in writing by the Trustees to sign the same. Except as hereinafter provided, no order or check for the

withdrawal of funds shall be valid unless signed by two Trustees in any combination thereof, one of whom, however, shall be a Union Trustee (designated by the Union Trustee) and one of whom shall be an Employer Trustee (designated by the Employer Trustees). In addition, any Employer or Union Trustee, authorized by the Trustees, may execute legal documents to commence and process legal proceedings to enforce trust collections on behalf of the Trustees.

Section 2: Use of Fund. In addition to such other powers as are set forth herein or conferred by law, the Trustees shall have the sole and absolute power, authority and discretion:

- (a) To pay or provide for the payment of all reasonable and necessary expenses of collecting contributions and administering the affairs of the Fund, including but without limitation, all expenses incurred in connection with the employment of administrative, legal, expert and clerical assistance, the purchase or leasing of premises, materials, supplies and equipment as the Trustees, in their sole discretion, find necessary or appropriate for the performance of the Fund, provided that the Trustees may, pursuant to Section 10(p) of this Article, authorize a Fund employee to sign checks in amounts up to a maximum of Five Thousand (\$5,000.00) Dollars.
- (b) To pay directly or by the payment of premiums on insurance contracts for the benefits as may be provided by the Trustees, from time to time, to eligible Participants and Beneficiaries. Such benefits shall be limited to those which can be financed from the Fund after payment of authorized and accrued expenses. The Trustees shall have sole and absolute power, authority and discretion to determine all questions of coverage and eligibility, methods of providing or arranging for benefits and all other related matters.
- (c) To establish and accumulate as part of the Fund an adequate reserve for the purpose of continuing self-insured pension benefits, if any, and insurance contracts in full force and effect. The amount of reserves shall be determined by the Trustees in their sole discretion.
- (d) The Trustees may, by unanimous vote, provide for a plan of payment of authorized benefits out of the Fund itself, provided, however, that such payments can be legally made and that the same are in full compliance with the statutory and legal requirements.
- (e) To pay or provide for the payment of premiums on the contracts

or policies of insurance which may be contracted for in the name of and issued to the Trustees, or to the Fund, as they may determine.

(f) To pay all other proper and necessary expenses incurred by any Trustee or the Fund Manager not specified above, including the cost of defense in litigation arising out their relationship with this Fund, to the extent permitted by law.

The exercise of such powers by the Trustees shall be binding upon the Union, the

Employer, the Participants and their families, dependents, beneficiaries and/or legal representatives, and shall also be binding during any review of any type whatsoever of their determination. Section 3: Procument of Insurance: The Trustees are expressly authorized to negotiate for, obtain and maintain policies of insurance, as may be determined by the Trustees, in their sole discretion, for the payment to eligible Participants and Beneficiaries, by an insurance company or companies licensed to transact business in the states in which any participant or beneficiary resides or works, of such benefits as are now or hereafter may be authorized or permitted by law and as the Trustees may, in their sole discretion, from time to time, determine. Such policies or insurance shall be in such forms and in such amounts and may contain such provisions and be subject to such limitations and conditions as the Trustees, in their sole discretion, from time to time, determine and shall cover such Participants and Beneficiaries as the Trustees, pursuant to the provisions hereof, determine eligible for benefits as herein provided. The Trustees may exercise all rights and privileges granted to the policyholder by the provisions of each contract or policy of insurance, and may agree with the insurance carrier to any alteration, modification or amendment of such contract or policy, and may take any action respecting each such contract or policy and the insurance provided thereunder, which they, in their sole discretion, deem necessary or advisable and such insurance carrier shall not be required to inquire into the authority of the Trustees with regard to any dealings in connection with such contract or policy. The Trustees are expressly authorized, to establish and maintain a plan or

plans to provide any and all of the benefits provided pursuant hereto, as the Trustees in their sole discretion may determine, directly out of the Fund, in lieu of, or in combination with, coverage provided by an insurance carrier or carriers.

Section 4-Investments: The Trustees shall have the power and authority, in their sole discretion, to invest and reinvest such funds as are not necessary for current expenditures or liquid reserves, as they may from time to time determine, in such investments as are legal investments under applicable state and federal laws relating to the investment of employee pension trust funds, not limited, however, by any limitation restricting investments in common stocks to a percentage of the Fund or to a percentage of the total market value of the Fund. The Trustees may sell, exchange or otherwise, as provided in Section 10(f) of this Article. The Trustees shall also have power and authority (in addition to, and not in limitation of, common law and statutory authority) to invest in stocks, bonds or other property, real or personal, including improved or unimproved real estate and equity interests in real estate, which such investments appear to the Trustees, in their sole discretion and consistent with their fiduciary obligations, to render the Fund a total capital appreciation at the risk of individual investment loss, judged by then prevailing business conditions and standards. The Trustees shall have the authority, in respect to any stocks, bonds or other property, real or personal, held by them as Trustees, to exercise all such rights, power and privileges as might be lawfully exercised by any person owning similar stocks, bonds or other property in his own right. Section 5-Delegation of investment Function: (a) The Trustees shall have the power and authority to appoint one or more investment managers (as defined in Section 3(38) of the Act) who shall be

to appoint one or more investment managers (as defined in Section 3(38) of the Act) who shall be responsible for the management, acquisition, disposition, investing and reinvesting of such of the assets of the Fund as the Trustees shall specify. Any such appointment may be terminated by the Trustees upon thirty (30) days written notice. The fees of such investment manager, and its expenses

to the extent permitted by law, shall be paid out of the Fund. In connection with any delegation of investment :functions to one or more investment managers, the Trustees shall, from time to time, adopt appropriate investment policies or guidelines.

(b) The trustees, in their sole discretion, may permit participants to "self direct" the investment of the assets held in their accounts and/or the trustees may offer alternative investment vehicles/strategies from which the participants may choose, including, but not limited to, a default investment vehicle/strategy if the participant fails or refuses to select an investment vehicle/strategy.

Section 6- Deposits and Disbursements: All Fund moneys not invested shall be deposited by the Trustees in such depository or depositories as the Trustees shall from time to time select, and any such deposit or deposits, or disbursements therefrom, shall be made in the name of the Fund in the manner designated by the Trustees and upon the signature(s) of persons designated and authorized by the Trustees or by the Investment Manager appointed in accordance with Section 5 of this Article.

Section 7-Allocation and Delegation of Fiduciary Responsibilities:

The Trustees may, by resolution, law or provision of this Agreement, allocate fiduciary responsibilities and various administrative duties between themselves, and they may delegate such responsibilities and duties to other individuals as they may deem appropriate or necessary in their sole discretion, consistent with the Act.

Section 8 - Fund Manager: The Trustees may employ or contract for the services of an individual, firm or corporation, to be known as "Fund Manager", who shall, under the direction of the Trustees, administer the office of offices of the Fund, coordinate and administer the accounting, bookkeeping and clerical services, provide for the coordination of actuarial services furnished by the consulting actuary, prepare (in cooperation where appropriate with the consulting actuary and independent auditor) all reports and other documents to be prepared, filed or disseminated by or on behalf of

Fund in accordance with law, assist in the collection of contributions required to be paid to the Fund by Employers and perform such other duties and furnish such other services as may be assigned, delegated or directed or as may be contracted by or on behalf of the Trustees. The Fund Manager shall be the custodian on behalf of the Trustees of all documents and other records of the Trustees of the Fund.

### Section 9 - Rules and Regulations:

- (a). The Trustees are hereby empowered and authorized to promulgate any all necessary rules and regulations, which they deem necessary or desirable to facilitate the administration of the Trust Fund. All rules and regulations adopted by action of the Trustees shall be final and binding upon the Union, the Employers, the Participants and their families, dependents, beneficiaries and/or legal representatives and also shall be binding during review of any type whatsoever of their determinations. The Trustees may change or modify such rules and regulations from time to time in such manner and to such extent as the Trustees may deem appropriate. No regulation, rule, action or determination made or adopted by the Trustees, shall in any manner conflict or be inconsistent with this Agreement or any applicable federal, state or local law.
- (b). The Trustees shall have the sole and absolute power, authority and discretion to determine the application and interpretation of such rules and regulations. The decisions of the Trustees with respect to the application and interpretation of any rules and regulations shall be final and binding upon the Union, the Employers, the Participants and their families, dependents, beneficiaries and/or legal representatives and also shall be binding during review of any type whatsoever of their determinations.

Section 10 - Additional Authority. In addition to such other powers as are set forth herein or conferred by law, the Trustees shall have the sole and absolute power, authority and discretion:

- (a) To enter into any and all contracts and agreements for carrying out the terms of this Agreement and for the administration of the Fund, and to do all acts as they, in their sole discretion, may deem necessary or advisable, and such contracts and agreements and acts shall be binding and conclusive on the parties hereto all parties dealing with the Fund and all persons claiming any benefits hereunder;
- (b) To keep property and securities registered in the names of the Trustees or of the Fund or in the name of any other individual or entity duly designated by the Trustees;
- (c) To establish and accumulate as part of the Fund such reasonable reserve funds as the Trustees, in their sole discretion, deem necessary or desirable to carry out the purposes of this Fund;
- (d) To pay out of the Fund all real and personal property taxes, income taxes, and other taxes of any and all kinds levied or assessed under existing or future laws upon or in respect to the Fund, or any money, property, or securities forming a part thereof;
- (e) To do all acts, whether or not expressly authorized herein, which the Trustees may deem necessary or proper for the protection of the property held hereunder;
- (f) To sell, exchange, lease, convey, mortgage or dispose of any propeliy, whether real or personal, at any time forming a part of the Fund upon such terms as they may deem proper, and to execute and deliver any and all instruments of conveyance, lease, mortgage and transfer in connection therewith;
- (g) To establish and carry out a funding policy and method consistent with the objectives of the Plan and the Act;
- (h) Consent to the reorganization, consolidation, merger, dissolution, or readjustment of the finances, of any corporation, company or association any of the securities of which may at any time be held hereunder and exercise any option or options and make any agreement or subscriptions in connection therewith and hold and retain any property acquired by means of the exercise of the powers expressed in this paragraph to the extent that it is acceptable to the Trustees;
- (i) Register any securities or other property in the Fund with or without the addition of words indicating that such securities or other property are held in a fiduciary capacity; and hold in bearer form any securities or other property held hereunder so that title thereto will pass by delivery, but the books and records of the Trustees shall show that all such investments are part of the Fund;
- G) Vote in person or by proxy or otherwise upon securities held by the Trustees and to exercise by attorney, or in any other manner, any other rights of whatsoever nature pertaining to securities or any other property at any time held by them hereunder;

- (k) Make, execute and deliver, as Trustees, any and all instruments in writing necessary or proper for the effective exercise of any of the Trustees' powers, as stated herein, or otherwise necessary to accomplish the purposes of the Fund and this Agreement;
- (1) Borrow money from others at any time and from time to time upon such terms and conditions including the payment of interest as they may deem advisable and for the sums so borrowed or advance the Trustees may issue their promissory note or any other evidence of indebtedness, as Trustees, and secure the repayment thereof by the pledge of any securities or other property in their possession, as Trustees hereunder;
- (m) Apply to a court of competent jurisdiction for guidance with respect to the disposition of the Fund; but nothing herein contained shall be deemed or construed as imposing any duty on the Trustees to make such application, or as a limitation of any kind or nature upon the power, rights and prerogatives of the Trustees.
- (n) Promulgate such requirements for the participation of new Employers in this Agreement and in the Fund and such other rules and regulations as they may, in their sole and absolute discretion, power and authority deem proper and necessary for the sound and efficient administration of the Fund, provided that such requirements, rules and regulations are not inconsistent with this Agreement and the Act or any rules or regulations promulgated pursuant thereto;
- (o) Execute any notice or other instrument in writing and all persons, partnerships, corporations or associations may rely thereupon that such notice or instrument has been duly authorized and is binding on the Fund and the Trustees;
- (p) Designate and authorize an employee of the Fund to sign checks upon such separate and specific bank account or accounts as the Trustees may designate and establish for such purpose;
- (q) Make application to the Federal Housing Administration for approval as a mortgagee under the provisions of the National Housing Act; to submit application of the Federal Housing Administration for insurance of mortgages; and, to enter into any agreements, execute any documents or papers and furnish any information required or deemed necessary or proper by the Federal Housing Administration in effecting such applications and such insurance; and that the Federal Housing Administration is authorized to rely upon the foregoing resolution and to deal with such Trustees as authorized agents of the Fund until receipt of written notice from the Trustees of the Fund to the contrary;
- (r) Increase or decrease the number of Trustees as in their sole discretion they may find necessary or appropriate provided that in any event there shall at all times be an equal number of Employer and Union Trustees, and that all Trustees be designated in

the manner herein set forth; and,

(s) Interpret the meaning and application of this Agreement, the Plan of Benefits and/or their own rules and regulation, in their sole discretion, and such interpretation shall be binding upon the parties hereto, the Employers, Participants, Beneficiaries, all parties dealing with the Fund and any and all persons claiming any benefits hereunder.

The exercise of such powers by the Trustees shall be binding upon the Union, the Employers, the Participants and their families, dependents, beneficiaries and/or legal representatives, and also shall be binding during review of any type whatsoever of their determinations.

Section I'l.—Bonds: The Trustees shall obtain from an authorized surety company such bonds as may be required by law, covering such persons and in such amounts (but not less than required by law) as the Trustees, in their sole discretion, may determine. The cost of the premiums for such bonds shall be paid out of the Fund.

Section: 12. Insurance: The Trustees may, in their sole discretion, obtain and maintain policies of insurance, to the extent permitted by law, to insure themselves, the Fund as such, as well as employees or agents of the Trustees and of the Fund, while engaged in business and related activities for and on behalf of the Fund (1) with respect to liability to others as a result of acts, errors or omissions of such Trustee or Trustees, employees or agents, respectively, provided such insurance policy shall provide recourse by the insurer against the Trustees as may be required by law and (2) with respect to injuries received or property damage suffered by them. The cost of the premium for such policies of insurance shall be paid out of the Fund.

Section 13:- Information to Participants & Beneficiaries: The Trustees shall provide Participants and Beneficiaries such information as may be required by law.

Section 14 - Accountants and Actuaries: The Trustees shall engage one or more independent qualified public accountants and one or more enrolled actuaries to perform all services as may be

required by applicable law and such other services as the Trustees may deem necessary.

Section 5 - Trustee Compensation. The Trustees may be compensated, as permitted by law, and, in any event, they shall be entitled to reimbursement for the expense properly and actually incurred in the performance of their duties with the Fund, including, but not limited to, leg.al fees, as permitted by law, attendance at meetings and other functions of the Board of Trustees or its committee(s) or while on business of the Board of Trustees, attendance at institutes, seminars, conference or workshops for or on behalf of the Fund. In regard to expenses, the Trustees may, at the discretion of the trustees, be paid in advance, or be reimbursed for all reasonable and necessary expenses.

Section 16 - Reports: All reports required by law to be signed by one or more Trustees shall be signed by an Employer Trustee and a Union Trustee, provided that the Trustees may appoint in writing, or by resolution, adopted and included in the minutes, one of the Trustees to sign such report on behalf of the Trustees.

Section 17- Records of Trustees Transactions: The Trustees shall keep true and accurate books of account and a record of all their transactions and meetings (including actions taken at such meetings and by informal action of the Trustees), which records and books shall be audited at least annually by a certified public accountant. A copy of each audit report shall be available for inspection by interested persons at the principal office of the Trustees. All income, profits, recoveries, contributions, forfeitures and any and all monies, securities and properties of any kind, at any time received or held by the Trustees hereunder, shall be held for the uses and purposes set forth herein as a commingled trust fund. Separate accounts or records may be maintained for operational and accounting purposes but no such account or record shall be considered as segregating any funds or property from any other funds or property contained in the commingled fund.

Section 18 - Construction & Determinations By Trustees: Subject to the stated purposes of the Fund

and the provisions of this Agreement, the Trustees, in their sole discretion, shall have full and exclusive authority to determine all questions of coverage and eligibility, methods or providing or arranging for benefits and all other matter related to this Agreement and the Plan of Benefits. They shall have sole and absolute power, authority and discretion to construe the provisions of this Agreement, the Plan of Benefits, and the rules and regulations promulgated pursuant thereto and the terms used in connection with this Agreement, the Plan of Benefits and the rules and regulations promulgated pursuant thereto. Any such determination and any such construction adopted by the Trustees shall be binding upon all the parties hereto, the Union, the Employers, the Participants and their families, dependents beneficiaries and/or legal representative, and also shall be binding during review of any type whatsoever of any determination pursuant to or construction of this Agreement. No matter respecting the foregoing or any difference arising thereunder or any matter involved in or arising under this Agreement shall be subject to the grievance or arbitration procedure established in any collective bargaining agreement between any Employer and the Union, provided, however, that this clause shall not affect the rights and liabilities of any of the parties under any such collective bargaining agreement.

Section 19:- Liability: The Trustees, to the extent permitted by applicable law, shall incur no liability in acting upon any instrument, application, notice, request, signed letter, telegram or other paper or document believed by them to be genuine and to contain a true statement of facts, and to be signed by the proper person.

Section 20 Reliance by Others: No party dealing with the Trustees shall be obligated (a) to see to the application of any funds or property of the Fund to stated Fund purposes, (b) to see that the terms of this Agreement have been complied with or (c) to inquire into the necessity or expediency of any act of the Trustees. Every instrument executed by the Trustees shall be conclusive evidence in favor

of every person relying thereon (i) that at the time of the execution of said instrument the Fund was in full force and effect, (ii) that the instrument was executed in accordance with the terms and conditions of this Agreement and (iii) that the Trustees were duly authorized and empowered to execute the instrument.

Section 21 - Discharge of Liability. The receipt by the Trustees of any money or property or checks (after such checks are honored at the bank and paid to the Fund) shall discharge the person or persons paying or transferring the same.

Section 22 - Multiple Benefit Schedules: The Trustees shall be authorized to accept contributions at more than one rate and they may provide different schedules of benefits appropriate for each such rate of contribution. However, it is the intention of the parties hereto that contributing Employers hereto shall, to the extent feasible, negotiate identical contribution rates. Further, the Trustees shall be authorized to establish more than one schedule of benefits for the same contribution rate. The Trustees, further, shall accept contributions at the rates negotiated by the Union with any Employer for a particular bargaining unit and the Employees shall be provided with a schedule of benefits appropriate for the rate of contributions so negotiated and paid into the Fund on their behalf. The Trustees have the sole and absolute power, authority and discretion to determine that the contributory rate negotiated by the Union is not sufficient to support the then current level of benefits and unilaterally reduce the schedule of benefits to a level that the Trustees in their sole power, authority and discretion determine to be appropriate for the amount of the contribution.

Section 23 - Amendment of Plan: The Plan may be amended by the Trustees from time to time, provided that such amendments comply with all applicable federal statutes and regulations and the purposes as set forth in this Agreement. Additionally, and not by way of limitation, the Trustees may amend the Plan, in future or retroactively, where they deem it necessary to maintain the

continuation of the Fund's tax exempt status or to preserve compliance with the then applicable Internal Revenue Code, applicable federal statutes, and any regulations or rulings issued with respect thereto.

### ARTICLE VI CONTROVERSIES AND DISPUTES

Section 1 - Reliance: on Records: In any controversy, claim, demand, suit at law or other proceeding between any Participant, Beneficiary or any other person or legal entity and the Trustees, the Trustees shall be entitled to rely upon the facts appearing in the records of the Fund, any instruments on file with the Fund or with the Union or with the Employers, any facts certified to the Trustees by the Union or the Employers, any facts which are public record and any other evidence pertinent to the issue involved.

Section 2—Appeals of Review Procedure: Any Participant or Beneficiary who applies for benefits under the Plan and is ruled ineligible by the Trustees, or who believes he did not receive the full amount of benefits to which he was or is entitled, or who is otherwise adversely affected by the action of the Trustees, shall have the right to request the Board of Trustees to conduct a hearing in the matter, provided that he makes such a request, in writing, within sixty (60) days after being apprised of, or learning of, the Trustees' action. The Board of Trustees shall then conduct a hearing, at which the Participant or Beneficiary shall be entitled to present his position and any evidence in support thereof. The Participant or Beneficiary may be represented at any such hearing by an attorney or any other representative of his choosing. Thereafter, the Trustees shall issue a written decision reaffirming, modifying or setting aside their former action.

If the Participant or Beneficiary is dissatisfied with the written decision of the Trustees, he shall have the right to appeal the matter to arbitration pursuant to Article III, Section 11(b), provided that he submit a request for arbitration to the Board of Trustees, in writing, within

sixty (60) days of receipt of the written decision. The arbitration shall be held heard pursuant to the rules and procedures selected by the arbitrator. The question for the arbitrator shall be whether, in the particular instance, the Trustees (1) were in error upon an issue of law, (2) acted arbitrarily or capriciously in the exercise of their discretion or (3) whether their findings of fact were supported by substantial evidence. The arbitrator shall not be empowered to add to or subtract from this Agreement or the Fund's rules and regulations, or to render any decision in conflict with this Agreement or the Fund's rules and regulations or to modify this Agreement or the Fund's rules and regulations in any way.

The cost of the arbitration, along with the arbitrator's fee and expenses shall be borne equally, unless the arbitrator, in his award, should assess such expenses against either of the parties. The decision of the arbitrator shall be final and binding upon the Trustees and the appealing party. The procedures specified in this Section shall be the sole and exclusive procedures available to a Participant or Beneficiary who is dissatisfied with any eligibility determination or a benefit award or who is otherwise adversely affected by any action of the Trustees.

Section 3.- Settling Disputes: The Trustees may in their sole discretion compromise or settle any claim or controversy in such manner as they think best, and any decision made by the Trustees in compromise or settlement of a claim or controversy, or any compromise or settlement agreement entered into by the Trustees shall be conclusive and binding on all parties interested in this Fund. In the administration of the Fund, the Trustees shall not be obligated to take any action which would subject them to any expense or liability unless they be first indemnified in an amount and in a manner satisfactory to them or be furnished with funds sufficient, in their sole judgment, to cover such expenses.

### ARTICLE VII BENEFICIAL RIGHTS

Section: I=No Right: Title or Interest of Employers & Union: No Employer, Union, Employees or Participants and their Beneficiaries shall have any right, title or interest in or to the Fund or any part thereof other than vesting under the Plan. There shall be no pro-rata or other distribution of any of the assets of the Fund for any purpose or reason except as required by law as a result of any Union, Employer, Employees, participants and/or their Beneficiaries ceasing their participation in the Fund or if the participation of any of the aforementioned is terminated by the Trustees pursuant hereto. Section 2 - Limitations Upon Beneficial Rights of Employees: No Employee, Participant or any Beneficiary of a Participant shall have any right, title or interest in or to the Fund or any part thereof, provided, however, that any Participant who shall be covered by an insurance plan, or his Beneficiaries under such plan, shall be entitled to the benefits in the forms and amounts and subject to the terms and conditions of such insurance plan and of this Fund; provided further, however that the benefits shall be free from the interference and control of any creditor, and no benefits shall be subject to any assignment or other anticipation, nor subject to seizure or sale under any legal, equitable or other process, and in the event that any claim or benefit shall, because of any debt incurred by or resulting from any claim or liability against any Participant or Beneficiary, by reason of any sale, assignment, transfer, encumbrance, anticipation or other disposition made or attempted by said Participant or Beneficiary, or by reason of any seizure or sale or attempted sale under any legal, equitable or other process, or in any suit or proceeding, become payable or be liable to become payable, to any person other than the Participant or Beneficiary for whom the same is intended, as provided herein, pursuant hereto, the Trustees shall have the power to withhold payment of any such benefit to such Participant or Beneficiary until such assignment, transfer, encumbrance, anticipation or other disposition, writ or legal process is canceled or withdrawn in such manner as shall be

satisfactory to the Trustees. Until so canceled or withdrawn, the Trustees shall have the right to use

and apply the benefits, as the Trustees may deem best, directly for the support and maintenance of such Participant or Beneficiary.

<u>Section 3 - Optional Benefits Prohibited:</u> No Employee or Participant shall have the right, privilege or option to receive, instead of the benefits provided hereunder to,:

- (a) any part of the contributions payable by any Employer pursuant to this Agreement;
- (b) a cash consideration either upon termination of the Plan or benefits provided hereunder or under such Employee's or Participant's withdrawal from coverage under this Fund, either voluntary or through severance of employment with any particular Employer, except as provided by law; or
- (c) the cash surrender value of any policy of insurance in lieu of the benefits provided in said policy.

#### ARTICLE VIII TERMINATION OF AGREEMENT

<u>Section 1 - Conditions of Termination:</u> This Agreement shall cease and terminate upon the happening of any one or more of the following events:

- (a) In the event the Fund shall, in the opinion of the Trustees, be inadequate to carry out the intent and purpose of this Agreement, or be inadequate to meet the payments due or to become due under this Agreement and under the Plan of Benefits to the Participants alld their Beneficiaries already drawing benefits;
- (b) In the event there are no individuals living who can qualify as Employees hereunder;
- (c) In the event that there is no longer in force any written agreement between an Employer and the Union requiring contributions to the Fund; or
- (d) In the event of termination as may otherwise be provided by law.

### <u>Section 2 - Procedure in Event of Termination</u>: In the event of termination, the Trustees shall:

(a) Make provision out of the Fund for the payment of any and all

- obligations of the Fund, including expenses incurred up to the date of termination of the Fund and the expenses incidental to such termination;
- (b) Arrange for a final audit and report of their transactions and accounts, for the purpose of termination of their Trusteeship;
- (c) Give any notice and prepare and file any reports which may be required by law; and,
- (d) Distribute the remaining assets in such manner as will, in the opinion of the Trustees, best effectuate the purpose of the Fund, provided, however, that no part of the corpus or income of said Fund shall be used or diverted to purposes other than for the exclusive benefit of Participants and Beneficiaries, the administrative expenses of the Fund or other payments in accordance with the provisions of the Plan.

In the event of termination, the rights of all Employees to benefits accrued to the date of termination shall be non-forfeitable.

### ARTICLE IX MISCELLANEOUS

Section 1 - Law Applicable: This Fund is created in the State of New York and all questions pertaining to the validity or construction of this Agreement and of the acts and transactions of the parties hereto shall be determined in accordance with the laws of the State of New York, except a to those matters governed by federal law.

Section 2 Savings Clause: Should any provision of this Agreement be held to be unlawful, or unlawful as to any person or instance, such fact shall not adversely affect the other provisions herein contained or the application of said provisions to any other person or instance, unless such illegality shall make impossible the functioning of the Fund.

## Section 3 - Coverage of Additional Bargaining Units:

(a) Extension of Coverage. The Trustees shall have the power to extend the coverage of this Agreement to the non-unit employees of any Employer(s), to retirees, retiree's clubs and to

additional employers or associations of employers (herein called "Additional Associations") and their employees represented by labor organizations other than the Union (herein called "Additional Union"), subject to the conditions stated in subsection (b) of this Section. Any one such group of employees or retirees shall be referred to herein as an "additional bargaining unit". Such additional employers, Additional Associations and Additional Unions shall have no right to participate in the appointment, removal or replacement of Trustees.

### (b) Termination of Coverage:

- 1. The Trustees may, by resolution, terminate coverage by and under this Agreement of any such additional bargaining unit, effective as of the last day of any calendar month not earlier than thirty (30) days after the adoption of such resolution, (i) if the Trustees in their sole discretion determine that continued coverage would be a detriment to Employers, Employees, Participants and their Beneficiaries represented by the Union for whose benefit this Fund was originally created, or (ii) if the Trustees determine that contributions are not made by such additional bargaining unit employers timely and in accordance with the requirements of this Agreement.
- 2. An Additional Union may, on behalf of the employees, participants and their beneficiaries, in an additional bargaining unit represented by it, terminate coverage by and under this Agreement of any such additional bargaining unit, effective as of the last day of any calendar month not earlier than four (4) months after the Additional Union serves written notice of such termination of the Trustees.
- 3. Any such termination of coverage shall terminate the eligibility for benefits of all Participants and their Beneficiaries in such additional bargaining unit, as of the effective date of such termination. Notwithstanding such termination of coverage, no payments whatsoever shall be made from or out of the Fund to or for the benefit of the employees, participants and their beneficiaries of

such additional bargaining unit or to any other trust fund or other entity created for the purpose of providing pension benefits to the employees of such additional bargaining unit and, upon such termination of coverage, the Additional Union representing the employees, participants and their beneficiaries of such additional bargaining unit, and such employees, participants and their beneficiaries themselves, or any person claiming by or through or under any of them, shall have no further right, title or interest in or to the Fund, or any part thereof, excepting only that any authorized regular benefits, or the balance thereof, payable to eligible participants and their beneficiaries which accrued prior to the effective date of such termination of coverage will be paid after such termination pursuant to the terms hereof or the Plan of Benefits.

Section 4. Reciprocity Agreements: The Trustees may, in their sole discretion, enter into such reciprocity agreement or agreements with other funds as they determine to be in the best interest of the Fund, provided that any such reciprocity agreement or agreements shall not be inconsistent with the terms of this Agreement or the written agreements under which this Agreement is maintained.

Section 5. Mergers The Trustees shall have the power to merge with any other fund established for similar purposes as this Fund under terms and conditions mutually agreeable to the respective Board of Trustees.

Section 6-Refund of Contributions: In no event shall any Employer, directly or indirectly, receive any refund on contributions made by them to the Fund (except in case of a bona fide erroneous payment or overpayment of contributions, to the extent permitted by law) nor shall an Employer, directly or indirectly, participate in the disposition of the Fund or receive any benefits from the Fund. Upon payment of contributions to the Trustees, all responsibilities of the Employer for each contribution shall cease, and the Employer shall have no responsibilities for the acts of the Trustees, nor shall an Employer be obliged to see to the application of any funds or property of the Fund or to

see that the terms of the Agreement have been complied with.

### Section 7 - Accounting and Judicial Settlements:

- (a) Accounting: The Union or an Employer may, at any time, demand of the Trustees an accounting with respect to any and all accounts, provided that the party demanding such accounting agrees to pay the necessary expense thereof.
- (b) <u>fudicial Settlements and Actions by Trustees</u>: The Trustees shall be entitled, at any time, to have a judicial settlement of their accounts and to seek judicial protection for any action or proceeding they determine necessary and, further, to obtain a judicial determination or declaratory judgment as to any question of construction of this Agreement or for instructions as to any action thereunder and, further, as to any question relating to the discharge of their duties and obligations under or in connection with the administration of this Fund and as to the distribution of assets belonging to the Fund. Any such determination, decision or judgment shall be binding upon all parties to or claiming under this Agreement.

Section 8:- WitW lolcting Payment: In the event any question or dispute shall arise as to the proper person or persons to whom any payments shall be made hereunder, the Trustees may withhold such payment until there shall have been made an adjudication of such question or dispute which, in the Trustees' sole judgment, is satisfactory to them, or until the Trustees shall have been fully protected against loss by means of such indemnification agreement or bond as they, in their sole discretion, determine to be adequate.

shall also be construed to include the feminine or neuter gender in all situations where they would apply. Whenever any words are used in the singular, they shall also be construed to include the plural in all situations where they would so apply and wherever any words are used in the plural,

they shall also be construed to include the singular.

Section IO-Amendment of Agreement. The provisions of this Agreement may be amended at any time by an instrument in writing executed by the Trustees, provided, however, in no event shall the Fund be used for any purpose other than the purposes set forth in this Agreement, and for the purposes of paying the necessary expenses incurred in the administration of this Fund.

Section II - Article and Section Titles: The Article and Section titles are included solely for convenience and shall, in no event, be construed to affect or modify any part of the provisions of this Agreement or be construed as part thereof.

Section-12-Incorporation of Other Documents: All rules, regulations, provisions and requirements established or promulgated by the Trustees pursuant to the terms hereof shall be deemed incorporated in and made a part of this Agreement and shall be binding upon the parties hereto with the same force and effect as if herein originally contained.

Section 13 Employer Legal Obligations and Liabilities: (a) Each Employer shall be responsible for providing notice to the Fund as required under any applicable law, including, but not limited to, notice pursuant to Section 4980 of the Internal Revenue Code. Each Employer shall comply with any notification requirement by providing written notice to the appropriate individual to whom the Board of Trustees has delegated responsibility for the daily administration of the Fund. If the Board of Trustees has not so delegated administrative responsibility, the Employer shall comply with this notification requirement by providing written notification to amembe 4r of the Board of Trustees. In the event that an Employer fails to comply with the notification requirements set forth herein, and as a result causes the Fund, in whole or in part, to be subject to liability, the Employer shall be liable for the payment of such liability, In the event that the Employer fails to pay such amount, the Employer's shall indemnify and hold harmless the Fund for any and all losses resulting from the Employer's

failure to pay such amounts.

(b) In the event a Participant becomes absent from a position of employment with an Employer, and the Employer is entitled to benefit accrual and vesting credit under applicable law, the last Employer employing the Participant before the individual commences such service shall be liable for making Contributions on behalf of such individual to the extent required by applicable law.

### ARTICLE X AGENTS OF THE FUND

The Fund is an entity separate and apart from any contributing Employer or the Union. Accordingly, unless authorized in motion or by resolution of the Board of Trustees, no contributing Employer, the Union, nor any individual employed thereby, shall have any authority to act or function for or on behalf of the Fund or as an agent thereof.

### ARTICLE XI RECEIPT OF BENEFIT FROM THE FUND

The only individuals who shall be entitled to participate in and receive benefits from the Fund shall be Employees, Participants and Beneficiaries. It is expected that contributing Employers will submit contributions only on behalf of Employees or employees on whose behalf the Fund has agreed to accept contributions. The receipt by the Fund of contributions on behalf of individuals who are not eligible to participate shall not estop the Trustees from declining coverage or terminating the participation of such individuals or person designated thereby nor shall it constitute a waiver by the Trustees of any of the provisions of this Agreement or the Plan.

IN WITNESS WHEREOF, the Trustees have caused this Agreement and Declaration of Trust to be executed this day of . 2009.

(insert name), Union Trustee

(insert name), Employer Trustee

The second secon		
(insert name), Union Trustee	(insert name), Employer Trustee	

## LOCAL 1783 I.B.E.W. PENSION PLAN WITHDRAWAL LIABILITY RULES

The Board of Trustees ("Trustees") of the Local 1783 I.B.E.W. Pension Plan ("Plan") hereby adopts these Withdrawal Liability Rules ("Rules") pursuant to its authority under the Plan's Agreement and Declaration of Trust ("Trust Agreement") to establish rules governing the operation and administration of the Plan. These Rules provide that each Employer must pay to the Plan all amounts due as a result of a Withdrawal or Partial Withdrawal from the Plan, as determined by the Trustees, in accordance with the Employee Retirement Income Security Act of 1974 ("ERISA"), as amended by the Multiemployer Pension Plan Amendments Act of 1980. Withdrawal Liability amounts are payable in the manner and form determined by the Trustees. The Trustees reserve the right to amend these Rules at any time.

## SECTION 1 Definitions

- 1.1 <u>Bankruptcy Code</u> means the United States Bankruptcy Code of 1978, as amended from time to time, as codified in Title 11 of the United States Code.
- 1.2 <u>Base Unit</u> means the units upon which contributions are made.
- 1.3 <u>Default means:</u>
  - (a) the failure of an Employer to make any Withdrawal Liability payment if the failure is not cured within 60 days after the Employer receives written notification from the Trustees of such failure; or
  - (b) the occurrence of any of the following circumstances (which the Trustees have determined, in their sole discretion, pursuant to Section 4219(c)(5)(B) of ERISA, indicate a substantial likelihood that an Employer will not pay its Withdrawal Liability):
    - (1) if the Employer was the subject of bankruptcy proceedings, or similar proceedings under state law, at any time within two years of the date of its Withdrawal or Partial Withdrawal from the Plan; or
    - (2) if at any time the Trustees have reason to believe that the Employer is, or is reasonably expected to become, insolvent before the end of the period in which such Employer is required to pay its Withdrawal Liability to the Plan under Section 4219(c) of ERISA; or
    - (3) if at any time the Trustees have reason to believe that the Employer will not pay its Withdrawal Liability payments to the Plan as they come due.
  - (c) For the purposes of Section 1.3(b)(2), an Employer is "insolvent" if:
    - (1) the Employer's liabilities exceed its assets; or
    - (2) the Employer is unable to pay its obligations as they come due.
  - (d) In the event Section 1.3(b)(1) or (2) applies, an Employer is in Default as of the date it receives notification of the Default from the Trustees.

- 1.4 Employer means an Employer as defined in the Plan and includes, for the purposes of these Rules, a former Employer that has Withdrawn. It also includes all trades or businesses under common control with an Employer contributing to the Plan, within the meaning of Section 4001(a)(14) of ERISA.
- 1.5 <u>Employer's Unfunded Vested Benefits</u> means the portion of the Plan's Unfunded Vested Benefits deemed to be allocable to an Employer, as determined in accordance with Section III or IV.
- 1.6 <u>Facility</u> means one or more physical locations from which an Employer regularly conducts business.
- 1.7 Labor Dispute means an economic strike sanctioned by the Union.
- 1.8 <u>Partial Withdrawal</u> means the last day of the Plan Year in which any of the following occurs:
  - (a) an Employer's Base Units for a Plan Year and each of the two preceding Plan Years ("Testing Period") do not exceed 30 percent of the Employer's Base Units determined by calculating the average Base Units during any two Plan Years (which need not be consecutive) in which the Base Units were highest within the five Plan Years before the Testing Period ("High Base Year"); provided, however, that:
    - (1) this subsection does not apply to any Plan Year beginning before September 26, 1982; and
    - (2) for any Plan Year beginning before September 26, 1980, an Employer's Base Units are deemed to be equal to the Base Units for the last Plan Year ending before such date; and
    - (3) the number of the Employer's Base Units allocable:
      - (i) to work performed under a collective bargaining agreement under which there was a Permanent cessation of the obligation to contribute to the Plan before September 26, 1980, or
      - (ii) to work performed at a Facility at which there was a Permanent cessation of covered operations before September 26, 1980 or for which there was a Permanent cessation of the obligation to contribute before September 26, 1980, shall not be taken into account; or
  - (b) there is a Permanent cessation of an Employer's obligation to contribute under one or more, but fewer than all, collective bargaining agreements under which the Employer was obligated to contribute to the Plan, but the Employer continues to perform the type of work within the jurisdiction of the collective bargaining agreements requiring contributions to the Plan, or transfers such work to another location; provided, however, that a cessation of obligations described in this subsection shall not include a situation where one collective bargaining agreement under which the Employer was obligated to contribute to the Plan has been replaced with another under which the Employer is obligated to contribute to the Plan; or

- (c) there is a Permanent cessation of an Employer's obligation to contribute to the Plan with respect to work performed at one or more, but fewer than all its Facilities, but the Employer continues to perform work at a Facility of the type for which the obligation to contribute ceased.
- 1.9 Participant means a Participant as defined in the Plan.
- 1.10 <u>Permanent</u> means a condition expected to last indefinitely, as determined in the sole discretion of the Trustees.
- 1.11 <u>Plan</u> means the Local 1783 I.B.E.W., Pension Plan and all amendments to or restatements thereof.
- 1.12 <u>Plan's Unfunded Vested Benefits</u> means the amount, not less than zero, calculated by subtracting the market value of the Plan's assets, as determined by the Trustees, from the actuarial value of the Plan's Vested Benefits, as determined by the Trustees.
- 1.13 Plan Year means the twelve-month period ending on December 31st.
- 1.14 <u>Vested Benefits</u> means benefits for which a Participant has satisfied the conditions for entitlement under the Plan or the requirements of ERISA (other than submission of a formal application, retirement, or completion of a required waiting period) regardless of whether the benefit may subsequently be reduced or suspended by Plan amendment or an occurrence of any condition or operation of ERISA or the Internal Revenue Code of 1986.
- 1.15 <u>Withdrawal</u> of an Employer means the occurrence of the earlier of either the Permanent cessation by the Employer of the obligation to contribute to the Plan or the Permanent cessation of work covered under collective bargaining agreements obligating the Employer to contribute to the Plan. In the event of such an occurrence, the Employer is considered a "Withdrawn Employer." An Employer does not incur a Withdrawal if a temporary cessation of the obligation to contribute is due solely to the pendency of a Labor Dispute. For purposes of this Section 1.15, an "obligation to contribute" means an obligation to contribute arising under one or more collective bargaining (or related) agreements or as a result of a duty under applicable labor-management relations law.
- 1.16 <u>Withdrawal Liability</u> means the amount of an Employer's Unfunded Vested Benefits upon a Withdrawal or Partial Withdrawal determined under Section III or IV, after application of any applicable adjustments described in Section VI.
- 1.17 All terms used in these rules shall have the same meaning as in the Trust Agreement except as otherwise provided herein.

## SECTION II <u>Determination and Collection of Withdrawal Liability</u>

- 2.1 The Trustees shall determine:
  - (a) whether an Employer has Withdrawn or Partially Withdrawn from the Plan;
  - (b) the date of such a Withdrawal or Partial Withdrawal;

- (c) an Employer's Withdrawal Liability:
- (d) the schedule of payments of an Employer's Withdrawal Liability; and
- (e) any other matters necessary or proper for the establishment and calculation of Withdrawal Liability under these rules.

The Trustees shall notify the Employer of its determination, including the amount of the Employer's Withdrawal Liability and the schedule of Withdrawal Liability payments, which notice shall constitute a demand for payment in accordance with the schedule.

- 2.2 (a) Within 90 days after the Employer receives the notice required by Section 2.1, the Employer may, in writing:
  - ask the Trustees to review any specific matter relating to the determination of the Employer's Withdrawal Liability and the schedule of payments;
  - (2) identify any inaccuracy in the determination of the amount of the Unfunded Vested Benefits allocable to the Employer; and
  - (3) furnish any additional relevant information to the Trustees.
  - (b) After the Trustees review the matters (if any) raised by an Employer pursuant to Section 2.2(a), the Trustees shall send a written reply to the Employer, setting forth the decision of the Trustees, the basis for the decision, and the reason for any change in the determination of the Employer's Liability or schedule of Liability payments.
- 2.3 In making the determination described herein, the Trustees may consult with the Plan's actuary, attorneys, auditor or administrative personnel.

# SECTION III Determination of Employer's <u>Unfunded Vested Benefits Upon Withdrawal</u>

- 3.1 The amount of the Unfunded Vested Benefits allocated to an Employer that withdraws from the Plan is determined under Section 4211(c)(3) of ERISA. This method is known as the Rolling Five Method. Liabilities are based on the Employer's proportional share of the Plan's Unfunded Vested Benefits at the end of the Plan Year preceding the Withdrawal (reduced by the value as of the end of that Plan Year of outstanding claims for Withdrawal Liability which the Plan can reasonably expect to collect from Employer who withdrew prior to that Plan Year), based on the Employer's share of the Plan contributions during the five years preceding the Withdrawal.
- 3.2 Except as otherwise provided in this Section III, the amount of an Employer's Unfunded Vested Benefits upon a Withdrawal equals the Plan's Unfunded Vested Benefits at the end of the Plan Year preceding the Plan Year in which the Employer withdraws, reduced by the value as of the end of that Plan Year of outstanding claims for Withdrawal Liability which the Plan can reasonably expect to collect from Employers who withdrew prior to that Plan Year, multiplied by a fraction, the numerator of which is the total amount required to be contributed by the Employer under the Plan for the last five Plan Years ending before

the Withdrawal, and the denominator of which is the total amount contributed under the Plan by all Employers for the last five Plan Years ending before the Withdrawal, increased by any Employer contributions owed with respect to earlier periods which were collected in those Plan Years, and decreased by any amount contributed to the Plan during those Plan Years by Employers who withdrew from the Plan under this Section during those Plan Years.

- Notwithstanding anything in this Section III to the contrary, in the case of an Employer's Withdrawal in the first Plan Year following a merger of another multiemployer pension plan with the Plan, the determinations under this Section III shall be made as if the plans had remained separate plans.
- Notwithstanding anything in this Section III to the contrary, in the case of an Employer's Withdrawal on or before the end of the sixth Plan Year beginning after the effective date of a merger of another multiemployer pension plan with the Plan, but after the end of the first Plan Year beginning after the effective date of such a merger, the amount of the Employer's Unfunded Vested Benefits shall be determined using the "Rolling Five" method in accordance with regulations applicable to merged plans promulgated by the Pension Benefit Guaranty Corporation.

# SECTION IV Determination of Employer's Unfunded Vested Benefits Upon Partial Withdrawal

- 4.1 The amount of an Employer's Unfunded Vested Benefits upon a Partial Withdrawal shall be the amount determined under Section III, which shall be determined as if the Employer had Withdrawn on the date of the Partial Withdrawal, or, in the case of a Partial Withdrawal under Section 1.8(a), on the last day of the first Plan Year in the Testing Period; reduced in accordance with Section 6.2 (if it is applicable); and multiplied by a fraction that is 1 minus the fraction:
  - (a) whose numerator is the Employer's number of Base Units for the Plan Year following the Plan Year in which the Partial Withdrawal occurs; and
  - (b) whose denominator is the Employer's average number of Base Units during the five Plan Years preceding the Plan Year of the Partial Withdrawal; provided that, in the case of a Partial Withdrawal under Section 1.8(a), the five Plan Years preceding the Testing Period shall be used.
- 4.2 An Employer's Withdrawal Liability for a Partial Withdrawal shall be offset against any Withdrawal Liability that may arise upon a subsequent Withdrawal or Partial Withdrawal by such Employer in a manner determined by the Trustees, in its sole discretion.

# SECTION V Reduction in Liability After Imposition of Partial Withdrawal Liability

5.1 Withdrawal Liability payable as a result of a Partial Withdrawal under paragraph 1.8(a) shall be eliminated or reduced in accordance with this Section.

- 5.2 (a) An Employer's Withdrawal Liability due as a result of a Partial Withdrawal under paragraph 1.8(a) shall be abated if the condition described in Section 4205(c)(2) of ERISA has occurred as determined by the Trustees.
  - (b) Abatement of Liability shall be calculated as follows:
    - (1) If the number of Base Units for which the Withdrawn Employer contributed during a Plan Year in which Withdrawal Liability is due as a result of the Partial Withdrawal exceeds by ten percent or more the number of Base Units for which the Withdrawn Employer contributed during the Plan Year in which the Partial Withdrawal occurred, the Withdrawal Liability payment due as a result of the Partial Withdrawal for the Plan Year subsequent to the Plan Year of such determination shall be the amount described in subparagraph 5.2(b)(2).
    - (2) The amount of Withdrawal Liability otherwise payable for a Plan Year as a result of the Partial Withdrawal shall be multiplied by a fraction, the numerator of which is the number of Base Units for which the Withdrawn Employer contributed during the Plan Year in which the Partial Withdrawal occurred and the denominator of which is the number of Base Units for which the Withdrawn Employer contributed during the Plan Year in which the determination described in subparagraph 5.2(b)(1) is made.

### SECTION VI Special Rules for Determining Withdrawal Liability

- To determine an Employer's Withdrawal Liability, the Employer's Unfunded Vested Benefits shall be adjusted in accordance with this Section, as applicable.
- 6.2 <u>De Minimis.</u>
  - (a) In the case of a Withdrawal, an Employer's Unfunded Vested Benefits, if any, shall be reduced by the lesser of:
    - (1) 3/4 of 1% of the Plan's Unfunded Vested Benefits as of the end of the Plan Year ending before the date of the Withdrawal or Partial Withdrawal; or
    - (2) \$50,000:

(the lesser hereinafter referred to as the "Reduction Amount"), provided, however, that if the Employer's Unfunded Vested Benefits (determined without regard to this Section 6.2) exceed \$100,000, the Reduction Amount shall be reduced (but not below zero) by the amount of such excess.

(b) In the case of a Partial Withdrawal, this Section 6.2 shall be applied in determining the amount under Section III that is used to determine the Employer's Unfunded Vested Benefits under Section IV, but shall not be applied to reduce the Employer's Unfunded Vested Benefits under Section IV.

### 6.3 Sale of Assets.

- (a) A Withdrawal or Partial Withdrawal of an Employer (hereinafter in this Section referred to as the "Seller") does not occur solely because, as a result of a bona fide arm's length sale of assets to an unrelated party as defined in Section 4204(d) of ERISA (hereinafter in this Section referred to as the "Purchaser"), the Seller ceases covered operations or ceases to have an obligation to contribute for such operations, if:
  - (1) the Purchaser has an obligation to contribute to the Plan with respect to the operations for substantially the same number of Base Units for which the Seller had an obligation to contribute to the Plan, as determined by the Trustees;
  - (2) the Purchaser provides to the Plan, for a period of five consecutive Plan Years commencing with the first Plan Year beginning after the sale of assets, either a bond issued by a corporate surety that is an acceptable surety for purposes of Section 412 of ERISA, or an amount held in escrow by a bank or similar financial institution satisfactory to the Trustees, in an amount equal to the greater of:
    - (i) the average annual contribution required to be made by the Seller with respect to the operations under the Plan for the three Plan Years preceding the Plan Year in which the sale of the Seller's assets occurs; and
    - (ii) the annual contribution that the Seller was required to make with respect to the operations under the Plan for the last Plan Year before the Plan Year in which the sale of the Seller's assets occurs;

which bond or escrow must be paid to the Plan if the Purchaser withdraws in a Withdrawal or Partial Withdrawal from the Plan, or fails to make a contribution to the Plan when due, at any time during the first five Plan Years beginning after such sale; and

(3) the contract for sale provides that if the Purchaser withdraws in a Withdrawal or Partial Withdrawal with respect to operations during such first five Plan Years, the Seller is secondarily liable for any Withdrawal Liability it would have had to the Plan with respect to the operations (but for this Section 6.3) if the Liability of the Purchaser with respect to the Plan is not paid. The applicable provisions of the contract must be substantially in the form annexed hereto as Appendix A.

### (b) If the Purchaser:

- (1) withdraws before the last day of the fifth Plan Year beginning after the sale; and
- (2) fails to make any Withdrawal Liability payment when due, then the Seller must pay to the Plan the payments that would have been due from the Seller but for this Section 6.3.

- (c) If all, or substantially all, of the Seller's assets are distributed, or if the Seller is liquidated before the end of the fifth Plan Year described in Section 6.3(a)(3), then the Seller must provide a bond or amount in escrow equal to the present value of the Withdrawal Liability the Seller would have had but for this Section 6.3.
- (d) If only a portion of the Seller's assets are distributed during such period, then a bond or escrow shall be required in accordance with regulations prescribed by the Pension Benefit Guaranty Corporation.
- (e) The Liability of the party furnishing a bond or escrow under this Section 6.3 shall be reduced, upon payment of the bond or escrow to the Plan, by the amount thereof.
- (f) For the purposes of this Section 6.3, the Liability of the Purchaser shall be determined as if the Purchaser were the Seller and had been required to contribute to the Plan the amount the Seller was required to contribute.
- (g) If the Plan is in reorganization, within the meaning of Section 4241 of ERISA, in the Plan Year in which the sale of assets occurs, the Purchaser shall furnish a bond or escrow in an amount equal to 200 percent of the amount described in Section 6.3(a)(2).
- (h) Except as otherwise provided in this Section 6.3, Section 6.3(a)(2) and (3) shall not apply if the parties to the sale inform the Plan in writing of their intention that the sale be covered by this Section 6.3 and demonstrate to the satisfaction of the Trustees that at least one of the variance criteria described in ERISA is satisfied.

### 6.4 Additional Limitations.

- (a) If the Trustees determine that the Withdrawal of an Employer (other than an Employer undergoing reorganization under the Bankruptcy Code or similar provisions of state law) is the result of a bona fide, arm's length sale of all or substantially all of the Employer's assets to an unrelated party as defined in Section 4204(d) of ERISA, the Employer's Liability shall not exceed the greater of:
  - (1) the Unfunded Vested Benefits attributable to employees of the Employer; or
  - (2) 30% of the first \$2,000,000 of the liquidation or dissolution value of the Employer (determined after the sale or exchange of such assets), plus 35% of the next \$2,000,000, plus 40% of the next \$2,000,000, plus 45% of the next \$1,000,000, plus 50% of the next \$1,000,000; plus 60% of the next \$1,000,000, plus 70% of the next \$1,000,000, plus 80% of the excess over \$10,000,000.
- (b) The Liability of an insolvent Employer undergoing liquidation or dissolution shall not exceed an amount equal to the sum of:
  - (1) 50% of the Employer's Withdrawal Liability (determined without regard to this subsection), and

- (2) that portion of the amount determined under Section 6.4(b)(1) that does not exceed the liquidation or dissolution value of the Employer (determined as of the commencement of liquidation or dissolution) after reducing such value by the amount determined under Section 6.4(b)(1).
- (c) For purposes of this Section 6.4, an Employer is insolvent if its liabilities, including Withdrawal Liability (determined without regard to this Section 6.4) exceed its assets (determined as of the commencement of the liquidation or dissolution).
- (d) For purposes of this Section 6.4, the liquidation or dissolution value of an Employer is determined without regard to its Withdrawal Liability.
- (e) In the case of the Withdrawal of an Employer from this Plan and from one or more other plans attributable to the same sale, liquidation, or dissolution, the Withdrawal Liability of the Employer to this Plan shall be an amount which bears the same ratio to the present value of the Withdrawal Liability payments to all plans (after the application of the preceding provisions of this Section 6.4), as the Withdrawal Liability of the Employer to this Plan (determined without regard to this Section 6.4) bears to the Withdrawal Liability of the Employer to all such plans (determined without regard to this Section 6.4).
- 6.5 If the Trustees determine that a principal purpose of any transaction is to evade or avoid Withdrawal Liability, these Rules shall be applied (and Liability shall be determined and collected) without regard to such transaction.

### SECTION VII Information for Identification of Withdrawal/Partial Withdrawal

- 7.1 Each Employer must periodically file with the Plan such information as the Trustees request to enable them to determine the status of each Employer with respect to the Plan.
- 7.2 In addition, an Employer must furnish, within 30 days after written request from the Trustees, such further information as the Trustees determine to be necessary to enable them to determine its status with respect to the Plan.
- 7.3 (a) An Employer must give the Plan advance written notice of:
  - (1) any proposed bulk sale transaction within the meaning of Article 6 of the Uniform Commercial Code;
  - (2) any sale or closing of a Facility at which employees of the Employer who participate in the Plan are employed; and
  - (3) any sale of all or substantially all of the Employer's assets.
  - (b) The notice described in Section 7.3(a) must be given as soon as an Employer makes a decision to take an action described in Section 7.3(a), but in no event less than ten days before the action.

7.4 As soon as practicable after the Trustees have identified an Employer's Withdrawal or Partial Withdrawal from the Plan, the Trustees shall notify the Employer of the amount of its Withdrawal Liability and the schedule for Withdrawal Liability payments and shall demand payment in accordance with the payment schedule.

## SECTION VIII Payment of Withdrawal Liability

- 8.1 <u>Installment Payment.</u> Withdrawal Liability is payable in quarterly installments over the period of years (the "Amortization Period") necessary to amortize the amount of Withdrawal Liability in level annual payments calculated as if the first payment were made on the first day of the Plan Year following the Plan Year in which the Withdrawal or Partial Withdrawal occurs and as if each subsequent payment were made on the first day of each subsequent Plan Year, as prescribed in this Section VIII.
- 8.2 Calculation of Annual Payment.
  - (a) Except as provided in Section 8.2(b), the amount of each annual payment shall be the product of:
    - (1) the average number of Base Units for the period of the three consecutive Plan Years during the period of ten consecutive Plan Years ending before the Plan Year in which the Withdrawal or Partial Withdrawal occurs in which the number of Base Units for which the Employer had an obligation to contribute to the Plan was the highest; and
    - (2) the highest contribution rate at which the Employer had an obligation to contribute to the Plan during the ten Plan Years ending with the Plan Year in which the Withdrawal or Partial Withdrawal occurred.

For the purposes of the calculation prescribed by this Section, a Partial Withdrawal described in Section 1.8(a) shall be deemed to occur on the last day of the first Plan Year in the Testing Period described in Section 1.8(a).

- (b) In the case of a Partial Withdrawal described in Section 1.8(a), the amount of each annual payment shall be the product of:
  - (1) the amount determined under Section 8.2(a); and
  - (2) the fraction determined under Section 4.1.
- 8.3 <u>Interest Assumption.</u> The determination of the Amortization Period shall be based on the actuarial interest assumption utilized by the Plan for the purpose of determining ongoing funding obligations.
- 8.4 <u>Time for Payment.</u> Each annual payment is payable in four equal installments, due quarterly. The first installment is due 60 days after the Trustees demand payment under Section 2.1. The pendency of a request for review under Section 2.2 does not alter an Employer's obligation to make Withdrawal Liability payments.
- 8.5 <u>Twenty-Year Limitation.</u> If the Amortization Period determined under this Section VIII exceeds 20 years, the Employer's Withdrawal Liability shall be limited to the first 20 annual payments (80 quarterly payments) determined under Section 8.2.

- 8.6 <u>Delinquency.</u> If an Employer fails to make a Withdrawal Liability payment when due,
  - (a) the Plan will notify the Employer of such failure; and
  - (b) the Employer must pay the delinquent sum plus interest, plus the greater of:
    - (1) interest on the delinquent sum; or
    - (2) liquidated damages of 20 percent (or such higher percentage as the law allows) of the delinquent sum.

### 8.7 Acceleration.

- (a) If a Default occurs, the entire outstanding amount of the Employer's Withdrawal Liability, plus accrued interest thereon from the first date of the Employer's Default and additional interest or liquidated damages provided under Section 8.6(b), shall become due and payable.
- (b) Forbearance by the Trustees from demanding accelerated payments under Section 8.7(a) does not constitute a waiver of their right to demand such accelerated payments at a later time.
- 8.8 <u>Collection Expenses.</u> If the Trustees utilize legal proceedings to collect Withdrawal Liability, the Employer must reimburse the Plan for all of the expenses it incurs in the collection process, including attorneys' fees.
- 8.9 <u>Interest on Delinquent Payments.</u> Interest under Sections 8.6 and 8.7 shall be determined using the interest rates applicable to unpaid contributions to the Plan, as provided in rules adopted by the Trustees.
- 8.10 <u>Prepayment.</u> An Employer may prepay the outstanding amount of any unpaid Withdrawal Liability, plus accrued interest, if any, in whole or in part, without penalty.

## SECTION IX Mass Withdrawal

- 9.1 In the event of the Withdrawal of every Employer from the Plan, or the Withdrawal of substantially all of the Employers pursuant to an agreement or arrangement to withdraw from the Plan,
  - (a) the Liability of each Employer shall be determined or redetermined and paid without regard to Sections 6.2 and 8.5; and
  - (b) notwithstanding any other provisions of these Rules, the Plan's Unfunded Vested Benefits shall be fully allocated among all such Employers.
- 9.2 Withdrawal by an Employer from the Plan during a period of three consecutive Plan Years within which substantially all the Employers that have an obligation to contribute to the Plan withdraw shall be presumed to be a Withdrawal pursuant to an agreement or arrangement for purposes of Section 9.1, unless the Employer proves otherwise to the Trustees by a preponderance of the evidence.

## SECTION X Resolution of Disputes

- 10.1 Any disputes between an Employer and the Plan concerning a determination made by the Trustees under these rules or concerning a determination that is otherwise subject to compulsory arbitration under Section 4221 of ERISA shall be resolved through arbitration. Either party may initiate the arbitration proceeding within a 60 day period after the earlier of:
  - (a) the date the Employer receives the notification described in Section 2.2(b); and
  - (b) 120 days after the date of the Employer's request under Section 2.2(a);
  - provided the Employer has first made a request under Section 2.2(a).
- 10.2 The arbitration shall be initiated and conducted in accordance with regulations promulgated by the Pension Benefit Guaranty Corporation.
- 10.3 The Plan may purchase insurance to cover the potential Liability of the arbitrator.
- 10.4 The arbitrator shall award attorneys' fees and expenses as follows:
  - (a) If the Employer prevails, the Employer must pay half of the expenses of the arbitration, including arbitrator's fees; each side shall pay its own attorneys' fees and expenses, if any.
  - (b) If the Employer does not prevail, the Employer must pay all of the expenses of the arbitration, including arbitrator's fees, and must also reimburse the Plan for its attorneys' fees and expenses.

# SECTION XI Employer Information Requests

- 11.1 An Employer may request in writing that the Plan make available to the Employer general information necessary for the Employer to compute its Withdrawal Liability with respect to the Plan (other than information that is unique to that Employer). The Plan will furnish the information for examination at the Plan's office to the Employer without charge.
- 11.2 Upon a request by an Employer for more information than that described in Section 11.1, the Trustees (or an authorized committee thereof) will determine whether to make such information available for examination at the Plan's office.
- 11.3 Upon request, copies of any documents made available under Sections 11.1 and 11.2 will be provided to the Employer for a charge of \$.25 per page.
- 11.4 If an Employer requests in writing that the Trustees make an estimate of such Employer's potential Withdrawal Liability with respect to the Plan or to provide information unique to that Employer, the Trustees may require the Employer to pay the reasonable cost of making such estimate or providing such information.

Date:	Pall 1993
	UNION TRUSTEE
Date: 10/6/05	Jeff Shall
· t	IN ON TRUSTEE
	,
Date:	Iselbut Corcione
	MANAGEMENT TRUSTEE
Date: 1//10/05	Registe
<del></del>	MANAGEMENT TOUSTEE

IN WITNESS WHEREOF the undersigned have set their hands as of the date(s) indicated

below.

#### Appendix A

- Notwithstanding any provision to the contrary, the Purchaser, in the interest of continued labor peace at the Facilities subject to this Agreement, agrees to, and hereby does, become a party to the collective bargaining agreement between Seller and effective accept a copy of which is attached hereto, and succeeds to all rights, responsibilities and liabilities of Seller with respect to such Facilities.
- The Purchaser hereby agrees to execute, within ten days of the sale, a participation agreement with the Local 1783 I.B.E.W. Pension Plan ("Plan"), and succeed to the rights, responsibilities and liabilities of Seller with respect to work at the Facilities subject to this Agreement.
- (a) The Purchaser agrees to contribute to the Plan with respect to the operations for at least the yearly average number of contribution Base Units for which the Seller had an obligation to contribute to the Plan during the last three Plan Years preceding the Plan Year in which the sale occurs. The Purchaser further agrees that it shall assume the contribution history of the Seller with respect to the Plan as if such contributions had been made by the Purchaser.
  - (b) The Purchaser shall provide to the Plan, for a period of five Plan Years commencing with the first Plan Year beginning after the sale of assets, a bond issued by a corporate surety company that is an acceptable surety for purposes of Section 412 of ERISA, or an amount held in escrow by a bank or similar financial institution satisfactory to the Plan, in an amount equal to the greater of:
    - (i) the average annual contribution required to be made by the Seller with respect to the operations under the Plan for the three Plan Years preceding the Plan Year in which the sale of the Seller's assets occurs; or
    - (ii) the annual contribution that the Seller was required to make with respect to the operations under the Plan for the last Plan Year before the Plan Year in which the sale of the assets occurs;

which bond or escrow shall be paid to the Plan if the Purchaser withdraws in a Withdrawal or Partial Withdrawal from the Plan, or fails to make a contribution to the Plan when due, at any time during the first five Plan Years beginning after such sale. The amount of the bond shall be doubled if during the Plan Year in which the sale takes place, the Plan is in reorganization under Section 4241 of ERISA.

4. If the Purchaser withdraws in a Withdrawal or Partial Withdrawal during the first five Plan Years following the sale, the Seller shall be secondarily liable for any Withdrawal Liability it would have had to the Plan with respect to the operations if the Liability of the Purchaser with respect to the Plan is not paid.

#### 5. If the Purchaser:

.#A

- (a) withdraws before the last day of the fifth Plan Year beginning after the sale; and
- (b) fails to make any Withdrawal Liability payment when due then the Seller shall pay to the Plan an amount equal to the payments that would have been due from the Seller.
- 6. If all, or substantially all, of the Seller's assets are distributed, or if the Seller is liquidated before the end of the fifth Plan Year described in Section 3(b), then the Seller shall provide a bond or an amount in escrow equal to the present value of the Withdrawal Liability that the Seller would have had but for this Agreement.
- 7: If only a portion of the Seller's assets are distributed during such period, then a bond or escrow shall be provided in accordance with regulations prescribed by the Pension Benefit Guaranty Corporation.

Version Updates v20220701p

Version Date updated

v20220701p 07/01/2022

# **TEMPLATE 1**Form 5500 Projection

File name: Template 1 Plan Name, where "Plan Name" is an abbreviated version of the plan name.

v20220701p

For an additional submission due to merger under § 4262.4(f)(1)(ii): *Template 1 Plan Name Merged*, where "Plan Name Merged" is an abbreviated version of the plan name for the separate plan involved in the merger.

For the 2018 plan year until the most recent plan year for which the Form 5500 is required to be filed by the filing date of the initial application, provide the projection of expected benefit payments as required to be attached to the Form 5500 Schedule MB if the response to line 8b(1) of the Form 5500 Schedule MB should be "Yes."

I E II ( II ( I ORUMIII OI )					
Abbreviated Plan Name:	Local 1783 IBEW PF				
EIN:	13-1889643				
PN:	001				

			Complete for each Form 5500 that has been filed prior to the date the SFA application is submitted*.					
Plan Year Start Date Plan Year End Date	2018 Form 5500 01/01/2018 12/31/2018	2019 Form 5500 01/01/2019 12/31/2019	2020 Form 5500 01/01/2020 12/31/2020	2021 Form 5500 01/01/2021 12/31/2021	2022 Form 5500	2023 Form 5500	2024 Form 5500	2025 Form 5500
Plan Year				Expected Bene	efit Payments			
2018	\$2,614,300	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2019	\$2,653,500	\$2,227,400	N/A	N/A	N/A	N/A	N/A	N/A
2020	\$2,693,400	\$2,260,800	\$2,292,759	N/A	N/A	N/A	N/A	N/A
2021	\$2,733,200	\$2,294,700	\$2,315,687	\$2,362,450	N/A	N/A	N/A	N/A
2022	\$2,774,800	\$2,329,200	\$2,338,843	\$2,386,075		N/A	N/A	N/A
2023	\$2,816,500	\$2,361,100	\$2,362,232	\$2,409,935			N/A	N/A
2024	\$2,858,400	\$2,399,500	\$2,385,854	\$2,434,035				N/A
2025	\$2,901,500	\$2,435,500	\$2,409,713	\$2,458,375				
2026	\$2,945,100	\$2,472,300	\$2,433,810	\$2,482,959				
2027	\$2,989,200	\$2,509,200	\$2,458,148	\$2,507,788				
2028	N/A	\$2,546,800	\$2,482,729	\$2,532,866				
2029	N/A	N/A	\$2,507,557	\$2,558,195				
2030	N/A	N/A	N/A	\$2,583,777				
2031	N/A	N/A	N/A	N/A				
2032	N/A	N/A	N/A	N/A	N/A			
2033	N/A	N/A	N/A	N/A	N/A	N/A		
2034	N/A	N/A	N/A	N/A	N/A	N/A	N/A	

<sup>\*</sup> Adjust column headers as may be needed due to any changes in the plan year since 2018 and provide supporting explanation. For example, assume the plan has a calendar year plan year, but effective 10/1/2019 the plan year is changed to begin on October 1. For 2019 there will be two 2019 Forms - one for the short plan year from 1/1/2019 to 9/30/2019, and another for the plan year 10/1/2019 to 9/30/2020. For this example, modify the table to show a separate column for each of the separate Forms 5500, and identify the plan year period for each filing.

Version Updates v20220701p

Version Date updated

V20220701p 07/01/2022

#### **TEMPLATE 3**

#### **Historical Plan Information**

File name: Template 3 Plan Name, where "Plan Name" is an abbreviated version of the plan name.

For additional submission due to merger under § 4262.4(f)(1)(ii): *Template 3 Plan Name Merged*, where "Plan Name Merged" is an abbreviated version of the plan name for the separate plan involved in the merger.

v20220701p

Provide historical plan information for the 2010 plan year through the plan year immediately preceding the date the plan's initial application was filed that separately identifies: total contributions, total contribution base units (including identification of the base unit used (i.e., hourly, weekly)), average contribution rates, and number of active participants at the beginning of each plan year. Also show separately for each of the plan years in the same period all other sources of non-investment income, including, if applicable, withdrawal liability payments collected, reciprocity contributions (if applicable), additional contributions from the rehabilitation plan (if any), and other identifiable contribution streams.

If the sum of all contributions and withdrawal liabilities shown on this table does not equal the amount shown as contributions credited to the funding standard account on the plan year Schedule MB of Form 5500, include an explanation as a footnote to this table.

#### PLAN INFORMATION

Abbreviated Plan Name:	Local 1783 IBEW PF		
EIN:	13-1889643		
PN:	001		

Unit (e.g. hourly,	weekly
weekly)	WCCKIY

All Other Sources of Non-Investment Income

Plan Year (in order from oldest to most recent)	Plan Year Start Date	Plan Year End Date	Total Contributions*	Total Contribution Base Units	Average Contribution Rate	Reciprocity Contributions (if applicable)	Additional Rehab Plan Contributions (if applicable)	Other - Explain if Applicable	Withdrawal Liability Payments Collected	Number of Active Participants at Beginning of Plan Year
2010	01/01/2010	12/31/2010	\$666,990	15,195	\$43.90					323
2011	01/01/2011	12/31/2011	\$429,606	7,430	\$57.82					303
2012	01/01/2012	12/31/2012	\$346,489	7,520	\$46.08				\$3,187,355.00	155
2013	01/01/2013	12/31/2013	\$345,678	7,078	\$48.84					153
2014	01/01/2014	12/31/2014	\$348,311	6,667	\$52.24					143
2015	01/01/2015	12/31/2015	\$273,552	5,188	\$52.73				\$191,830.00	142
2016	01/01/2016	12/31/2016	\$273,803	5,141	\$53.26				\$40,169.00	99
2017	01/01/2017	12/31/2017	\$254,417	4,784	\$53.18				\$117,745.00	102
2018	01/01/2018	12/31/2018	\$253,113	4,631	\$54.66					92
2019	01/01/2019	12/31/2019	\$277,120	4,851	\$56.51					96
2020	01/01/2020	12/31/2020	\$242,203	3,745	\$64.67					92
2021	01/01/2021	12/31/2021	\$284,746	3,644	\$78.14				\$323,435.00	73
2022	01/01/2022	12/31/2022	\$175,953	3,894	\$51.61				\$24,140.00	72

<sup>\*</sup> Total contributions shown here should be contributions based upon CBUs and should not include items separately shown in any columns under "All Other Sources of Non-Investment Income."

**TEMPLATE 4A** v20221102p

#### SFA Determination - under the "basic method" for all plans, and under the "increasing assets method" for MPRA plans

File name: Template 4A Plan Name, where "Plan Name" is an abbreviated version of the plan name.

If submitting additional information due to a merger under § 4262.4(f)(1)(ii): *Template 4A Plan Name Merged*, where "Plan Name Merged" is an abbreviated version of the plan name for the separate plan involved in the merger.

If submitting additional information due to certain events with limitations under § 4262.4(f)(1)(i): *Template 4A Plan Name Add*, where "Plan Name" is an abbreviated version of the plan name.

If submitting a supplemented application under § 4262.4(g)(6): Template 4A Supp Plan Name, where "Plan Name" is an abbreviated version of the plan name.

Instructions for Section C, Item (4) of the Instructions for Filing Requirements for Multiemployer Plans Applying for Special Financial Assistance:

IFR filers submitting a supplemented application should see Addendum C for more information.

MPRA plans using the "increasing assets method" should see Addendum D for more information.

For all plans, provide information used to determine the amount of SFA under the "basic method" described in § 4262.4(a)(1).

For MPRA plans, also provide information used to determine the amount of SFA under the "increasing assets method" described in § 4262.4(a)(2)(i).

The information to be provided is:

NOTE: All items below are provided on Sheet '4A-4 SFA Details .4(a)(1)' unless otherwise indicated.

- a. The amount of SFA calculated using the "basic method", determined as a lump sum as of the SFA measurement date.
- b. Non-SFA interest rate required under § 4262.4(e)(1) of PBGC's SFA regulation, including supporting details on how it was determined. [Sheet: 4A-1 Interest Rates]
- c. SFA interest rate required under § 4262.4(e)(2) of PBGC's SFA regulation, including supporting details on how it was determined. [Sheet: 4A-1 Interest Rates]
- d. Fair market value of assets as of the SFA measurement date. This amount should include any assets at the SFA measurement date attributable to financial assistance received by the plan under section 4261 of ERISA, but should not reflect a payable for amounts owed to PBGC for all amounts of such financial assistance received by the plan.

- e. For each plan year in the period beginning on the SFA measurement date and ending on the last day of the last plan year ending in 2051 (the "SFA coverage period"):
  - i. Separately identify the projected amount of contributions, projected withdrawal liability payments reflecting a reasonable allowance for amounts considered uncollectible, and other payments expected to be made to the plan (excluding the amount of financial assistance under section 4261 of ERISA and SFA to be received by the plan).
  - ii. Identify the benefit payments described in § 4262.4(b)(1) (including any benefits that were restored under 26 CFR 1.432(e)(9)-(1)(e)(3) and excluding the payments in e.iii. below), separately for current retirees and beneficiaries, current terminated vested participants not yet in pay status, current active participants, and new entrants.

[Sheet: 4A-2 SFA Ben Pmts]

Identify total benefit payments paid and expected to be paid from projected SFA assets separately from total benefit payments paid and expected to be paid from non-SFA assets after the projected SFA assets are fully exhausted.

- iii. Separately identify the make-up payments described in § 4262.4(b)(1) attributable to the reinstatement of benefits under § 4262.15 that were previously suspended through the SFA measurement date.

  [Also see applicable examples in Section C, Item (4)e.iii. of the SFA instructions.]
- iv. Separately identify administrative expenses paid and expected to be paid (excluding the amount owed PBGC under section 4261 of ERISA) for premiums to PBGC and for all other administrative expenses.

[Sheet: 4A-3 SFA Pcount and Admin Exp]

Identify total administrative expenses paid and expected to be paid from projected SFA assets separately from total administrative expenses paid and expected to be paid from non-SFA assets after the projected SFA assets are fully exhausted.

- v. Provide the projected total participant count at the beginning of each year. [Sheet: 4A-3 SFA Pcount and Admin Exp]
- vi. Provide the projected investment income earned by assets not attributable to SFA based on the non-SFA interest rate in b. above and the projected fair market value of non-SFA assets at the end of each plan year.
- vii. Provide the projected investment income earned by assets attributable to SFA based on the SFA interest rate in c. above (excluding investment returns for the plan year in which the sum of annual projected benefit payments and administrative expenses for the year exceeds the beginning-of-year projected SFA assets) and the projected fair market value of SFA assets at the end of each plan year.
- f. The projected SFA exhaustion year. This is the first day of the plan year in which the sum of annual projected benefit payments and administrative expenses for the year exceeds the beginning-of-year projected SFA assets. Note this date is only required for the calculation method under which the requested amount of SFA is determined.

#### Additional instructions for each individual worksheet:

Sheet

#### 4A-1 SFA Determination - non-SFA Interest Rate and SFA Interest Rate

See instructions on 4A-1 Interest Rates.

#### 4A-2 SFA Determination - Benefit Payments for the "basic method" for all plans, and for the "increasing assets method" for MRPA plans

This sheet is not required for an IFR filer submitting a supplemented application under  $\S$  4262.4(g)(6) if the total projected benefit payments are the same as those used in the application approved under the interim final rule.

On this sheet, you will provide:

- --Basic plan information (plan name, EIN/PN, SFA measurement date), and
- --Year-by-year deterministic projection of benefit payments.

For each plan year in the period beginning on the SFA measurement date and ending on the last day of the last plan year ending in 2051 (the "SFA coverage period"), identify benefit payments described in § 4262.4(b)(1) for current retirees and beneficiaries, current terminated vested participants not yet in pay status, currently active participants, and new entrants. Projected benefit payments should be entered based on current participant status as of the SFA census date. On this Sheet 4A-2, show all benefit payments as positive amounts.

If the plan has suspended benefit payments under sections 305(e)(9) or 4245(a) of ERISA, the benefit payments in this Sheet 4A-2 projection should reflect prospective reinstatement of benefits assuming such reinstatements commence as of the SFA measurement date. If the plan restored or partially restored benefits under 26 CFR 1.432(e)(9)-1(e)(3) before the SFA measurement date, the benefit payments in this Sheet 4A-2 should reflect fully restored prospective benefits.

Make-up payments to be paid to restore <u>previously</u> suspended benefits should <u>not</u> be included in this Sheet 4A-2, and are separately shown in Sheet 4A-4.

Except for the first row in the projection exhibit, each row must include the full plan year of the indicated information up to the plan year ending in 2051. The first row in the projection period is for the period beginning on the SFA measurement date and ending on the last day of the plan year containing the SFA measurement date, so the first row may contain less than a full plan year of information. For all other periods, provide the full plan year of information up to the plan year ending in 2051.

## 4A-3 SFA Determination - Participant Count and Administrative Expenses for the "basic method" for all plans, and for the "increasing assets method" for MPRA plans

This sheet is not required for an IFR filer submitting a supplemented application under  $\S$  4262.4(g)(6).

On this sheet, you will provide:

- --Basic plan information (plan name, EIN/PN, SFA measurement date), and
- --Year-by-year deterministic projection of participant count and administrative expenses.

For each plan year in the period beginning on the SFA measurement date and ending on the last day of the last plan year ending in 2051 (the "SFA coverage period"), identify the projected total participant count at the beginning of each year, as well as administrative expenses, separately for premiums to PBGC and for all other administrative expenses. On this Sheet 4A-3, show all administrative expenses as positive amounts. Total expenses should match the amounts shown on 4A-4 and 4A-5.

Any amounts owed to PBGC for financial assistance under section 4261 of ERISA should not be included in this Sheet 4A-3.

Except for the first row in the projection exhibit, each row must include the full plan year of the indicated information up to the plan year ending in 2051. The first row in the projection period is for the period beginning on the SFA measurement date and ending on the last day of the plan year containing the SFA measurement date, so the first row may contain less than a full plan year of information. For all other periods, provide the full plan year of information up to the plan year ending in 2051.

#### 4A-4 SFA Determination - Details for the "basic method" under § 4262.4(a)(1) for all plans

On this sheet, you will provide:

- --Basic plan information (plan name, EIN/PN, SFA measurement date, non-SFA interest rate, SFA interest rate),
- --MPRA plan status and, if applicable, certain MPRA information,
- --Fair Market Value of Assets as of the SFA measurement date,
- --SFA Amount as of the SFA measurement date calculated under the "basic method",
- --Projected SFA exhaustion year (only if the requested amount of SFA is determined under the "basic method"), and
- --Year-by-year deterministic projection.

For each plan year in the period beginning on the SFA measurement date and ending on the last day of the last plan year ending in 2051 (the "SFA coverage period"), provide each of the items requested in Columns (1) through (12). Show payments INTO the plan as positive amounts and payments OUT of the plan as negative amounts.

If the plan has suspended benefit payments under sections 305(e)(9) or 4245(a) of ERISA, Column (5) should show the make-up payments to be paid to restore the previously suspended benefits. These amounts should be determined as if such make-up payments are paid beginning as of the SFA measurement date. If the plan sponsor elects to pay these amounts as a lump sum, then the lump sum amount is assumed paid as of the SFA measurement date. If the plan sponsor elects to pay equal installments over 60 months, the first monthly payment is assumed paid on the first regular payment date on or after the SFA measurement date. See the examples in the SFA Instructions. If the make-up payments are paid over 60 months, each row in the projection should reflect the monthly payments for that period. The prospective reinstatement of suspended benefits is included in Column (4); Column (5) is only for make-up payments for past benefits that were suspended.

Except for the first row in the projection exhibit, each row must include the full plan year of the indicated information up to the plan year ending in 2051. The first row in the projection period is for the period beginning on the SFA measurement date and ending on the last day of the plan year containing the SFA measurement date, so the first row may contain less than a full plan year of information. For all other periods, provide the full plan year of information up to the plan year ending in 2051.

#### 4A-5 SFA Determination - Details for the "increasing assets method" under § 4262.4(a)(2)(i) for MPRA plans

This sheet is to only be used by MPRA plans. For such plans, this sheet should be completed in addition to Sheet 4A-4.

On this sheet, you will provide:

- --Basic plan information (plan name, EIN/PN, SFA measurement date, non-SFA interest rate, SFA interest rate),
- --MPRA plan status, and if applicable, certain MPRA information,
- --Fair Market Value of Assets as of the SFA measurement date,
- --SFA Amount as of the SFA measurement date calculated under the "increasing assets method",
- --Projected SFA exhaustion year (only if the requested amount of SFA is determined under the "increasing assets method"), and
- --Year-by-year deterministic projection.

This sheet is identical to Sheet 4A-4, and the information in Columns (1) through (6) should be the same as that used in the "basic method" calculation in Sheet 4A-4. The SFA Amount as of the SFA Measurement Date will differ from that calculated in Sheet 4A-4, as it will be calculated in accordance with § 4262.4(a)(2)(i) as the lowest whole dollar amount (not less than \$0) for which, as of the last day of each plan year during the SFA coverage period, projected SFA assets and projected non-SFA assets are both greater than or equal to zero, and, as of the last day of the SFA coverage period, the sum of projected SFA assets and projected non-SFA assets is greater than the amount of such sum as of the last day of the immediately preceding plan year.

#### **Version Updates (newest version at top)**

Version	Date updated	
v20221102p	11/02/2022	Added clarifying instructions for 4A-2 and 4A-3
v20220802p	08/02/2022	Cosmetic changes to increase the size of some rows
v20220701p	07/01/2022	

### **TEMPLATE 4A - Sheet 4A-1** v20221102p

### SFA Determination - non-SFA Interest Rate and SFA Interest Rate

Provide the non-SFA interest rate and SFA interest rate used, including supporting details on how they were determined.

<b>PLAN</b>	<b>INFORMATION</b>
-------------	--------------------

Abbreviated Plan Name:	Local 1783 IBEW PF	
EIN:	13-1889643	
PN:	001	
Initial Application Date:	03/11/2023	
SFA Measurement Date:	12/31/2022	For a plan other than a plan described in § 4262.4(g) (i.e., for a plan that has <u>not</u> filed an initial application under PBGC's interim final rule), the last day of the third calendar month immediately preceding the plan's initial application date.  For a plan described in § 4262.4(g) (i.e., for a plan that filed an initial application prior to publication of the final rule), the last day of the calendar quarter immediately preceding the plan's initial application date.
Last day of first plan year ending after the measurement date:	12/31/2023	

Non-SFA Interest Rate Used:	5.85%	Rate used in projection of non-SFA assets.
SFA Interest Rate Used:	3.77%	Rate used in projection of SFA assets.

### Development of non-SFA interest rate and SFA interest rate:

Plan Interest Rate:	7.250/	Interest rate used for the funding standard account projections in the plan's		
rian interest Rate.	1.25%	most recently completed certification of plan status before 1/1/2021.		

Corresponding ERISA Section 303(h)(2)(C)(i), (ii), and (iii) rates disregarding modifications made under clause (iv) of such section.

	Month Year	(i)	(ii)	(iii)			
Month in which plan's initial application is filed, and corresponding segment rates (leave (i), (ii), and (iii) blank if the IRS Notice for this month has not yet been issued):	March 2023	2.50%	3.83%	4.06%	24-month average segment rates without regard to interest rate stabilization rules. These rates are issued by IRS each month. For example, the		
1 month preceding month in which plan's initial application is filed, and corresponding segment rates:	February 2023	2.31%	3.72%	4.00%	applicable segment rates for August 2021 are 1.13%, 2.70%, and 3.38%. Those rates were issued in <u>IRS Notice 21-50</u> on August 16, 2021 (see page 2 of notice under the heading "24-		
2 months preceding month in which plan's initial application is filed, and corresponding segment rates:	January 2023	2.13%	3.62%	3.93%	Month Average Segment Rates Without 25-Year Average Adjustment").  They are also available on IRS' Funding Yield		
3 months preceding month in which plan's initial application is filed, and corresponding segment rates:	December 2022	1.95%	3.50%	3.85%	Curve Segment Rate Tables web page (See Funding Table 3 under the heading "24-Month Average Segment Rates Not Adjusted").		
Non-SFA Interest Rate Limit (lowest 3rd segment in	s):		5.85%	This amount is calculated based on the other information entered above.			
Non-SFA Interest Rate Calculation (lesser of Plan Interest Rate and Non-SFA Interest Rate Limit):	5.85%	This amount is calculated based on the other information entered above.					
Non-SFA Interest Rate Match Check:	Match	If the non-SFA Interest Rate Calculation is not equal to the non-SFA Interest Rate Used, provide explanation below.					

SFA Interest Rate Limit (lowest average of the 3 se	egment rates plus 67 basis	3.77%	This amount is calculated based on the other information entered.				
SFA Interest Rate Calculation (lesser of Plan Interest Rate and SFA Interest Rate Limit):	3.77%	This amount is calculated based on the other information entered above.					
SFA Interest Rate Match Check:	Match	If the SFA Interest Rate Calculation is not equal to the SFA Interest Rate Used, provide explanation below.					

SFA Determination - Benefit Payments for the "basic method" for all plans, and for the "increasing assets method" for MRPA plans

See Template 4A Instructions for Additional Instructions for Sheet 4A-2.

Abbreviated Plan Name:	Local 1783 IBEW PF	
EIN:	13-1889643	
PN:	001	
SFA Measurement Date:	12/31/2022	

		On this Sheet, show all benefit payment amounts as positive amounts.						
SFA Measurement Date / Plan Year Start Date Plan Year End Date		PROJECT	ED BENEFIT PAYME	NTS for:				
	Plan Year End Date	Current Retirees and Beneficiaries in Pay Status	Current Terminated Vested Participants	Current Active Participants	New Entrants	Total		
12/31/2022	12/31/2023	\$2,341,597	\$618,716	\$254,300	\$0	\$3,214,613		
01/01/2024	12/31/2024	\$2,267,393	\$556,808	\$328,103	\$0	\$3,152,304		
01/01/2025	12/31/2025	\$2,185,266	\$750,302	\$370,309	\$0	\$3,305,877		
01/01/2026	12/31/2026	\$2,090,836	\$987,340	\$458,711	\$0	\$3,536,887		
01/01/2027	12/31/2027	\$1,998,301	\$1,139,331	\$493,704	\$0	\$3,631,336		
01/01/2028	12/31/2028	\$1,909,965	\$1,291,375	\$540,235	\$97	\$3,741,672		
01/01/2029	12/31/2029	\$1,819,804	\$1,416,380	\$582,391	\$109	\$3,818,684		
01/01/2030	12/31/2030	\$1,728,108	\$1,564,633	\$657,865	\$196	\$3,950,802		
01/01/2031	12/31/2031	\$1,635,197	\$1,698,852	\$684,212	\$261	\$4,018,522		
01/01/2032	12/31/2032	\$1,541,440	\$1,770,232	\$680,363	\$344	\$3,992,379		
01/01/2033	12/31/2033	\$1,447,251	\$1,836,016	\$775,017	\$23,425	\$4,081,709		
01/01/2034	12/31/2034	\$1,353,078	\$1,906,704	\$794,880	\$25,905	\$4,080,567		
01/01/2035	12/31/2035	\$1,259,395	\$1,970,155	\$834,619	\$31,665	\$4,095,834		
01/01/2036	12/31/2036	\$1,166,666	\$2,013,855	\$819,984	\$37,581	\$4,038,086		
01/01/2037	12/31/2037	\$1,075,351	\$2,044,936	\$802,321	\$43,165	\$3,965,773		
01/01/2038	12/31/2038	\$985,888	\$2,041,030	\$781,679	\$46,150	\$3,854,747		
01/01/2039	12/31/2039	\$898,678	\$2,066,683	\$814,512	\$50,666	\$3,830,539		
01/01/2040	12/31/2040	\$814,122	\$2,069,556	\$851,420	\$60,414	\$3,795,512		
01/01/2041	12/31/2041	\$732,644	\$2,061,765	\$872,476	\$65,511	\$3,732,396		
01/01/2042	12/31/2042	\$654,670	\$2,048,600	\$861,963	\$68,934	\$3,634,167		
01/01/2043	12/31/2043	\$580,611	\$2,029,056	\$848,750	\$98,480	\$3,556,897		
01/01/2044	12/31/2044	\$510,841	\$1,967,293	\$863,757	\$110,787	\$3,452,678		
01/01/2045	12/31/2045	\$445,680	\$1,889,520	\$827,459	\$121,538	\$3,284,197		
01/01/2046	12/31/2046	\$385,396	\$1,823,473	\$838,047	\$134,338	\$3,181,254		
01/01/2047	12/31/2047	\$330,202	\$1,749,690	\$818,238	\$144,538	\$3,042,668		
01/01/2048	12/31/2048	\$280,229	\$1,682,996	\$840,597	\$151,457	\$2,955,279		
01/01/2049	12/31/2049	\$235,509	\$1,608,371	\$809,347	\$159,009	\$2,812,236		
01/01/2050	12/31/2050	\$195,973	\$1,524,748	\$771,210	\$175,139	\$2,667,070		
01/01/2051	12/31/2051	\$161,460	\$1,451,700	\$731,407	\$187,425	\$2,531,992		

**TEMPLATE 4A - Sheet 4A-3** 

SFA Determination - Participant Count and Administrative Expenses for the "basic method" for all plans, and for the "increasing assets method" for MPRA plans

See Template 4A Instructions for Additional Instructions for Sheet 4A-3.

### PLAN INFORMATION

Abbreviated Plan Name:	Local 1783 IBEW PF	
EIN:	13-1889643	
PN:	001	
SFA Measurement Date:	12/31/2022	

On this Sheet, show all administrative expense amounts as positive amounts

			PROJECTED ADMINISTRATIVE EXPENSES for:				
SFA Measurement Date / Plan Year Start Date	Plan Year End Date	Total Participant Count at Beginning of Plan Year	PBGC Premiums	Other	Total		
12/31/2022	12/31/2023	853	\$29,855	\$395,145	\$425,000		
01/01/2024	12/31/2024	847	\$30,492	\$404,071	\$434,563		
01/01/2025	12/31/2025	841	\$31,117	\$413,223	\$444,340		
01/01/2026	12/31/2026	834	\$30,858	\$423,480	\$454,338		
01/01/2027	12/31/2027	824	\$31,312	\$433,248	\$464,560		
01/01/2028	12/31/2028	814	\$31,746	\$443,267	\$475,013		
01/01/2029	12/31/2029	804	\$32,160	\$453,541	\$485,701		
01/01/2030	12/31/2030	794	\$32,554	\$464,075	\$496,629		
01/01/2031	12/31/2031	782	\$40,664	\$474,959	\$515,623		
01/01/2032	12/31/2032	768	\$40,704	\$486,378	\$527,082		
01/01/2033	12/31/2033	754	\$40,716	\$498,079	\$538,795		
01/01/2034	12/31/2034	745	\$41,720	\$509,101	\$550,821		
01/01/2035	12/31/2035	731	\$41,667	\$521,395	\$563,062		
01/01/2036	12/31/2036	719	\$41,702	\$533,894	\$575,596		
01/01/2037	12/31/2037	705	\$41,595	\$546,792	\$588,387		
01/01/2038	12/31/2038	690	\$42,090	\$536,122	\$578,212		
01/01/2039	12/31/2039	674	\$41,788	\$532,793	\$574,581		
01/01/2040	12/31/2040	659	\$42,176	\$527,151	\$569,327		
01/01/2041	12/31/2041	645	\$41,925	\$517,934	\$559,859		
01/01/2042	12/31/2042	629	\$41,514	\$503,611	\$545,125		
01/01/2043	12/31/2043	613	\$41,684	\$491,851	\$533,535		
01/01/2044	12/31/2044	596	\$41,124	\$476,778	\$517,902		
01/01/2045	12/31/2045	580	\$41,180	\$451,450	\$492,630		
01/01/2046	12/31/2046	562	\$41,026	\$436,162	\$477,188		
01/01/2047	12/31/2047	545	\$40,330	\$416,070	\$456,400		
01/01/2048	12/31/2048	526	\$39,976	\$403,316	\$443,292		
01/01/2049	12/31/2049	508	\$39,624	\$382,211	\$421,835		
01/01/2050	12/31/2050	489	\$38,631	\$361,430	\$400,061		
01/01/2051	12/31/2051	469	\$37,989	\$341,810	\$379,799		

### SFA Determination - Details for the "basic method" under § 4262.4(a)(1) for all plans

See Template 4A Instructions for Additional Instructions for Sheet 4A-4.

PLAN INFORMATION	N .	
Abbreviated Plan Name:	Local 1783 IBEW PF	
EIN:	13-1889643	
PN:	001	
MPRA Plan?	No	Meets the definition of a MPRA plan described in § 4262.4(a)(3)?
If a MPRA Plan, which method yields the greatest amount of SFA?		MPRA increasing assets method described in § 4262.4(a)(2)(i).  MPRA present value method described in § 4262.4(a)(2)(ii).
SFA Measurement Date:	12/31/2022	
Fair Market Value of Assets as of the SFA Measurement Date:	\$18,185,293	
SFA Amount as of the SFA Measurement Date under the method calculated in this Sheet:	\$42,214,659	Per § 4262.4(a)(1), the lowest whole dollar amount (not less than \$0) for which, as of the last day of each plan year during the SFA coverage period, projected SFA assets and projected non-SFA assets are both greater than or equal to zero.
Projected SFA exhaustion year:	2035	Only required on this sheet if the requested amount of SFA is based on the "basic method". Plan Year Start Date of the plan year in which the sum of annual projected benefit payments and administrative expenses for the year exceeds the beginning-of-year projected SFA assets.
Non-SFA Interest Rate:	5.85%	
SFA Interest Rate:	3.77%	

	On this Sheet, show payments INTO the plan as positive amounts, and payments OUT of the plan as negative amounts.											
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
r End Date	Contributions	Withdrawal Liability Payments	Other Payments to Plan B (excluding financial assistance and SFA)	•	Make-up Payments Attributable to Reinstatement of Benefits Suspended through the SFA Measurement Date	(excluding amount owed PBGC under 4261 of ERISA; should match	Benefit Payments (from (4) and (5)) and Administrative Expenses (from (6)) Paid from SFA Assets		Projected SFA Assets at End of Plan Year (prior year assets + (7) + (8))	Benefit Payments (from (4) and (5)) and Administrative Expenses (from (6)) Paid from Non- SFA Assets		Projected Non-SFA Assets at End of Plan Year (prior year assets + (1) + (2) + (3) + (10) + (11))
1/2023	\$197,491	\$14,484		-\$3,214,613		-\$425,000	-\$3,639,613	\$1,516,145	\$40,091,192	\$0	\$1,069,499	\$19,466,76
1/2024	\$191,566	\$23,446		-\$3,152,304		-\$434,563	-\$3,586,867	\$1,439,970	\$37,944,296	\$0	\$1,144,741	\$20,826,51
1/2025	\$185,819	\$29,717		-\$3,305,877		-\$444,340	-\$3,750,217	\$1,355,746	\$35,549,825	\$0	\$1,224,361	\$22,266,41
1/2026	\$180,244	\$33,973		-\$3,536,887		-\$454,338	-\$3,991,225	\$1,260,612	\$32,819,212	\$0	\$1,308,602	\$23,789,23
1/2027	\$174,837	\$38,258		-\$3,631,336		-\$464,560	-\$4,095,896	\$1,155,575	\$29,878,891	\$0	\$1,397,699	\$25,400,03
1/2028	\$169,592	\$42,581		-\$3,741,672		-\$475,013	-\$4,216,685	\$1,042,305	\$26,704,511	\$0	\$1,491,948	\$27,104,15
1/2029	\$164,504	\$46,629		-\$3,818,684		-\$485,701	-\$4,304,385	\$920,884	\$23,321,010	\$0	\$1,591,651	\$28,906,93
1/2030	\$159,569	\$48,517		-\$3,950,802		-\$496,629	-\$4,447,431	\$790,456	\$19,664,035	\$0	\$1,697,052	\$30,812,07
1/2031	\$154,782	\$52,305		-\$4,018,522		-\$515,623	-\$4,534,145	\$650,886	\$15,780,776	\$0	\$1,808,513	\$32,827,67
1/2032	\$150,138	\$56,139		-\$3,992,379		-\$527,082	-\$4,519,461	\$504,822	\$11,766,137	\$0	\$1,926,441	\$34,960,39
1/2033	\$148,637	\$60,024		-\$4,081,709		-\$538,795	-\$4,620,504	\$351,455	\$7,497,088	\$0	\$2,051,306	\$37,220,35
1/2034	\$147,151	\$60,024		-\$4,080,567		-\$550,821	-\$4,631,388	\$190,329	\$3,056,029	\$0	\$2,183,475	\$39,611,00
1/2035	\$145,679	\$61,928		-\$4,095,834		-\$563,062	-\$3,056,029	\$0	\$0	-\$1,602,867	\$2,304,761	\$40,520,50
1/2036	\$144,222	\$61,928		-\$4,038,086		-\$575,596	\$0	\$0	\$0	-\$4,613,682	\$2,234,405	\$38,347,38
1/2037	\$142,780	\$63,807		-\$3,965,773		-\$588,387	\$0	\$0	\$0	-\$4,554,160	\$2,109,239	\$36,109,04
1/2038	\$141,352	\$63,807		-\$3,854,747		-\$578,212	\$0	\$0	\$0	-\$4,432,959	\$1,982,016	\$33,863,26
1/2039	\$139,939	\$65,669		-\$3,830,539		-\$574,581	\$0	\$0	\$0	-\$4,405,120	\$1,851,525	\$31,515,27
1/2040	\$138,539	\$67,524		-\$3,795,512		-\$569,327	\$0	\$0	\$0	-\$4,364,839	\$1,715,437	\$29,071,93
1/2041	\$137,154	\$67,524		-\$3,732,396		-\$559,859	\$0	\$0	\$0	-\$4,292,255	\$1,574,699	\$26,559,06
1/2042	\$135,782	\$50,057		-\$3,634,167		-\$545,125	\$0	\$0	\$0	-\$4,179,292	\$1,430,502	\$23,996,11
1/2043	\$134,425	\$50,057		-\$3,556,897		-\$533,535	\$0	\$0	\$0	-\$4,090,432	\$1,283,268	\$21,373,42
1/2044	\$133,080	\$47,780		-\$3,452,678		-\$517,902	\$0	\$0	\$0	-\$3,970,580	\$1,133,411	\$18,717,12
1/2045	\$131,750	\$41,508		-\$3,284,197		-\$492,630	\$0	\$0	\$0	-\$3,776,827	\$983,717	\$16,097,26
1/2046	\$130,432	\$39,110		-\$3,181,254		-\$477,188	\$0	\$0	\$0	-\$3,658,442	\$833,978	\$13,442,34
1/2047	\$129,128	\$34,825		-\$3,042,668		-\$456,400	\$0	\$0	\$0	-\$3,499,068	\$683,379	\$10,790,61
1/2048	\$127,837	\$32,348		-\$2,955,279		-\$443,292	\$0	\$0	\$0	-\$3,398,571	\$531,222	\$8,083,44
1/2049	\$126,558	\$28,301		-\$2,812,236		-\$421,835	\$0	\$0	\$0	-\$3,234,071	\$377,734	\$5,381,96
1/2050	\$125,293	\$26,412		-\$2,667,070		-\$400,061	\$0	\$0	\$0	-\$3,067,131	\$224,734	\$2,691,27
1/2051	\$124,040	\$24,471		-\$2,531,992		-\$379,799	\$0	\$0	\$0	-\$2,911,791	\$72,005	\$
1/2047 1/2048 1/2049 1/2050		\$129,128 \$127,837 \$126,558 \$125,293	\$129,128 \$34,825 \$127,837 \$32,348 \$126,558 \$28,301 \$125,293 \$26,412	\$129,128 \$34,825 \$127,837 \$32,348 \$126,558 \$28,301 \$125,293 \$26,412	\$129,128 \$34,825 -\$3,042,668 \$127,837 \$32,348 -\$2,955,279 \$126,558 \$28,301 -\$2,812,236 \$125,293 \$26,412 -\$2,667,070	\$129,128 \$34,825 -\$3,042,668 \$127,837 \$32,348 -\$2,955,279 \$126,558 \$28,301 -\$2,812,236 \$125,293 \$26,412 -\$2,667,070	\$129,128       \$34,825       -\$3,042,668       -\$456,400         \$127,837       \$32,348       -\$2,955,279       -\$443,292         \$126,558       \$28,301       -\$2,812,236       -\$421,835         \$125,293       \$26,412       -\$2,667,070       -\$400,061	\$129,128       \$34,825       -\$3,042,668       -\$456,400       \$0         \$127,837       \$32,348       -\$2,955,279       -\$443,292       \$0         \$126,558       \$28,301       -\$2,812,236       -\$421,835       \$0         \$125,293       \$26,412       -\$2,667,070       -\$400,061       \$0	\$129,128       \$34,825       -\$3,042,668       -\$456,400       \$0       \$0         \$127,837       \$32,348       -\$2,955,279       -\$443,292       \$0       \$0         \$126,558       \$28,301       -\$2,812,236       -\$421,835       \$0       \$0         \$125,293       \$26,412       -\$2,667,070       -\$400,061       \$0       \$0	\$129,128       \$34,825       -\$3,042,668       -\$456,400       \$0       \$0         \$127,837       \$32,348       -\$2,955,279       -\$443,292       \$0       \$0         \$126,558       \$28,301       -\$2,812,236       -\$421,835       \$0       \$0       \$0         \$125,293       \$26,412       -\$2,667,070       -\$400,061       \$0       \$0       \$0	\$129,128       \$34,825       -\$3,042,668       -\$456,400       \$0       \$0       -\$3,499,068         \$127,837       \$32,348       -\$2,955,279       -\$443,292       \$0       \$0       -\$3,398,571         \$126,558       \$28,301       -\$2,812,236       -\$421,835       \$0       \$0       \$0       -\$3,234,071         \$125,293       \$26,412       -\$2,667,070       -\$400,061       \$0       \$0       \$0       -\$3,067,131	\$129,128       \$34,825       -\$3,042,668       -\$456,400       \$0       \$0       -\$3,499,068       \$683,379         \$127,837       \$32,348       -\$2,955,279       -\$443,292       \$0       \$0       -\$3,398,571       \$531,222         \$126,558       \$28,301       -\$2,812,236       -\$421,835       \$0       \$0       \$0       -\$3,234,071       \$377,734         \$125,293       \$26,412       -\$2,667,070       -\$400,061       \$0       \$0       \$0       -\$3,067,131       \$224,734

SFA Determination - Details for the "increasing assets method" under § 4262.4(a)(2)(i) for MPRA plans

See Template 4A Instructions for Additional Instructions for Sheet 4A-5.

PLAN INFORMATION	Ī	
Abbreviated Plan Name:		
EIN:		
PN:		
MPRA Plan?		Meets the definition of a MPRA plan described in § 4262.4(a)(3)?
If a MPRA Plan, which method yields the greatest amount of SFA?		MPRA increasing assets method described in § 4262.4(a)(2)(i).  MPRA present value method described in § 4262.4(a)(2)(ii).
SFA Measurement Date:		
Fair Market Value of Assets as of the SFA Measurement Date:		
SFA Amount as of the SFA Measurement Date under the method calculated in this Sheet:		Per § 4262.4(a)(2)(i), the lowest whole dollar amount (not less than \$0) for which, as of the last day of each plan year during the SFA coverage period, projected SFA assets and projected non-SFA assets are both greater than or equal to zero, and, as of the last day of the SFA coverage period, the sum of projected SFA assets and projected non-SFA assets is greater than the amount of such sum as of the last day of the immediately preceding plan year.
Projected SFA exhaustion year:		Only required on this sheet if the requested amount of SFA is based on the "increasing assets method".  Plan Year Start Date of the plan year in which the sum of annual projected benefit payments and administrative expenses for the year exceeds the beginning-of-year projected SFA assets.
Non-SFA Interest Rate:		
SFA Interest Rate:		

	On this Sheet, show payments INTO the plan as positive amounts, and payments OUT of the plan as negative amounts.											
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
SFA Measurement Date / Plan Year Start Date Plan Year End Date	Contributions	Withdrawal Liability Payments	Other Payments to Plan (excluding financial assistance and SFA)		Attributable to Reinstatement of Benefits Suspended through the	(excluding amount owed PBGC under 4261 of	Administrative Expenses (from (6)) Paid from SFA		Projected SFA Assets at End of Plan Year (prior year assets + (7) + (8))	Benefit Payments (from (4) and (5)) and Administrative Expenses (from (6)) Paid from Non- SFA Assets	Non-SFA Investment Income Based on Non- SFA Interest Rate	Projected Non-SFA Assets at End of Plan Year (prior year assets + (1) + (2) + (3) + (10) + (11))

**TEMPLATE 5A** v20220802p

Baseline - for non-MPRA plans using the "basic method", or for MPRA plans for which the requested amount of SFA is determined under the "increasing assets method"

File name: Template 5A Plan Name, where "Plan Name" is an abbreviated version of the plan name.

Instructions for Section C, Item (5) of the Instructions for Filing Requirements for Multiemployer Plans Applying for Special Financial Assistance:

This Template 5A is not required if all assumptions and methods used to determine the requested SFA amount are identical to those used in the most recent actuarial certification of plan status completed before 1/1/2021 ("pre-2021 certification of plan status"), except the non-SFA and SFA interest rates, and except any assumptions that were changed in accordance with Section III, Acceptable Assumption Changes in PBGC's SFA assumptions guidance (other than the acceptable assumption change for "missing" terminated vested participants described in Section III.E. of PBGC's SFA assumptions guidance).

Provide a separate deterministic projection ("Baseline") using the same calculation methodology used to determine the requested SFA amount, in the same format as Template 4A (Sheets 4A-2, 4A-3, and either 4A-4 or 4A-5) that shows the amount of SFA that would be determined if all underlying assumptions and methods used in the projection were the same as those used in the pre-2021 certification of plan status, except the plan's non-SFA interest rate and SFA interest rate, which should be the same as used in Template 4A (Sheet 4A-1).

For purposes of this Template 5A, any assumption change made in accordance with Section III, Acceptable Assumption Changes, in PBGC's SFA assumptions guidance should be reflected in this Baseline calculation of the SFA amount and supporting projection information, except that an assumption change for "missing" terminated vested participants described in Section III.E of PBGC's SFA assumptions guidance should <u>not</u> be reflected in the Baseline projections. See examples in the SFA instructions for Section C, Item (5).

#### Additional instructions for each individual worksheet:

Sheet

5A-1 Baseline - Benefit Payments for the "basic method", or for MPRA plans for which the requested amount of SFA is determined under the "increasing assets method"

See Template 4A instructions for Sheet 4A-2, except provide the benefit payment projection used to determine the Baseline SFA amount.

5A-2 Baseline - Participant Count and Administrative Expenses for the "basic method", or for MPRA plans for which the requested amount of SFA is determined under the "increasing assets method"

See Template 4A instructions for Sheet 4A-3, except provide the projected total participant count and administrative expense projection used to determine the Baseline SFA amount.

5A-3 Baseline - Details for the "basic method" under § 4262.4(a)(1) for non-MPRA plans, or for the "increasing assets method" under § 4262.4(a)(2)(i) for MPRA plans for which the requested amount of SFA is determined under that method

For non-MPRA plans, see Template 4A instructions for Sheet 4A-4, except provide the projection used to determine the Baseline SFA amount under the "basic method" described in § 4262.4(a)(1). Unlike Sheet 4A-4, it is not necessary to explicitly identify the projected SFA exhaustion year in Sheet 5A-3.

For MPRA plans for which the requested amount of SFA is determined under the "increasing assets method", see Template 4A instructions for Sheet 4A-5, except provide the projection used to determine the Baseline SFA amount under the "increasing assets method" described in § 4262.4(a)(2)(i). Unlike Sheet 4A-5, it is not necessary to identify the projected SFA exhaustion year in Sheet 5A-3.

#### **Version Updates (newest version at top)**

Version	Date updated	
v20220802p	08/02/2022	Cosmetic changes to increase the size of some rows
v20220701p	07/01/2022	

**TEMPLATE 5A - Sheet 5A-1** 

Baseline - Benefit Payments for the "basic method", or for MPRA plans for which the requested amount of SFA is determined under the "increasing assets method"

See Template 4A instructions for Sheet 4A-2, except provide the benefit payment projection used to determine the Baseline SFA amount.

Abbreviated Plan Name:	Local 1783 IBEW PF
EIN:	13-1889643
PN:	001
SFA Measurement Date:	12/31/2022

		On this Sheet, show all benefit payment amounts as positive amounts.							
SFA Measurement Date / Plan Year Start Date Plan Year			PROJECT	ED BENEFIT PAYMEN	NTS for:				
	Plan Year End Date	Current Retirees and Beneficiaries in Pay Status	Current Terminated Vested Participants	Current Active Participants	New Entrants	Total			
12/31/2022	12/31/2023	\$2,341,597	\$402,646	\$241,924	\$0	\$2,986,167			
01/01/2024	12/31/2024	\$2,267,393	\$501,830	\$316,129	\$0	\$3,085,352			
01/01/2025	12/31/2025	\$2,185,266	\$696,714	\$350,647	\$0	\$3,232,627			
01/01/2026	12/31/2026	\$2,090,836	\$935,300	\$445,245	\$0	\$3,471,381			
01/01/2027	12/31/2027	\$1,998,301	\$1,088,884	\$472,312	\$0	\$3,559,497			
01/01/2028	12/31/2028	\$1,909,965	\$1,242,598	\$529,134	\$81	\$3,681,778			
01/01/2029	12/31/2029	\$1,819,804	\$1,369,386	\$581,962	\$87	\$3,771,239			
01/01/2030	12/31/2030	\$1,728,108	\$1,519,538	\$656,620	\$157	\$3,904,423			
01/01/2031	12/31/2031	\$1,635,197	\$1,655,769	\$680,745	\$208	\$3,971,919			
01/01/2032	12/31/2032	\$1,541,440	\$1,729,273	\$667,529	\$279	\$3,938,521			
01/01/2033	12/31/2033	\$1,447,251	\$1,797,285	\$788,583	\$17,399	\$4,050,518			
01/01/2034	12/31/2034	\$1,353,078	\$1,870,294	\$810,648	\$17,705	\$4,051,725			
01/01/2035	12/31/2035	\$1,259,395	\$1,936,150	\$869,151	\$22,541	\$4,087,237			
01/01/2036	12/31/2036	\$1,166,666	\$1,982,324	\$849,110	\$27,335	\$4,025,435			
01/01/2037	12/31/2037	\$1,075,351	\$2,015,933	\$830,401	\$32,097	\$3,953,782			
01/01/2038	12/31/2038	\$985,888	\$2,014,590	\$801,245	\$34,142	\$3,835,865			
01/01/2039	12/31/2039	\$898,678	\$2,042,819	\$846,010	\$38,600	\$3,826,107			
01/01/2040	12/31/2040	\$814,122	\$2,048,256	\$893,037	\$42,894	\$3,798,309			
01/01/2041	12/31/2041	\$732,644	\$2,042,989	\$930,496	\$45,463	\$3,751,592			
01/01/2042	12/31/2042	\$654,670	\$2,032,275	\$929,441	\$46,508	\$3,662,894			
01/01/2043	12/31/2043	\$580,611	\$2,015,070	\$922,072	\$79,875	\$3,597,628			
01/01/2044	12/31/2044	\$510,841	\$1,955,498	\$958,802	\$88,130	\$3,513,271			
01/01/2045	12/31/2045	\$445,680	\$1,879,734	\$920,475	\$98,350	\$3,344,239			
01/01/2046	12/31/2046	\$385,396	\$1,815,490	\$952,059	\$112,075	\$3,265,020			
01/01/2047	12/31/2047	\$330,202	\$1,743,290	\$943,500	\$121,328	\$3,138,320			
01/01/2048	12/31/2048	\$280,229	\$1,677,956	\$999,786	\$125,486	\$3,083,457			
01/01/2049	12/31/2049	\$235,509	\$1,604,474	\$973,234	\$133,338	\$2,946,555			
01/01/2050	12/31/2050	\$195,973	\$1,521,791	\$932,499	\$144,601	\$2,794,864			
	12/31/2051	\$161,460	\$1,449,501	\$887,832	\$153,388	\$2,652,181			

**TEMPLATE 5A - Sheet 5A-2** v20220802p

Baseline - Participant Count and Administrative Expenses for the "basic method", or for MPRA plans for which the requested amount of SFA is determined under the "increasing assets method"

See Template 4A instructions for Sheet 4A-3, except provide the projected total participant count and administrative expense projection used to determine the Baseline SFA amount.

### PLAN INFORMATION

Abbreviated Plan Name:	Local 1783 IBEW PF				
EIN:	13-1889643				
PN:	001				
SFA Measurement Date:	12/31/2022				

On this Sheet, show all administrative expense amounts as positive amounts

### PROJECTED ADMINISTRATIVE EXPENSES for:

					ENSES IOF:
SFA Measurement Date / Plan Year Start Date	Plan Year End Date	Total Participant Count at Beginning of Plan Year	PBGC Premiums	Other	Total
12/31/2022	12/31/2023	850	\$29,750	\$412,049	\$441,799
01/01/2024	12/31/2024	845	\$30,420	\$418,006	\$448,426
01/01/2025	12/31/2025	841	\$30,276	\$424,876	\$455,152
01/01/2026	12/31/2026	834	\$30,858	\$431,122	\$461,980
01/01/2027	12/31/2027	825	\$30,525	\$438,384	\$468,909
01/01/2028	12/31/2028	815	\$30,970	\$444,973	\$475,943
01/01/2029	12/31/2029	805	\$30,590	\$452,492	\$483,082
01/01/2030	12/31/2030	795	\$31,005	\$459,323	\$490,328
01/01/2031	12/31/2031	783	\$40,716	\$456,967	\$497,683
01/01/2032	12/31/2032	770	\$40,810	\$464,339	\$505,149
01/01/2033	12/31/2033	755	\$40,770	\$464,379	\$505,149
01/01/2034	12/31/2034	745	\$40,230	\$464,919	\$505,149
01/01/2035	12/31/2035	731	\$40,205	\$464,944	\$505,149
01/01/2036	12/31/2036	719	\$40,264	\$464,885	\$505,149
01/01/2037	12/31/2037	703	\$40,071	\$465,078	\$505,149
01/01/2038	12/31/2038	687	\$39,846	\$465,303	\$505,149
01/01/2039	12/31/2039	670	\$39,530	\$465,619	\$505,149
01/01/2040	12/31/2040	656	\$38,704	\$466,445	\$505,149
01/01/2041	12/31/2041	641	\$38,460	\$466,689	\$505,149
01/01/2042	12/31/2042	626	\$38,186	\$466,963	\$505,149
01/01/2043	12/31/2043	608	\$37,696	\$467,453	\$505,149
01/01/2044	12/31/2044	592	\$37,296	\$467,853	\$505,149
01/01/2045	12/31/2045	576	\$36,864	\$468,285	\$505,149
01/01/2046	12/31/2046	557	\$36,205	\$468,944	\$505,149
01/01/2047	12/31/2047	540	\$35,640	\$469,509	\$505,149
01/01/2048	12/31/2048	521	\$34,907	\$470,242	\$505,149
01/01/2049	12/31/2049	503	\$34,204	\$470,945	\$505,149
01/01/2050	12/31/2050	484	\$33,396	\$471,753	\$505,149
	12/31/2051	463	\$32,410	\$472,739	\$505,149

See Template 4A instructions for Sheet 4A-4 or Sheet 4A-5, except provide the projection used to determine the Baseline SFA amount.

Abbreviated Plan Name:	Local 1783 IBEW PF	
EIN:	13-1889643	
PN:	001	
MPRA Plan?	No	
If a MPRA Plan, which method yields the greatest amount of SFA?		
SFA Measurement Date:	12/31/2022	
Fair Market Value of Assets as of the SFA Measurement Date:	\$18,185,293	
SFA Amount as of the SFA Measurement Date under the method calculated in this Sheet:	\$41,082,545	
Non-SFA Interest Rate:	5.85%	
SFA Interest Rate:	3.77%	

					On this S	Sheet, show payments If	NTO the plan as positive ar	nounts, and payments OUT	of the plan as negative a	mounts.	•		
		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
SFA Measurement Date / Plan Year Start Date	Plan Year End Date	Contributions	Withdrawal Liability Payments	Other Payments to Plan (excluding financial assistance and SFA)	Benefit Payments (should match total from Sheet 5A-1)	Make-up Payments Attributable to Reinstatement of Benefits Suspended through the SFA Measurement Date	(excluding amount owed	Benefit Payments (from (4) and (5)) and Administrative Expenses (from (6)) Paid from SFA Assets	SFA Investment Income Based on SFA Interest Rate	Projected SFA Assets at End of Plan Year (prior year assets + (7) + (8))	Benefit Payments (from (4) and (5)) and Administrative Expenses (from (6)) Paid from Non-SFA Assets	Non-SFA Investment Income Based on Non- SFA Interest Rate	Projected Non-SFA Assets at End of Plan Year (prior year assets + (1) + (2) + (3) + (10) + (11))
12/31/2022	12/31/2023	\$203,598	\$362,100		-\$2,986,167		-\$441,799	-\$3,427,966	\$1,480,594	\$39,135,173	\$0	\$1,090,425	\$19,841,417
01/01/2024	12/31/2024	\$203,598	\$0		-\$3,085,352		-\$448,426	-\$3,533,778	\$1,405,050	\$37,006,445	\$0	\$1,166,126	\$21,211,141
01/01/2025	12/31/2025	\$203,598	\$0		-\$3,232,627		-\$455,152	-\$3,687,779	\$1,321,691	\$34,640,356	\$0	\$1,246,255	\$22,660,994
01/01/2026	12/31/2026	\$203,598	\$0		-\$3,471,381		-\$461,980	-\$3,933,361	\$1,227,524	\$31,934,520	\$0		\$24,195,664
01/01/2027	12/31/2027	\$203,598	\$0		-\$3,559,497		-\$468,909	-\$4,028,406	\$1,123,606	\$29,029,720	\$0		\$25,820,112
01/01/2028	12/31/2028	\$203,598	\$0		-\$3,681,778		-\$475,943	-\$4,157,721	\$1,011,492				\$27,539,590
01/01/2029	12/31/2029	\$203,598	\$0		-\$3,771,239		-\$483,082	-\$4,254,321	\$890,940	\$22,520,109	\$0		\$29,359,657
01/01/2030	12/31/2030	\$203,598	\$0		-\$3,904,423		-\$490,328	-\$4,394,751	\$761,311		\$0		\$31,286,198
01/01/2031	12/31/2031	\$203,598	\$0		-\$3,971,919		-\$497,683	-\$4,469,602	\$622,834		\$0		\$33,325,443
01/01/2032	12/31/2032	\$203,598	\$0		-\$3,938,521		-\$505,149		\$478,361	\$11,074,591	\$0		\$35,483,982
01/01/2033	12/31/2033	\$203,598	\$0		-\$4,050,518		-\$505,149	-\$4,555,667	\$326,595	\$6,845,519	\$0	' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' '	\$37,768,797
01/01/2034	12/31/2034	\$203,598	\$0		-\$4,051,725		-\$505,149	-\$4,556,874	\$167,134	\$2,455,779	\$0	\$2,214,878	\$40,187,273
01/01/2035	12/31/2035	\$203,598	\$0		-\$4,087,237		-\$505,149	-\$2,455,779	\$0	\$0	-\$2,136,606	\$2,323,704	\$40,577,969
01/01/2036	12/31/2036	\$203,598	\$0		-\$4,025,435		-\$505,149	\$0	\$0	\$0	-\$4,530,584	\$2,239,361	\$38,490,345
01/01/2037	12/31/2037	\$203,598	\$0		-\$3,953,782		-\$505,149	\$0	\$0	\$0	-\$4,458,931	\$2,119,486	\$36,354,498
01/01/2038	12/31/2038	\$203,598	\$0		-\$3,835,865		-\$505,149	\$0	\$0	\$0	-\$4,341,014	\$1,998,243	\$34,215,326
01/01/2039	12/31/2039	\$203,598	\$0		-\$3,826,107		-\$505,149	\$0	\$0	\$0	-\$4,331,256	\$1,873,407	\$31,961,070
01/01/2040	12/31/2040	\$203,598	\$0		-\$3,798,309		-\$505,149	\$0	\$0	\$0	-\$4,303,458	\$1,742,407	\$29,603,624
01/01/2041	12/31/2041	\$203,598	\$0		-\$3,751,592		-\$505,149	\$0	\$0	\$0	-\$4,256,741	\$1,605,964	\$27,156,445
01/01/2042	12/31/2042	\$203,598	\$0		-\$3,662,894		-\$505,149	\$0	\$0	\$0	-\$4,168,043	\$1,465,590	\$24,657,591
01/01/2043	12/31/2043	\$203,598	\$0		-\$3,597,628		-\$505,149	\$0	\$0	\$0	-\$4,102,777	\$1,321,457	\$22,079,870
01/01/2044	12/31/2044	\$203,598	\$0		-\$3,513,271		-\$505,149	\$0	\$0	\$0	-\$4,018,420	\$1,173,310	\$19,438,358
01/01/2045	12/31/2045	\$203,598	\$0		-\$3,344,239		-\$505,149	\$0	\$0	\$0	-\$3,849,388	\$1,024,091	\$16,816,662
01/01/2046	12/31/2046	\$203,598	\$0		-\$3,265,020		-\$505,149	\$0	\$0	\$0	-\$3,770,169	\$873,211	\$14,123,301
01/01/2047	12/31/2047	\$203,598	\$0		-\$3,138,320		-\$505,149	\$0	\$0	\$0	-\$3,643,469	\$719,629	\$11,403,060
01/01/2048	12/31/2048	\$203,598	\$0		-\$3,083,457		-\$505,149	\$0	\$0	\$0	-\$3,588,606	\$562,218	\$8,580,27
01/01/2049	12/31/2049	\$203,598	\$0		-\$2,946,555		-\$505,149	\$0	\$0	\$0	-\$3,451,704	\$401,386	\$5,733,55
01/01/2050	12/31/2050	\$203,598	\$0		-\$2,794,864		-\$505,149	\$0	\$0	\$0	-\$3,300,013	\$239,617	\$2,876,754
01/01/2051	12/31/2051	\$203,598	\$0		-\$2,652,181		-\$505,149	\$0	\$0	\$0	-\$3,157,330	\$76,977	\$0

**TEMPLATE 6A** v20220802p

Reconciliation - for non-MPRA plans using the "basic method", or for MPRA plans for which the requested amount of SFA is determined under the "increasing assets method"

File name: Template 6A Plan Name, where "Plan Name" is an abbreviated version of the plan name.

Instructions for Section C, Item (6) of the Instructions for Filing Requirements for Multiemployer Plans Applying for Special Financial Assistance:

This Template 6A is not required if all assumptions and methods used to determine the requested SFA amount are identical to those used in the most recent actuarial certification of plan status completed before 1/1/2021 ("pre-2021 certification of plan status"), except the non-SFA and SFA interest rates, and except any assumptions changed in accordance with Section III, Acceptable Assumption Changes, in PBGC's SFA assumptions guidance (other than the acceptable assumption change for "missing" terminated vested participants described in Section III.E of PBGC's SFA assumptions guidance).

This Template 6A is also not required if the requested SFA amount from Template 4A is the same as the SFA amount shown in Template 5A (Baseline).

If the assumptions/methods used to determine the requested SFA amount differ from those in the "Baseline" projection in Template 5A, then provide a reconciliation of the change in the total amount of SFA due to each change in assumption/method from the Baseline to the requested SFA as shown in Template 4A.

For each assumption/method change from the Baseline through the requested SFA amount, provide a deterministic projection using the same calculation methodology used to determine the requested SFA amount, in the same format as Template 4A (either Sheet 4A-4 or Sheet 4A-5).

#### Additional instructions for each individual worksheet:

Sheet

6A-1 Reconciliation - Summary for the "basic method", or for MPRA plans for which the requested amount of SFA is determined under the "increasing assets method"

For Item number 1, show the SFA amount determined in Template 5A using the "Baseline" assumptions and methods. If there is only one change in assumptions/methods between the Baseline (Template 5A) and the requested SFA amount (Template 4A), then show on Item number 2 the requested SFA amount, and briefly identify the change in assumptions from the Baseline.

If there is more than one change in assumptions/methods from the Baseline, show each individual change as a separate Item number. Each Item number should reflect all changes already measured in the prior Item number. For example, the difference between the SFA amount shown for Item number 4 and Item number 5 should be the incremental change due to changing the identified single assumption/method. The Item numbers should show assumption/method changes in the order that they were incrementally measured.

For non-MPRA plans, see Template 4A instructions for Sheet 4A-4, except provide the projection used to determine the intermediate Item number 2 SFA amount from Sheet 6A-1 under the "basic method" described in § 4262.4(a)(1). Unlike Sheet 4A-4, it is not necessary to explicitly identify the projected SFA exhaustion year in Sheet 6A-2.

For MPRA plans for which the requested amount of SFA is determined under the "increasing assets method", see Template 4A instructions for Sheet 4A-5, except provide the projection used to determine each intermediate SFA amount from Sheet 6A-1 under the "increasing assets method" described in § 4262.4(a)(2)(i). Unlike Sheet 4A-5, it is not necessary to explicitly identify the projected SFA exhaustion year in Sheet 6A-2.

A Reconciliation Details sheet is not needed for the last Item number shown in the Sheet 6A-1 Reconciliation, since the information should be the same as shown in Template 4A. For example, if there is only one assumption change from the Baseline, then Item number 2 should identify what assumption changed between the Baseline and Item number 2, where Item number 2 is the requested SFA amount. Since details on the determination of the requested SFA amount are shown in Template 4A, a separate Sheet 6A-2 Reconciliation Details is not required here.

6A-3 Reconciliation - Details for the "basic method" under § 4262.4(a)(1) for non-MPRA plans, or for the "increasing assets method" under § 4262.4(a)(2)(i) for MPRA plans for which the requested amount of SFA is determined under that method

See instructions for 6A-2 Reconciliation Details, except for the intermediate Item number 3 SFA amount from Sheet 6A-1.

6A-4 Reconciliation - Details for the "basic method" under § 4262.4(a)(1) for non-MPRA plans, or for the "increasing assets method" under § 4262.4(a)(2)(i) for MPRA plans for which the requested amount of SFA is determined under that method

See instructions for 6A-2 Reconciliation Details, except for the intermediate Item number 4 SFA amount from Sheet 6A-1.

Reconciliation - Details for the "basic method" under § 4262.4(a)(1) for non-MPRA plans, or for the "increasing assets method" under § 4262.4(a)(2)(i) for MPRA plans for which the requested amount of SFA is determined under that method

See instructions for 6A-2 Reconciliation Details, except for the intermediate Item number 5 SFA amount from Sheet 6A-1.

### **Version Updates (newest version at top)**

Version	Date updated	
v20220802p	08/02/2022	Cosmetic changes to increase the size of some rows
v20220701p	07/01/2022	

**TEMPLATE 6A - Sheet 6A-1** 

Reconciliation - Summary for the "basic method", or for MPRA plans for which the requested amount of SFA is determined under the "increasing assets method"

See Template 6A Instructions for Additional Instructions for Sheet 6A-1.

### PLAN INFORMATION

Abbreviated Plan Name:	Local 1783 IBEW PF				
EIN:	13-1889643				
PN:	001				
MPRA Plan?	No				
If a MPRA Plan, which method yields the greatest amount of SFA?					

Item number	Basis for Assumptions/Methods. For each Item, briefly describe the incremental change reflected in the SFA amount.	Change in SFA Amount (from prior Item number)	SFA Amount	NOTE: A sheet with Recon Details is not required for the last Item number provided, since that information should be the same as provided in Template 4A.
1	Baseline	N/A	\$41,082,545	From Template 5A.
2	Retirement	(\$13,985)	\$41,068,560	Show details supporting the SFA amount on Sheet 6A-2.
3	Withdrawal	(\$288,641)	\$40,779,919	Show details supporting the SFA amount on Sheet 6A-3.
4	Terminated Vested members over Normal Retirement Age	\$758,412	\$41,538,331	Show details supporting the SFA amount on Sheet 6A-4.
5	Contribution Base Units (CBUs) and Active Membership	\$841,730	\$42,380,061	Show details supporting the SFA amount on Sheet 6A-5.
6	Withdrawal Liability Payments	(\$360,809)	\$42,019,252	Show details supporting the SFA amount on Sheet 6A-6.
7	Administrative Expense Inflation	\$195,407	\$42,214,659	See Template 4A for details

Create additional rows as needed, and create additional detailed sheets by copying Sheet 6A-5 and re-labeling the header and the sheet name to be 6A-6, 6A-7, etc.

See Template 4A instructions for Sheet 4A-4 or Sheet 4A-5, except provide the projection used to determine the intermediate SFA amount.

I LAN INFORMATION	<b>1</b>	
Abbreviated Plan Name:	Local 1783 IBEW PF	
EIN:	13-1889643	
PN:	001	
MPRA Plan?	No	
If a MPRA Plan, which method yields the greatest amount of SFA?		
SFA Measurement Date:	12/31/2022	
Fair Market Value of Assets as of the SFA Measurement Date:	\$18,185,293	
SFA Amount as of the SFA Measurement Date under the method calculated in this Sheet:	\$41,068,560	
Non-SFA Interest Rate:	5.85%	
SFA Interest Rate:	3.77%	

					On this S	Sheet, show payments II	NTO the plan as positive ar	mounts, and payments OU'	Γ of the plan as negative an	mounts.	_		
		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
SFA Measurement Date / Plan Year Start Date	Plan Year End Date	Contributions	Withdrawal Liability Payments	Other Payments to Plan (excluding financial assistance and SFA)	Benefit Payments	Make-up Payments Attributable to Reinstatement of Benefits Suspended through the SFA Measurement Date	Administrative Expenses (excluding amount owed PBGC under 4261 of ERISA)	Benefit Payments (from (4) and (5)) and Administrative Expenses (from (6)) Paid from SFA Assets		Projected SFA Assets at End of Plan Year (prior year assets + (7) + (8))	Benefit Payments (from (4) and (5)) and Administrative Expenses (from (6)) Paid from Non-SFA Assets	Non-SFA Investment Income Based on Non- SFA Interest Rate	Projected Non-SFA Assets at End of Plan Year (prior year assets + (1) + (2) + (3) + (10) + (11))
12/31/2022	12/31/2023	\$203,598	\$362,100		-\$2,998,703		-\$441,799	-\$3,440,502	\$1,479,812	\$39,107,870	\$0	\$1,090,425	\$19,841,417
01/01/2024	12/31/2024	\$203,598	\$0		-\$3,097,260		-\$448,426		\$1,403,779			\$1,166,126	\$21,211,141
01/01/2025	12/31/2025	\$203,598	\$0		-\$3,253,165		-\$455,152	-\$3,708,317	\$1,319,748	\$34,577,393			\$22,660,994
01/01/2026	12/31/2026	\$203,598	\$0		-\$3,486,160		-\$461,980		\$1,224,851	\$31,854,104			\$24,195,664
01/01/2027	12/31/2027	\$203,598	\$0		-\$3,583,268		-\$468,909		\$1,120,092		\$0		\$25,820,112
01/01/2028	12/31/2028	\$203,598	\$0		-\$3,695,160		-\$475,943		\$1,007,160				\$27,539,590
01/01/2029	12/31/2029	\$203,598	\$0		-\$3,773,491		-\$483,082		\$886,166				\$29,359,657
01/01/2030	12/31/2030	\$203,598	\$0		-\$3,909,089		-\$490,328		\$756,224				\$31,286,198
01/01/2031	12/31/2031	\$203,598	\$0		-\$3,979,568		-\$497,683		\$617,318		\$0		\$33,325,443
01/01/2032	12/31/2032	\$203,598	\$0		-\$3,957,815		-\$505,149		\$472,112				\$35,483,982
01/01/2033	12/31/2033	\$203,598	\$0		-\$4,042,694		-\$505,149		\$319,933				\$37,768,797
01/01/2034	12/31/2034	\$203,598	\$0		-\$4,043,054		-\$505,149		\$160,534		\$0		\$40,187,273
01/01/2035	12/31/2035	\$203,598	\$0		-\$4,060,632		-\$505,149			'	-\$2,287,670		\$40,422,389
01/01/2036	12/31/2036	\$203,598	\$0		-\$4,007,093		-\$505,149		\$0	· ·	-\$4,512,242		\$38,344,581
01/01/2037	12/31/2037	\$203,598	\$0		-\$3,937,209		-\$505,149		1.5	,	-\$4,442,358		\$36,217,301
01/01/2038	12/31/2038	\$203,598	\$0		-\$3,832,633		-\$505,149			· ·	-\$4,337,782		\$34,073,435
01/01/2039	12/31/2039	\$203,598	\$0		-\$3,816,708		-\$505,149		1.5	· ·	-\$4,321,857		\$31,820,579
01/01/2040	12/31/2040	\$203,598	\$0		-\$3,797,235		-\$505,149		1.5	,	-\$4,302,384		\$29,456,016
01/01/2041	12/31/2041	\$203,598	\$0		-\$3,745,454		-\$505,149		1.5	· ·	-\$4,250,603	\$1,597,521	\$27,006,533
01/01/2042	12/31/2042	\$203,598	\$0		-\$3,653,531		-\$505,149		\$0		-\$4,158,680	\$1,457,114	\$24,508,566
01/01/2043	12/31/2043	\$203,598	\$0		-\$3,580,626		-\$505,149		ΨΟ	40	-\$4,085,775		\$21,939,663
01/01/2044	12/31/2044	\$203,598	\$0		-\$3,491,238		-\$505,149				-\$3,996,387	\$1,165,800	\$19,312,675
01/01/2045	12/31/2045	\$203,598	\$0		-\$3,322,496		-\$505,149				-\$3,827,645		\$16,706,050
01/01/2046	12/31/2046	\$203,598	\$0		-\$3,239,122		-\$505,149			\$0	-\$3,744,271	\$867,553	\$14,032,932
01/01/2047	12/31/2047	\$203,598	\$0		-\$3,111,701		-\$505,149				-\$3,616,850		\$11,334,859
01/01/2048	12/31/2048	\$203,598	\$0		-\$3,053,982		-\$505,149				-\$3,559,131		\$8,538,481
01/01/2049	12/31/2049	\$203,598	\$0		-\$2,917,869		-\$505,149				-\$3,423,018		\$5,718,904
01/01/2050	12/31/2050	\$203,598	\$0		-\$2,781,284		-\$505,149				-\$3,286,433		\$2,875,257
01/01/2051	12/31/2051	\$203,598	\$0		-\$2,650,644		-\$505,149	\$0	\$0	\$0	-\$3,155,793	\$76,937	\$0

See Template 4A instructions for Sheet 4A-4 or Sheet 4A-5, except provide the projection used to determine the intermediate SFA amount.

I LAN INFORMATION	•						
Abbreviated Plan Name:	Local 1783 IBEW PF						
EIN:	13-1889643						
PN:	001						
MPRA Plan?	No						
If a MPRA Plan, which method yields the greatest amount of SFA?							
SFA Measurement Date:	12/31/2022						
Fair Market Value of Assets as of the SFA Measurement Date:	\$18,185,293						
SFA Amount as of the SFA Measurement Date under the method calculated in this Sheet:	\$40,779,919						
Non-SFA Interest Rate:	5.85%						
SFA Interest Rate:	3.77%						

					On this S	Sheet, show payments If	NTO the plan as positive an	nounts, and payments OU	Γ of the plan as negative a	mounts.	1		
		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
SFA Measurement Date / Plan Year Start Date	Plan Year End Date	Contributions	Withdrawal Liability Payments	Other Payments to Plan (excluding financial assistance and SFA)	Benefit Payments	Make-up Payments Attributable to Reinstatement of Benefits Suspended through the SFA Measurement Date	Administrative Expenses (excluding amount owed PBGC under 4261 of ERISA)	Benefit Payments (from (4) and (5)) and Administrative Expenses (from (6)) Paid from SFA Assets	SFA Investment Income Based on SFA Interest Rate	Projected SFA Assets at End of Plan Year (prior year assets + (7) + (8))	Benefit Payments (from (4) and (5)) and Administrative Expenses (from (6)) Paid from Non-SFA Assets	Non-SFA Investment Income Based on Non- SFA Interest Rate	Projected Non-SFA Assets at End of Plan Year (prior year assets + (1) + (2) + (3) + (10) + (11))
12/31/2022	12/31/2023	\$203,598	\$362,100		-\$2,998,521		-\$441,799	-\$3,440,320	\$1,468,934	\$38,808,533	\$0	\$1,090,425	\$19,841,417
01/01/2024	12/31/2024	\$203,598	\$0		-\$3,096,971		-\$448,426	-\$3,545,397	\$1,392,500	\$36,655,636	\$0	\$1,166,126	\$21,211,141
01/01/2025	12/31/2025	\$203,598	\$0		-\$3,251,411		-\$455,152	-\$3,706,563	\$1,308,084	\$34,257,156	\$0	\$1,246,255	\$22,660,994
01/01/2026	12/31/2026	\$203,598	\$0		-\$3,483,169		-\$461,980	-\$3,945,149	\$1,212,838	\$31,524,846	\$0	\$1,331,071	\$24,195,664
01/01/2027	12/31/2027	\$203,598	\$0		-\$3,578,544		-\$468,909	-\$4,047,453	\$1,107,775	\$28,585,167	\$0	\$1,420,849	\$25,820,112
01/01/2028	12/31/2028	\$203,598	\$0		-\$3,689,694		-\$475,943	-\$4,165,637	\$994,571	\$25,414,101	\$0	\$1,515,879	\$27,539,590
01/01/2029	12/31/2029	\$203,598	\$0		-\$3,767,453		-\$483,082	-\$4,250,535	\$873,321	\$22,036,887	\$0	\$1,616,469	\$29,359,657
01/01/2030	12/31/2030	\$203,598	\$0		-\$3,900,350		-\$490,328	-\$4,390,678	\$743,177	\$18,389,385	\$0	\$1,722,943	\$31,286,198
01/01/2031	12/31/2031	\$203,598	\$0		-\$3,969,545		-\$497,683	-\$4,467,228	\$604,135		\$0	\$1,835,646	\$33,325,443
01/01/2032	12/31/2032	\$203,598	\$0		-\$3,945,358		-\$505,149		\$458,859		\$0	\$1,954,941	\$35,483,982
01/01/2033	12/31/2033	\$203,598	\$0		-\$4,030,075		-\$505,149		\$306,654	\$6,306,073	\$0	\$2,081,216	\$37,768,797
01/01/2034	12/31/2034	\$203,598	\$0		-\$4,033,206		-\$505,149		\$147,173		\$0	\$2,214,878	\$40,187,273
01/01/2035	12/31/2035	\$203,598	\$0		-\$4,051,676		-\$505,149		\$0		-\$2,641,933	\$2,307,348	\$40,056,286
01/01/2036	12/31/2036	\$203,598	\$0		-\$3,998,957		-\$505,149		\$0	,	-\$4,504,106		\$37,965,453
01/01/2037	12/31/2037	\$203,598	\$0		-\$3,931,899		-\$505,149		\$0		-\$4,437,048	\$2,089,467	\$35,821,471
01/01/2038	12/31/2038	\$203,598	\$0		-\$3,826,624		-\$505,149		\$0	,	-\$4,331,773	\$1,967,351	\$33,660,647
01/01/2039	12/31/2039	\$203,598	\$0		-\$3,806,320		-\$505,149		\$0		-\$4,311,469	\$1,841,580	\$31,394,357
01/01/2040	12/31/2040	\$203,598	\$0		-\$3,773,492		-\$505,149		\$0	'	-\$4,278,641	\$1,710,034	\$29,029,349
01/01/2041	12/31/2041	\$203,598	\$0		-\$3,714,730		-\$505,149		\$0	\$0	-\$4,219,879	\$1,573,526	\$26,586,595
01/01/2042	12/31/2042	\$203,598	\$0		-\$3,622,116		-\$505,149		\$0	\$0	-\$4,127,265	\$1,433,535	\$24,096,463
01/01/2043	12/31/2043	\$203,598	\$0		-\$3,544,715		-\$505,149		\$0	\$0	-\$4,049,864	\$1,290,293	\$21,540,491
01/01/2044	12/31/2044	\$203,598	\$0		-\$3,445,594		-\$505,149	\$0	\$0	\$0	-\$3,950,743	\$1,143,882	\$18,937,229
01/01/2045	12/31/2045	\$203,598	\$0		-\$3,284,979		-\$505,149		\$0		-\$3,790,128	\$996,637	\$16,347,337
01/01/2046	12/31/2046	\$203,598	\$0		-\$3,187,875		-\$505,149	\$0	\$0	\$0	-\$3,693,024	\$848,178	\$13,706,090
01/01/2047	12/31/2047	\$203,598	\$0		-\$3,056,004		-\$505,149		\$0	\$0	-\$3,561,153	\$697,808	\$11,046,344
01/01/2048	12/31/2048	\$203,598	\$0		-\$2,974,153		-\$505,149		\$0		-\$3,479,302	\$544,784	\$8,315,425
01/01/2049	12/31/2049	\$203,598	\$0		-\$2,838,269		-\$505,149		\$0		-\$3,343,418	\$389,294	\$5,564,899
01/01/2050	12/31/2050	\$203,598	\$0		-\$2,698,695		-\$505,149		\$0		-\$3,203,844	\$232,772	\$2,797,426
01/01/2051	12/31/2051	\$203,598	\$0		-\$2,570,769		-\$505,149	\$0	\$0	\$0	-\$3,075,918	\$74,893	\$0

See Template 4A instructions for Sheet 4A-4 or Sheet 4A-5, except provide the projection used to determine the intermediate SFA amount.

I DAN INTOKNIATION	1	
Abbreviated Plan Name:	Local 1783 IBEW PF	
EIN:	13-1889643	
PN:	001	
MPRA Plan?	No	
If a MPRA Plan, which method yields the greatest amount of SFA?		
SFA Measurement Date:	12/31/2022	
Fair Market Value of Assets as of the SFA Measurement Date:	\$18,185,293	
SFA Amount as of the SFA Measurement Date under the method calculated in this Sheet:	\$41,538,331	
Non-SFA Interest Rate:	5.85%	
SFA Interest Rate:	3.77%	

					On this S	Sheet, show payments I	NTO the plan as positive an	nounts, and payments OUT	of the plan as negative a	mounts.			
		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
SFA Measurement Date / Plan Year Start Date	Plan Year End Date	Contributions	Withdrawal Liability Payments	Other Payments to Plan (excluding financial assistance and SFA)	Benefit Payments	Make-up Payments Attributable to Reinstatement of Benefits Suspended through the SFA Measurement Date	Administrative Expenses (excluding amount owed PBGC under 4261 of ERISA)	Benefit Payments (from (4) and (5)) and Administrative Expenses (from (6)) Paid from SFA Assets	SFA Investment Income Based on SFA Interest Rate	Projected SFA Assets at End of Plan Year (prior year assets + (7) + (8))	Benefit Payments (from (4) and (5)) and Administrative Expenses (from (6)) Paid from Non-SFA Assets	Non-SFA Investment Income Based on Non- SFA Interest Rate	Projected Non-SFA Assets at End of Plan Year (prior year assets + (1) + (2) + (3) + (10) + (11))
12/31/2022	12/31/2023	\$203,598	\$362,100		-\$3,214,591		-\$441,799	-\$3,656,390	\$1,490,360	\$39,372,301	\$0	\$1,090,425	\$19,841,417
01/01/2024	12/31/2024	\$203,598	\$0		-\$3,151,949		-\$448,426	-\$3,600,375	\$1,412,638	\$37,184,564	\$0	\$1,166,126	\$21,211,141
01/01/2025	12/31/2025	\$203,598	\$0		-\$3,304,999		-\$455,152	-\$3,760,151	\$1,326,937	\$34,751,349	\$0	\$1,246,255	\$22,660,994
01/01/2026	12/31/2026	\$203,598	\$0		-\$3,535,209		-\$461,980	-\$3,997,189	\$1,230,413	\$31,984,573	\$0	\$1,331,071	\$24,195,664
01/01/2027	12/31/2027	\$203,598	\$0		-\$3,628,991		-\$468,909		\$1,124,082		\$0		\$25,820,112
01/01/2028	12/31/2028	\$203,598	\$0		-\$3,738,471		-\$475,943		\$1,009,625				\$27,539,590
01/01/2029	12/31/2029	\$203,598	\$0		-\$3,814,447		-\$483,082	-\$4,297,529	\$887,140		\$0		\$29,359,657
01/01/2030	12/31/2030	\$203,598	\$0		-\$3,945,445		-\$490,328		\$755,784	\$18,715,587	\$0		\$31,286,198
01/01/2031	12/31/2031	\$203,598	\$0		-\$4,012,628		-\$497,683		\$615,558		\$0		\$33,325,443
01/01/2032	12/31/2032	\$203,598	\$0		-\$3,986,317		-\$505,149		\$469,131				\$35,483,982
01/01/2033	12/31/2033	\$203,598	\$0		-\$4,068,806		-\$505,149		\$315,815		\$0		\$37,768,797
01/01/2034	12/31/2034	\$203,598	\$0		-\$4,069,616		-\$505,149		\$155,266		\$0		\$40,187,273
01/01/2035	12/31/2035	\$203,598	\$0		-\$4,085,681		-\$505,149		\$0	· ·	-\$2,469,970		\$40,234,337
01/01/2036	12/31/2036	\$203,598	\$0		-\$4,030,488		-\$505,149		\$0	· · · · · · · · · · · · · · · · · · ·	-\$4,535,637	\$2,219,100	\$38,121,398
01/01/2037	12/31/2037	\$203,598	\$0		-\$3,960,902		-\$505,149		\$0	1.5	-\$4,466,051	\$2,097,678	\$35,956,624
01/01/2038	12/31/2038	\$203,598	\$0		-\$3,853,064		-\$505,149		\$0	1.5	-\$4,358,213	\$1,974,427	\$33,776,437
01/01/2039	12/31/2039	\$203,598	\$0		-\$3,830,184		-\$505,149		\$0	1.5	-\$4,335,333	\$1,847,604	\$31,492,307
01/01/2040	12/31/2040	\$203,598	\$0		-\$3,794,792		-\$505,149		\$0	· ·	-\$4,299,941	\$1,715,095	\$29,111,059
01/01/2041	12/31/2041	\$203,598	\$0		-\$3,733,506		-\$505,149		\$0	· ·	-\$4,238,655	\$1,577,717	\$26,653,720
01/01/2042	12/31/2042	\$203,598	\$0		-\$3,638,441		-\$505,149		\$0	· ·	-\$4,143,590	\$1,436,949	\$24,150,677
01/01/2043	12/31/2043	\$203,598	\$0		-\$3,558,701		-\$505,149		\$0	Ψ0	-\$4,063,850	\$1,293,025	\$21,583,451
01/01/2044	12/31/2044	\$203,598	\$0		-\$3,457,389		-\$505,149		\$0		-\$3,962,538		\$18,970,537
01/01/2045	12/31/2045	\$203,598	\$0		-\$3,294,765		-\$505,149		\$0		-\$3,799,914	\$998,278	\$16,372,500
01/01/2046	12/31/2046	\$203,598	\$0		-\$3,195,858		-\$505,149		\$0		-\$3,701,007	\$849,400	\$13,724,492
01/01/2047	12/31/2047	\$203,598	\$0		-\$3,062,404		-\$505,149		\$0		-\$3,567,553	\$698,683	\$11,059,221
01/01/2048	12/31/2048	\$203,598	\$0		-\$2,979,193		-\$505,149		\$0		-\$3,484,342		\$8,323,856
01/01/2049	12/31/2049	\$203,598	\$0		-\$2,842,166		-\$505,149		\$0		-\$3,347,315	\$389,664	\$5,569,805
01/01/2050	12/31/2050	\$203,598	\$0		-\$2,701,652		-\$505,149		\$0		-\$3,206,801	\$232,966	\$2,799,569
01/01/2051	12/31/2051	\$203,598	\$0		-\$2,572,968		-\$505,149	\$0	\$0	\$0	-\$3,078,117	\$74,950	\$0

See Template 4A instructions for Sheet 4A-4 or Sheet 4A-5, except provide the projection used to determine the intermediate SFA amount.

I LAN INFORMATION	<b>1</b>						
Abbreviated Plan Name:	Local 1783 IBEW PF						
EIN:	13-1889643						
PN:	001						
MPRA Plan?	No						
If a MPRA Plan, which method yields the greatest amount of SFA?							
SFA Measurement Date:	12/31/2022						
Fair Market Value of Assets as of the SFA Measurement Date:	\$18,185,293						
SFA Amount as of the SFA Measurement Date under the method calculated in this Sheet:	\$42,380,061						
Non-SFA Interest Rate:	5.85%						
SFA Interest Rate:	3.77%						

					On this S	Sheet, show payments II	NTO the plan as positive an	nounts, and payments OU	T of the plan as negative a	mounts.			
		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
						Make-up Payments Attributable to Reinstatement of	Administrative Expenses	Benefit Payments (from (4) and (5)) and		Projected SFA Assets at	Benefit Payments (from (4) and (5)) and		Projected Non-SFA Assets at End of Plan Year
				Other Payments to Plan		Benefits Suspended	-	Administrative Expenses	SFA Investment Income	End of Plan Year	Administrative Expenses	Non-SFA Investment	(prior year assets +
SFA Measurement Date			Withdrawal Liability	(excluding financial		through the SFA	PBGC under 4261 of	(from (6)) Paid from	Based on SFA Interest	(prior year assets +	(from (6)) Paid from	Income Based on Non-	(1) + (2) + (3) +
/ Plan Year Start Date	Plan Year End Date	Contributions	Payments	assistance and SFA)	Benefit Payments	Measurement Date	ERISA)	SFA Assets	Rate	(7) + (8)	Non-SFA Assets	SFA Interest Rate	(10) + (11))
12/31/2022	12/31/2023	\$197,491	\$362,100		-\$3,214,613		-\$441,799	-\$3,656,412	\$1,522,093	\$40,245,742	\$0	\$1,090,263	\$19,835,147
01/01/2024	12/31/2024	\$191,566	\$0		-\$3,152,304		-\$448,426	-\$3,600,730	\$1,445,559	\$38,090,571	\$0	\$1,165,440	\$21,192,152
01/01/2025	12/31/2025	\$185,819	\$0		-\$3,305,877		-\$455,152	-\$3,761,029	\$1,361,075	\$35,690,617	\$0	\$1,244,672	\$22,622,643
01/01/2026	12/31/2026	\$180,244	\$0		-\$3,536,887		-\$461,980	-\$3,998,867	\$1,265,789	\$32,957,539	\$0	\$1,328,208	\$24,131,095
01/01/2027	12/31/2027	\$174,837	\$0		-\$3,631,336		-\$468,909	-\$4,100,245	\$1,160,715	\$30,018,009	\$0	\$1,416,309	\$25,722,241
01/01/2028	12/31/2028	\$169,592	\$0		-\$3,741,672		-\$475,943	-\$4,217,615	\$1,047,534	\$26,847,928	\$0	\$1,509,252	\$27,401,084
01/01/2029	12/31/2029	\$164,504	\$0		-\$3,818,684		-\$483,082	-\$4,301,766	\$926,336	\$23,472,497	\$0	\$1,607,329	\$29,172,917
01/01/2030	12/31/2030	\$159,569	\$0		-\$3,950,802		-\$490,328	-\$4,441,130	\$796,275	\$19,827,641	\$0	\$1,710,850	\$31,043,337
01/01/2031	12/31/2031	\$154,782	\$0		-\$4,018,522		-\$497,683	-\$4,516,205	\$657,362	\$15,968,798	\$0	\$1,820,143	\$33,018,261
01/01/2032	12/31/2032	\$150,138	\$0		-\$3,992,379		-\$505,149	-\$4,497,528	\$512,287	\$11,983,557	\$0	\$1,935,553	\$35,103,952
01/01/2033	12/31/2033	\$148,637	\$0		-\$4,081,709		-\$505,149	-\$4,586,858	\$360,229	\$7,756,929	\$0	\$2,057,526	\$37,310,115
01/01/2034	12/31/2034	\$147,151	\$0		-\$4,080,567		-\$505,149	-\$4,585,716	\$200,909	\$3,372,122	\$0	\$2,186,547	\$39,643,812
01/01/2035	12/31/2035	\$145,679	\$0		-\$4,095,834		-\$505,149	-\$3,372,122	\$0	\$0	-\$1,228,861	\$2,311,371	\$40,872,001
01/01/2036	12/31/2036	\$144,222	\$0		-\$4,038,086		-\$505,149	\$0	\$0	\$0	-\$4,543,235	\$2,254,589	\$38,727,577
01/01/2037	12/31/2037	\$142,780	\$0		-\$3,965,773		-\$505,149	\$0	\$0	\$0	-\$4,470,922	\$2,131,373	\$36,530,809
01/01/2038	12/31/2038	\$141,352	\$0		-\$3,854,747		-\$505,149	\$0	\$0	\$0	-\$4,359,896	\$2,006,312	\$34,318,577
01/01/2039	12/31/2039	\$139,939	\$0		-\$3,830,539		-\$505,149	\$0	\$0	\$0	-\$4,335,688	\$1,877,619	\$32,000,448
01/01/2040	12/31/2040	\$138,539	\$0		-\$3,795,512		-\$505,149	\$0	\$0	\$0	-\$4,300,661	\$1,743,072	\$29,581,398
01/01/2041	12/31/2041	\$137,154	\$0		-\$3,732,396		-\$505,149	\$0	\$0	\$0	-\$4,237,545	\$1,603,503	\$27,084,510
01/01/2042	12/31/2042	\$135,782	\$0		-\$3,634,167		-\$505,149	\$0	\$0	\$0	-\$4,139,316	\$1,460,484	\$24,541,462
01/01/2043	12/31/2043	\$134,425	\$0		-\$3,556,897		-\$505,149	\$0	\$0	\$0	-\$4,062,046	\$1,314,107	\$21,927,948
01/01/2044	12/31/2044	\$133,080	\$0		-\$3,452,678		-\$505,149		\$0	\$0	-\$3,957,827		\$19,267,656
01/01/2045	12/31/2045	\$131,750	\$0		-\$3,284,197		-\$505,149	\$0	\$0	\$0	-\$3,789,346	\$1,014,085	\$16,624,145
01/01/2046	12/31/2046	\$130,432	\$0		-\$3,181,254		-\$505,149	\$0	\$0	\$0	-\$3,686,403	\$862,638	\$13,930,813
01/01/2047	12/31/2047	\$129,128	\$0		-\$3,042,668		-\$505,149	\$0	\$0	\$0	-\$3,547,817	\$709,397	\$11,221,521
01/01/2048	12/31/2048	\$127,837	\$0		-\$2,955,279		-\$505,149	\$0	\$0	\$0	-\$3,460,428	\$553,614	\$8,442,544
01/01/2049	12/31/2049	\$126,558	\$0		-\$2,812,236		-\$505,149	\$0	\$0	\$0	-\$3,317,385	\$395,503	\$5,647,220
01/01/2050	12/31/2050	\$125,293	\$0		-\$2,667,070		-\$505,149	\$0	\$0	\$0	-\$3,172,219	\$236,503	\$2,836,798
01/01/2051	12/31/2051	\$124,040	\$0		-\$2,531,992		-\$505,149	\$0	\$0	\$0	-\$3,037,141	\$76,303	\$0

See Template 4A instructions for Sheet 4A-4 or Sheet 4A-5, except provide the projection used to determine the intermediate SFA amount.

TEAN INTORNATION	1	
Abbreviated Plan Name:	Local 1783 IBEW PF	
EIN:	13-1889643	
PN:	001	
MPRA Plan?	No	
If a MPRA Plan, which method yields the greatest amount of SFA?		
SFA Measurement Date:	12/31/2022	
Fair Market Value of Assets as of the SFA Measurement Date:	\$18,185,293	
SFA Amount as of the SFA Measurement Date under the method calculated in this Sheet:	\$42,019,252	
Non-SFA Interest Rate:	5.85%	
SFA Interest Rate:	3.77%	
		-

		On this Sheet, show payments INTO the plan as positive amounts, and payments OUT of the plan as negative amounts.						mounts.	_				
		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
SFA Measurement Date / Plan Year Start Date	Plan Year End Date	Contributions	Withdrawal Liability Payments	Other Payments to Plan (excluding financial assistance and SFA)	Benefit Payments	Make-up Payments Attributable to Reinstatement of Benefits Suspended through the SFA Measurement Date	Administrative Expenses (excluding amount owed PBGC under 4261 of ERISA)	Benefit Payments (from (4) and (5)) and Administrative Expenses (from (6)) Paid from SFA Assets	SFA Investment Income Based on SFA Interest Rate	Projected SFA Assets at End of Plan Year (prior year assets + (7) + (8))	Benefit Payments (from (4) and (5)) and Administrative Expenses (from (6)) Paid from Non-SFA Assets	Non-SFA Investment Income Based on Non- SFA Interest Rate	Projected Non-SFA Assets at End of Plan Year (prior year assets + (1) + (2) + (3) + (10) + (11))
12/31/2022	12/31/2023	\$197,491	\$14,484		-\$3,214,613		-\$441,799	-\$3,656,412	\$1,508,490	\$39,871,331	\$0	\$1,069,499	\$19,466,767
01/01/2024	12/31/2024	\$191,566	\$23,446		-\$3,152,304		-\$448,426	-\$3,600,730	\$1,431,444	\$37,702,044	\$0	\$1,144,741	\$20,826,519
01/01/2025	12/31/2025	\$185,819	\$29,717		-\$3,305,877		-\$455,152	-\$3,761,029	\$1,346,428	\$35,287,443			\$22,266,416
01/01/2026	12/31/2026	\$180,244	\$33,973		-\$3,536,887		-\$461,980		\$1,250,589				\$23,789,235
01/01/2027	12/31/2027	\$174,837	\$38,258		-\$3,631,336		-\$468,909		\$1,144,943				\$25,400,030
01/01/2028	12/31/2028	\$169,592	\$42,581		-\$3,741,672		-\$475,943		\$1,031,167				\$27,104,151
01/01/2029	12/31/2029	\$164,504	\$46,629		-\$3,818,684		-\$483,082						\$28,906,935
01/01/2030	12/31/2030	\$159,569	\$48,517		-\$3,950,802		-\$490,328		\$778,650				\$30,812,072
01/01/2031	12/31/2031	\$154,782	\$52,305		-\$4,018,522		-\$497,683		\$639,073				\$32,827,672
01/01/2032	12/31/2032	\$150,138	\$56,139		-\$3,992,379		-\$505,149		\$493,308				\$34,960,391
01/01/2033	12/31/2033	\$148,637	\$60,024		-\$4,081,709		-\$505,149		\$340,535				\$37,220,358
01/01/2034	12/31/2034	\$147,151	\$60,024		-\$4,080,567		-\$505,149		\$180,472				\$39,611,007
01/01/2035	12/31/2035	\$145,679	\$61,928		-\$4,095,834		-\$505,149		\$0	'	-\$1,791,382		\$40,327,126
01/01/2036	12/31/2036	\$144,222	\$61,928		-\$4,038,086		-\$505,149			· ·	-\$4,543,235		\$38,215,003
01/01/2037	12/31/2037	\$142,780	\$63,807		-\$3,965,773		-\$505,149			,	-\$4,470,922		\$36,054,372
01/01/2038	12/31/2038	\$141,352	\$63,807		-\$3,854,747		-\$505,149			· ·	-\$4,359,896		\$33,880,393
01/01/2039	12/31/2039	\$139,939	\$65,669		-\$3,830,539		-\$505,149		· ·	· ·	-\$4,335,688		\$31,604,683
01/01/2040	12/31/2040	\$138,539	\$67,524		-\$3,795,512		-\$505,149				-\$4,300,661	\$1,722,371	\$29,232,457
01/01/2041	12/31/2041	\$137,154	\$67,524		-\$3,732,396		-\$505,149		1.5		-\$4,237,545	\$1,585,541	\$26,785,132
01/01/2042	12/31/2042	\$135,782	\$50,057		-\$3,634,167		-\$505,149		\$0	\$0	-\$4,139,316		\$24,276,443
01/01/2043	12/31/2043	\$134,425	\$50,057		-\$3,556,897		-\$505,149		\$0	\$0	-\$4,062,046	\$1,300,421	\$21,699,299
01/01/2044	12/31/2044	\$133,080	\$47,780		-\$3,452,678		-\$505,149	\$0	\$0	\$0	-\$3,957,827	\$1,152,813	\$19,075,146
01/01/2045	12/31/2045	\$131,750	\$41,508		-\$3,284,197		-\$505,149	\$0	\$0	\$0	-\$3,789,346	\$1,004,330	\$16,463,388
01/01/2046	12/31/2046	\$130,432	\$39,110		-\$3,181,254		-\$505,149	\$0	\$0	\$0	-\$3,686,403	\$854,654	\$13,801,181
01/01/2047	12/31/2047	\$129,128	\$34,825		-\$3,042,668		-\$505,149			\$0	-\$3,547,817		\$11,120,395
01/01/2048	12/31/2048	\$127,837	\$32,348		-\$2,955,279		-\$505,149			\$0	-\$3,460,428	\$548,873	\$8,369,024
01/01/2049	12/31/2049	\$126,558	\$28,301		-\$2,812,236		-\$505,149			\$0	-\$3,317,385		\$5,598,728
01/01/2050	12/31/2050	\$125,293	\$26,412		-\$2,667,070		-\$505,149				-\$3,172,219		\$2,812,840
01/01/2051	12/31/2051	\$124,040	\$24,471		-\$2,531,992		-\$505,149	\$0	\$0	\$0	-\$3,037,141	\$75,790	\$0

Version Updates v20220701p

Version Date updated

v20220701p 07/01/2022

**TEMPLATE 7** v20220701p

#### 7a - Assumption/Method Changes for SFA Eligibility

File name: Template 7 Plan Name, where "Plan Name" is an abbreviated version of the plan name.

Instructions for Section C, Item (7)a. of the Instructions for Filing Requirements for Multiemployer Plans Applying for Special Financial Assistance:

Sheet 7a of Template 7 is not required if the plan is eligible for SFA under § 4262.3(a)(2) (MPRA suspensions) or § 4262.3(a)(4) (certain insolvent plans) of PBGC's special financial assistance regulation.

Sheet 7a of Template 7 is not required if the plan is eligible based on a certification of plan status completed before January 1, 2021.

Sheet 7a of Template 7 is not required if the plan is eligible based on a certification of plan status completed after December 31, 2020 but reflects the same assumptions as those in the pre-2021 certification of plan status.

Provide a table identifying which assumptions/methods used in determining the plan's eligibility for SFA differ from those used in the pre-2021 certification of plan status and brief explanations as to why using those assumptions/methods is no longer reasonable and why the changed assumptions/methods are reasonable.

This table should identify <u>all changed assumptions/methods</u> (including those that are reflected in the Baseline provided in Template 5A or Template 5B) and should be an abbreviated version of information provided in Section D, Item (6)a. of the SFA filing instructions.

For example, if the mortality assumption used in the pre-2021 certification of plan status is the RP-2000 mortality table, and the plan proposes to change to the Pri-2012(BC) table, complete one line of the table as follows:

	(A)	(B)	(C)
Assumption/Method That Has Changed From Assumption/Method Used in Most Recent Certification of Plan Status Completed Prior to 1/1/2021	Brief description of assumption/method used in the most recent certification of plan status completed prior to 1/1/2021	Brief description of assumption/method used in showing the plan's eligibility for SFA (if different)	Brief explanation on why the assumption/method in (A) is no longer reasonable and why the assumption/method in (B) is reasonable
Base Mortality Assumption	RP-2000 mortality table	Pri-2012(BC) mortality table	Prior assumption is outdated. New assumption reflects more recently published experience for blue collar workers.

Add one line for each assumption/method that has changed from that used in the most recent certification of plan status completed prior to 1/1/2021.

Since this Template 7a is intended as an abbreviated version of more detailed information provided in Section D, Item (6)a. of the SFA filing instructions, it is not necessary to include full tables of rates at every age (e.g., for retirement, turnover, etc.). Instead, a high level description that focuses on what aspect of the assumption/method has changed is preferred.

**Template 7 - Sheet 7a** v20220701p

Assumption/Method Changes - SFA Eligibility

PLAN INFORMATION							
Abbreviated Plan Name:							
EIN:							
PN:							

Brief description of basis for qualifying for SFA

(e.g., critical and declining status in 2020, insolvent plan, critical status and meet other criteria)

(A) (B) (C) Assumption/Method That Has Changed From Brief description of assumption/method used in the most recent certification of plan status Brief description of assumption/method used in showing the plan's eligibility for SFA (if

Brief explanation on why the assumption/method in (A) is no longer reasonable and why the Assumption/Method Used in Most Recent in (A) is no longer reasonable and why the Certification of Plan Status Completed Prior to completed prior to 1/1/2021 different) assumption/method in (B) is reasonable 1/1/2021

**TEMPLATE 7** v20220701p

#### 7b - Assumption/Method Changes for SFA Amount

File name: Template 7 Plan Name, where "Plan Name" is an abbreviated version of the plan name.

Instructions for Section C, Item (7)b. of the Instructions for Filing Requirements for Multiemployer Plans Applying for Special Financial Assistance:

Provide a table identifying which assumptions/methods used in determining the amount of SFA differ from those used in the pre-2021 certification of plan status (except the non-SFA and SFA interest rates) and brief explanations as to why using those original assumptions/methods is no longer reasonable and why the changed assumptions/methods are reasonable.

Please state if the changed assumption is an extension of the CBU assumption or the administrative expenses assumption as described in Paragraph A "Adoption of assumptions not previously factored into pre-2021 certification of plan status" of Section III, Acceptable Assumption Changes of PBGC's guidance on Special Financial Assistance Assumptions.

This table should identify <u>all changed assumptions/methods</u> except for the interest rates (including those that are reflected in the Baseline provided in Template 5B) and should be an abbreviated version of information provided in Section D, Item (6)b. of the SFA filing instructions.

For example, if the mortality assumption used in the pre-2021 certification of plan status is the RP-2000 mortality table, and the plan proposes to change to the Pri-2012(BC) table, complete one line of the table as follows:

	(A)	(B)	(C)
Assumption/Method That Has Changed From Assumption Used in Most Recent Certification of Plan Status Completed Prior to 1/1/2021	Brief description of assumption/method used in the most recent certification of plan status completed prior to 1/1/2021	Brief description of assumption/method used to determine the requested SFA amount (if different)	Brief explanation on why the assumption/method in (A) is no longer reasonable and why the assumption/method in (B) is reasonable
Base Mortality Assumption	RP-2000 mortality table	Pri-2012(BC) mortality table	Original assumption is outdated. New assumption reflects more recently published experience for blue collar workers.

For example, assume the plan is projected to be insolvent in 2029 in the pre-2021 certification of plan status. The plan changes its CBU assumption by extending the assumption to the later projection years as described in Paragraph A, "Adoption of assumptions not previously factored into pre-2021 certification of plan status" of Section III, Acceptable Assumption Changes of PBGC's guidance on Special Financial Assistance Assumptions. Complete one line of the table as follows:

	(A)	(B)	(C)
Assumption/Method That Has Changed From Assumption Used in Most Recent Certification of Plan Status Completed Prior to 1/1/2021	Brief description of assumption/method used in the most recent certification of plan status completed prior to 1/1/2021	Brief description of assumption/method used to determine the requested SFA amount (if different)	Brief explanation on why the assumption/method in (A) is no longer reasonable and why the assumption/method in (B) is reasonable
CBU Assumption	Decrease from most recent plan year's actual number of CBUs by 2% per year to 2028	i projection vear to 7117x as shown in	Original assumption does not address years after original projected insolvency in 2029. Proposed assumption uses acceptable extension methodology.

Add one line for each assumption/method that has changed from that used in the most recent certification of plan status completed prior to 1/1/2021.

Since this Template 7b is intended as an abbreviated version of more detailed information provided in Section D, Item (6)b. of the SFA filing instructions, it is not necessary to include full tables of rates at every age (e.g., for retirement, turnover, etc.). Instead, a high level description that focuses on what aspect of the assumption/method has changed is preferred.

## Template 7 - Sheet 7b Assumption/Method Changes - SFA Amount

PLAN INFORMATION

1 LAN INFORMATION				
Abbreviated Plan Name:	Local 1783 IBEW PF			
EIN:	13-1889643			
PN:	001			

(A) (B) Assumption/Method That Has Changed From Brief description of assumption/method used in Brief description of assumption/method used to Brief explanation on why the assumption/method Assumption Used in Most Recent Certification of the most recent certification of plan status determine the requested SFA amount (if in (A) is no longer reasonable and why the Plan Status Completed Prior to 1/1/2021 completed prior to 1/1/2021 different) assumption/method in (B) is reasonable Pri-2012 amount-weighted blue collar mortality Original assumption is outdated. New 1983 Group Annuity Mortality Table with no ssumption reflects more recently published Mortality table, projected with scale MP-2021 on a fully projection. generational basis. xperience for blue collar workers. 45% of new entrants are hired at age 25, 25% at Assumption (A) does not reflect the plan's Terminating members were replaced by by new hires reflecting the demographic characteristics of New Entrants age 35, 15% at age 45 and 15% at age 55. 20% experience. Assumption (B) better reflects the members they replace. of new entrants are female. istorical and anticipated plan experience. Assumption (A) does not reflect the plan's No retirements were assumed prior to Normal Retirement rates from age 62 to 65 based upon Retirement experience. Assumption (B) better reflects Retirement Date. recent plan experience. istorical and anticipated plan experience. Assumption (A) does not reflect the plan's No terminations were assumed prior to Normal Withdrawal Withdrawal rates per the Sarason T-6 Table. experience. Assumption (B) better reflects Retirement Date. istorical and anticipated plan experience. Retirement benefits are adjusted for delayed Terminated vested members over Normal etirement to the valuation date (January 1, 2022) (A) is not reasonable as it does not reflect the Retirement Age were assumed to take their or the Required Beginning Date ("RBD"), if administrative practice of the Fund. (B) properly arlier. If the member has passed the RBD, a penefit on the valuation date. No delayed Terminated Vested members over Normal reflects the Fund's operations and anticipated retirement increase was applied. For those past ump sum is payable on the SFA measurement Retirement Age xperience. Assumption (B) is in accordance their Required Beginning Date for a Required late equalling the total missed payments from with PBGC SFA regulation 22-07 for Acceptable RBD through January 1, 2022. No benefits were Minimum Distribution, no lump sum for the Assumption Changes. missed payments was valued. included for terminated vested members age 85 and older. CBUs and active membership decrease at the rate Assumption (A) does not reflect the plan's of 3% per year for the ten years through experience. Assumption (B) better reflects CBUs and active membership were assumed to Contribution Base Units (CBUs) and Active December 31, 2032, and 1% per year thereafter, istorical and anticipated plan experience. remain level in the future. Active participants Membership with 2/3 of the decline due to employer Assumption (B) is in accordance with PBGC SFA were assumed to work 49 weeks per year. withdrawals. Active participants are assumed to regulation 22-07 for Generally Accepted work 52 weeks per year. Assumption Changes. One current withdrawn employer is expected to make payments through the end of its payment (A) is no longer reasonable as a new withdrawal period (October 2041) with 100% collectability from the plan has occurred, and the receivable Withdrawal liability payments that were assumed. Future employer withdrawals from the amount as of December 31, 2019 has already Withdrawal Liability Payments receivable as of December 31, 2019, were plan are assumed to account for two-thirds of the been paid. (B) better represents the anticipated ssumed to be collected immediately. collection of withdrawal liability payments decline in CBUs each year. Future withdrawal liability payments are assumed to continue for 20 during the 30-year projection period. years with 100% probability of collection. Assumption (A) was not extended beyond the pre 2021 certification projection period. Assumption \$425,000 per year, increasing 2.25% per annum Administrative expenses were assumed to B) better reflects the past and anticipated plan Administrative Expense Inflation through the plan year ending in 2051, limited to increase by 1.5% per year through the last xperience. Assumption (B) limits administrative projection plan year ending in 2032. 15% of benefit payments. xpenses as described in PBGC SFA regulations 22-07 for Acceptable Assumption Changes.

Version Updates v20220802p

Version Date updated

v20220802p 08/02/2022 Cosmetic changes to increase the size of some rows

v20220701p 07/01/2022

### **Contribution and Withdrawal Liability Details**

Provide details of the projected contributions and withdrawal liability payments used to calculate the requested SFA amount. This should include total contributions, contribution base units (including identification of the base unit used (i.e., hourly, weekly)), average contribution rate(s), reciprocity contributions (if applicable), additional contributions from the rehabilitation plan (if applicable), and any other identifiable contribution streams. For withdrawal liability, separately show amounts for currently withdrawn employers and for future assumed withdrawals. Also provide the projected number of active participants at the beginning of each plan year.

The first row in the projection period is for the period beginning on the SFA measurement date and ending on the last day of the plan year containing the SFA measurement date. For all other periods, provide the full plan year of information up to the plan year ending in 2051.

#### PLAN INFORMATION

Abbreviated Plan Name:	Local 1783 IBEW PF	
EIN:	13-1889643	
PN:	001	

Unit (e.g. hourly, weekly)

All Other	Commons	of N	Ton	[	mant 1	[maama
All Other	Sources	of N	Non-	Investr	nent I	Income

SFA Measurement Date / Plan Year Start Date	Plan Year End Date	Total Contributions*	Total Contribution Base Units	Average Contribution Rate	Reciprocity Contributions (if applicable)	Additional Rehab Plan Contributions (if applicable)	Other - Explain if Applicable	Withdrawal Liability Payments for Currently Withdrawn Employers	Withdrawal Liability Payments for Projected Future Withdrawals	Projected Number of Active Participants (Including New Entrants) at the Beginning of the Plan Year
12/31/2022	12/31/2023	\$197,491	3,777	\$52.29	***	11	**	\$14,484		75
01/01/2024	12/31/2024	\$191,566	3,664	\$52.29				\$19,312		
01/01/2025	12/31/2025	\$185,819	3,554	\$52.29				\$19,312		
01/01/2026	12/31/2026	\$180,244	3,447	\$52.29				\$19,312	\$14,661	
01/01/2027	12/31/2027	\$174,837	3,344	\$52.29				\$19,312		
01/01/2028	12/31/2028	\$169,592	3,244	\$52.29				\$19,312	\$23,269	
01/01/2029	12/31/2029	\$164,504	3,146	\$52.29				\$19,312	\$27,317	62
01/01/2030	12/31/2030	\$159,569	3,052	\$52.29				\$19,312	\$29,205	61
01/01/2031	12/31/2031	\$154,782	2,960	\$52.29				\$19,312	\$32,993	59
01/01/2032	12/31/2032	\$150,138	2,872	\$52.29				\$19,312	\$36,827	57
01/01/2033	12/31/2033	\$148,637	2,843	\$52.29				\$19,312	\$40,712	55
01/01/2034	12/31/2034	\$147,151	2,814	\$52.29				\$19,312	\$40,712	
01/01/2035	12/31/2035	\$145,679	2,786	\$52.29				\$19,312	\$42,616	54
01/01/2036	12/31/2036	\$144,222	2,758	\$52.29				\$19,312	\$42,616	54
01/01/2037	12/31/2037	\$142,780	2,731	\$52.29				\$19,312	\$44,495	
01/01/2038	12/31/2038	\$141,352	2,703	\$52.29				\$19,312	\$44,495	53
01/01/2039	12/31/2039	\$139,939	2,676	\$52.29				\$19,312	\$46,357	
01/01/2040	12/31/2040	\$138,539	2,650	\$52.29				\$19,312	\$48,212	51
01/01/2041	12/31/2041	\$137,154	2,623	\$52.29				\$19,312	\$48,212	51
01/01/2042	12/31/2042	\$135,782	2,597	\$52.29				\$0	\$50,057	50
01/01/2043	12/31/2043	\$134,425	2,571	\$52.29				\$0	\$50,057	50
01/01/2044	12/31/2044	\$133,080	2,545	\$52.29				\$0	\$47,780	49
01/01/2045	12/31/2045	\$131,750	2,520	\$52.29				\$0	\$41,508	49
01/01/2046	12/31/2046	\$130,432	2,495	\$52.29				\$0	\$39,110	48
01/01/2047	12/31/2047	\$129,128	2,470	\$52.29				\$0	\$34,825	48
01/01/2048	12/31/2048	\$127,837	2,445	\$52.29				\$0	\$32,348	47
01/01/2049	12/31/2049	\$126,558	2,421	\$52.29				\$0	\$28,301	47
01/01/2050	12/31/2050	\$125,293	2,396	\$52.29				\$0	\$26,412	47
01/01/2051	12/31/2051	\$124,040	2,372	\$52.29				\$0	\$24,471	46

<sup>\*</sup> Total contributions shown here should be contributions based upon CBUs and should not include items separately shown in any columns under "All Other Sources of Non-Investment Income."

Version Updates v20230727

Version Date updated v20230727 07/27/2023

### **TEMPLATE 10** v20230727

### Pre-2021 Zone Certification, Baseline Details, and Final SFA Assumption Summaries

File name: Template 10 Plan Name, where "Plan Name" is an abbreviated version of the plan name.

Provide a table identifying and summarizing which assumptions/methods were used in each of the pre-2021 certification of plan status, the Baseline details (Template 5A or Template 5B), and the final SFA calculation (Template 4A or Template 4B).

This table should identify <u>all assumptions/methods used</u>, including those that are reflected in the Baseline provided in Template 5A or Template 5B and any assumptions not explicitly listed. Please identify the source (file and page number) of the pre-2021 certification of plan status assumption. Additionally, please select the appropriate assumption change category per SFA assumption guidance\*. Please complete all rows of Template 10. If an assumption on Template 10 does not apply to the application, please enter "N/A" and explain as necessary in the "comments" column. If the application contains assumptions not listed on Template 10, create additional rows as needed.

See the table below for a brief example of how to fill out the requested information in summary form. In the example the first row demonstrates how one would fill out the information for a change in the mortality assumption used in the pre-2021 certification of plan status, where the RP-2000 mortality table was the original assumption, and the plan proposes to change to the Pri-2012(BC) table.

	(A)	(B)	(C)	(D)	(E)
	Source of (B)	Assumption/Method Used in Most Recent Certification of Plan Status Completed Prior to 1/1/2021	Baseline Assumption/Method Used	Final SFA Assumption/Method Used	Category of assumption change from (B) to (D) per SFA Assumption Guidance
Base Mortality - Healthy	2019 Company XYZ AVR.pdf p. 55	RP-2000 mortality table	Pri-2012(BC) mortality table	Same as baseline	Acceptable Change
Contribution Base Units	2020 Company XYZ ZC.pdf p. 19	125,000 hours projected to insolvency in 2024	125,000 hours projected through the SFA projection period in 2051	100,000 hours projected with 3.0% reductions annually for 10 years and 1.0% reductions annually thereafter	Generally Acceptable Change
Assumed Withdrawal Payments -Future Withdrawals	2020 Company XYZ ZC.pdf p. 20	None assumed until insolvency in 2024	None assumed through the SFA projection period in 2051	Same as baseline	Other Change
Retirement - Actives	2019 Company XYZ AVR.pdf p. 54	Age         Actives           55         10%           56         20%           57         30%           58         40%           59         50%           60+         100%	Same as Pre-2021 Zone Cert	Same as baseline	No Change

Add additional lines if needed.

 $<sup>{\</sup>tt *https://www.pbgc.gov/sites/default/files/sfa/sfa-assumptions-guidance.pdf}$ 

Abbreviated Plan Name:	Local 1783 IBEW PF		
EIN:	13-1889643		
PN:	001		

	(A)	(B)	(C)	(D)	(E)	
	Source of (B)	Assumption/Method Used in Most Recent Certification of Plan Status Completed Prior to 1/1/2021	Baseline Assumption/Method Used	Final SFA Assumption/Method Used	Category of assumption change from (B) to (D) per SFA Assumption Guidance	Comments
SFA Measurement Date	N/A	N/A	12/31/2022	12/31/2022	N/A	
Census Data as of	2020Zone20200323 Local 1783 IBEW PF.pdf page 2	01/01/2019	01/01/2022	01/01/2022	N/A	
DEMOGRAPHIC ASSUMPTIONS						
Base Mortality - Healthy	2019AVR Local 1783 IBEW PF.pdf page 20	1983 Group Annuity Mortality Table	Pri-2012 amount-weighted BC mortality table	Same as baseline	Acceptable Change	
Mortality Improvement - Healthy	2019AVR Local 1783 IBEW PF.pdf page 20	None	Scale MP-2021	Same as baseline	Acceptable Change	
Base Mortality - Disabled	2019AVR Local 1783 IBEW PF.pdf page 20	1983 Group Annuity Mortality Table	Pri-2012 amount-weighted disabled retiree mortality table	Same as baseline	Acceptable Change	
Mortality Improvement - Disabled	2019AVR Local 1783 IBEW PF.pdf page 20	None	Scale MP-2021	Same as baseline	Acceptable Change	
Retirement - Actives	2019AVR Local 1783 IBEW PF.pdf page 20	Age 65 and 5 years of participation	Age 65 and 5 years of participation	Age Rate 62 25% 63 5% 64 0% 65+ 100%	Other Change	
Retirement - TVs	2019AVR Local 1783 IBEW PF.pdf page 20	Age 65	Same as Pre-2021 Zone Cert	Same as baseline	No Change	
Turnover	2019AVR Local 1783 IBEW PF.pdf page 20	None	Same as Pre-2021 Zone Cert	Withdrawal rates per the Sarason T-6 Table	Other Change	
Disability	2019AVR Local 1783 IBEW PF.pdf page 20	None	Same as Pre-2021 Zone Cert	Same as baseline	No Change	
Optional Form Elections - Actives	Not explicitly listed but used for 2019AVR Local 1783 PF.pdf	Participants are assumed to elect the normal form for single participants (5-year certain and life)	Same as Pre-2021 Zone Cert	Same as baseline	No Change	

Abbreviated Plan Name:	Local 1783 IBEW PF			
EIN:	13-1889643			
PN:	001			

	(A)	(B)	(C)	(D)	(E)	
	Source of (B)	Assumption/Method Used in Most Recent Certification of Plan Status Completed Prior to 1/1/2021	Baseline Assumption/Method Used	Final SFA Assumption/Method Used	Category of assumption change from (B) to (D) per SFA Assumption Guidance	Comments
Optional Form Elections - TVs	Not explicitly listed but used for 2019AVR Local 1783 PF.pdf	Participants are assumed to elect the normal form for single participants (5-year certain and life)	Same as Pre-2021 Zone Cert	Same as baseline	No Change	
Marital Status	Not explicitly listed but used for 2019AVR Local 1783 PF.pdf	88% married	Same as Pre-2021 Zone Cert	Same as baseline	No Change	
Spouse Age Difference	Not explicitly listed but used for 2019AVR Local 1783 PF.pdf	Husbands 6 years older than wives	Same as Pre-2021 Zone Cert	Same as baseline	No Change	
Active Participant Count	2020Zone20200323 Local 1783 IBEW PF.pdf page 2	level future active count	level future active count	4% increase in 2022, followed by 3% decline per year through 12/31/2032, and 1% decline per year thereafter.	Generally Acceptable Change	
		Terminating members are	20% assumed to be female, with the following age distribution:  Age Weighting  25 45%			
New Entrant Profile	2020Zone20200323 Local 1783 IBEW PF.pdf page 2	replaced by new members hired at the same age as the members they replace.	35 25% 45 15% 55 15%	Same as baseline	Acceptable Change	
		For inactive members missing a date of birth, their age is assumed to be the same as the average age of other participants of the same				
Missing or Incomplete Data	N/A	status.	Same as Pre-2021 Zone Cert	Same as baseline	No Change	

Abbreviated Plan Name:	Local 1783 IBEW PF		
EIN:	13-1889643		
PN:	001		

	(A)	(B)	(C)	(D)	(E)	
	Source of (B)	Assumption/Method Used in Most Recent Certification of Plan Status Completed Prior to 1/1/2021	Baseline Assumption/Method Used	Final SFA Assumption/Method Used	Category of assumption change from (B) to (D) per SFA Assumption Guidance	Comments
	Not explicitly listed but used	Terminated vested members over normal retirement age were assumed to take their benefit on the valuation date.  No delayed retirement increase was applied. In addition, no lump sum for missed payments was valued for those over their required beginning date for a		Retirement benefits are adjusted for delayed retirement to the valuation date (1/1/22) or the Required Beginning Date ("RBD"), if earlier. If the member has passed the RBD, a lump sum is payable on the SFA measurement date equalling the accumulated missed payments from RBD through 1/1/22. A lump sum for missed payments was not valued if a member started to collect or died prior to the SFA measurement date. Benefits for members over		
"Missing" Terminated Vested Participant Assumption	for 2019AVR Local 1783 IBEW PF.pdf	minimum required distribution.	Same as Pre-2021 Zone Cert	age 85 as of 12/31/22 are not included in the cashflow.	Acceptable Change	
Treatment of Participants Working Past Retirement Date	2019AVR Local 1783 IBEW PF.pdf page 20	Assumed to retire immediately	Same as Pre-2021 Zone Cert	Same as baseline	No Change	
Assumptions Related to Reciprocity  Other Demographic Assumption 1	N/A	None	Same as Pre-2021 Zone Cert	Same as baseline	No Change	
Other Demographic Assumption 2						

PL	١N	IN	FO	R۱	ſΑ	TI	O	١

Abbreviated Plan Name:	Local 1783 IBEW PF		
EIN:	13-1889643		
PN:	001		

2020Zone20200323 Local

1783 IBEW PF.pdf page 2

EIN:	13-1889643					
PN:	001					
	(A)	(B)	(C)	(D)	(E)	
	Source of (B)	Assumption/Method Used in Most Recent Certification of Plan Status Completed Prior to 1/1/2021	Baseline Assumption/Method Used	Final SFA Assumption/Method Used	Category of assumption change from (B) to (D) per SFA Assumption Guidance	Comments
Other Demographic Assumption 3						
NON-DEMOGRAPHIC ASSUMPTION	IS					
Contribution Base Units	2020Zone20200323 Local 1783 IBEW PF.pdf page 2	Level future base units. Active participants are assumed to work 49 weeks	Same as Pre-2021 Zone Cert	3% decline per year through 12/31/2032, and 1% decline per year thereafter, with 2/3 of the decline due to employer withdrawals. Active participants assumed to work 52 weeks per year.	Generally Acceptable Change	
Contribution Rate	2020Zone20200323 Local 1783 IBEW PF.pdf page 2	Pates in effect as negotiated by 3/23/2020	Rates in effect as negotiated by 7/9/2021 (no change from Pre-2021 Zone Cert)	Same as baseline	Acceptable Change	
Administrative Expenses	2020Zone20200323 Local 1783 IBEW PF.pdf page 2	\$422,500 per year, increasing 1.5% per annum. Only applied through the plan year ending in 2032.	Same as Pre-2021 Zone Cert	\$425,000 per year, increasing 2.25% per annum through the plan year ending in 2051, limited to 15% of benefit payments.	1	

Same as Pre-2021 Zone Cert

100% probability that

withdrawn employer RMS

will continue to make

quarterly payments when due

Other Change

Receivable withdrawal liability payments that were

included in the Plan's financial statements were

assumed to be paid

immediately.

Assumed Withdrawal Payments -Currently Withdrawn Employers

Abbreviated Plan Name:	Local 1783 IBEW PF		
EIN:	13-1889643		
PN:	001		

	(A)	(B)	(C)	(D)	(E)	
	Source of (B)	Assumption/Method Used in Most Recent Certification of Plan Status Completed Prior to 1/1/2021	Baseline Assumption/Method Used	Final SFA Assumption/Method Used	Category of assumption change from (B) to (D) per SFA Assumption Guidance	Comments
				•	-	
				Future employer withdrawals from the plan are assumed to account for two thirds of the decline in CBUs each year. Future withdrawal liability payments are assumed to continue for 20 years with		
Assumed Withdrawal Payments -Future Withdrawals	N/A	None	None	100% probability of collection.	Other Change	
Other Assumption 1						
Other Assumption 2						
Other Assumption 3						
CASH FLOW TIMING ASSUMPTION	S					
Benefit Payment Timing	Not explicitly listed but used for 2020Zone20200323 Local 1783 IBEW PF.pdf	equal monthly installments at the beginning of each month	Same as Pre-2021 Zone Cert	Same as baseline		
	Not explicitly listed but used for 2020Zone20200323	equal monthly installments at		0 1 1		
Contribution Timing	Local 1783 IBEW PF.pdf	the end of each month	Same as Pre-2021 Zone Cert	Same as baseline		
Withdrawal Payment Timing	Not explicitly listed but used for 2020Zone20200323 Local 1783 IBEW PF.pdf	Immediate	Same as Pre-2021 Zone Cert	Quarterly each January, April, July and October at the beginning of the month	Other Change	

## PLAN INFORMATION

Abbreviated Plan Name:	Local 1783 IBEW PF		
EIN:	13-1889643		
PN:	001		

	(A)	(B)	(C)	(D)	(E)	
١		Assumention Mathed IVandin				
ı		Assumption/Method Used in				
١		Most Recent Certification of			Category of assumption	
١		Plan Status Completed Prior	Baseline Assumption/Method	Final SFA	change from (B) to (D) per	
ı	Source of (B)	to 1/1/2021	Used	Assumption/Method Used	SFA Assumption Guidance	Comments
Ī						
ı						
ı	Not explicitly listed but used					
ı	for 2020Zone20200323	equal monthly installments at				
ı	Local 1783 IBEW PF.pdf	the end of each month	Same as Pre-2021 Zone Cert	Same as baseline		
Ī						
1						

Administrative Expense Timing

Other Payment Timing

Create additional rows as needed.

		Monthly	Benefit			Delayed
Date of		Accrued	Commencment	Age at		Retirement
Birth	Sex	Benefit	Date BCD	1/1/2022	Age at BCD	Increase
		291.54	04/01/2011	82.17	71.42	1.6132
		80.82	04/01/2011	82.17	71.42	1.6132
		157.21	04/01/2012	80.58	70.83	1.5391
		130.00	04/01/2013	80.33	71.58	1.6351
		381.54	04/01/2018	74.75	71.00	1.5586
		132.93	04/01/2019	73.58	70.83	1.5391
		243.24	04/01/2021	72.00	71.25	1.5914
		688.37	04/01/2021	71.83	71.08	1.5695
		205.90	04/01/2021	71.58	70.83	1.5391
		761.64	01/01/2022	71.00	71.00	1.5586
		811.48	01/01/2022	70.83	70.83	1.5391
		520.00	01/01/2022	70.33	70.33	1.4807
		137.31	01/01/2022	70.17	70.17	1.4612
		197.69	01/01/2022	70.00	70.00	1.4417
		888.60	01/01/2022	69.92	69.92	1.4324
		785.04	01/01/2022	69.67	69.67	1.4045
		813.40	01/01/2022	68.92	68.92	1.3218
		276.37	01/01/2022	68.92	68.92	1.3218
		859.04	01/01/2022	68.92	68.92	1.3218
		796.84	01/01/2022	68.67	68.67	1.2973
		830.07	01/01/2022	68.50	68.50	1.2809
		606.08	01/01/2022	68.42	68.42	1.2728
		170.23	01/01/2022	68.25	68.25	1.2564
		89.23	01/01/2022	67.92	67.92	1.2247
		205.95	01/01/2022	67.75	67.75	1.2103
		170.00	01/01/2022	66.67	66.67	1.1198
		255.77	01/01/2022	66.67	66.67	1.1198
		463.65	01/01/2022	66.58	66.58	1.1134
		742.92	01/01/2022	66.50	66.50	1.1070
		180.38	01/01/2022	66.42	66.42	1.1006
		324.62	01/01/2022	66.17	66.17	1.0814
		200.00	01/01/2022	66.00	66.00	1.0686
		1121.60	01/01/2022	65.42	65.42	1.0286
		423.04	01/01/2022	65.33	65.33	1.0229
		552.00	01/01/2022	65.33	65.33	1.0229
		840.80	01/01/2022	65.17	65.17	1.0114

Monthly Benefit at BCD in SLA	Monthly Benefit at BCD in	
form	50%J&S form	<b>Missed Pymts</b>
470.33	437.50	56,945.36
130.38	108.80	14,369.79
241.97	201.92	24,187.18
212.56	177.38	19,068.52
594.68	553.17	25,116.74
204.60	190.32	6,337.01
387.09	323.03	2,976.44
1080.43	901.62	8,307.69
316.91	264.46	2,436.79
1187.11	990.64	
1248.98	1042.28	
769.96	642.53	
200.64	167.43	
285.01	237.84	
1272.84	1062.18	
1102.56	920.09	
1075.13	897.20	
365.30	304.84	
1135.46	947.54	
1033.72	862.64	
1063.26	887.29	
771.40	643.73	
213.88	198.95	
109.28	101.65	
249.26	208.01	
190.36	158.86	
286.41	239.01	
516.22	430.78	
822.39	686.29	
198.52	165.67	
351.03	292.94	
213.71	178.34	
1153.64	962.71	
432.71	361.09	

564.61

850.41

471.17

709.66

#### Form 5500

Department of the Treasury Internal Revenue Service

Department of Labor Employee Benefits Security Administration

Pension Benefit Guaranty Corporation

## Annual Return/Report of Employee Benefit Plan

This form is required to be filed for employee benefit plans under sections 104 and 4065 of the Employee Retirement Income Security Act of 1974 (ERISA) and sections 6057(b) and 6058(a) of the Internal Revenue Code (the Code).

 Complete all entries in accordance with the instructions to the Form 5500. OMB Nos. 1210-0110 1210-0089

2022

This Form is Open to Public Inspection

_					Inspection	
Part I Annual Report Identification Information						
For cale	ndar plan year 2022 or fisc	cal plan year beginning 01/01/2022		and ending 12/31/20	22	
A This	This return/report is for:    a multiemployer plan   a multiple-employer plan (Filers checking this box must attach a list of participating employer information in accordance with the form instructions.)					ns.)
_		a single-employer plan	a DFE (specify			
<b>B</b> This	return/report is:	the first return/report	the final return	(1) 1.1 (1) 1.	W V	
7		an amended return/report	92 (70)	ear return/report (less than 12	10 march 10	
C If the	plan is a collectively-barg	ained plan, check here			• 🛛	
D Chec	k box if filing under:	Form 5558	X automatic exte	nsion	the DFVC program	
		special extension (enter description	n)			
E If this	is a retroactively adopted	plan permitted by SECURE Act section	201, check here		• 🛮	
Part II	Basic Plan Infor	mation—enter all requested informatio	n			
	ne of plan	JND OF LOCAL 1783 I.B.E.W.			1b Three-digit plan number (PN) ▶	001
LINO		THE OF EGONE THOU I.B.E.M.			1c Effective date of pla 01/01/1959	an
2a Plan sponsor's name (employer, if for a single-employer plan)2b Employer IdentificationMailing address (include room, apt., suite no. and street, or P.O. Box)Number (EIN)City or town, state or province, country, and ZIP or foreign postal code (if foreign, see instructions)13-1889643						
BOARD	OF TRUSTEES OF THE	PENSION AND INSURANCE FUND OF	F LOCAL 1783 I.B.		2c Plan Sponsor's tele number 914-948-3771	ephone
	INESS PARK DRIVE NK, NY 10603-2414		TH BROADWAY WHITE PLAINS, NY	10603-2414	2d Business code (see instructions) 525920	е
Caution	: A penalty for the late o	r incomplete filing of this return/repor	t will be assessed (	unless reasonable cause is	established.	
Under penalties of perjury and other penalties set forth in the instructions, I declare that I have examined this return/report, including accompanying schedules, statements and attachments, as well as the electronic version of this return/report, and to the best of my knowledge and belief, it is true, correct, and complete.						
100 TO 10						
SIGN HERE Filed with authorized/valid electronic signature. 10/16			10/16/2023	JORDAN EL-HAG		
	Signature of plan admi	inistrator	Date	Enter name of individual sig	gning as plan administrator	
SIGN	Filed with authorized/valid	d electronic signature.	10/16/2023	ANDREW FAIR		
HERE	Signature of employer	/plan sponsor	Date	Enter name of individual sig	gning as employer or plan sp	onsor
SIGN						

Date

Enter name of individual signing as DFE

Form 5500 (2022) Page **2** 

3a	Plan administrator's name and address X Same as Plan	3b Administrator's EIN						
							3c Administrator's telephone number	
4	If the name and/or EIN of the plan sponsor or the plan name enter the plan sponsor's name, EIN, the plan name and the					4b EIN	N.	
a c	24.000					4d PN	l.	
5	Total number of participants at the beginning of the plan ye	ar				5	844	
6	Number of participants as of the end of the plan year unles 6a(2), 6b, 6c, and 6d).	s otherwise stated	(welfare plans	com	plete only lines 6a(1),			
a(	(1) Total number of active participants at the beginning of the	ne plan year		*****		6a(1)	73	
a(	(2) Total number of active participants at the end of the pla	n year				6a(2)	72	
b	Retired or separated participants receiving benefits			•••••		6b	335	
С	Other retired or separated participants entitled to future ber	nefits				6c	443	
d	Subtotal. Add lines 6a(2), 6b, and 6c			*****		6d	850	
е	Deceased participants whose beneficiaries are receiving or	r are entitled to rec	ceive benefits			6e		
f	Total. Add lines 6d and 6e					6f	850	
g	Number of participants with account balances as of the end complete this item)	d of the plan year (	only defined co	ontrib	ution plans	6g	5	
h	Number of participants who terminated employment during less than 100% vested					6h		
7	Enter the total number of employers obligated to contribute	to the plan (only n	nultiemployer p	olans	complete this item)	7	12	
8a b	<ul> <li>8a If the plan provides pension benefits, enter the applicable pension feature codes from the List of Plan Characteristics Codes in the instructions:</li> <li>1A</li> <li>b If the plan provides welfare benefits, enter the applicable welfare feature codes from the List of Plan Characteristics Codes in the instructions:</li> </ul>							
9a	Plan funding arrangement (check all that apply)				arrangement (check all tha	at apply)		
	(1) X Insurance (2) Code section 412(e)(3) insurance contracts		(1)	X	Insurance Code section 412(e)(3) i	insurance	e contracts	
	(3) X Trust		(3)	X	Trust	inouruno	o contracto	
	(4) General assets of the sponsor		(4)		General assets of the sp	onsor		
10	Check all applicable boxes in 10a and 10b to indicate which	h schedules are at	tached, and, w	here	indicated, enter the numb	er attach	ned. (See instructions)	
а	a Pension Schedules		b Genera	I Sch	iedules			
	(1) X R (Retirement Plan Information)		(1)	$\times$	H (Financial Inform	nation)		
	(2) X MB (Multiemployer Defined Benefit Plan and	Certain Money	(2)		I (Financial Inform	ation – S	Small Plan)	
	Purchase Plan Actuarial Information) - signed		(3)	П	A (Insurance Infor	mation)		
	actuary		(4)	$\boxtimes$	C (Service Provide	er Informa	ation)	
	(3) SB (Single-Employer Defined Benefit Plan A	ctuarial	(5)	П	D (DFE/Participation	ng Plan I	nformation)	
	Information) - signed by the plan actuary		(6)		<b>G</b> (Financial Trans	action S	chedules)	

	Form 5500 (2022)	Page 3				
Part III	Form M-1 Compliance Information (to be completed by we	Ifare benefit plans)				
2520.	11a If the plan provides welfare benefits, was the plan subject to the Form M-1 filing requirements during the plan year? (See instructions and 29 CFR 2520.101-2.)					
11b Is the plan currently in compliance with the Form M-1 filing requirements? (See instructions and 29 CFR 2520.101-2.)						
11c Enter the Receipt Confirmation Code for the 2022 Form M-1 annual report. If the plan was not required to file the 2022 Form M-1 annual report, enter the Receipt Confirmation Code for the most recent Form M-1 that was required to be filed under the Form M-1 filing requirements. (Failure to enter a valid Receipt Confirmation Code will subject the Form 5500 filing to rejection as incomplete.)						

Receipt Confirmation Code\_

## **SCHEDULE MB** (Form 5500)

Department of the Treasury Internal Revenue Service

Department of Labor Employee Benefits Security Administration

Multiemployer Defined Benefit Plan and Certain Money Purchase Plan Actuarial Information

This schedule is required to be filed under section 104 of the Employee Retirement Income Security Act of 1974 (ERISA) and section 6059 of the Internal Revenue Code (the Code).

2022

OMB No. 1210-0110

This Form is Open to Public Inspection

Pension Benefit Guaranty Corporation		mspection		
For calendar plan year 2022 or fiscal	File as an attachment to Form 5500 or 5500-SF.  plan year beginning 01/01/2022 a	nd ending	12/31/2022	
Round off amounts to nearest		-		
A TOUR AND A STATE OF THE PARTY	be assessed for late filing of this report unless reasonable cause is es	stablished.		
A Name of plan	•	B Three	-digit	
PENSION AND INSURANCE FUND	OF LOCAL 1783 I.B.E.W.		number (PN) 001	
		E ESTABLISMO		
C Plan sponsor's name as shown on	line 2a of Form 5500 or 5500-SF	172 7	yer Identification Number (EIN)	
BOARD OF TRUSTEES OF THE PI	ENSION AND INSURANCE FUND OF LOCAL 1783 I.B.	13-18	89643	
=	7			
E Type of plan: (1)		instructions)	\$	
1a Enter the valuation date:	Month 01 Day 01 Year 2022			
<b>b</b> Assets				
[2] [4] [4] [4] [4] [4] [4] [4] [4] [4] [4				
- William man and a company	r funding standard account	1 100000		
	ing immediate gain methods	1c(1	39040730	
	101 to 10 700 1 Sept. 100 7 10 10 10 10 10 10 10 10 10 10 10 10 10	1c(2)	(a)	
2. F	ethods with bases			
	entry age normal method	Within 1		
	y age normal method			
	credit cost method	1c(3	39040730	
d Information on current liabilities	September 2015 - Micros - Micro - Micros - Micro - Mi			
	rent liability attributable to pre-participation service (see instructions)	1d(	1)	
(2) "RPA '94" information:				
			Sta 20 T I revenesser in the state of the st	
(b) Expected increase in c	urrent liability due to benefits accruing during the plan year	1d(2)	(b) 866565	
(c) Expected release from	"RPA '94" current liability for the plan year	1d(2)	(c)	
	nts for the plan year	1d(	2516106	
Statement by Enrolled Actuary To the best of my knowledge, the information	supplied in this schedule and accompanying schedules, statements and attachments, if any	is complete and	accurate. Each prescribed assumption was applied	
in accordance with applicable law and regula	tions. In my opinion, each other assumption is reasonable (taking into account the experienc stimate of anticipated experience under the plan.			
	F			
SIGN				
HERE	Company of actions		Detail	
	Signature of actuary		Date	
FRANK IANNUCCI			23-02541	
	e or print name of actuary		st recent enrollment number	
SUMMIT ACTUARIAL SERVICE, L		856-234-8		
	Firm name	Telepho	ne number (including area code)	
720 EAST MAIN STREET LINE OF	MOODESTOWN NI 09057			
720 EAST MAIN STREET, UNIT 2S	, NIOURES I UVIN, NJ USUS/			
	Address of the firm			
If the options has not fall and a start	u socialita as sulles assessinated in death a statute in committee the	aabadula -	and the how and are	
in the actuary has not fully reflected an	y regulation or ruling promulgated under the statute in completing this	schedule, c	neck the box and see	

Page	2		1
aye	-	-	50.475

Schedule MB (Form 5500) 2022

2 Operational informa	ation as of beginning of this pl	an year:						
a Current value of	of assets (see instructions) .					2a	51-	23459144
<b>b</b> "RPA '94" curre	ent liability/participant count l	breakdown:		(1)	Number of part	cipants	(2	) Current liability
(1) For retired	participants and beneficiari	es receiving payment		2	335		23646823	
(2) For termin	ated vested participants					443		38130044
1000 MEN TOTAL OF DESCRIPTION	participants:			70				-
3 A	ested benefits			.				216864
(b) Veste	d benefits							11323854
(c) Total	active					72		11540718
(4) Total						850		73317585
	ge resulting from dividing line					2c		32.00 %
3 Contributions made	e to the plan for the plan year	by employer(s) and employ	ees:			•		
(a) Date (MM-DD-YYYY)	(b) Amount paid by employer(s)	(c) Amount paid by employees	(a) Dat (MM-DD-Y		(b) Amount employe		c)	Amount paid by employees
06/30/2022	200093							
			Totals ▶	3(b)		200093	3(c)	2414
4 Information on plan	liability amounts included in	ilile o(b) total		************	*******************		3(d)	2414
<b>b</b> Enter code to in	tage for monitoring plan's st ndicate plan's status (see ins is "N," go to line 5	structions for attachment of	of supporting evi	dence of	plan's status).	4a 4b		60.1 % D
	ng the scheduled progress un							
<b>d</b> If the plan is in	critical status or critical and	declining status, were any	benefits reduce	ed (see in	structions)?			
	" enter the reduction in liabil f the valuation date					4e		2765
<ul><li>Projected to e emerge;</li><li>Projected to be check here</li></ul>	critical status or critical and merge from critical status with ecome insolvent within 30 years ted to emerge from critical s	thin 30 years, enter the placears, enter the plan year in	n which insolven	cy is exp	ected and	4f		2029
5 Actuarial cost met	hod used as the basis for th	is plan year's funding stan	dard account co	mputatio	ns (check all tha	it apply):		
a Attained a	ge normal <b>b</b>	Entry age normal	c X	Accrue	d benefit (unit cr	edit)	d	Aggregate
e Frozen ini	tial liability <b>f</b>	Individual level premium	g	Individu	ıal aggregate		h	Shortfall
i Other (spe	ecify):							
j If box h is chec	ked, enter period of use of s	hortfall method				5j		
The	peen made in funding metho	1915. (400°), 1,400°, 1,400°, 1,000°,						
	" was the change made pur				1727	······		Yes No
m It line k is "Yes, approving the o	" and line I is "No," enter the change in funding method	date (MM-DD-YYYY) of t	ne ruling letter (	ındividua	l or class)	5m		

Page 3 -	1
----------	---

Schedule MB (Form 5500) 2022

6 (	Check	list of certain actuarial assumptions:							
а	Inte	rest rate for "RPA '94" current liability					6a		2.22 %
				Γ	Pre-retireme	nt	Post-	retiremer	nt
b	) Rate	es specified in insurance or annuity contrac	nts	F	Yes X No	N/A	Yes	No	N/A
		tality table code for valuation purposes:				-			
•		Males		6c(1)		2			2
		Females		6c(2)		2F			2F
	2 3 3	uation liability interest rate		6d		7.25 %			7.25 %
		353	1	6e	0/	X N/A		-	301-400
		ary scale		oe	%	A N/A			
T		ndrawal liability interest rate:	1		D	П =Biox 1011	Пои	П	
	8650	Type of interest rate	Į.	6f(1)	X Single rate	ERISA 4044	Other	∐ N/A	4
	(2)	If "Single rate" is checked in (1), enter appl	icable single rate			6f(2)			7.25 %
Q	Esti	mated investment return on actuarial value	of assets for year	r ending on	the valuation date	6g			18.0 %
r	1 Esti	mated investment return on current value of	of assets for year	ending on th	ne valuation date	6h		10-10	18.0 %
i	Exp	ense load included in normal cost reported	in line 9b			6i			N/A
	(1)	If expense load is described as a percenta	ge of normal cost	t, enter the a	ssumed percentage	6i(1)			%
		If expense load is a dollar amount that var in line 9b				6i(2)			540500
	(3)	If neither (1) nor (2) describes the expense	load, check the	box		6i(3)			
7١	Vew a	mortization bases established in the currer	it plan year:						==
		(1) Type of base		(2) Initial ba	lance	(3) Amort	tization Char	ge/Credit	
		1			1496644		*	155644	
_	152 0	10.12 100							
		laneous information:				T T			
а		waiver of a funding deficiency has been ap (Y) of the ruling letter granting the approva				8a			
ŀ		nographic, benefit, and contribution information				<del> </del>			
	(1)	Is the plan required to provide a projection instructions for required attachment	of expected ben					Ye	es X No
	(2)	Is the plan required to provide a Schedule						X Ye	s No
	(3)	Is the plan required to provide a projection instructions) If "Yes," attach a schedule.	2000 90	- Table - 1980	the resource through the second			X Ye	es No
C		any of the plan's amortization bases opera						∏ Ye	s X No
02		r to 2008) or section 431(d) of the Code? .							
C	1 IT III (1)	ne c is "Yes," provide the following addition:  Was an extension granted automatic appr		on 431(d)(1)	of the Code?			Ye	s No
	(2)	If line 8d(1) is "Yes," enter the number of		200 020		8d(2)			_
		Was an extension approved by the International			는 사람들이 많아 있다면 하면 하다면 보고 있다면 하면 되었다면 하면 보고 있다면 하다면 하다.			П үе	s $\Pi$ No
	2020	prior to 2008) or 431(d)(2) of the Code?						1 e	s 🗌 NO
	(4)	If line 8d(3) is "Yes," enter number of year including the number of years in line (2)).				8d(4)			
		If line 8d(3) is "Yes," enter the date of the				8d(5)			
	(6)	If line 8d(3) is "Yes," is the amortization be section 6621(b) of the Code for years beg						Ye	s No
e	con	ox 5h is checked or line 8c is "Yes," enter the tribution for the year and the minimum that thod or extending the amortization base(s)	would have been	required wit	thout using the shortfall	8e			
9 F	undir	ng standard account statement for this plan	year:						
C	Charg	es to funding standard account:							
a	Prio	or year funding deficiency, if any				9a		1	1487341
t	) Emi	plover's normal cost for plan year as of value	uation date			9b			885141

С	Amortization charges as of valuation date:	Outstanding	anding balance		
	(1) All bases except funding waivers and certain bases for which the amortization period has been extended	9c(1)		11241603	1852745
	(2) Funding waivers	9c(2)			
	(3) Certain bases for which the amortization period has been extended	9c(3)			
d	Interest as applicable on lines 9a, 9b, and 9c			9d	1011735
е	Total charges. Add lines 9a through 9d			9e	15236962
Cr	edits to funding standard account:				
f	Prior year credit balance, if any			9f	
g	Employer contributions. Total from column (b) of line 3			9g	200093
			Outstanding	balance	
h	Amortization credits as of valuation date	9h		7147358	836499
i	Interest as applicable to end of plan year on lines 9f, 9g, and 9h			9i	67899
j	Full funding limitation (FFL) and credits:	81	.50		
	(1) ERISA FFL (accrued liability FFL)	9j(1)		29830052	
	(2) "RPA '94" override (90% current liability FFL)	9j(2)		41492812	
	(3) FFL credit	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		9j(3)	ä
k	(1) Waived funding deficiency			9k(1)	
	(2) Other credits			9k(2)	
1	Total credits. Add lines 9f through 9i, 9j(3), 9k(1), and 9k(2)			91	1104491
m	Credit balance: If line 9I is greater than line 9e, enter the difference			9m	
n	Funding deficiency: If line 9e is greater than line 9l, enter the difference			9n	14132471
0	Current year's accumulated reconciliation account:				
	(1) Due to waived funding deficiency accumulated prior to the 2022 plan year	ear		90(1)	
	(2) Due to amortization bases extended and amortized using the interest ra	ate under	section 6621(b) o	of the Code:	
	(a) Reconciliation outstanding balance as of valuation date			9o(2)(a)	
	(b) Reconciliation amount (line 9c(3) balance minus line 9o(2)(a))			9o(2)(b)	
	(3) Total as of valuation date			90(3)	
0	Contribution necessary to avoid an accumulated funding deficiency. (see ins	tructions.)		10	14132471
11	Has a change been made in the actuarial assumptions for the current plan ye	ear? If "Ye	s," see instruction	ons	Yes X No

### SCHEDULE C (Form 5500)

Department of the Treasury Internal Revenue Service

Department of Labor Employee Benefits Security Administration Pension Benefit Guaranty Corporation **Service Provider Information** 

This schedule is required to be filed under section 104 of the Employee Retirement Income Security Act of 1974 (ERISA).

File as an attachment to Form 5500.

OMB No. 1210-0110

2022

This Form is Open to Public Inspection.

For calendar plan year 2022 or fiscal plan year beginning 01/01/2022	and ending 12/31/2022				
A Name of plan	B Three-digit				
PENSION AND INSURANCE FUND OF LOCAL 1783 I.B.E.W.	plan number (PN) 001				
	Para transfer (C. 17)				
C Plan sponsor's name as shown on line 2a of Form 5500	D Employer Identification Number (EIN)				
BOARD OF TRUSTEES OF THE PENSION AND INSURANCE FUND OF LOCAL 1783 I.B.	13-1889643				
Part I Service Provider Information (see instructions)					
You must complete this Part, in accordance with the instructions, to report the information re or more in total compensation (i.e., money or anything else of monetary value) in connection plan during the plan year. If a person received <b>only</b> eligible indirect compensation for which answer line 1 but are not required to include that person when completing the remainder of t	with services rendered to the plan or the person's position with the the plan received the required disclosures, you are required to				
1 Information on Persons Receiving Only Eligible Indirect Compensati	on				
a Check "Yes" or "No" to indicate whether you are excluding a person from the remainder of the					
indirect compensation for which the plan received the required disclosures (see instructions	for definitions and conditions)				
<b>b</b> If you answered line 1a "Yes," enter the name and EIN or address of each person providing received only eligible indirect compensation. Complete as many entries as needed (see inst					
(b) Enter name and EIN or address of person who provided you disc	closures on eligible indirect compensation				
(b) Enter name and EIN or address of person who provided you disc	closures on eligible indirect compensation				
(b) Enter name and EIN or address of person who provided you disc	closures on eligible indirect compensation				
(b) Enter name and EIN or address of person who provided you disc	closures on eligible indirect compensation				

Schedule C (Form 5500) 2022	Page <b>2-</b> 1
(b) Enter name and EIN or address of person who provided yo	ou disclosures on eligible indirect compensation
(b) Enter name and EIN or address of person who provided yo	ou disclosures on eligible indirect compensation
<b>(b)</b> Enter name and EIN or address of person who provided yo	ou disclosures on eligible indirect compensation
(b) Enter name and EIN or address of person who provided yo	u disclosures on eligible indirect compensation
(b) Enter name and EIN or address of person who provided yo	ou disclosures on eligible indirect compensation
(b) Enter name and EIN or address of person who provided yo	ou disclosures on eligible indirect compensation
(b) Enter name and EIN or address of person who provided yo	ou disclosures on eligible indirect compensation
(b) Enter name and EIN or address of person who provided yo	u disclosures on eligible indirect compensation
(2) hambana o. addices of person mile provided ye	in an analysis of the second s

Page	3.	- 1	ī
------	----	-----	---

answered	"Yes" to line 1a above	e, complete as many	entries as needed to list ea	r Indirect Compensation	indirectly, \$5,000 or more in t	otal compensation
(i.e., mon	ey or anything eise or			ne plan or their position with the address (see instructions)	plan during the plan year. (Se	ee instructions).
FIRST AC	TUARIAL CONSULTI		1501 B	ROADWAY YORK, NY 10036		
26-384252	22					
(b) Service Code(s)	Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0	(h)  Did the service provider give you a formula instead of an amount or estimated amount?
17	NONE	90000	Yes No	Yes No	0	Yes No
	'	(	a) Enter name and EIN or	address (see instructions)		
13-188964	13			SINESS PARK DR NK, NY 10504		
(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0	(h) Did the service provider give you a formula instead of an amount or estimated amount
13	EMPLOYEE	64511	Yes No X	Yes No		Yes No
	**	(	a) Enter name and EIN or	address (see instructions)		
				SINESS PARK DR NK, NY 10504		
13-188964	43					
(b) Service Code(s)	Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0	(h) Did the service provider give you a formula instead of an amount or estimated amount?
13	NONE	47424	Yes No X	Yes No		Yes No

-	2	-	
Page	J	-	2

(i.e., mon			a) Enter name and EIN or	address (see instructions)		
MCCART	HY & PREECE PLLC			BEDFORD RD SCO, NY 10549		
84-366788	37					
(b) Service Code(s)	Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0	(h) Did the service provider give you a formula instead of an amount or estimated amount?
22	NONE	42000	Yes No 🛛	Yes No		Yes No
	!	(	a) Enter name and EIN or	address (see instructions)	!	
LOCAL 14				SINESS PARK DR NK, NY 10504		
<b>/</b> L\	7-2	(-1)	(-)	(5)	(-)	/L\
(b) Service Code(s)	Relationship to employer, employer organization, or person known to be a party-in-interest	Enter direct compensation paid by the plan. If none, enter -0	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0	(h) Did the service provider give you a formula instead of an amount or estimated amount?
14	PLAN SPONSOR	27484	Yes No 🛛	Yes No		Yes No
						•
	× = =	(	a) Enter name and EIN or	address (see instructions)		
QUAN-VE	ST	(	390 PL	ANDOME ROAD ASSET, NY 11030		
QUAN-VE		(	390 PL	ANDOME ROAD		
		(d) Enter direct	(e) Did service provider receive indirect	ANDOME ROAD	Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0	(h)  Did the service provider give you a formula instead of an amount or estimated amount?

Page	3 -	3
raye	<b>J</b> -	0

answered	"Yes" to line 1a above	e, complete as many	entries as needed to list ea	or Indirect Compensation ach person receiving, directly or the plan or their position with the	indirectly, \$5,000 or more in t	otal compensation
		0	(a) Enter name and EIN or	r address (see instructions)		
BUCHBIN	IDER TUNICK & CO L	LC		PENN PLAZA YORK, NY 10119		
13-157884	12					
(b) Service Code(s)	Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0	(h) Did the service provider give you a formula instead of an amount or estimated amount
10	AUDITOR	22800	Yes No 🛛	Yes No		Yes No
			a) Enter name and EIN or	address (see instructions)		A.
ANDREW 20-332240	FAIR, ESQ.			ERLAKEN DR. CHESTER, NY 10709		
(b) Service Code(s)	Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0	(h) Did the service provider give you a formula instead of an amount or estimated amount?
20	TRUSTEE	18000	Yes No 🛚	Yes No		Yes No
	<del>*************************************</del>	(	a) Enter name and EIN or	address (see instructions)		
MATTHE	W ROCCO			ST MAIN ST SUITE 200 FORD, NY 10523		
13-188964	43					
(b) Service Code(s)	Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0	(h) Did the service provider give you a formula instead of an amount or estimated amount
28	TRUSTEE	18000	Yes No No	Yes No	0	Yes No

	100 E	
Page	3 -	4

orm 5500) 202:

answered	"Yes" to line 1a above	e, complete as many	entries as needed to list ea	r Indirect Compensation ach person receiving, directly or ne plan or their position with the	indirectly, \$5,000 or more in t	otal compensation
		83	(a) Enter name and EIN or	address (see instructions)		
DYLAN W	/ILEY			SINESS PARK DR NK, NY 10603		
13-183573	37					
(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0	(h) Did the service provider give you a formula instead of an amount or estimated amount
20	TRUSTEE	18000	Yes No	Yes No	0	Yes No
		(	a) Enter name and EIN or	address (see instructions)		A
13-188964	43		10000000	SINESS PARK DR NK, NY 10504		
(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0	(h) Did the service provider give you a formula instead of an amount or estimated amount
13	NONE	15409	Yes No X	Yes No		Yes No
	X :	(	a) Enter name and EIN or	address (see instructions)		
SUMMIT	ACTUARIAL SERVICE	ES		REAKNESS DR UREL, NJ 08054		
11-438593	30					
(b) Service Code(s)	Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0	(h) Did the service provider give you a formula instead of an amount or estimated amount
11	NONE	13000	Yes No 🛚	Yes No		Yes No

_	2	
Page	ა -	5

2. Information on Other Service Providers Receiving Direct or Indirect Compensation. Except for those persons for whom you

		8	(a) Enter name and EIN or	r address (see instructions)		
				SINESS PARK DR NK, NY 10504		
13-188964	43					
(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0	(h) Did the service provider give you a formula instead of an amount or estimated amount?
15	NONE	11564	Yes No 🛚	Yes No		Yes No
		(	a) Enter name and EIN or	address (see instructions)		
(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0	(h) Did the service provider give you a formula instead of an amount or estimated amount?
			Yes No	Yes No		Yes No
		(	a) Enter name and EIN or	address (see instructions)		
						-
(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0	(h) Did the service provider give you a formula instead of an amount or estimated amount?
			Yes No No	Yes No		Yes No

### Part I Service Provider Information (continued)

3. If you reported on line 2 receipt of indirect compensation, other than eligible indirect comper or provides contract administrator, consulting, custodial, investment advisory, investment may questions for (a) each source from whom the service provider received \$1,000 or more in incorprovider gave you a formula used to determine the indirect compensation instead of an amount many entries as needed to report the required information for each source.	anagement, broker, or recordkeepin direct compensation and (b) each so	g services, answer the following ource for whom the service
(a) Enter service provider name as it appears on line 2	(b) Service Codes	(c) Enter amount of indirect
	(see instructions)	compensation
(d) Enter name and EIN (address) of source of indirect compensation	formula used to determine	compensation, including any the service provider's eligibility the indirect compensation.
(a) Enter service provider name as it appears on line 2	(b) Service Codes (see instructions)	(C) Enter amount of indirect compensation
(d) Ester name and EIN (address) of source of indirect companyation	(a) Describe the indirect	
(d) Enter name and EIN (address) of source of indirect compensation	formula used to determine	compensation, including any the service provider's eligibility the indirect compensation.
(a) Enter service provider name as it appears on line 2	(b) Service Codes (see instructions)	(C) Enter amount of indirect compensation
(d) Enter name and EIN (address) of source of indirect compensation	formula used to determine	compensation, including any the service provider's eligibility the indirect compensation.

Part II Service Providers Who Fail or Refuse to Provide Information					
		or who failed or refused to provide the information necessary to complete			
(a) Enter name and EIN or address of service provider (see instructions)	(b) Nature of Service Code(s)	(C) Describe the information that the service provider failed or refused to provide			
(a) Enter name and EIN or address of service provider (see instructions)	(b) Nature of Service Code(s)	(C) Describe the information that the service provider failed or refused to provide			
(a) Enter name and EIN or address of service provider (see	(b) Nature of	(C) Describe the information that the service provider failed or refused to			
instructions)	Service Code(s)	provide			
(a) Enter name and EIN or address of service provider (see instructions)	(b) Nature of Service Code(s)	(C) Describe the information that the service provider failed or refused to provide			
(a) Enter name and EIN or address of service provider (see instructions)	(b) Nature of Service Code(s)	(C) Describe the information that the service provider failed or refused to provide			
(a) Enter name and EIN or address of service provider (see instructions)	(b) Nature of Service Code(s)	(C) Describe the information that the service provider failed or refused to provide			

1

Part III Termination Information on Accountants and Enrolled Actuaries (see instructions)				
<u>_</u>	Nema	(complete as many entries as needed)	h cini	
_a_	Name: Position		b EIN:	
d	Addres		<b>e</b> Telephone:	
u	Addres	SS.	e relepriorie:	
Ex	planatio	n:		
	•			
a	Name:		b EIN:	
C	Positio			
d	Addres		e Telephone:	
Ex	planatio	n:		
а	Name:		<b>b</b> EIN:	
С	Positio	n:		
d	Addres	ss:	e Telephone:	
Ex	planatio	n:		
			T	
<u>a</u>	Name:		b EIN:	
<u>_</u>	Positio		A Talankana	
d	Addres	SS;	e Telephone:	
Ex	planatio	n:		
	.piailatio	••		
<u>'a</u>	Name:		b EIN:	
c	Positio		Page - Sea 11 11	
d	Addres		e Telephone:	
•		<del></del> -	- Compliano.	
Ex	planation	n:		

### SCHEDULE H (Form 5500)

Department of the Treasury Internal Revenue Service

Employee Benefits Security Administration

**Financial Information** 

This schedule is required to be filed under section 104 of the Employee Retirement Income Security Act of 1974 (ERISA), and section 6058(a) of the Internal Revenue Code (the Code).

File as an attachment to Form 5500.

OMB No. 1210-0110

2022

This Form is Open to Public Inspection

Pension Benefit Guaranty Corporation				Inspect	ion
For calendar plan year 2022 or fiscal plan year beginning 01/01/2022	and endi	ng 12/31/2022			
A Name of plan PENSION AND INSURANCE FUND OF LOCAL 1783 I.B.E.W.	В	Three-digit plan number (	PN)	×	001
C Plan sponsor's name as shown on line 2a of Form 5500 BOARD OF TRUSTEES OF THE PENSION AND INSURANCE FUND OF LOCAL 1783 I.B.	D	Employer Ident		n Number	(EIN)
		14 TO 10 TO	NO.		

#### Part I Asset and Liability Statement

1 Current value of plan assets and liabilities at the beginning and end of the plan year. Combine the value of plan assets held in more than one trust. Report the value of the plan's interest in a commingled fund containing the assets of more than one plan on a line-by-line basis unless the value is reportable on lines 1c(9) through 1c(14). Do not enter the value of that portion of an insurance contract which guarantees, during this plan year, to pay a specific dollar benefit at a future date. Round off amounts to the nearest dollar. MTIAs, CCTs, PSAs, and 103-12 IEs do not complete lines 1b(1), 1b(2), 1c(8), 1g, 1h, and 1i. CCTs, PSAs, and 103-12 IEs also do not complete lines 1d and 1e. See instructions.

Assets		(a) Beginning of Year	(b) End of Year		
Total noninterest-bearing cash	1a	236953	112049		
Receivables (less allowance for doubtful accounts):					
(1) Employer contributions	1b(1)	11671	10766		
(2) Participant contributions	1b(2)				
(3) Other	1b(3)	574032	581295		
General investments:     (1) Interest-bearing cash (include money market accounts & certificates of deposit)	1c(1)				
(2) U.S. Government securities	1c(2)				
(3) Corporate debt instruments (other than employer securities):					
(A) Preferred	1c(3)(A)				
(B) All other	1c(3)(B)				
(4) Corporate stocks (other than employer securities):					
(A) Preferred	1c(4)(A)				
(B) Common	1c(4)(B)				
(5) Partnership/joint venture interests	1c(5)				
(6) Real estate (other than employer real property)	1c(6)	3282565	3538928		
(7) Loans (other than to participants)	1c(7)				
(8) Participant loans	1c(8)				
(9) Value of interest in common/collective trusts	1c(9)				
(10) Value of interest in pooled separate accounts	1c(10)				
(11) Value of interest in master trust investment accounts	1c(11)				
(12) Value of interest in 103-12 investment entities	1c(12)				
(13) Value of interest in registered investment companies (e.g., mutual funds)	1c(13)	20176849	14320473		
(14) Value of funds held in insurance company general account (unallocated contracts)	1c(14)				
(15) Other	1c(15)				

1d	Employer-related investments:		(a) Beginning of Year	(b) End of Year
	(1) Employer securities	1d(1)		
	(2) Employer real property	1d(2)		
е	Buildings and other property used in plan operation	1e		
f	Total assets (add all amounts in lines 1a through 1e)	1f	24282070	18563511
	Liabilities	60		
g	Benefit claims payable	1g		
h	Operating payables	1h	47006	16118
i	Acquisition indebtedness	1i		
j	Other liabilities	1j		
k	Total liabilities (add all amounts in lines 1g through1j)	1k	47006	16118
	Net Assets		*	
1	Net assets (subtract line 1k from line 1f)	11	24235064	18547393

#### Part II Income and Expense Statement

2 Plan income, expenses, and changes in net assets for the year. Include all income and expenses of the plan, including any trust(s) or separately maintained fund(s) and any payments/receipts to/from insurance carriers. Round off amounts to the nearest dollar. MTIAs, CCTs, PSAs, and 103-12 IEs do not complete lines 2a, 2b(1)(E), 2e, 2f, and 2g.

Income		(a) Amount	(b) Total
Contributions:			1000010
(1) Received or receivable in cash from: (A) Employers	2a(1)(A)	200093	
(B) Participants	2a(1)(B)		
(C) Others (including rollovers)	2a(1)(C)		
(2) Noncash contributions	2a(2)		
(3) Total contributions. Add lines 2a(1)(A), (B), (C), and line 2a(2)	2a(3)		200093
Earnings on investments:			
(1) Interest:	15		
(A) Interest-bearing cash (including money market accounts and certificates of deposit)	2b(1)(A)		
(B) U.S. Government securities	2b(1)(B)		
(C) Corporate debt instruments	2b(1)(C)		
(D) Loans (other than to participants)	2b(1)(D)		
(E) Participant loans	2b(1)(E)		
(F) Other	2b(1)(F)		
(G) Total interest. Add lines 2b(1)(A) through (F)	2b(1)(G)		
(2) Dividends: (A) Preferred stock	2b(2)(A)		
(B) Common stock	2b(2)(B)		
(C) Registered investment company shares (e.g. mutual funds)	2b(2)(C)	449154	
(D) Total dividends. Add lines 2b(2)(A), (B), and (C)	2b(2)(D)		449154
(3) Rents	2b(3)		
(4) Net gain (loss) on sale of assets: (A) Aggregate proceeds	2b(4)(A)		
(B) Aggregate carrying amount (see instructions)	2b(4)(B)		
(C) Subtract line 2b(4)(B) from line 2b(4)(A) and enter result	2b(4)(C)		
(5) Unrealized appreciation (depreciation) of assets: (A) Real estate	2b(5)(A)		
(B) Other	2b(5)(B)		
(C) Total unrealized appreciation of assets.  Add lines 2b(5)(A) and (B)	2b(5)(C)		

		(a) A	mount		(b) Total
(6) Net investment gain (loss) from common/collective trusts	. 2b(6)				
(7) Net investment gain (loss) from pooled separate accounts	2b(7)				
(8) Net investment gain (loss) from master trust investment accounts	2b(8)				74
(9) Net investment gain (loss) from 103-12 investment entities	2b(9)				
(10) Net investment gain (loss) from registered investment companies (e.g., mutual funds)	2b(10)				-3294167
C Other income	. 2c				37855
<b>d</b> Total income. Add all <b>income</b> amounts in column (b) and enter total <b>Expenses</b>	. 2d				-2607065
Benefit payment and payments to provide benefits:					
(1) Directly to participants or beneficiaries, including direct rollovers	2e(1)		25	16106	
(2) To insurance carriers for the provision of benefits					
(3) Other	0. (0)	2			
(4) Total benefit payments. Add lines 2e(1) through (3)	1				2516106
	-			-	2010100
f Corrective distributions (see instructions)	* 2			-	
h Interest expense				-	10
i Administrative expenses: (1) Professional fees		·	2	23300	
(2) Contract administrator fees	0:(0)		-	20000	
(3) Investment advisory and management fees	01/01		9	24000	
(4) Other				17200	
	0:/5		3	17200	564500
(5) Total administrative expenses. Add lines 2i(1) through (4)	228				
j Total expenses. Add all expense amounts in column (b) and enter total					3080606
Net Income and Reconciliation	2k			1	5007074
k Net income (loss). Subtract line 2j from line 2d  I Transfers of assets:	ZN				-5687671
	21(1)			ŀ	
(1) To this plan	01(0)			-	
(2) From this plan	,-/				
Part III Accountant's Opinion					
3 Complete lines 3a through 3c if the opinion of an independent qualified publi attached.	c accountant	s attached to thi	is Form	5500. Com	plete line 3d if an opinion is not
<b>a</b> The attached opinion of an independent qualified public accountant for this p	lan is (see ins	structions):			
(1) 🛛 Unmodified (2) 🗌 Qualified (3) 📗 Disclaimer (4)	1) Adverse				
b Check the appropriate box(es) to indicate whether the IQPA performed an E performed pursuant to both 29 CFR 2520.103-8 and 29 CFR 2520.103-12(cm.)	d). Check box	(3) if pursuant to	neither		
(1) DOL Regulation 2520.103-8 (2) DOL Regulation 2520.103-12(d) (3	o) M neither L	OL Regulation 2	2520.10	3-8 nor DO	L Regulation 2520.103-12(d).
C Enter the name and EIN of the accountant (or accounting firm) below:  (1) Name: BUCHBINDER TUNICK & CO LLP		(2) EIN: 13	-157884	2	
<b>d</b> The opinion of an independent qualified public accountant is <b>not attached</b> b	ecause:				
(1) This form is filed for a CCT, PSA, or MTIA. (2) It will be atta	ched to the n	ext Form 5500 p	ursuant	to 29 CFR	2520.104-50.
Part IV Compliance Questions					
CCTs and PSAs do not complete Part IV. MTIAs, 103-12 IEs, and GIAs do 103-12 IEs also do not complete lines 4j and 4l. MTIAs also do not complete lines 4j and 4l. MTIAs also do not complete lines 4j and 4l. MTIAs also do		e lines 4a, 4e, 41	f, 4g, 4h,	4k, 4m, 4r	n, or 5.
During the plan year:			Yes	No	Amount
a Was there a failure to transmit to the plan any participant contributions wit					
period described in 29 CFR 2510.3-102? Continue to answer "Yes" for an fully corrected. (See instructions and DOL's Voluntary Fiduciary Correction				Х	

Pag	е	4-
1 ag	v	

Schedule H (Form 5500) 2022

1

		.00	Yes	No	Amou	unt
b	Were any loans by the plan or fixed income obligations due the plan in default as of the close of the plan year or classified during the year as uncollectible? Disregard participant loans secured by participant's account balance. (Attach Schedule G (Form 5500) Part I if "Yes" is checked.)	4b		×		
С	Were any leases to which the plan was a party in default or classified during the year as uncollectible? (Attach Schedule G (Form 5500) Part II if "Yes" is checked.)	4c	Î	Х		
d	Were there any nonexempt transactions with any party-in-interest? (Do not include transactions reported on line 4a. Attach Schedule G (Form 5500) Part III if "Yes" is checked.)	4d		X		
е	Was this plan covered by a fidelity bond?	4e	Х			5000000
f	Did the plan have a loss, whether or not reimbursed by the plan's fidelity bond, that was caused by fraud or dishonesty?	4f		Х		
g	Did the plan hold any assets whose current value was neither readily determinable on an established market nor set by an independent third party appraiser?	4g		X		
h	Did the plan receive any noncash contributions whose value was neither readily determinable on an established market nor set by an independent third party appraiser?	4h		×		
i	Did the plan have assets held for investment? (Attach schedule(s) of assets if "Yes" is checked, and see instructions for format requirements.)	4i	Х			
j	Were any plan transactions or series of transactions in excess of 5% of the current value of plan assets? (Attach schedule of transactions if "Yes" is checked and see instructions for format requirements.)	<b>4</b> j		X		
k	Were all the plan assets either distributed to participants or beneficiaries, transferred to another plan, or brought under the control of the PBGC?	4k		X		
1	Has the plan failed to provide any benefit when due under the plan?	41		Х		
m	If this is an individual account plan, was there a blackout period? (See instructions and 29 CFR 2520.101-3.)	4m		Х		
n	If 4m was answered "Yes," check the "Yes" box if you either provided the required notice or one of the exceptions to providing the notice applied under 29 CFR 2520.101-3	4n		Х		
5a	Has a resolution to terminate the plan been adopted during the plan year or any prior plan year? Ye If "Yes," enter the amount of any plan assets that reverted to the employer this year	s 🛚	No			u.
5b	If, during this plan year, any assets or liabilities were transferred from this plan to another plan(s), ide transferred. (See instructions.)	ntify t	he plan	(s) to	which assets or liabi	lities were
	5b(1) Name of plan(s)				<b>5b(2)</b> EIN(s)	<b>5b(3)</b> PN(s)
						2
				+		
i	Vas the plan a defined benefit plan covered under the PBGC insurance program at any time during this instructions.)  "Yes" is checked, enter the My PAA confirmation number from the PBGC premium filing for this plan year.	X	Yes	(See E		

### SCHEDULE R (Form 5500)

Department of the Treasury Internal Revenue Service

Department of Labor Employee Benefits Security Administration

Pension Benefit Guaranty Corporation

### **Retirement Plan Information**

This schedule is required to be filed under sections 104 and 4065 of the Employee Retirement Income Security Act of 1974 (ERISA) and section 6058(a) of the Internal Revenue Code (the Code).

File as an attachment to Form 5500.

OMB No. 1210-0110

2022

This Form is Open to Public Inspection.

Fo	r calendar į	plan year 2022 or fiscal plan year beginning 01/01/2022 and er	ndin	g 12/31/	2022	04		
A Name of plan PENSION AND INSURANCE FUND OF LOCAL 1783 I.B.E.W.					er		001	
				(PN)			001	
C	Plan enone	or's name as shown on line 2a of Form 5500	D	Employer Id	lentifics	ation Nun	her /FIN	J)
		RUSTEES OF THE PENSION AND INSURANCE FUND OF LOCAL 1783 I.B.	_			adon isan	iber (Eir	•)
				13-188964	3			
	Part I	Distributions						9
	ALCOHOLD STATE	s to distributions relate only to payments of benefits during the plan year.						i i
1		ue of distributions paid in property other than in cash or the forms of property specified in the		1				
2		EIN(s) of payor(s) who paid benefits on behalf of the plan to participants or beneficiaries during the greatest dollar amounts of benefits):	ig th	ne year (if mor	e than	two, ente	er EINs o	of the
	EIN(s):							
	AND 000 US	paring plans, ESOPs, and stock bonus plans, skip line 3.						
		Person Temperature (Control of the Control of the C						
3		of participants (living or deceased) whose benefits were distributed in a single sum, during the	plar	n <b>3</b>				
	Part II	Funding Information (If the plan is not subject to the minimum funding requirements	of s	ection 412 of	the Inte	rnal Rev	enue Co	de or
		ERISA section 302, skip this Part.)	31.5					
4	Is the plan	administrator making an election under Code section 412(d)(2) or ERISA section 302(d)(2)?			Yes	×	No	N/A
	If the pla	n is a defined benefit plan, go to line 8.						
5	If a waive	er of the minimum funding standard for a prior year is being amortized in this						
		r, see instructions and enter the date of the ruling letter granting the waiver. Date: Month	_	Da	у		Year	
27.0	2000 To 2000	completed line 5, complete lines 3, 9, and 10 of Schedule MB and do not complete the re		inder of this	schedu	ıle.		
6		the minimum required contribution for this plan year (include any prior year accumulated fund	-	6a				
		iency not waived)		-	-			
	<b>b</b> Enter	the amount contributed by the employer to the plan for this plan year		6b				
		act the amount in line 6b from the amount in line 6a. Enter the result r a minus sign to the left of a negative amount)		6с				
	If you co	ompleted line 6c, skip lines 8 and 9.						
7	Will the m	inimum funding amount reported on line 6c be met by the funding deadline?			Yes		No	N/A
8	If a chan	ge in actuarial cost method was made for this plan year pursuant to a revenue procedure or ot	her	2				21012
1,000	authority	providing automatic approval for the change or a class ruling letter, does the plan sponsor or	plan		Yes	X	No	□ N/A
,,	administ	rator agree with the change?		Ц	103		110	☐ IVA
F	Part III	Amendments						
9		a defined benefit pension plan, were any amendments adopted during this plan						
		increased or decreased the value of benefits? If yes, check the appropriate o, check the "No" box	ase	Decr	ease	В	oth	No
F	Part IV	ESOPs (see instructions). If this is not a plan described under section 409(a) or 4975(e)(7	7) of	the Internal F	Revenu	e Code,	skip this	Part.
10	Were ur	nallocated employer securities or proceeds from the sale of unallocated securities used to repa					Yes	No
11								☐ No
		the ESOP has an outstanding exempt loan with the employer as lender, is such loan part of a "b						
		e instructions for definition of "back-to-back" loan.)					∐ Yes	∐ No
12	Does the	ESOP hold any stock that is not readily tradable on an established securities market?					Yes	☐ No

Page Z -	Page	2	-	Г
----------	------	---	---	---

1

Schedule R (Form 5500) 2022

Р	art \	Additional Information for Multiemployer Defined Benefit Pension Plans
13		er the following information for each employer that (1) contributed more than 5% of total contributions to the plan during the plan year or (2) was one of top-ten highest contributors (measured in dollars). See instructions. Complete as many entries as needed to report all applicable employers.
	а	Name of contributing employer BENEFIELD PRO SHOP
	b	EIN 13-3051092 C Dollar amount contributed by employer 45852
	d	Date collective bargaining agreement expires (If employer contributes under more than one collective bargaining agreement, check box and see instructions regarding required attachment. Otherwise, enter the applicable date.) Month 05 Day 17 Year 2024
	е	Contribution rate information (If more than one rate applies, check this box X and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).) (1) Contribution rate (in dollars and cents) (2) Base unit measure: Hourly X Weekly Unit of production Other (specify):
	а	Name of contributing employer BENEFIELD ELECTRIC CO.
	b	EIN 13-1697547 C Dollar amount contributed by employer 45177
	d	Date collective bargaining agreement expires (If employer contributes under more than one collective bargaining agreement, check box and see instructions regarding required attachment. Otherwise, enter the applicable date.) Month 05 Day 17 Year 2024
	е	Contribution rate information (If more than one rate applies, check this box  and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)  (1) Contribution rate (in dollars and cents)  (2) Base unit measure: Hourly  Weekly  Unit of production Other (specify):
	а	Name of contributing employer JT ROSELLE LIGHTING
	b	EIN 47-1231427 C Dollar amount contributed by employer 18907
	d	Date collective bargaining agreement expires (If employer contributes under more than one collective bargaining agreement, check box and see instructions regarding required attachment. Otherwise, enter the applicable date.) Month 07 Day 31 Year 2024
	е	Contribution rate information (If more than one rate applies, check this box  and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)  (1) Contribution rate (in dollars and cents)  (2) Base unit measure: Hourly  Weekly Unit of production Other (specify):
	а	Name of contributing employer KANDEL BROS
	b	EIN 14-1514548 C Dollar amount contributed by employer 33357
	d	Date collective bargaining agreement expires (If employer contributes under more than one collective bargaining agreement, check box and see instructions regarding required attachment. Otherwise, enter the applicable date.) Month 05 Day 30 Year 2024
	е	Contribution rate information (If more than one rate applies, check this box  and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)  (1) Contribution rate (in dollars and cents)  (2) Base unit measure: Hourly Weekly Unit of production Other (specify):
	а	Name of contributing employer VITOLITE ELECTRIC SALES CO
	b	EIN 13-2808951 C Dollar amount contributed by employer 14850
	d	Date collective bargaining agreement expires (If employer contributes under more than one collective bargaining agreement, check box and see instructions regarding required attachment. Otherwise, enter the applicable date.) Month 05 Day 30 Year 2024
	е	Contribution rate information (If more than one rate applies, check this box  and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)  (1) Contribution rate (in dollars and cents)  (2) Base unit measure: Hourly Weekly Unit of production Other (specify):
	а	Name of contributing employer USESI
	b	EIN 06-0864003 C Dollar amount contributed by employer 16573
	d	Date collective bargaining agreement expires (If employer contributes under more than one collective bargaining agreement, check box and see instructions regarding required attachment. Otherwise, enter the applicable date.) Month 12 Day 31 Year 2024
	е	Contribution rate information (If more than one rate applies, check this box  and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)  (1) Contribution rate (in dollars and cents)  (2) Base unit measure: Hourly  Weekly  Unit of production Other (specify):

_	•
Page -	

Schedule R (Form 5500) 2022

Enter the number of deferred vested and retired participants (inactive participants), as of the beginning of the plan year, whose contributing employer is no longer making contributions to the plan for:		
<b>a</b> The current plan year. Check the box to indicate the counting method used to determine the number of inactive participants:     last contributing employer   alternative   reasonable approximation (see instructions for required attachment)	14a	
<b>b</b> The plan year immediately preceding the current plan year.   Check the box if the number reported is a change from what was previously reported (see instructions for required attachment)	14b	
C The second preceding plan year. ☐ Check the box if the number reported is a change from what was previously reported (see instructions for required attachment)	14c	
Enter the ratio of the number of participants under the plan on whose behalf no employer had an obligation to ma employer contribution during the current plan year to:	ke an	
a The corresponding number for the plan year immediately preceding the current plan year	15a	
<b>b</b> The corresponding number for the second preceding plan year	15b	
	16a	
	401	
assessed against such withdrawn employers	160	
		· -
art VI Additional Information for Single-Employer and Multiemployer Defined Benef	t Pens	ion Plans
and beneficiaries under two or more pension plans as of immediately before such plan year, check box and see in	struction	s regarding supplemental
b Provide the average duration of the combined investment-grade and high-yield debt:	_	
<ul> <li>Is the amount of unpaid minimum required contributions for all years from Schedule SB (Form 5500) line 40</li> <li>If line 20a is "Yes," has PBGC been notified as required by ERISA sections 4043(c)(5) and/or 303(k)(4)? CF</li> <li>Yes.</li> <li>No. Reporting was waived under 29 CFR 4043.25(c)(2) because contributions equal to or exceeding the were made by the 30th day after the due date.</li> </ul>	greater t eck the a unpaid n	han zero?  Yes  No applicable box: ninimum required contribution
	plan year, whose contributing employer is no longer making contributions to the plan for:  a The current plan year. Check the box to indicate the counting method used to determine the number of inactive participants:   last contributing employer   alternative   reasonable approximation (see instructions for required attachment)	plan year, whose contributing employer is no longer making contributions to the plan for:  a The current plan year. Check the box to indicate the counting method used to determine the number of inactive participants:

### **Structured Attachment**

Department of the Treasury Internal Revenue Service

Department of Labor Employee Benefits Security Administration Pension Benefit Guaranty Corporation

rtment of Labor lits Security Administration Withdrawal Liability Amounts

2022

This Form is Open to Public Inspection

Name of Plan	PENSI	ON AND INSURAN	CE FUND OF LOCAL 17	83 I.B.E.W.				
Plan Year Begin	Date	01/01/2022	Plan Year Begin Date	12/31/2022	EIN	13-1889643	PN	001

Schedule MB, line 3(d)

Payment Date	Periodic Amounts	Lump Sum Amounts	Total Amounts
2022-01-01	24140		
2023-01-01	19312		
2024-01-01	19312		
2025-01-01	19312		
2026-01-01	19312		
2027-01-01	19312		
2028-01-01	19312		
2029-01-01	19312		
2030-01-01	19312		
2031-01-01	19312		
2032-01-01	19312		
2033-01-01	19312		
2034-01-01	19312		
2035-01-01	19312		
2036-01-01	19312		
2037-01-01	19312		
2038-01-01	19312		
2039-01-01	19312		
2040-01-01	19312		
2041-01-01	14484		

Pa	ıg	е	2	9

Name of Plan	PENSI	ON AND INSURAI	NCE FUND OF LOCAL 17	83 I.B.E.W.				
Plan Year Begin I	Date	01/01/2022	Plan Year End Date	12/31/2022	EIN	13-1889643	PN	001

Payment Date	Periodic Amounts	Lump Sum Amounts	Total Amounts
+			
-			
<u> </u>			
-			

### THE PENSION AND INSURANCE FUND OF LOCAL 1783 I.B.E.W.

Financial Statements and Supplemental Schedules

For the Years Ended December 31, 2022 and 2021



# THE PENSION AND INSURANCE FUND OF LOCAL 1783 I.B.E.W. Financial Statements and Supplemental Schedules For the Years Ended December 31, 2022 and 2021

### **INDEX**

	<u>Page</u>
Independent Auditor's Report	1-3
Financial Statements	
Statements of Net Assets Available for Benefits	4
Statements of Changes in Net Assets Available for Benefits	5
Notes to Financial Statements	6-18
Supplemental Schedules	
Form 5500, Schedule H, Line 4(i) Schedule of Assets (Held at End of Year) as of December 31, 2022	19
Form 5500, Schedule H, Line 4(j) Schedule of Reportable Transactions for the Year Ended December 31, 2022	20
Schedules of Administrative Expenses	21



#### INDEPENDENT AUDITOR'S REPORT

Board of Trustees
The Pension and Insurance Fund of Local 1783 I.B.E.W.

### **Opinion**

We have audited the accompanying financial statements of The Pension and Insurance Fund of Local 1783 I.B.E.W. (the Plan), an employee benefit plan subject to the Employee Retirement Income Security Act of 1974 (ERISA), which comprise the statement of net assets available for benefits as of December 31, 2022 and 2021, and the related statement of changes in net assets available for benefits for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the net assets available for benefits of The Pension and Insurance Fund of Local 1783 I.B.E.W. as of December 31, 2022 and 2021, and the changes in its net assets available for benefits for the years then ended, in accordance with accounting principles generally accepted in the United States of America.

### **Basis for Opinion**

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of The Pension and Insurance Fund of Local 1783 I.B.E.W. and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### **Responsibilities of Management for the Financial Statements**

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about The Pension and Insurance Fund of Local 1783 I.B.E.W.'s ability to continue as a going concern for one year after the date the financial statements are available to be issued.

Management is also responsible for maintaining a current plan instrument, including all plan amendments, administering the plan, and determining that the plan's transactions that are presented and disclosed in the financial statements are in conformity with the plan's provisions, including maintaining sufficient records with respect to each of the participants, to determine the benefits due or which may become due to such participants.

### **Auditor's Responsibilities for the Audit of the Financial Statements**

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether
  due to fraud or error, and design and perform audit procedures responsive to those risks.
   Such procedures include examining, on a test basis, evidence regarding the amounts and
  disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit
  procedures that are appropriate in the circumstances, but not for the purpose of
  expressing an opinion on the effectiveness of The Pension and Insurance Fund of Local
  1783 I.B.E.W.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about The Pension and Insurance Fund of Local 1783 I.B.E.W.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audits.

### Other Matter - Supplemental Schedules Required by ERISA

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplemental schedules on pages 19 through 21 are presented for purposes of additional analysis and are not a required part of the financial statements. The supplemental schedules on pages 19 and 20 represent supplementary information required by the Department of Labor's Rules and Regulations for Reporting and Disclosure under ERISA. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audits of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with generally accepted auditing standards.

In forming our opinion on the supplemental schedules, we evaluated whether the supplemental schedules, including their form and content, are presented in conformity with the Department of Labor's Rules and Regulations for Reporting and Disclosure under ERISA.

In our opinion, the information in the accompanying schedules is fairly stated, in all material respects, in relation to the financial statements as a whole, and the form and content are presented in conformity with the Department of Labor's Rules and Regulations for Reporting and Disclosure under ERISA.

**BUCHBINDER TUNICK & COMPANY LLP** 

Buchbinder Janick & Company UP

New York, NY October 16, 2023

# THE PENSION AND INSURANCE FUND OF LOCAL 1783 I.B.E.W Statements of Net Assets Available for Benefits December 31, 2022 and 2021

	2022	2021
Assets:		
Investments at fair value:  Mutual funds	\$ 14,320,473	\$ 20,176,849
Multi-employer property trust	3,538,928	3,282,565
Wall-employer property trast		0,202,000
Total investments	17,859,401	23,459,414
Receivables:	40.700	44.074
Employers' contributions	10,766	11,671
Assessed withdrawal liability	362,100	386,240
Total receivables	372,866	397,911
1014110001142100		
Cash	112,049	236,953
Prepaid expenses	219,195	187,792
Total assets	18,563,511	24,282,070
Total assets	10,505,511	24,202,010
Liabilities:		
Accounts payable and accrued expenses	16,118	9,151
PPP loan	-	37,855
Total liabilities	16,118	47,006
Net assets available for benefits	\$ 18,547,393	\$ 24,235,064
	+ 1-,-11,000	: =:,=:;;;;;

See notes to financial statements.

# THE PENSION AND INSURANCE FUND OF LOCAL 1783 I.B.E.W Statements of Changes in Net Assets Available for Benefits For the years ended December 31, 2022 and 2021

	2022	2021
(Reductions) additions: Investment (loss) income:		
Net (depreciation) appreciation in fair value of investments Interest and dividends	\$ (3,294,167) 449,154	\$ 2,985,836 839,511
	(2,845,013)	3,825,347
Less: investment fees	24,000	19,332
Net investment (loss) income	(2,869,013)	3,806,015
Employer contributions Withdrawal liability income	200,093	284,746 659,819
	200,093	944,565
PPP loan forgiveness	37,855	37,857
Total (reductions) additions	(2,631,065)	4,788,437
Deductions:		
Benefits paid directly to participants Administrative expenses	2,516,106 540,500	2,362,450 411,107
Total deductions	3,056,606	2,773,557
Net (decrease) increase	(5,687,671)	2,014,880
Net assets available for benefits: Beginning of year	24,235,064	22,220,184
End of year	<u>\$ 18,547,393</u>	\$ 24,235,064

See notes to financial statements.

### Note 1 - Description of the Plan

The following brief description of The Pension and Insurance Fund of Local 1783 I.B.E.W. (the "Plan") is provided for general information purposes only. Participants should refer to the Plan's rules and regulations for more complete information.

### General

The Plan is a multi-employer, defined benefit pension plan established under the provisions of the Agreement and Declaration of Trust, dated July 1, 1959 between employers and Local Union No. 1430, International Brotherhood of Electrical Workers (the "Union"). The Plan covers all participants employed under the terms of various collective bargaining agreements. The Plan is subject to the provisions of the Employee Retirement Income Security Act of 1974 ("ERISA"), as amended.

The Plan is supported by the contributions made by participating employers on behalf of their employees under the terms of certain collective bargaining agreements.

#### **Benefits**

The Plan provides for the payment of normal retirement, early retirement and surviving spouse death benefits on a monthly basis to eligible participants. Benefit amounts are based on the participant's age and years of credited service at retirement.

### **Contributions**

Contribution rates have been established under collective bargaining agreements entered into between the Union and the various employers. Each employer is required to make monthly contributions to the Plan at the rate(s) specified in its respective collective bargaining agreement. Participants are not required or permitted to contribute to the Plan.

#### Note 2 - Summary of Significant Accounting Policies

### **Basis of Accounting**

The accompanying financial statements have been prepared on the accrual basis of accounting.

### Note 2 - Summary of Significant Accounting Policies (Continued)

#### **Use of Estimates**

The preparation of financial statements in accordance with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, and changes therein, disclosure of contingent assets and liabilities, and the actuarial present value of accumulated plan benefits at the date of the financial statements. Actual results could differ from those estimates.

### **Investment Valuation and Income Recognition**

The Plan's investments are stated at fair value. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. See note 5 for discussion of fair value measurements.

Purchases and sales of securities are recorded on a trade date basis. Interest income is recorded on the accrual basis. Dividends are recorded on the ex-dividend date. Net (depreciation) appreciation includes the Plan's gains and losses on investments bought and sold as well as held during the year.

### **Payment of Benefits**

Benefit payments to participants are recorded upon distribution.

### Note 2 - Summary of Significant Accounting Policies (Continued)

### **Assessed Withdrawal Liability Receivable**

The Plan's policy is to recognize a receivable at its present value, net of any allowance for collectability once a withdrawal liability has been actuarially determined and formally assessed by the Plan. There was no allowance for amount deemed doubtful of collection at December 31, 2022 and 2021.

### **Subsequent Events**

The Plan has evaluated subsequent events and transactions through October 16, 2023, the date that the financial statements were available to be issued.

#### Note 3 - Concentrations of Credit Risk

Financial instruments that subject the Plan to concentrations of credit risk include cash and employers' contributions. The Plan maintains accounts at a high-quality financial institution. The Plan's deposit balances may, at times, exceed federally insured limits. The Plan has not experienced any losses on such accounts.

Of the participating employers, three and four employers represented approximately 63% and 69% of contributions income for the years ended December 31, 2022 and 2021, respectively, and two employers represented approximately 84% and 70% of total contributions receivable at December 31, 2022 and 2021, respectively.

#### Note 4 - Risks and Uncertainties

The Plan invests in various investment securities. Investment securities are exposed to various risks such as interest rate, market, and credit risks. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the values of investment securities will occur in the near term and those changes could materially affect the amounts reported in the statements of net assets available for benefits.

### Note 4 - Risks and Uncertainties (Continued)

Plan contributions are made and the actuarial present value of accumulated plan benefits are reported based on certain assumptions pertaining to interest rates, inflation rates and employee demographics, all of which are subject to change. Due to uncertainties inherent in the estimations and assumptions process, it is at least reasonably possible that changes in these estimates and assumptions in the near-term would be material to the financial statements.

#### Note 5 - Fair Value Measurements

Financial Accounting Standards Board ("FASB") Accounting Standards Codification (ASC) 820, Fair Value Measurements and Disclosures, provides the framework for measuring fair value. It defines fair value as an exit price, which is the price that would be received for an asset or paid to transfer a liability in the Plan's principal or most advantageous market for the asset or liability, in an orderly transaction between market participants on the measurement date.

The fair value hierarchy generally requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. Observable inputs reflect the assumptions market participants would use in pricing the asset or liability and are developed based on market data obtained from sources independent of the reporting entity. Unobservable inputs reflect the entity's own assumptions based on market data and the entity's judgments about the assumptions that market participants would use in pricing the asset or liability, and are to be developed based on the best information available in the circumstances.

The Plan determines the fair market value of its investment in securities based on the established fair value definition and hierarchy levels. The three levels within the hierarchy that may be used to measure fair value are:

- Level 1: Unadjusted quoted prices in active markets for identical assets or liabilities.
- Level 2: Observable inputs, including Level 1 prices that have been adjusted; quoted prices for similar assets or liabilities; quoted prices in markets that are less active than traded exchanges; and other inputs that are observable or can be substantially corroborated by observable market data.
- Level 3: Unobservable inputs that are supported by little or no market activity and that are a significant component of the fair value of the assets or liabilities.

### Note 5 - Fair Value Measurements (Continued)

The lowest level of input that is a significant component of the fair value measurements determines the placement of the entire fair value measurement in the hierarchy. The Plan's assessment of the significance of a particular input to the fair value measurement requires judgment, and may affect the classification of fair value assets and liabilities within the fair value hierarchy levels.

The following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at December 31, 2022 and 2021.

### Mutual funds:

The mutual funds are valued at the daily closing price as reported by the fund. The mutual funds held by the Plan are deemed to be actively traded.

### Multi-employer property trust:

The multi-employer trust is valued at the net asset value ("NAV") as determined by the custodian of the trust. The NAV, as provided by the custodian, is used as a practical expedient to estimate fair value. The NAV is based upon the fair value of the investments in the trust, less any liabilities. Transactions may occur daily. If the Fund were to initiate a full redemption of the trust, the investment advisors reserve the right to temporarily delay withdrawal from the trust, in order to ensure that securities liquidations will be carried out in an orderly business manner.

The preceding valuation methods may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, although the Plan believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

### Note 5 - Fair Value Measurements (Continued)

The following table sets forth, by level, the Plan's assets that were accounted for at fair value on a recurring basis as of December 31, 2022 and 2021:

		2022				2021			
	Total Fair Value	Quoted Prices (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Other Unobservable Inputs (Level 3)	Total Fair Value	Quoted Prices (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Other Unobservable Inputs (Level 3)	
Investments at fair value: Mutual funds	<u>\$ 14,320,473</u>	\$ 14,320,473	\$ -	<u> </u>	\$ 20,176,849	\$ 20,176,849	\$ -	<u>\$</u> _	
Investments measured at net asset value (NAV)*: Multi-employer property trust	3,538,928				3,282,565				
Total investments	\$ 17,859,401	\$ 14,320,473	<u>\$</u>	<u>\$</u> _	\$ 23,459,414	\$ 20,176,849	<u>\$ -</u>	<u>\$</u> _	

<sup>\*</sup> Certain investments that are measured at fair value using the net asset value per share (or its equivalent) practical expedient have not been categorized in the fair value hierarchy. The fair value amounts presented in this table are intended to permit reconciliation of the fair value hierarchy to the amounts presented in the statements of net assets available for benefits.

### Note 5 - Fair Value Measurements (Continued)

The following is a brief description of the investment objectives of the Fund's investments in the multi-employer property trust:

### **New Tower Multi-employer Property Trust**

The New Tower Multi-employer Property Trust (the "MEPT") seeks to create a diversified portfolio of institutional quality, income producing real estate to provide competitive long-term, risk-adjusted investment returns with flexibility and liquidity so that investors can easily increase or decrease participation in the MEPT. The investment is redeemable on a quarterly basis and there are no unfunded commitments. The fair market value was \$3,538,928 and \$3,282,565 as of December 31, 2022 and 2021, respectively.

### Note 6 - Assessed Withdrawal Liability

The Plan complies with the provision of the Multiemployer Pension Plan Amendment Act of 1980 (MPPAA), which requires imposition of a withdrawal liability on a participating employer that partially or totally withdraws from the Plan. Under the provisions of the MPPAA, a portion of the Plan's unfunded vested liability would be allocated to a withdrawing employer. A withdrawal liability is usually paid in quarterly installments as determined by a statutory formula over a maximum of 20 years. The Plan entered into various settlement agreements with participating employers who withdrew from the Plan and were subject to withdrawal liability assessments. Quarterly assessments are being paid through September 30, 2023. The Trustees, at times, approve settlements and payment plan arrangements for assessment amounts owed to the Plan.

During 2022 and 2021, the Plan recognized withdrawal liability income of \$-0- and \$659,819 respectively.

At December 31, 2022, the Plan was receiving withdrawal assessment payments under payment plan arrangements from a former participating employer. The receivable amount represents the present value of the remaining payments using a discount rate of 7.25%.

#### Note 7 - Actuarial Present Value of Accumulated Plan Benefits

Accumulated plan benefits are those future periodic payments that are attributable under the Plan's provisions to the service employees have rendered. Accumulated plan benefits include benefits expected to be paid to: (a) pensioners or their beneficiaries, (b) inactive participants with the right to immediate or deferred pensions or their beneficiaries, and (c) active participants or their beneficiaries. Benefits under the Plan vary in amount depending on the pension for which the participant qualifies, based on the number of pension credits or years of vesting service attained, the participant's age at retirement, and the pension option selected.

The actuarial present value of accumulated plan benefits is determined by the Plan's consulting actuary and is that amount which results from applying actuarial assumptions to adjust the accumulated plan benefits to reflect the time value of money (through discounts for interest), and the probability of payment (by means of decrements such as death, disability, withdrawal or retirement) between the valuation date and the expected date of payment.

The significant actuarial assumptions used in the valuation as of January 1, 2022 are as follows:

Mortality rates: 1983 Group Annuity Mortality Table for both pre and

post-pension experience.

Retirement age: Assumed that each active participant will elect

pension at age 65, or when eligible, if later.

Turnover and disability: No terminations of employment, other than death or

pension, will occur in the future.

Investment rate of return: 7.25% per annum, net of investment expenses.

Valuation of assets: Five-year smoothing asset value.

Annual administrative

expenses: \$400,000.

The foregoing actuarial assumptions are based on the presumption that the Plan will continue. Were the Plan to terminate, different actuarial assumptions and other factors might be applicable in determining the actuarial present value of accumulated plan benefits.

### Note 7 - Actuarial Present Value of Accumulated Plan Benefits (Continued)

The actuary has determined the actuarial present value of accumulated plan benefits as of January 1, 2022 to be as follows:

Vested benefits: Retired members and beneficiaries Terminated vested members Active vested benefits	\$ 19,286,2 15,164,6 4,503,6		
		38,954,481	
Active non-vested benefits	:	86,249	
Total actuarial present value of accumulated plan benefits	\$	39,040,730	

The change in the actuarial present value of accumulated plan benefits during the year ended January 1, 2022 is as follows:

Actuarial present value of accumulated plan benefits at beginning of year	\$ 37,979,806
Increase (decrease) during the year attributed to: Benefits accumulated	755,477
Benefits paid	(2,362,450)
Decrease in the discount period	2,667,897
Net increase	1,060,924
Actuarial present value of accumulated plan benefits at end of year	\$ 39,040,730

The Plan's actuary has certified that the Plan is in critical and declining status for the plan year beginning January 1, 2022, pursuant to the Pension Protection Act of 2006 ("PPA"). The Plan's trustees have adopted a Reasonable Measures Rehabilitation Plan.

### Note 8 - Related Party and Party-in-Interest Transactions

The Plan operates in a jointly administered office with the Union, I.B.E.W. Local 1430 Welfare Fund and Local 1430 Pension Fund. Since these organizations co-exist in the same premises, utilizing mutual resources, equipment and personnel to effectuate cost-savings and to minimize duplication of efforts, interfund relationships have been established on a continuing basis.

The Plan was charged \$24,180 and \$17,292 in shared administrative expenses during the years ended December 31, 2022 and 2021, respectively.

### Note 9 - Priorities Upon Termination of the Plan

In the event that the Plan is terminated, the net assets of the Plan are to be allocated, as prescribed by ERISA and its related regulations, generally to provide the following benefits in the order indicated after providing for any administrative expenses:

- (1) To all pensioners (or beneficiaries) whose benefits began three years prior to the termination date of the Plan and to all participants (or beneficiaries) who were eligible for benefits at least three years prior to the termination date.
- (2) To all other participants whose benefits are insured by the Pension Benefit Guaranty Corporation ("PBGC") (a U.S. governmental agency).
- (3) To all other vested benefits under the Plan.
- (4) To all non-vested benefits.

Whether all participants receive their benefits should the Plan terminate at some future time will depend on the sufficiency, at that time, of the Plan's net assets to provide those benefits and may also depend on the level of benefits guaranteed by the PBGC.

#### Note 10 - Tax Status

The Trust is qualified under Section 401(a) of the Internal Revenue Code (the "IRC"). The Internal Revenue Service ("IRS") has determined and informed the Plan, by a letter dated December 8, 2015, that the Plan, as then designed, was in compliance with the applicable requirements of the IRC and is exempt from federal income taxes under Section 501(a) of the IRC. The Plan has been amended since receiving the determination letter. The plan administrator believes that the Plan is currently designed and being operated in compliance with the applicable requirements of the IRC.

Accounting principles generally accepted in the United States of America require plan management to evaluate tax positions taken by the Plan and recognize a tax liability (or asset) if the Plan has taken an uncertain position that more likely than not would not be sustained upon examination by the Internal Revenue Service. The plan administrator has analyzed the tax positions taken by the Plan, and has concluded that as of December 31, 2022, there are no uncertain positions taken or expected to be taken that would require recognition of a liability (or asset) or disclosure in the financial statements. Employee benefit plans are subject to routine audits by taxing jurisdictions; however, there are currently no audits for any tax periods in progress for the Plan. The plan administrator believes it is no longer subject to income tax examinations for years prior to 2019.

#### Note 11 - Employee Benefit Plans

The Plan participates in the Local 1430 Pension Fund (the "Multiemployer Plan"), a defined benefit multiemployer pension plan which covers its employees. The risks of participating in multiemployer plans are different from single-employer plans in the following aspects:

- Assets contributed to the Multiemployer Plan by one employer may be used to provide benefits to employees of other participating employers.
- If a participating employer stops contributing to the Plan, the unfunded obligations of the Plan may be borne by the remaining participating employers.
- If the Plan chooses to stop participating in the Multiemployer Plan, the Plan may be required to pay the Multiemployer Plan an amount based on the underfunded status of the Plan, referred to as a withdrawal liability.

### Note 11 - Employee Benefit Plans (Continued)

The Plan's participation in the Multiemployer Plan for the years ended December 31, 2022 and 2021 is outlined in the table below. The "EIN/Pension Plan Number" row provides the Multiemployer Plan's Employee Identification Number ("EIN") and the three-digit plan number. The most recent Pension Protection Act ("PPA") zone status available in 2022 and 2021 is for the Multiemployer Plan's year end at June 30, 2022 and June 30, 2021, respectively.

The zone status is based on information that the Plan received from the Multiemployer Plan and is certified by the Multiemployer Plan's actuary. Among other factors, plans in the red zone are generally less than 65 percent funded, plans in the yellow zone are less than 80 percent funded, and plans in the green zone are at least 80 percent funded. The "FIP/RP Status Pending/Implemented" row indicates whether a financial improvement plan ("FIP") or a rehabilitation plan ("RP") is either pending or has been implemented. The "Surcharge imposed" row indicates whether a surcharge was imposed by the Multiemployer Plan. The last row lists the expiration date of the collective bargaining agreement to which the Plan is subject.

Local 1430 Pension Fund	
13-6367144/001	
2022 Red Yes \$20,613	2021 Red Yes \$19,686
No No N/A	No No N/A
	13-6367144/00 2022 Red Yes \$20,613 No No

There have been no significant changes that affect the comparability of the 2022 and 2021 contributions.

The Plan also participates in the I.B.E.W Local 1430 Welfare Fund, a multiemployer health benefits plan. The I.B.E.W Local 1430 Welfare Fund provides medical, hospital, dental, optical, death and prescription drug benefits to active participants. Contributions made to the I.B.E.W Local 1430 Welfare Fund were \$29,837 and \$31,958 during the years ended December 31, 2022 and 2021, respectively.

### Note 12 - Paycheck Protection Program Loans

In April 2020, the Plan entered into a Paycheck Protection Program Term Note (the "PPP Note") with Bank of America in the amount of \$37,857. The PPP Note was issued to the Plan pursuant to the Coronavirus, Aid, Relief, and Economic Security Act's (the "CARES Act") (P.L. 116-136) Paycheck Protection Program (the "Program"). Under the Program, all or a portion of the PPP Note was forgiven in accordance with the Program requirements. The PPP Note carried a maturity date of April 2022, at a 1% interest rate. The loan was forgiven in full on May 22, 2021.

In April 2021, the Plan entered into a second Paycheck Protection Program Term Note (the "second PPP Note") with Bank of America in the amount of \$37,855. The second PPP Note was issued to the Plan pursuant to the Coronavirus, Aid, Relief, and Economic Security Act's (the "CARES Act") (P.L. 116-136) Paycheck Protection Program (the "Program"). Under the Program, all or a portion of the second PPP Note was forgiven in accordance with the Program requirements. The second PPP Note carried a maturity date of April 2023, at a 1% interest rate. The loan was forgiven in full on January 12, 2022.

### Note 13 - Reconciliation of Financial Statements to Form 5500 Annual Return/Report of Employee Benefit Plan

Investment expenses amounting to \$24,000 are shown as a reduction of investment income for financial statement purposes and are classified as investment advisory and management fees on Form 5500, Schedule H, Part II.

### THE PENSION AND INSURANCE FUND OF LOCAL 1783 I.B.E.W (Supplemental Schedules)

### Schedule of Assets (Held at End of Year) December 31, 2022

Form 5500, Schedule H, Line 4(i)

E.I.N.: 13-1889643 Plan No.: 001

		(c) Description of Investment				(d)	(e)	
			Maturity	Interest		Principal		Fair
(a)	(b) Identity of Issue	Description	_Date_	_Rate_	Collateral	or Shares	Cost	Value
	Mutual funds:							
	Lazard International Strategic Equity	RIC	N/A	N/A	N/A	67,948	\$ 902.114	\$ 911,872
	Vanguard Institutional Index Fund	RIC	N/A	N/A	N/A	29,559	6.141,832	9,507,122
	Vanguard Short-Term Investment Grade Admiral	RIC	N/A	N/A	N/A	153,332	1,636,470	1,525,656
	Vanguard Total Bond Market Index Admiral	RIC	N/A	N/A	N/A	250,614	2,750,633	2,375,823
	Total mutual funds						\$ 11,431,049	\$ 14,320,473
	Multi-employer property trust:							
	New Tower Multi-employer Property Trust	MEPT	N/A	N/A	N/A	229	\$ 1,665,121	\$ 3,538,928
	Total investments						\$ 13,096,170	<u>\$ 17,859,401</u>

(a) \* = Party-in-interest

### THE PENSION AND INSURANCE FUND OF LOCAL 1783 I.B.E.W

(Supplemental Schedules)
Schedule of Reportable Transactions
For the year ended December 31, 2022

Form 5500, Schedule H, Line 4(j)

E.I.N.: 13-1889643 Plan No.: 001

(b) Description of Assets	(c) Purchase	(d) Selling Price	(g) Cost of Assets	(h) Current Value of Assets on Transaction Date	(i) Net Gain or (Loss)
Series of Transactions Exceeding 5% of Plan Assets					
Vanguard Institutional Index Fund Vanguard Institutional Index Fund	\$ - 326,681	\$ 1,485,000 -	\$ 872,301 326,681	\$ 1,485,000 326,681	\$ 612,699 -

### THE PENSION AND INSURANCE FUND OF LOCAL 1783 I.B.E.W

# (Supplemental Schedules) Schedules of Administrative Expenses For the years ended December 31, 2022 and 2021

	-	2022	2021
Salaries and payroll taxes	\$	155,252	\$ 133,243
Employee benefits		50,450	51,644
Office expenses		5,759	7,858
Insurance		24,369	22,105
Insurance - Pension Benefit Guaranty Corporation ("PBGC")		27,008	27,652
Legal fees		42,000	43,516
Actuarial fees		13,000	13,000
PBGC Special Financial Assistance application fees		90,000	=
Auditing and accounting fees		22,800	23,550
Auto and travel		813	626
Data processing		16,043	17,632
Rent and utilities		13,326	12,906
Shared administrative expenses		24,180	17,292
Depreciation		-	1,083
Trustee fees		55,500	 39,000
Total administrative expenses	\$	540,500	\$ 411,107

See independent auditor's report.

### SECTION 2. PLAN DESCRIPTION

### IN GENERAL

The plan is funded through employer contributions and investment yield on the plan funds.

Coverage is afforded participants working in the Local 1783 jurisdiction for employers with collective bargaining agreements providing for contributions to the plan.

ئ<u>ر</u> قادر.

### **PLAN PROVISIONS**

A summary of the major plan provisions in effect as of 1/1/2022 is contained in Table 1.

TABLE 1. PLAN PROVISIONS

Pension Service:	
Time Period	Years of Pension Service Earned
Past and Future	one fifty-second of a year for each week worked in covered employment
No more than one year of	pension service may be earned in a year.

Vesting Service:							
Time Period	Years of Vesting Service Earned						
Prior To 1976	one year for each year in which at least 1,000 hours of pension service is earned						
After 1975	one year for each year in which at least 1,000 hours of vesting service (i.e., pension service and/or related service) is earned						

Local 1783 I.B.E.W.

### SECTION 2. PLAN DESCRIPTION (CONTID)

Eligibility for Benefits:					
Type of Benefit	Age Requirement	Service Requirement			
Participation	None	either ten weeks of pension service during a plan year or 1,000 hours of vesting service during 12 consecutive months			
Normal Pension	65	five years of vesting service or five years of continuous plan participation			
Early Pension	62	ten years of pension service and ten years of vesting service			
Disability Pension	at least age 45 and under age 65	recently active at start of disability, ten years of pension service, ten years of vesting service and receiving Social Security disability benefit			
Pre-Pension Lump Sum Death	None	one month in covered employment			
Post-Pension Lump Sum Death	None	receiving pension payments			
Pre-Pension Surviving Spouse Pension	None	vested and married for one year			
Vesting	None	five years of vesting service			

Benefits:					
Туре	Amount	Duration			
Normal Pension	a monthly pension equal to 4.00% of all pension contributions made to the plan after 1986 (for pension service earned after December 31, 2010 based on contribution rate in effect on May 31, 2010) plus \$22.00 for each year of pension service earned prior to 1987 (with a minimum accrual rate after 1986 of \$22.00 per year of pension service)	life, minimum guaranteed 60 months			

### SECTION 2. PLAN DESCRIPTION (CONTRO)

TABLE 1. (CONT'D) PLAN PROVISIONS

Benefits (Cont'd):					
Туре	Amount	Duration			
Early Pension	same as normal but reduced 1/2 of 1% for each month prior to age 65, with the following exceptions:	life, minimum guaranteed 60 months			
	1) if the participant has at least 30 years of pension service, there will be no reduction; and				
	2) if the participant has at least 25, but less than 30, years of pension service, the reduction will be 1/4 of 1% for each month prior to the normal pension date				
Disability Pension	50% of normal pension	to death, age 65, or recovery, whichever is earliest			
Pre-Pension Lump Sum Death	\$5,000. less pension payments received up to the time of death	lump sum			
Post-Pension Lump Sum Death	\$1,000. less pension payments received up to the time of death	lump sum			
Surviving Spouse Pension	married couple benefit	life of spouse			

Options at Normal and Early Pension Age:				
Туре	Amount	Duration		
Life With 60 Months Minimum	same as normal	life, minimum guaranteed 60 months		
Married Couple	actuarially reduced with 50% payable to surviving spouse	life of both pensioner and spouse		

### THE PENSION AND INSURANCE FUND OF LOCAL 1783 I.B.E.W (Supplemental Schedules)

### Schedule of Assets (Held at End of Year) December 31, 2022

Form 5500, Schedule H, Line 4(i)

E.I.N.: 13-1889643 Plan No.: 001

		(c) Description of Investment					(d)	(e)	
			Maturity	Interest		Principal		Fair	
(a)	(b) Identity of Issue	Description	_Date_	_Rate_	Collateral	or Shares	Cost	Value	
	Mutual funds:								
	Lazard International Strategic Equity	RIC	N/A	N/A	N/A	67,948	\$ 902.114	\$ 911,872	
	Vanguard Institutional Index Fund	RIC	N/A	N/A	N/A	29,559	6.141,832	9,507,122	
	Vanguard Short-Term Investment Grade Admiral	RIC	N/A	N/A	N/A	153,332	1,636,470	1,525,656	
	Vanguard Total Bond Market Index Admiral	RIC	N/A	N/A	N/A	250,614	2,750,633	2,375,823	
	Total mutual funds						\$ 11,431,049	\$ 14,320,473	
	Multi-employer property trust:								
	New Tower Multi-employer Property Trust	MEPT	N/A	N/A	N/A	229	\$ 1,665,121	\$ 3,538,928	
	Total investments						\$ 13,096,170	<u>\$ 17,859,401</u>	

(a) \* = Party-in-interest

### SECTION 2. PLAN DESCRIPTION (CONT'D)

### CENSUS OF ACTIVE PARTICIPANTS

Table 3. depicts the active participants as of 1/1/2022.

TABLE 3. CENSUS OF ACTIVE PARTICIPANTS

YEARS OF PENSION SERVICE												
AGE	0-4	5-9	10-14	15-19	20-24	25-29	30-34	35-39	40-44	45-49	50&OVER	TOTAL
20-24	5	0	0	0	0	0	0	0	0	0	0	5
25-29	6	0	0	0	0	0	0	0	0	0	0	6
30-34	2	0	0	0	0	0	0	0	0	0	0	2
35-39	4	1	1	0	0	0	0	0	0	0	0	6
40-44	3	1	1	1	0	0	0	0	0	0	0	6
45-49	4	1	0	2	1	0	0	0	0	0	0	8
50-54	-1	2	1	0	3	0	N	0	0	0	0	8
55-59	2	2	0	0	2	2	31	0	0	1	0	10
60-64	3	2	0	1	0	1	1	1	1	0	0	10
65-69	0 •	2	1	(4)	2	1	1	1	1	0	0	10
70-74	1	0	0	0	0	0	0	0	0	0	0	1
TOTAL	31	11	4	5	8	4	4	2	2	1	0	72

#### Attachment to 2022 Form 5500

Schedule MB, line 4a - Illustration Supporting Actuarial Certification of Status
Plan Name IBEW Local 1783 Pension Plan EIN: 13-1889643
Plan Sponsor's Name Local 1783 IBEW Pension Plan PN: 001

Illustrate the details providing the actuarial certification of status. The Plan is in Critical and Declining status because it has funding or liquidity issues, or both. As of the beginning of the Plan Year the Fund was 60% funded.

# Attachment to 2022 Form 5500 Schedule MB, line 4c - Illustration Supporting Actuarial Certification of Status Plan Name IBEW Local 1783 Pension Plan EIN: 13-1889643 Plan Sponsor's Name Local 1783 IBEW Pension Plan PN: 001

Compare the current status of the plan to the scheduled progress under the applicable funding improvement or rehabilitation plan to this Schedule MB.

Based on the projected pension contribution increases as well as the modifications to the plan of benefits outlined below, the Local 1783 I.B.E.W Pension Plan has satisfied the Rehabilitation Plan mandated under the reasonable measures provisions under the Pension Protection Act for the fiscal year beginning January 1, 2010. Upon careful consideration of the options presented, the Trustee adopted the reasonable measures provision under the Rehabilitation Plan in an effort to forestall plan insolvency. The reasonable measure provisions are as follows:

Contribution Increases were adopted as follows:

- 1. A 5% increase in the pension contribution rates effective June 1, 2010, and
- 2.An additional 1% increase in the pension contribution rates effective January 1, 2011.

Benefit Modifications

Normal Pension

The sum of A. plus B. plus C. below

- A. For pension service earned prior to June, 1 2010, a monthly pension equal to 4% of all pension contributions made to the plan after 1986 and before June 1, 2010 plus \$22.00 for each year of pension service earned prior to 1987 (with a minimum accrual rate after 1986 and before June 1, 2010 of \$22.00 per year of pension service).
- B. For pension service earned after May 31, 2010 and before January 1, 2011, a monthly pension equal to 4% of all pension contributions made to the plan after May 31, 2010 and before January 1, 2011 (with a maximum weekly contribution rate utilized for this period not greater than the weekly contribution rate made to the plan in effect on May 31, 2010).
- C. For pension service earned after December 31, 2010, a monthly pension benefit equal to 4% of the weekly contribution rate made to the plan in effect on May 31, 2010 multiplied by the number of weeks of pension service earned after December 31, 2010.

# SCHEDULE B ATTACHMENT LINE #7 LOCAL 1783 I.B.E.W. PENSION PLAN E.I.N. 13-1889643 PLAN NUMBER 001 AMORTIZATION RECORD IN SUPPORT OF FUNDING STANDARD ACCOUNT FOR 2022

	DATE OF FIRST	VEADS	OUTSTANDING	AMODTIZATION
AMORTIZATION CHARGES	DATE OF FIRST	YEARS	BALANCE	AMORTIZATION
AMORTIZATION CHARGES	CHARGE OR CREDIT	REMAINING	BEGINNING OF YEAR	CHARGE OR CREDIT
Plan Change	01/01/1998	6	220,990	43,563
Plan Change	01/01/1999	,	69,908	12,200
Plan Change	01/01/2001	9	2,205,216	318,955
Assumption Change	01/01/2002	10	244,035	32,772
Assumption Change	01/01/2007	15	51,319	5,335
ENIL Loss	01/01/2009	16	2,858,301	286,811
Actuarial Loss	01/01/2009	2	605,016	313,087
Actuarial Loss	01/01/2010	3	137,023	48,902
Actuarial Loss	01/01/2011	4	293,517	81,246
Actuarial Loss	01/01/2012	5	794,210	181,816
Actuarial Loss	01/01/2013	6	342,105	67,438
Actuarial Loss	01/01/2014	7	286,688	50,034
Actuarial Loss	01/01/2015	8	276,170	43,541
Actuarial Loss	01/01/2017	10	1,541,983	207,075
Actuarial Loss	01/01/2018	11	609,770	76,766
Actuarial Loss	01/01/2019	12	583,923	69,464
Actuarial Loss	01/01/2020	13	121,429	13,740
Total Charges			11,241,603	1,852,745
AMORTIZATION CREDITS				
Actuarial Gain	01/01/2016	9	374,147	54,116
Actuarial Gain	01/01/2021	14	3,746,732	405,469
Method Change	01/01/2021	9	1,529,835	221,270
Actuarial Gain	01/01/2022	15	1,496,644	155,644
Total Credits			7,147,358	836,499

### SECTION 4. ACTUARIAL STATUS (CONTED)

### **ASSUMPTIONS**

We suggest and have used in this valuation the following assumptions:

- 1. MORTALITY. The mortality table we have employed in this valuation is the 1983 Group Annuity Mortality Table.
- 2. INVESTMENT YIELD FOR VALUATION PURPOSES. We have assumed that the plan funds will earn 7.25% annual compound interest in the future.
- 3. INVESTMENT YIELD FOR THE PURPOSES OF ACCUMULATED PLAN BENEFITS AND EMPLOYER WITHDRAWAL LIABILITY. The pertinent assumptions are the same as those used for basic valuation.
- 4. TURNOVER. We have assumed that no terminations of employment, other than death, disability or pension, will occur in the future.
- 5. FUTURE WORK YEAR. We have assumed that each active participant will work 49 weeks of pension service in each year in the future.
- 6. AGE AT PENSION. We have assumed that each active and separated vested participant will elect pension at age 65, or when eligible, if later.
- 7. ADMINISTRATION EXPENSES. We have assumed \$540,500. will be the annual cost of administration for 2022 and decrease to \$450,500 thereafter.
- 8. NUMBER OF ACTIVE PARTICIPANTS. We have assumed that the number of active participants will remain constant from here forward with replacements being made immediately upon pension, death or disability.

Local 1783 I.B.E.W.

### Schedule MB, line 4f - Solvency Projection

### Local 1783 IBEW Pension Plan - Solvency Projection

	Benefits &						
	<b>BOY Assets</b>	Contribs/EWL Pymnts	Administration	<b>EOY Assets</b>			
2022	\$23,450,144	\$200,093	\$3,056,606	\$18,547,393			
2023	\$18,547,393	\$195,265	\$3,431,518	\$16,453,900			
2024	\$16,453,900	\$195,265	\$3,536,862	\$14,110,200			
2025	\$14,110,200	\$195,265	\$3,666,649	\$11,474,100			
2026	\$11,474,100	\$195,265	\$3,709,574	\$8,615,700			
2027	\$8,615,700	\$195,265	\$3,729,838	\$5,543,400			
2028	\$5,543,400	\$195,265	\$3,724,180	\$2,269,600			
2029	\$2,269,600	\$195.265	\$3 762 767	-\$1 265 100			

### Assumptions:

- 1. MV of Assets @ 12.31.2021 and 12/31/2022 and will earn 7.25% per year therafter
- 2. GAM83 Mortality Table
- 3. Contributions increase by 0% per year
- 4. MV os Assets as of 12/31/2022 from auditors draft report

#### Schedule MB, line 8b(3) - Contribution EWL Projection

Local 1783 IBEW Pension Plan - Contributions and EWL Payments EWL

		EVAL	
	Contributions	<u>Payments</u>	<u>Total</u>
2022	\$175,953	\$24,140	\$200,093
2023	\$175,953	\$19,312	\$195,265
2024	\$175,953	\$19,312	<b>\$195</b> ,265
2025	<b>\$175,9</b> 53	<b>\$19</b> ,312	\$195,265
2026	\$175,953	\$19,312	\$195,265
2027	\$175,953	\$19,312	\$195,265
2028	<b>\$175</b> ,953	\$19,312	\$195,265
2029	\$175,953	\$19,312	\$195,265
2030	\$175,953	\$19,312	\$195,265
2031	<b>\$175,953</b>	\$19,312	\$195,265
2032	<b>\$175</b> ,953	\$19,312	\$195,265
2033	\$175,953	\$19,312	\$195,265
2034	\$175,953	\$19,312	\$195,265
2035	<b>\$175</b> ,953	\$19,312	\$195,265
2036	<b>\$175,9</b> 53	\$19,312	\$195,265
2037	\$175,953	\$19,312	\$195,265
2038	\$175,953	\$19,312	\$195,265
2039	\$175,953	\$19,312	\$195,265
2040	\$175,953	\$19,312	\$195,265
2041	\$175,953	\$14,484	\$190,437
2042	\$175,953	<b>\$</b> 0	\$175,953
2043	<b>\$175,953</b>	<b>\$</b> 0	\$175,953
2044	\$175,953	<b>\$</b> 0	\$175,953
2045	<b>\$175</b> ,953	<b>\$</b> 0	\$175,953
2046	\$175,953	<b>\$</b> 0	<b>\$175</b> ,953
2047	\$175,953	<b>\$</b> 0	\$175,953
2048	<b>\$175,953</b>	<b>\$</b> 0	<b>\$175</b> ,953
2049	\$175,953	<b>\$</b> 0	\$175,953
2050	<b>\$17</b> 5,953	<b>\$</b> 0	\$175,953
2051	<b>\$175,953</b>	\$0	\$175,953

#### Assumptions:

- 1. Assumes no increases in contributions and that the current employers remain in the Fund
- 2. Assumes any future withdrawals will be basically equal to lost contributions
- 3. There is one employer, RMS Packaging, currently making withdrawal liability payments

#### THE PENSION AND INSURANCE FUND OF LOCAL 1783 I.B.E.W

(Supplemental Schedules)
Schedule of Reportable Transactions
For the year ended December 31, 2022

Form 5500, Schedule H, Line 4(j)

E.I.N.: 13-1889643 Plan No.: 001

(b) Description of Assets	(c) Purch		 d) Selling Price	(g) Cost of Assets	Ì	h) Current Value of Assets on ransaction Date	٠,,	Net Gain or (Loss)
Series of Transactions Exceeding 5% of Plan Assets								
Vanguard Institutional Index Fund Vanguard Institutional Index Fund	\$ 326	- 6,681	\$ 1,485,000	\$ 872,301 326,681	\$	1,485,000 326,681	\$	612,699 -

#### SCHEDULE MB (Form 5500)

Department of the Treasury Internal Revenue Service

Department of Labor Employee Benefits Security Administration

Pension Benefit Guaranty Corporation

#### Multiemployer Defined Benefit Plan and Certain Money Purchase Plan Actuarial Information

This schedule is required to be filed under section 104 of the Employee Retirement Income Security Act of 1974 (ERISA) and section 6059 of the Internal Revenue Code (the Code).

2022

OMB No. 1210-0110

This Form is Open to Public

File as an attachment to Form 5500 or 55	00-SF.	mopodaon
For calendar plan year 2022 or fiscal plan year beginning 01/01/2022	and ending	12/31/202 <b>2</b>
Round off amounts to nearest dollar.		
Caution: A penalty of \$1,000 will be assessed for late filing of this report unless reasonable cau	se is established.	
A Name of plan LOCAL 1783 I.B.E.W. Pension Plan	<b>B</b> Three-digit	
LOCAD 1705 1.B.E.W. Fension Flan	plan number	(PN) 001
C Plan sponsor's name as shown on line 2a of Form 5500 or 5500-SF	D Employer Ide	ntification Number (EIN)
LOCAL 1783 I.B.E.W. PENSION FUND	12 10006	. 4.2
	13-18896	43
	e (see instructions)	
1a Enter the valuation date: Month 01 Day 01 Year 2022	_	
b Assets (1) Current value of assets	1 41 40	03.450.144
(2) Actuarial value of assets for funding standard account		23,459,144 23,459,144
C (1) Accrued liability for plan using immediate gain methods	<del>                                     </del>	39,040,730
(2) Information for plans using spread gain methods:		
(a) Unfunded liability for methods with bases	1c(2)(a)	0
(b) Accrued liability under entry age normal method	1c(2)(b)	C
(c) Normal cost under entry age normal method	1c(2)(c)	
(3) Accrued liability under unit credit cost method	1c(3)	39,040,730
d Information on current liabilities of the plan:		<del></del> . <u> </u>
(1) Amount excluded from current liability attributable to pre-participation service (see instruct	tions)1d(1)	
(2) "RPA '94" information:		72 217 505
(a) Current liability	<del></del>	73,317,585
(b) Expected increase in current liability due to benefits accruing during the plan year	<del>  \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \</del>	866,565
(c) Expected release from "RPA '94" current liability for the plan year		2,516,106
Statement by Enrolled Actuary		
To the best of my knowledge, the information supplied in this schedule and accompanying schedules, statements and attachmer in accordance with applicable law and regulations. In my opinion, each other assumption is reasonable (taking into account the e	nts, if any, is complete and accurate experience of the plan and reasons	Each prescribed assumption was applied lible expectations) and such other
assumptions, in combination, offer my best estimate of anticloded experience under the plan.		
SIGN / Parl Januar		
HERE		0/12/2023
Signature of actuary		Date
FRANK IANNUCCI		2302541
Type or print name of actuary		nt enrollment number
SUMMIT ACTUARIAL SERVICE, LLC	•	6-234-8801
Firm name	Telephone nun	nber (including area code)
720 EAST MAIN STREET, UNIT 2S		
MOORESTOWN NJ 08057		
Address of the firm		
If the actuary has not fully reflected any regulation or ruling promulgated under the statute in complet	ing this schedule, check th	ne box and see



P.O. Box 15284 Wilmington, DE 19850

LOCAL 1783 IBEW PENSION FUND OPERATING ACCOUNT - 1783 PENSION FUND . 84 BUSINESS PARK DR STE 202 ARMONK, NY 10504-1735

#### Customer service information

- Customer service: 1.888.400.9009
- bankofamerica.com
- ☑ Bank of America, N.A.
   P.O. Box 25118
   Tampa, FL 33622-5118

# Your Full Analysis Business Checking - Small Business

for December 1, 2022 to December 31, 2022

Account number:

LOCAL 1783 IBEW PENSION FUND OPERATING ACCOUNT - 1783 PENSION FUND

#### **Account summary**

Ending balance on December 31, 2022	\$84,619,11
Service fees	-0.00
Checks	-28,387.98
Withdrawals and other debits	-254,093.34
Deposits and other credits	262,988.07
Beginning balance on December 1, 2022	\$104,112.36

# of deposits/credits: 16

# of withdrawals/debits: 42

# of days in cycle: 31

Average ledger balance: \$107,473.10

# IMPORTANT INFORMATION:

#### BANK DEPOSIT ACCOUNTS

How to Contact Us - You may call us at the telephone number listed on the front of this statement. •

Updating your contact information - We encourage you to keep your contact information up-to-date. This includes address, email and phone number. If your information has changed, the easiest way to update it is by visiting the Help & Support tab of Online Banking.

Deposit agreement - When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our financial centers.

Electronic transfers: In case of errors or questions about your electronic transfers - If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error
  or why you need more information.
- Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will provisionally credit your account for the amount you think is in error, so that you will have use of the money during the time it will take to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting other problems - You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or an unauthorized transaction within the time period specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you and you agree to not make a claim against us, for the problems or unauthorized transactions.

Direct deposits - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us to find out if the deposit was made as scheduled. You may also review your activity online or visit a financial center for information.

© 2022 Bank of America Corporation

Bank of America, N.A. Member FDIC and Equal Housing Lender





LOCAL 1783 IBEW PENSION FUND | Account #

Total deposits and other credits

December 1, 2022 to December 31, 2022

Deposits and other credits Transaction description Customer reference Bank reference Amount 12/01/22 Preencoded Deposit 0000000001 1,998.14 12/01/22 Preencoded Deposit 000000001 75.00 12/08/22 Preencoded Deposit 000000001 7,201.28 ARP RETURNED CHECK REFER TO MAKER CHECK 0000015884 1,2/09/22 2.339.98 # 0000015884 PAID DATE 12/08/22 12/09/22 ARP RETURNED CHECK REFER TO MAKER CHECK 0000015887 1,159.85 🗸 # 0000015887 PAID DATE 12/08/22 12/09/22 ARP RETURNED CHECK REFER TO MAKER CHECK 0000015885 446.11 # 0000015885 PAID DATE 12/08/22 12/14/22 ARP RETURNED CHECK REFER TO MAKER CHECK 0000015883 # 0000015883 PAID DATE 12/13/22 ₹ દ 12/14/22 ARP RETURNED CHECK REFER TO MAKER CHECK 0000015888 4.68 # 0000015888 PAID DATE 12/13/22 12/15/22 Preencoded Deposit 0000000001 6,795.22 ARP RETURNED CHECK REFER TO MAKER CHECK 0000015886 12/16/22 1,784.45 \/ # 0000015886 PAID DATE 12/15/22 12/19/22 VGI-INSTIXINST DES:INVESTMENT 110,000.00 INDN:PENSION AND INSURANCE CO ID: 12/19/22 VGI-ST IG ADM DES:INVESTMENT 60,000.00 INDN:PENSION AND INSURANCE CO ID 12/19/22 VGI-TL B IX AD DES: INVESTMENT 60,000.00 INDN:PENSION AND INSURANCE CO ID: 12/22/22 2,324.58 Preencoded Deposit 000000001 12/29/22 **Preencoded Deposit** 0000000001 3,629.72 12/30/22 RMS PACKAGING, I DES:ACH Pmt ID: 4,828.00 INDN:IBEW Local 1783 Pensio CO ID: CCD

\$262,988.07

	Transaction description Customer reference Bank reference	Amount
12/01/22	PAYCHEX DES:PAYROLL ID: ID: ID: INDN:INTL BROTHERHOOD OF EL CO ID: CCD	2,359.40
12/02/22	PAYCHEX TPS DES:TAXES ID: INDN:INTL BROTHERHOOD OF EL CO ID: CCD	-837.17
12/02/22	PAYCHEX EIB DES:INVOICE ID:	-60.81
12/08/22	PAYCHEX-RCX DES:PAYROLL ID: INDN:INTL BROTHERHOOD OF EL CO ID: CCD	(-1,779.59
12/09/22	PAYCHEX TPS DES:TAXES ID INDN:INTL BROTHERHOOD OF EL CO ID: CCD	-879.06
12/09/22	PAYCHEX EIB DES:INVOICE ID:	-57.85 
12/15/22	PAYCHEX-RCX DES:PAYROLL ID ID ID INDN:INTL BROTHERHOOD OF EL CO ID: CCD	(-1,803.75 ,,,,,,
12/16/22	PAYCHEX TPS DES:TAXES  ' ID:	-837.16
12/16/22	PAYCHEX EIB DES:INVOICE ID: ID: INDN:INTL BROTHERHOOD OF EL CO ID: CCD	-57.85
12/22/22	ACCOUNT TRANSFER TRSF TO	-238,961.25
12/22/22	PAYCHEX - RCX DES:PAYROLL ID INDN:INTL BROTHERHOOD OF EL CO ID: CCD	. 2208 28
12/23/22	PAYCHEX TPS DES:TAXES  ID I	-998.94
12/23/22	PAYCHEX EIB DES:INVOICE ID INDN:INTL BROTHERHOOD OF EL CO ID CCD	-60.81
12/29/22	PAYCHEX DES:PAYROLL ID INDN:INTL BROTHERHOOD OF EL CO ID: CCD	-2,142.08
12/30/22	PAYCHEX TPS DES:TAXES ID: ID: INDN:INTL BROTHERHOOD	-985.49 ''
12/30/22	PAYCHEX EIB DES:INVOICE ID INDN:INTL BROTHERHOOD OF EL CO ID CCD	-63.85





LOCAL 1783 IBEW PENSION FUND | Account #

December 1, 2022 to December 31, 2022

#### Checks

Date	Check #	Bank reference	Amount
12/12	15866		-56.87
12/02	15869*		-31.50
12/02	15870		-9,500.00
12/05	15871		-122.77
12/05	15872		-48.92
12/02	15873		-50.52
12/02	15874		-11.96
12/12	15875		-1,000.00
12/02	15876		-3,500.00
12/06	15877		-2,000.00
12/12	15878		-104.40
12/02	15879		-1,096.54
12/02	15880		-1,500.00

Date	Check #	_	Bank reference		Amount
12/02	15881				-1,500.00
12/05	15882				-1,500.00
12/13	15883			leturied	-401.06
12/08	15884			Returned	-2,339.98
12/08	15885			Returned	-446.11
12/15	15886			Returned	-1,784.45
12/08	15887			Returned	-1,159.85
12/13	15888			Returned	· -4.68
12/27	15890*				-67.13
12/29	15891				-48.92
12/29	15893*				-56.87
12/27	15894				-38.68
12/27	15896*				-16.77

**Total checks** Total # of checks -\$28,387.98

# Daily ledger balances

Date	Balance (\$)
12/01	103,826.10
12/02	85,737.60
12/05	84,065.91
12/06	82,065.91
12/08	83,541.66
12/09	86,550.69

Date	Balance(\$)
12/12	85,389.42
12/13	84,983.68
12/14	85,389.42
12/15	88,596.44
12/16	89,485.88
12/19	319,485.88

Date	Balance (\$)
12/22	80,640.93
12/23_	79,581.18
12/27	79,458.60
12/29	80,840.45
12/30	84,619.11

<sup>\*</sup> There is a gap in sequential check numbers

This page intentionally left blank



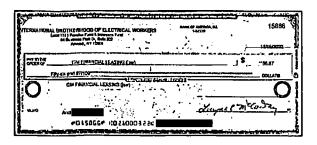
LOCAL 1783 IBEW PENSION FUND | Account #

| December 1, 2022 to December 31, 2022

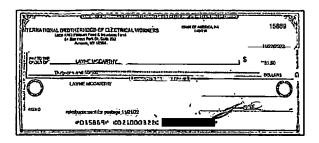


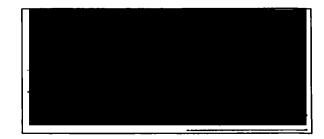
Check images

Account number: Check number: 15866 | Amount: \$56.87

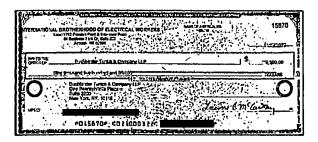


Check number: 15869 | Amount: \$31.50



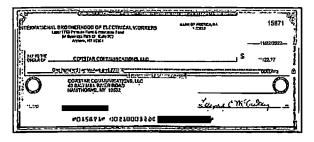


Check number: 15870 | Amount: \$9,500.00



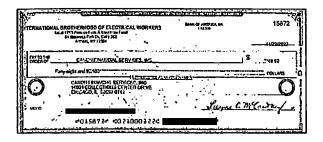


Check number: 15871 | Amount: \$122.77





Check number: 15872 | Amount: \$48.92

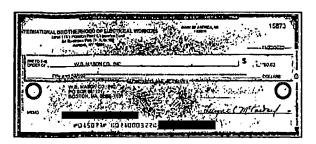




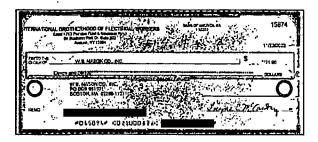
#### LOCAL 1783 IBEW PENSION FUND | Account # December 1, 2022 to December 31, 2022

Check images - continued

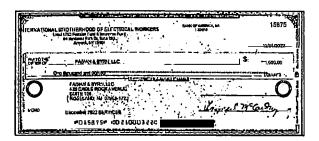
Account number: Check number: 15873 | Amount: \$50.52



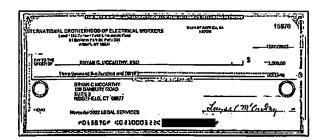
Check number: 15874 | Amount: \$11.96



Check number: 15875 | Amount: \$1,000.00

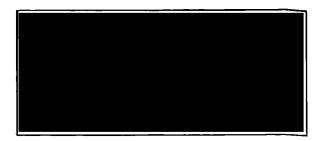


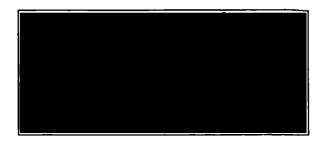
Check number: 15876 | Amount: \$3,500.00



Check number: 15877 | Amount: \$2,000.00

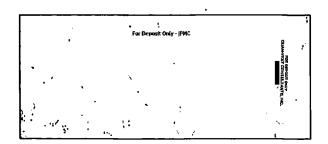














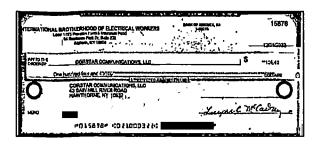
LOCAL 1783 IBEW PENSION FUND | Account #

December 1, 2022 to December 31, 2022

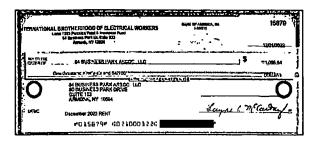


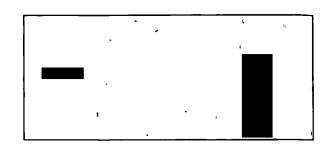
#### Check images - continued

Account number: Check number: 15878 | Amount: \$104.40



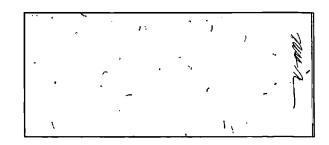
Check number: 15879 | Amount: \$1,096.54



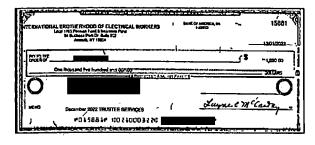


Check number: 15880 | Amount: \$1,500.00



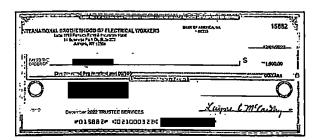


Check number: 15881 | Amount: \$1,500.00





Check number: 15882 | Amount: \$1,500.00





en isan re do ridad i rei

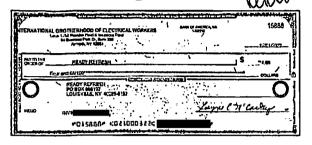
LOCAL 1783 IBEW PENSION FUND   Account #	December 1, 2022 to December 31, 2022
Check images - continued	
Account number: Check number: 15883 Amount: \$401.06	
TERMATORAL ENOTHERNOOD OF CLEETREAL WORKERS AND STREET	12-15-2622 C== 57-0 PAYEE ASS END GUAR
Check number: 15884 / Amount: \$2,339.98	
TTERMATORIAL DECRETERISHOOD OF DESTRICAL MODIFICITY  THERMATORIAL DECRETERISHOOD OF DESTRICAL MODIFICITY  IN THE PROPERTY OF T	
Check number: 15885 Amount: \$446.11	
TERMATIONAL EXCITEMENTOR OF ELECTRICAL ACCURATES AND ASSESSED AND ASSESSED ACCURATES ACCURATED AND ASSESSED ASSESSED ASSESSED ASSESSED ACCURATED AND ASSESSED AC	
Check number: 15886 / Amount: \$1,784.45	
TECHNICAL ENGINEERINGS OF ELECTRICAL WOUNDESS.  THE INTERNAL IN THE PROPERTY OF ELECTRICAL WOUNDESS.  AND THE PROPERTY OF ELECTRICAL WOUNDESS.  AND THE PROPERTY OF ELECTRICAL WOUNDESS.  AND THE PROPERTY OF ELECTRICAL WOUNDESS.  One Electrical Office of Electrical Woundess.  One Property Office of Electrical Woundess.	
Check number: 15887/I Amount: \$1,159.85	
TITERATIONAL BROTHERSOOD OF ELECTRICAL MODICARY.  STERNATIONAL BROTHERSOOD OF ELECTRICAL MODICARY.  In Electric Control of the	

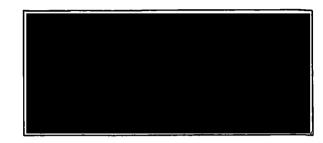


LOCAL 1783 IBEW PENSION FUND | Account # December 1, 2022 to December 31, 2022

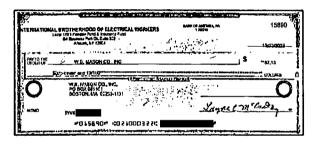
Check images - continued

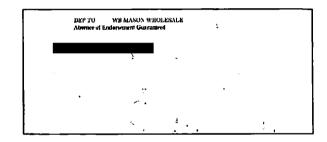
Account number: Check number: 15888 Amount: \$4.68



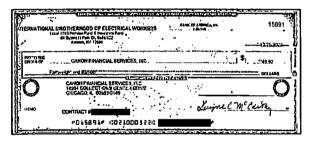


Check number: 15890 | Amount: \$67.13



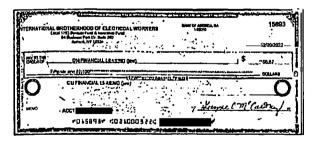


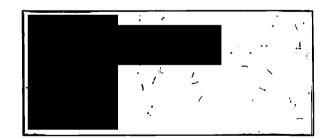
Check number: 15891 | Amount: \$48.92



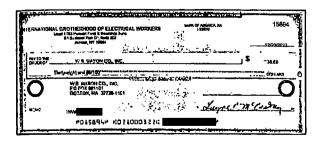


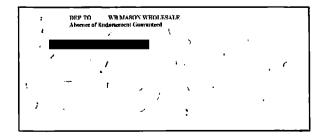
Check number: 15893 | Amount: \$56.87





Check number: 15894 | Amount: \$38.68





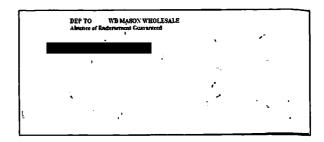


LOCAL 1783 IBEW PENSION FUND | Account #

| December 1, 2022 to December 31, 2022

# Check images - continued Account number: 15896 | Amount: \$16.77







P.O. Box 15284 Wilmington, DE 19850

LOCAL 1783 IBEW PENSION FUND BENEFIT ACCOUNT - 1783 PENSION FUND 84 BUSINESS PARK DR STE 202 ARMONK, NY 10504-1735

#### Customer service information

- Customer service: 1.888.400.9009\*\*
- ☑ bankofamerica.com
- □ Bank of America, N.A.
   P.O. Box 25118
   Tampa, FL 33622-5118

# Your Full Analysis Business Checking - Small Business

for December 1, 2022 to December 31, 2022

Account number:

LOCAL 1783 IBEW PENSION FUND BENEFIT ACCOUNT - 1783 PENSION FUND

#### **Account summary**

Ending balance on December 31, 2022	\$27,457.20
Service fees	-0.00
Checks	-3,034.33
Withdrawals and other debits	-232,184.55
Deposits and other credits	240,125.42
Beginning balance on December 1, 2022	\$22,550.66

# of deposits/credits: 4

# of withdrawals/debits: 10

# of days in cycle: 31

Average ledger balance: \$64,563.14

#### IMPORTANT INFORMATION:

#### BANK DEPOSIT ACCOUNTS

How to Contact Us - You may call us at the telephone number listed on the front of this statement.

Updating your contact information - We encourage you to keep your contact information up-to-date. This includes address, email and phone number. If your information has changed, the easiest way to update it is by visiting the Help & Support tab of Online Banking.

Deposit agreement - When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our financial centers.

Electronic transfers: In case of errors or questions about your electronic transfers - If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will provisionally credit your account for the amount you think is in error, so that you will have use of the money during the time it will take to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting other problems - You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or an unauthorized transaction within the time period specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you and you agree to not make a claim against us, for the problems or unauthorized transactions.

Direct deposits - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us to find out if the deposit was made as scheduled. You may also review your activity online or visit a financial center for information.

© 2022 Bank of America Corporation

Equal Housing Lender

Bank of America, N.A. Member FDIC and

# Your checking account



# BANK OF AMERICA

LOCAL 1783 IBEW PENSION FUND | Account #

\_\_December 1, 2022 to December 31, 2022

Deposits and other credits

Date	Transaction description	Customer reference	Bank reference	Amount
12/02/22	CONSOLIDATED ACH DES:RETURNS SETT-EXCEPTIONS INDN:SETT-IBEWLOC2 CO ID			539.96
12/02/22	INTERNATIONAL BR DES:REVERSAL FL# 22332001685 INDN:SETT-IBEWLOC2 CO ID: CCD	) 		124.44
12/05/22	CONSOLIDATED ACH DES:RETURNS SETT-EXCEPTIONS INDN:SETT-IBEWLOC2 CO ID: CCD		v	499.77
12/22/22	ACCOUNT TRANSFER TRSF FROM			238,961.25

Total deposits and other credits

\$240,125.42

#### Withdrawals and other debits

Date	Transaction description	Customer reference	Bank reference	Amount
12/01/22	IRS DES:USATAXPYMT ID: INDN:LOCAL 1783 PENSION PLA CO ID: CCD			-12,989.07
12/29/22	INTERNATIONAL BR DES:PPD FL# INDN:SETT-IBEWLOC2 ID CCD	со		-219,195.48

Total withdrawals and other debits

-\$232,184.55

#### Checks

Date Check_#	Bank refe	rence	Amount
12/21 36458			-144.25
12/08 36460*	اس <u>ت</u> ان الم		-95.76
12/07 36462*			-247,78

_Date	Check#	Bank reference	 Amount
12/01	36463		 891.73
12/21	36464		 -144.25
12/14	36465		99.78

continued on the next page

#### Checks - continued

Date	Check #	Bank reference	Amount	Date	Check #	Bank reference	Amount
12/09	36466		-95.76	12/19	36467		-1,315.02
,			<del></del>	Total	checks		-\$3,034.33
				Total	# of checks		8

<sup>\*</sup> There is a gap in sequential check numbers

Daily ledger balances

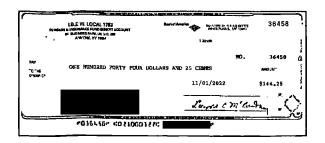
Date	Balance (\$)	Date	Balance(\$)	Date	Balance (\$)
12/01	8,669.86	12/08	9,490.49	12/21	7,691.43
12/02	9,334.26	12/09	9,394.73	12/22	246,652.68
12/05	9,834.03	12/14	9,2 <u>94.95</u>	12/29	27,457.20
12/07	9,586.25	12/19	7,979.93		

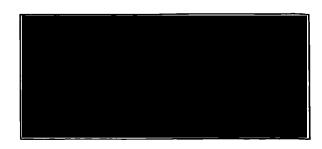


LOCAL 1783 IBEW PENSION FUND | Account # December 1, 2022 to December 31, 2022

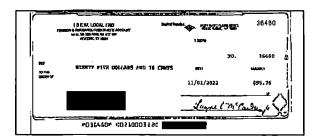
Check images

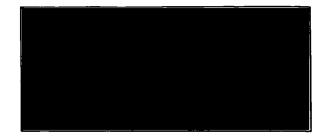
Account number: Check number: 36458 | Amount: \$144.25



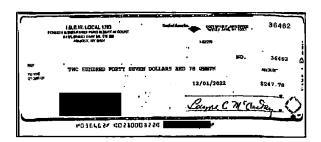


Check number: 36460 | Amount: \$95.76



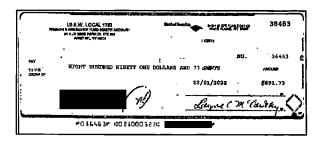


Check number: 36462 | Amount: \$247.78





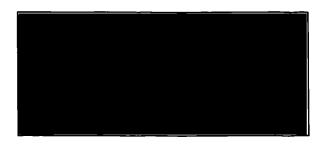
Check number: 36463 | Amount: \$891.73





Check number: 36464 | Amount: \$144.25



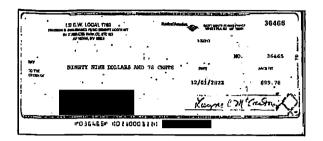


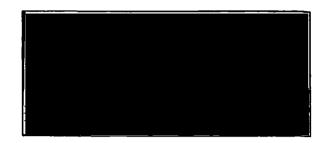


LOCAL 1783 IBEW PENSION FUND | Account #

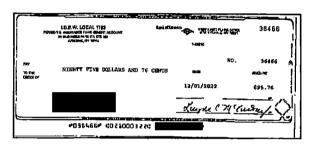
December 1, 2022 to December 31, 2022

Check images - continued
Account number: Check number: 36465 | Amount: \$99.78



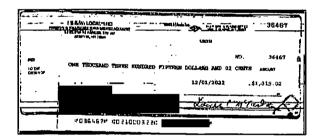


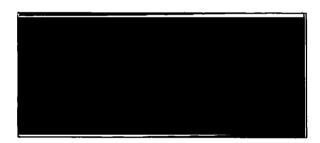
Check number: 36466 | Amount: \$95.76





Check number: 36467 | Amount: \$1,315.02







# **IBEW Local 1783 Pension Fund**

**Portfolio Review** 

01 December 2022 - 31 December 2022



#### **Table Of Contents**

nternational Strategic Equity Commentary	9
nvestment Performance Summary	1
Region/Country Distribution	9
Holdings by Country	10
Holdings by Country - Summary	1
Detailed Transaction Ledger - Equity Buy	1:
Detailed Transaction Ledger - Equity Sell	1:
Detailed Transaction Ledger - Income	1-
Detailed Transaction Ledger - Corporate Action	15
Detailed Transaction Ledger - Other Transactions	10
Disclaimer	1



#### International Strategic Equity (USD) – December 2022

#### **Market Overview**

The year 2022 proved to be a tumultuous one for the economy and global financial markets. We entered the year with an economy still distorted by the COVID pandemic and complicated by stressed supply chains and scarcity of labour. Efforts to "return to normality" hit a roadblock with the war in Ukraine. The conflict exposed vulnerabilities in the supply chains for the basic goods we take for granted in everyday life. Higher energy prices resulted in broad goods inflation setting in motion a global central bank tightening cycle. We might remember the year as the revenge of the "old economy" as we once again wrestle with labour strikes, energy crisis and rising interest rates.

The global outlooks for inflation and interest rates remained front and center during the quarter. Data suggesting that worldwide inflation may have finally peaked sparked a market rally on hopes that we might be nearing the end of a synchronized hiking cycle set in motion at the beginning of the year. Central banks have yet to declare victory on their fight against inflation and the full extent of the damage inflicted on company margins and end-market demand have yet to be clear fully understood.

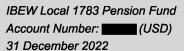
While investors speculated about a central bank pivot, another political U-turn took place in China. The sell-off in the equity market leading up to the re-election of Xi Jinping reversed quickly as it became clear policy makers were moving from a hard "Zero COVID" stance towards policies more supportive of the economy. A framework to revive economic activity to stabilize a beleaguered property sector was welcomed. That raised the prospect of a more constructive economic outlook ahead.

Against this backdrop, all sectors delivered positive returns with more cyclical areas of the market outperforming. Financials, energy, materials and industrials were among the best performing sectors. More defensive areas lagged in the rally with notable underperformance in communication services, consumer staples and real estate.

#### Portfolio Review

Over the quarter, Lazard International Strategic Equity underperformed the MSCI EAFE Index benchmark (net of fees).

Detractors from performance included ESR Group, a Hong Kong based logistics REIT. Shares underperformed as the Hong Kong stock market sold off in the lead up to Xi Jinping's election. However, the stock did not participate in the subsequent recovery in the market that was buoyed by China's move towards "reopening".





Shares of Bank Leumi lagged in the quarter despite delivering solid numbers, which offered a healthy combination of loan growth and margin expansion.

Olympus underperformed after marginally revising down profit expectations. Inflationary pressures, semiconductor shortages and the potential for lockdowns in China weighed on the stock over the course of the quarter.

Contributors to relative performance included AIA group. Shares rose sharply in response to the dramatic policy shift towards COVID in China. Prospects of more benign policies and free movement of people should help reignite new business growth for this high-quality business.

Airbus outperformed after a capital markets day in late-September outlined the attractive medium-term outlook for the business and provided reassurance on their resilience against near-term challenges.

Coca-Cola Enterprise Partners delivered good numbers ahead of expectations. Investors reacted positively to the issuance of long-term guidance demonstrating management's confidence in the business outlook.

#### **Portfolio Drivers**

#### Helped

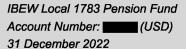
+ Stock selection: Consumer staples, communication services, materials

#### Hurt

- Stock selection: Financials, healthcare, real estate

#### Outlook

Our experiences with COVID and geopolitical tensions will have lasting implications for us all. The sharp rise in energy prices has made clear that





the energy transition is not only for the climate, but a geopolitical imperative. A re-evaluation of economics versus certainty of supply is resulting in a shift to more regional supply chains – most notably for the semiconductor industry. The direction of the relationship between China and the West remains as critical as ever now that Xi has cemented his position of power. The shift in the cost of capital exposed the fragile foundation for high growth companies with a yet-to-be-proven financial model and a reliance on cheap funding.

Central banks determined to reign in inflationary pressures combined with pressure on disposable incomes, and a downward draft in asset prices, will certainly create a challenging economic backdrop for markets. The ability to achieve a "soft landing" will very likely determine the direction of markets in the year ahead. While the near-term outlook is uncertain, market volatility provides opportunities for stock pickers to invest in great businesses at more attractive prices. The team is optimistic about the investment opportunities presented in today's market.

Stock selection, not sector or regional allocation, has driven the long-term track record of the fund. At the company level, we seek a balance between financial productivity (i.e., returns on capital), valuation, and sustainability of income generation. At the same time, we look for market inefficiencies – mispriced assets, improvers, and compounders – that are empirically-validated sources of alpha.

The investment team continues to meet with company management teams and has resumed traveling to see them at their headquarters. These research trips help us build insights and perspective that are important in monitoring our investments and generating new investment ideas.

By continuing to focus on stock selection, the strategy team remains confident that the strong long-term track record of the strategy has the potential to continue.

Information and opinions presented have been obtained or derived from sources believed by Lazard Asset Management LLC or its affiliates ("Lazard") to be reliable. Lazard makes no representation as to their accuracy or completeness. All opinions expressed herein are as of the published date and are subject to change.

#### The performance quoted represents past performance. Past performance is not a reliable indicator of future results.

The allocations mentioned are based upon a portfolio that represents the proposed investment for a fully discretionary account. Allocations and security selection are subject to change.

Mention of these securities should not be considered a recommendation or solicitation to purchase or sell the securities. It should not be assumed that any investment in these securities was, or will prove to be, profitable, or that the investment decisions we make in the future will be profitable or equal to the investment performance of securities referenced herein. There is no assurance that any securities referenced herein are currently held in the portfolio or that securities sold have not been repurchased. The securities mentioned may not represent the entire portfolio.

Equity securities will fluctuate in price; the value of your investment will thus fluctuate, and this may result in a loss. Securities in certain non-domestic countries may be less liquid, more volatile, and less subject to governmental supervision than in one's home market. The values of these securities may be affected by changes in currency rates, application of



IBEW Local 1783 Pension Fund Account Number: (USD) 31 December 2022

a country's specific tax laws, changes in government administration, and economic and monetary policy. Emerging markets securities carry special risks, such as less developed or less efficient trading markets, a lack of company information, and differing auditing and legal standards. The securities markets of emerging markets countries can be extremely volatile; performance can also be influenced by political, social, and economic factors affecting companies in these countries.

The MSCI EAFE Index (Europe, Australasia, Far East) is a free-float-adjusted market capitalization index that is designed to measure developed market equity performance, consisting of developed market country indices excluding the United States and Canada. The index is unmanaged and has no fees. One cannot invest directly in an index.

MSCI makes no express or implied warranties or representations and shall have no liability whatsoever with respect to any MSCI data contained herein. The MSCI data may not be further redistributed or used as a basis for other indices or any securities or financial products. This report is not approved, reviewed, or produced by MSCI.

Certain information contained herein constitutes "forward-looking statements" which can be identified by the use of forward-looking terminology such as "may," "will," "should," "expect," "anticipate," "target," "intent," "continue," or "believe," or the negatives thereof or other variations thereon or comparable terminology. Due to various risks and uncertainties, actual events may differ materially from those reflected or contemplated in such forward-looking statements.

This document is provided by Lazard Asset Management LLC or its affiliates ("Lazard") for informational purposes only. Nothing herein constitutes investment advice or a recommendation relating to any security, commodity, derivative, investment management service or investment product. Investments in securities, derivatives and commodities involve risk, will fluctuate in price, and may result in losses. Certain assets held in Lazard's investment portfolios, in particular alternative investment portfolios, can involve high degrees of risk and volatility when compared to other assets. Similarly, certain assets held in Lazard's investment portfolios may trade in less liquid or efficient markets, which can affect investment performance. Past performance does not guarantee future results.

This document is intended only for persons residing in jurisdictions where its distribution or availability is consistent with local laws and Lazard's local regulatory authorizations. The Lazard entities that have issued this document are listed below, along with important limitations on their authorized activities.

Australia: Issued by Lazard Asset Management Pacific Co., ABN 13 064 523 619, AFS License 238432, Level 12 Gateway, 1 Macquarie Place, Sydney NSW 2000, which is licensed by the Australian Securities and Investments Commission to carry on a financial services business. This document is intended for wholesale investors only. Canada: Issued by Lazard Asset Management (Canada) Inc., 30 Rockefeller Plaza, New York, NY 10112 and 130 King Street West, Suite 1800, Toronto, Ontario M5X 1E3, a registered portfolio manager providing services to non-individual permitted clients. Dubai: Issued and approved by Lazard Gulf Limited, Index Tower, Floor 10 Office 1008 DIFC, PO Box 506644, Dubai, United Arab Emirates, Registered in Dubai International Financial Centre 0467, Authorised and regulated by the Dubai Financial Services Authority to deal with Professional Clients only. EU Member States: Issued by Lazard Asset Management (Deutschland) GmbH, Neue Mainzer Strasse 75, D-60311 Frankfurt am Main. Hong Kong: Issued by Lazard Asset Management (Hong Kong) Limited (AQZ743), Suite 1101, Level 11, Chater House, 8 Connaught Road Central, Central, Hong Kong, Lazard Asset Management (Hong Kong) Limited is a corporation licensed by the Hong Kong Securities and Futures Commission to conduct Type 1 (dealing in securities) and Type 4 (advising on securities) regulated activities only on behalf of "professional investors" as defined under the Hong Kong Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong) and its subsidiary legislation. Korea: Issued by Lazard Korea Asset Management Co. Ltd., 10F Seoul Finance Center, 136 Sejong-daero, Jung-gu, Seoul, 100-768. People's Republic of China: Issued by Lazard Asset Management. Lazard Asset Management does not carry out business in the P.R.C and is not a licensed investment adviser with the China Securities Regulatory Commission or the China Banking Regulatory Commission. This document is for reference only and for intended recipients only. The information in this document does not constitute any specific investment advice on China capital markets or an offer of securities or investment, tax, legal or other advice or recommendation or, an offer to sell or an invitation to apply for any product or service of Lazard Asset Management. Singapore: Issued by Lazard Asset Management (Singapore) Pte. Ltd., Unit 15-03 Republic Plaza, 9 Raffles Place, Singapore 048619, Company Registration Number 201135005W, which provides services only to "institutional investors" or "accredited investors" as defined under the Securities and Futures Act, Chapter 289 of Singapore. Switzerland: Issued by Lazard Asset Management Schweiz AG, Uraniastrasse 12, CH-8001 Zurich. United Kingdom: Issued or approved by Lazard Asset Management Ltd., 50 Stratton Street, London W1J 8LL. Registered in England Number 525667. Authorised and regulated



IBEW Local 1783 Pension Fund Account Number: (USD) 31 December 2022

by the Financial Conduct Authority (FCA), providing services only to persons classified as eligible counterparties or professional clients under the rules of the FCA. **United States:** Issued by Lazard Asset Management LLC, 30 Rockefeller Plaza, New York, NY 10112.



# **Investment Performance Summary**

Page 8 of 17

	Inception Date	Current Month	Current Quarter	Year to Date	Last 12 Months	Annualized Last 3 Years	Annualized Last 5 Years	* Annualized Since Inception
Total Return	07-Jun-13	(2.94%)	14.44%	(16.88%)	(16.88%)	(0.86%)	1.20%	3.76%
Equity	07-Jun-13	(2.94%)	14.44%	(16.88%)	(16.88%)	(0.86%)	1.20%	3.76%
Benchmark: MSCI EAFE NR Index (USD)	07-Jun-13	0.08%	17.34%	(14.45%)	(14.45%)	0.87%	1.54%	4.26%

#### **Portfolio Summary**

Asset Allocation	Market Value	Percent of Portfolio	
Equity	911,871.87	100.00	
Accrued Dividends	0.00	0.00	
Accrued Interest	0.00	0.00	
TOTAL	\$911,871.87	100.00%	

Statement of Changes	<b>Current Month</b>	Current Year	
Beginning Market Value	939,518.58	1,096,998.48	
Net Additions/Withdrawals	0.00	0.00	
Current Income	12,542.20	12,542.20	
Capital Appreciation	(40,188.91)	(197,668.81)	
CURRENT MARKET VALUE	\$911,871.87	\$911,871.87	

All returns are Gross of fees unless specified as Net. For Lazard mutual funds, only US 40 act funds are quoted Net.

<sup>\*</sup> Annualized Since Inception returns for accounts less than 1 year old reflect Since Inception values.



# **Region/Country Distribution**

Page 9 of 17

Country	Market Value (Portfolio Currency)	Percent of Portfolio
INTERNATIONAL		
International	911,871.87	100.00
TOTAL INTERNATIONAL	\$911,871.87	100.00%
ACCRUED DIVIDENDS	\$0.00	0.00%
ACCRUED INTEREST	\$0.00	0.00%
TOTAL	\$911,871.87	100.00%



# **Holdings by Country**

Page 10 of 17

	Quantity	Unit Cost (Security Currency)	Market Price (Security Currency)	Total Cost (Security Currency)	Market Value (Security Currency)	Total Cost (Portfolio Currency)	Market Value (Portfolio Currency)	Percent of Portfolio
SECURITY HOLDINGS								
REGION: INTERNATIONAL								
INTERNATIONAL								
SECURITY CURRENCY: UNITED STATES DOLLAR								
Exchange Rate : 1.00000								
LAZARD INTL STRATEGIC EQUITY PORT INSTL	67,948.721	13.28	13.42	902,113.51	911,871.87	902,113.51	911,871.87	100.00
TOTAL INTERNATIONAL						\$902,113.51	\$911,871.87	100.00%
TOTAL SECURITY HOLDINGS						\$902,113.51	\$911,871.87	100.00%
TOTAL ACCRUED DIVIDENDS							\$0.00	0.00%
TOTAL ACCRUED INTEREST							\$0.00	0.00%
TOTAL						\$902,113.51	\$911,871.87	100.00%

Cost representation is reflective of Lazards internal accounting selling methodology and could possibly differ from the official books and records of custody/administrator.



# **Holdings by Country - Summary**

Page 11 of 17

	Total Cost (Portfolio Currency)	Market Value (Portfolio Currency)	Percent of Portfolio
Security Holdings	902,113.51	911,871.87	100.00
Accrued Dividends		0.00	0.00
Accrued Interest		0.00	0.00
TOTAL	\$902,113.51	\$911,871.87	100.00%

Cost representation is reflective of Lazards internal accounting selling methodology and could possibly differ from the official books and records of custody/administrator.



# **Detailed Transaction Ledger - Equity Buy**

Page 12 of 17

This page has been intentionally left blank as there are no records to report on



# **Detailed Transaction Ledger - Equity Sell**

Page 13 of 17

This page has been intentionally left blank as there are no records to report on



# **Detailed Transaction Ledger - Income**

Page 14 of 17

This page has been intentionally left blank as there are no records to report on



# **Detailed Transaction Ledger - Corporate Action**

Page 15 of 17

Transactio Date	on Security	Country	Currency Symbol	Quantity	Cost Ac (Portfolio Currency)	crued Interest (Portfolio Currency)	Total Amount (Portfolio Currency)	Transaction Amount at Market
DIVIDEND REINV	/ESTMENT							
22-Dec-22	LAZARD INTL STRATEGIC EQUITY PORT INSTL	International	USD	935.985	12,542.20			
TOTAL DIVIDEN	D REINVESTMENT				\$12,542.20			

Transaction Amount at Market is used to reflect the market value at the time of the exchange offer in portfolio currency.



## **Detailed Transaction Ledger - Other Transactions**

Page 16 of 17

This page has been intentionally left blank as there are no records to report on



IBEW Local 1783 Pension Fund Account Number: (USD) 31 December 2022

#### **UBS Infrastructure & Utilities Disclaimer**

© UBS 2013. All rights reserved. The name UBS Infrastructure & Utilities Index and the names of the related UBS AG sub-indices (together the "UBS Infrastructure & Utilities Indices") are proprietary to UBS AG ("UBS"). UBS and S&P Opco, LLC (a subsidiary of S&P Dow Jones Indices LLC) ("S&P") (the UBS Indices calculation agent and the provider of the S&P data) are together the "Index Parties". The Index Parties make no express or implied warranties or representations and shall have no liability whatsoever with respect to any Index Parties' data contained herein. S&P data is provided free of charge courtesy of S&P.

#### **FTSE Russell Disclaimer**

London Stock Exchange Group plc and its group undertakings (collectively, the "LSE Group"). © LSE Group 2021. FTSE Russell is a trading name of certain of the LSE Group companies. "FTSE®" "Russell®", "FTSE Russell®", "MTS®", "FTSE4Good®", "ICB®", "Mergent®, The Yield Book® are a trade mark(s) of the relevant LSE Group companies and is/are used by any other LSE Group company under license. All rights in the FTSE Russell indexes or data vest in the relevant LSE Group company which owns the index or the data. Neither LSE Group nor its licensors accept any liability for any errors or omissions in the indexes or data and no party may rely on any indexes or data contained in this communication. No further distribution of data from the LSE Group is permitted without the relevant LSE Group company's express written consent. The LSE Group does not promote, sponsor or endorse the content of this communication.

#### **MSCI Disclaimer**

MSCI makes no express or implied warranties or representations and shall have no liability whatsoever with respect to any MSCI data contained herein. The MSCI data may not be further redistributed or used as a basis for other indexes or any other securities or financial products. This report is not approved, reviewed or produced by MSCI.

#### JP Morgan Disclaimer

Information has been obtained from sources believed to be reliable but J.P. Morgan does not warrant its completeness or accuracy. The Index is used with permission. The Index may not be copied, used or distributed without J.P. Morgan's prior written approval. Copyright 2012, J.P. Morgan Chase & Co. All rights reserved.

#### **Bloomberg Disclaimer**

Bloomberg® is a service mark of Bloomberg Finance L.P. and its affiliates, including Bloomberg Index Services Limited ("BISL"), the administrator of the index (collectively, "Bloomberg") have been licensed for use for certain purposes by Lazard Asset Management. Bloomberg is not affiliated with Lazard Asset Management, and Bloomberg does not approve, endorse, review, or recommend the assets. Bloomberg does not guarantee the timeliness, accurateness, or completeness of any data or information.

#### S&P Disclaimer

The index data (the "Index Data") is a product of S&P Dow Jones Indices LLC and/or its affiliates and has been licensed for use by Lazard. Copyright © 2017 by S&P Dow Jones Indices LLC, a division of S&P Global, Inc., and/or its affiliates. All rights reserved. Redistribution, reproduction and/or photocopying in whole or in part are prohibited without prior written permission of S&P Dow Jones Indices LLC.

### **Rating Disclaimer**

This may contain information obtained from third parties, including ratings from credit ratings agencies such as Standard & Poor's. Reproduction and distribution of third party content in any form is prohibited except with the prior written permission of the related third party. Third party content providers do not guarantee the accuracy, completeness, timeliness or availability of any information, including ratings, and are not responsible for any errors or omissions (negligent or otherwise), regardless of the cause, or for the results obtained from the use of such content. THIRD PARTY CONTENT PROVIDERS GIVE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. THIRD PARTY CONTENT PROVIDERS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, COMPENSATORY, PUNITIVE, SPECIAL OR CONSQUENTIAL DAMAGES, COSTS, EXPENSES, LEGAL FEES, OR LOSSES (INCLUDING LOST INCOME OR PROFITS AND OPPORTUNITY COSTS OR LOSSES CAUSED BY NEGLIGENCE) IN CONNECTION WITH ANY USE OF THEIR CONTENT, INCLUDING RATINGS. Credit ratings are statements of opinions and are not statements of fact or recommendations to purchase, hold or sell securities. They do not address the suitability of securities or the suitability of securities for investment purposes, and should not be relied on as investment advice.

#### **Canadian Trusts Disclaimer**

This material should be used for supplemental information purposes only. Please refer to the transfer agent's statement, which is based upon the fund's books and records, for official results.



Multi-Employer Property Trust c/o NewTower Trust Company 7315 Wisconsin Avenue, Suite 350W Bethesda, MD 20814

PENSION & INSURANCE FD LCL 1783 IBEW

Account Number:

Quarterly Statement 10/01/22 - 12/31/22

**Contact Information:** 

E-mail: Administration@newtowertrust.com

Phone: 240-235-9960



### **Account Overview**

### PENSION & INSURANCE FD LCL 1783 IBEW

Change in Account Value	Current Quarter	Year-To-Date
Beginning Market Value	3,767,728.84	3,282,564.56
Contributions	-	-
Withdrawals	-	-
Investment Income Before Fees	26,162.34	115,172.20
Investment Management Fees <sup>1</sup>	(7,629.83)	(31,118.16)
Appreciation (Depreciation)	(247,333.43)	172,309.32
Ending Market Value	3,538,927.92	3,538,927.92
Investor Ownership % of Unit Class	0.07096%	
Investor Ownership % of Fund	0.05227%	

<sup>&</sup>lt;sup>1</sup> The Investment Management Fees shown here reflect any applicable adjustment to fees in accordance with the changes to the fee structure implemented on July 1, 2020

## **MEPT Participant Level Returns**

Net Return	Current Quarter	Year-To-Date	1-Year
Income (Net)	0.4919%	2.4055%	2.4055%
Appreciation	(6.5645)%	5.3238%	5.3238%
Total (Net)	(6.0726)%	7.8098%	7.8098%

<b>Gross Return</b>	<b>Current Quarter</b>	Year-To-Date	1-Year
Income (Gross)	0.6944%	3.3007%	3.3007%
Appreciation	(6.5645)%	5.3238%	5.3238%
Total (Gross)	(5.8701)%	8.7391%	8.7391%

## **MEPT Units Outstanding By Unit Class:**

Class E Units	Price	Total Units
Beginning of Quarter	16,462.9356	324,825.1687
End of Quarter	15,463.1994	322,532.1654
Change	(999.7362)	(2,293.0033)

Class N Units	Price	Total Units
Beginning of Quarter	16,660.4224	114,324.3516
End of Quarter	15,668.9870	113,838.9751
Change	(991.4354)	(485.3765)



Account Number:



## **Asset Holdings**

### PENSION & INSURANCE FD LCL 1783 IBEW

Description	Cusip	Units	Price	Cost Basis	Market Value	Accrued Income	Unrealized Gain/Loss
Common/Collective Funds MEPT CLASS E	995891900	228.8613	15,463.1994	1,665,120.77	3,538,927.92	0.00	1,873,807.15
Total Asset Holdings				1,665,120.77	3,538,927.92	0.00	1,873,807.15





# Transaction Detail PENSION & INSURANCE FD LCL 1783 IBEW

Description	Date	Units	Price	Cash	Cost	Gain/Loss

No Activity for this Period





# Quarterly Statement Disclosures PENSION & INSURANCE FD LCL 1783 IBEW

Please carefully review the information included within this statement. If you have any questions or discover any potential discrepancies within this statement, please contact NewTower Trust Company immediately by phone (240-235-9960), or via email (administration@newtowertrust.com).

Definitions for additional investor level reporting information are as follows:

Investment Income Before Fees - Equals the investor's total investment income for the period before reducing for fees incurred during the period.

Investment Management Fee - Equals the investor's applicable fee charged in accordance with applicable fund documents.

Appreciation/(Depreciation) - Equals the component of the total return attributable to realized and unrealized gains and losses on investments in real estate and changing debt values.





#### **Investment Considerations**

### PENSION & INSURANCE FD LCL 1783 IBEW

Past performance is not indicative of future results. Performance objectives (whether based on market conditions that affect MEPT or on MEPT itself) reflect a variety of assumptions, which may not be realized and are subject to significant uncertainties and contingencies. MEPT makes equity and debt position investments in commercial real estate. Performance goals, including investment returns (i.e., changes in MEPT's Unit Value), acquisition, disposition, and leverage levels, portfolio diversification (including cash position), portfolio occupancy and leasing rates could be adversely affected and may not meet expectations due to factors including, but not limited, to the U.S. economic and job growth falling short of expectations, changes in economic conditions specifically affecting certain industries or geographic regions, demand for commercial real estate space not meeting expectations, certain markets experiencing oversupply of competing product, shifts in current demographic trends, consumer spending not meeting expectations, consumer and business confidence falls, rising interest rates and increased borrowing costs, rising energy costs, declining occupancy rates, unexpected tenant bankruptcies, insolvencies, or defaults, changes in government regulations, failure of rent growth to meet expectations, unexpected increases in property tax assessments, unexpected changes in retail and warehouse demand due to the evolution of e-commerce, unexpected increases in property level operating costs, or construction and leasing of current and future development projects failing to meet schedule and budget expectations. Many of these factors are beyond MEPT Edgemoor's control or ability to predict.

Furthermore, MEPT's ability to meet its liquidity objectives could be adversely affected by higher than expected redemption requests or portfolio cash requirements or an inability to achieve disposition goals. Additionally, the likelihood that MEPT could gain additional value from its environmental and sustainable focus depends in part on tenant and investor demand, and government policies.

MEPT is intended as a vehicle for long-term investments. Compared with many other asset classes, real estate is a relatively illiquid investment. Appraised values of properties in this report reflect the estimate of value by an independent appraiser. The properties owned by MEPT or MEPT Edgemoor might realize a different value if they were actually sold by the Fund.

No investment strategy can guarantee profit or protect against loss.

MEPT is open to investments by qualified pension plans only.



Account Number:

Do Not Use For Account Transactions PO BOX 3009 MONROE, WI 53566-8309

PENSION AND INSURANCE FUND OF LOCAL 1783 IBEW STE 202 84 BUSINESS PARK DR ARMONK NY 10504-1742

Intermediary Services: 800-669-0498

View your statements online at vanguard.com

December 31, 2022, year-to-date statement

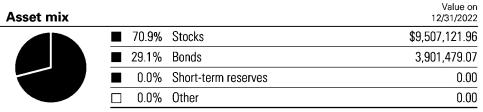
Intermediary Services: 800-669-0498

Statement overview

\$13,408,601.03

Total value of all accounts as of December 31, 2022

Accounts	Value on 12/31/2021	Value on 12/31/2022
PENSION AND INSURANCE FUN OF LOCAL 1783 IBEW STE 202	ID	
Endowment account	\$19,079,850.71	\$13,408,601.03



\$13,408,601.03

Your asset mix percentages are based on your holdings as of the prior month-end.

Endowment account

Intermediary Services: 800-669-0498

PENSION AND INSURANCE FUND OF LOCAL 1783 IBEW STE 202

## Account overview

\$13,408,601.03

Total account value as of December 31, 2022

#### Year-to-date income

Total	\$436,611.88
Nontaxable income	0.00
Taxable income	\$436,611.88

### **Balances and holdings for Vanguard funds**

Beginning on January 1, 2012, new tax rules on taxable (nonretirement) mutual fund accounts (excluding money market funds) require Vanguard to track cost basis information for shares acquired and subsequently sold, on or after that date. Unless you select another method, sales of Vanguard mutual funds, but not ETFs, will default to the average cost method. For more information, visit vanguard.com/costbasis.

Symbol	Name	Fund and account	Average price per share	Total cost	Balance on 12/31/2021	Balance on 12/31/2022
VINIX	Inst Index Fund Inst		\$207.78	\$6,141,831.68	\$13,326,987.64	\$9,507,121.96
VFSUX	Short-Term Invest-Gr Adm		10.67	1,636,469.57	2,289,922.75	1,525,655.96
VBTLX	Total Bond Mkt Index Adm		10.98	2,750,633.27	3,462,940.32	2,375,823.11

**\$19,079,850.71 \$13,408,601.03** 

## Account activity for Vanguard funds

### Inst Index Fund Inst

Purchases	Withdrawals	Dividends	Short-term capital gains	Long-term capital gains
\$0.00	-\$1,485,000.00	\$168,706.30	\$1,597.91	\$156,376.29

# **Vanguard**<sup>®</sup>

Endowment account

Intermediary Services: 800-669-0498

Accou	ınt activity for Vanguard fu	nds continued				
Inst In	dex Fund Inst	continued				
Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Valu
	Beginning balance on 12/31/2021		\$405.79		32,842.080	\$13,326,987.64
01/20	Systematic withdrawal	-\$195,000.00	381.90	-510.605	32,331.475	
02/18	Systematic withdrawal	-195,000.00	370.99	-525.621	31,805.854	
03/15	Systematic withdrawal	-195,000.00	364.04	-535.655	31,270.199	
03/22	Income dividend 1.2743	39,847.61	382.05	104.299	31,374.498	
03/22	ST cap gain .0511	1,597.91	382.05	4.182	31,378.680	
03/22	LT cap gain 1.9969	62,443.46	382.05	163.443	31,542.123	
04/14	Systematic withdrawal	-95,000.00	372.28	-255.184	31,286.939	
05/13	Systematic withdrawal	-95,000.00	341.42	-278.250	31,008.689	
06/15	Systematic withdrawal	-95,000.00	322.15	-294.894	30,713.795	
06/22	Income dividend 1.3242	40,671.21	318.33	127.764	30,841.559	
07/15	Systematic withdrawal	-95,000.00	327.38	-290.183	30,551.376	
08/15	Systematic withdrawal	-95,000.00	364.59	-260.567	30,290.809	
09/15	Systematic withdrawal	-95,000.00	331.62	-286.472	30,004.337	
09/22	Income dividend 1.4046	42,144.09	318.07	132.499	30,136.836	
10/14	Systematic withdrawal	-110,000.00	303.58	-362.343	29,774.493	
11/15	Systematic withdrawal	-110,000.00	338.63	-324.838	29,449.655	
12/15	Systematic withdrawal	-110,000.00	331.10	-332.226	29,117.429	
12/28	Income dividend 1.5813	46,043.39	316.86	145.311	29,262.740	
12/28	LT cap gain 3.226	93,932.83	316.86	296.449	29,559.189	
	Ending balance on 12/31/2022		\$321.63		29,559.189	\$9,507,121.96

Endowment account

Intermediary Services: 800-669-0498

#### PENSION AND INSURANCE FUND OF LOCAL 1783 IBEW STE 202

## Account activity for Vanguard funds continued

### Short-Term Invest-Gr Adm

Purchases	Withdrawals	Dividends
\$0.00	-\$630,000.00	\$38,895.62
30-day SEC yield as of 12/30/2022*		4.79%

\*Based on holdings' yield to maturity for last 30 days; distribution may differ. For updated information, visit vanguard.com.

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 12/31/2021		\$10.77		212,620.497	\$2,289,922.75
01/31	Income dividend	\$2,852.26	10.63	268.322	212,888.819	
02/28	Income dividend	3,049.95	10.53	289.644	213,178.463	
03/31	Income dividend	2,994.66	10.32	290.180	213,468.643	
04/14	Systematic withdrawal	-40,000.00	10.25	-3,902.439	209,566.204	
04/29	Income dividend	3,321.41	10.17	326.589	209,892.793	
05/13	Systematic withdrawal	-40,000.00	10.18	-3,929.273	205,963.520	
05/31	Income dividend	3,312.89	10.23	323.841	206,287.361	
06/15	Systematic withdrawal	-40,000.00	10.03	-3,988.036	202,299.325	
06/30	Income dividend	3,453.24	10.08	342.583	202,641.908	
07/15	Systematic withdrawal	-40,000.00	10.09	-3,964.321	198,677.587	
07/25	Wire redemption	-20,000.00	10.15	-1,970.443	196,707.144	
07/29	Income dividend	3,445.21	10.21	337.435	197,044.579	
08/15	Systematic withdrawal	-60,000.00	10.18	-5,893.910	191,150.669	
08/31	Income dividend	3,357.24	10.06	333.722	191,484.391	
09/15	Systematic withdrawal	-60,000.00	9.98	-6,012.024	185,472.367	

# **Vanguard**<sup>®</sup>

Endowment account

## Intermediary Services: 800-669-0498

Short-T	erm Invest-Gr Adm		continued				
			Continuou		Shares	Total shares	
Date	Transaction		Amount	Share price	transacted	owned	Valu
09/26	Wire redemption		-75,000.00	9.83	-7,629.705	177,842.662	
09/30	Income dividend		3,404.46	9.84	345.982	178,188.644	
10/14	Systematic withdrawal		-60,000.00	9.77	-6,141.249	172,047.395	
10/31	Income dividend		3,249.17	9.79	331.887	172,379.282	
11/09	Wire redemption		-75,000.00	9.80	-7,653.061	164,726.221	
11/15	Systematic withdrawal		-60,000.00	9.92	-6,048.387	158,677.834	
11/30	Income dividend		3,248.59	9.96	326.164	159,003.998	
12/15	Systematic withdrawal		-60,000.00	10.01	-5,994.006	153,009.992	
12/30	Income dividend		3,206.54	9.95	322.265	153,332.257	
	Ending balance on 12	2/31/2022		\$9.95		153,332.257	\$1,525,655.9
Total Bo	ond Mkt Index Adm						
Purchases		Withdrawals	Dividends	Short-term capital gains	Long-term capital gains		
\$0.00		-\$640,000.00	\$68,614.19	\$0.00	\$2,421.57		
30-day SE	C yield as of 12/31/2022	<del>\</del>	4.12%				

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 12/31/2021		\$11.19		309,467.410	\$3,462,940.32
01/31	Income dividend	\$5,511.82	10.93	504.284	309,971.694	_
02/28	Income dividend	5,243.14	10.79	485.926	310,457.620	

Endowment account

Intermediary Services: 800-669-0498

## PENSION AND INSURANCE FUND OF LOCAL 1783 IBEW STE 202

#### Account activity for Vanguard funds continued Total Bond Mkt Index Adm continued Shares Total shares Date Transaction Amount Share price transacted owned Value 311,012.293 03/31 Income dividend 5.801.88 10.46 554.673 LT cap gain .0078 2,421.57 10.46 231.508 03/31 311,243.801 04/14 Systematic withdrawal -60,000.00 10.15 -5.911.330 305,332.471 04/29 Income dividend 5,719.45 10.04 569.666 305,902.137 -60,000.00 05/13 Systematic withdrawal 10.01 -5,994.006 299,908.131 05/31 Income dividend 5,857.51 10.08 581.102 300.489.233 06/15 Systematic withdrawal -60,000.00 9.77 -6.141.249 294,347.984 06/30 Income dividend 5,792.91 9.91 584.552 294,932.536 07/15 Systematic withdrawal -60,000.00 9.95 -6.030.151 288.902.385 07/29 Income dividend 5,891.97 10.12 582.210 289,484.595 08/15 Systematic withdrawal -60,000.00 10.05 -5,970.149 283,514.446 08/31 9.82 Income dividend 5.922.28 603.084 284,117.530 -60,000.00 09/15 Systematic withdrawal 9.65 -6.217.617 277.899.913 -75,000.00 9.37 -8.004.269 269.895.644 09/26 Wire redemption 09/30 Income dividend 5,735.78 9.39 610.839 270.506.483 10/14 -60,000.00 9.25 -6.486.486 264,019.997 Systematic withdrawal 10/31 9.24 Income dividend 5,743.54 621.595 264,641.592

9.23

9.45

9.56

9.73

-2,708.559

-6,349.206

-6.166.495

588.890

261,933.033

255,583.827

256.172.717

250.006.222

-25,000.00

-60,000.00

5,629.79

-60,000.00

Wire redemption

Income dividend

Systematic withdrawal

Systematic withdrawal

11/09

11/15

11/30

12/15

# **Vanguard**°

Endowment account Intermediary Services: 800-669-0498

PENSION AND INSURANCE FUND OF LOCAL 1783 IBEW STE 202

## Account activity for Vanguard funds continued

Total E	Bond Mkt Index Adm	continued				
Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
12/30	Income dividend	5,764.12	9.48	608.030	250,614.252	
	Ending balance on 12/31/2022		\$9.48		250,614.252	\$2,375,823.11

For more cost basis information go to investor.vanguard.com/taxes/cost-basis.

# **Vanguard**°

Endowment account

Intermediary Services: 800-669-0498

#### PENSION AND INSURANCE FUND OF LOCAL 1783 IBEW STE 202

### Realized gains and losses

You can get cost basis information for both realized and unrealized gains and losses for your Vanguard account at vanguard.com.

Some or all of this information may be reported to the IRS on Form 1099-B Proceeds from Broker and Barter Exchange Transactions. Vanguard provides cost basis information using the average cost method for mutual funds and first in, first out for other holdings, unless you've selected another method. You may want to consult a tax advisor to determine the appropriate method for you. Certain adjustments may change the basis we're currently reporting to you. In that event, we'll send you revised realized gain and loss information. A dash indicates the information on our system was incomplete at the time this document was generated. See IRS Publication 550 (Investment Income and Expenses) for additional information.

#### Vanguard funds

Inst Index Fu	und Inst						
Term	Date sold	Quantity	Proceeds	Total cost	Gain/Loss	Disallowed loss	Total gain/ Allowable loss
Short-term	01/20	0.000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Long-term	01/20	510.605	195,000.00	103,971.69	91,028.31	0.00	91,028.31
Short-term	02/18	0.000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Long-term	02/18	525.621	195,000.00	107,029.31	87,970.69	0.00	87,970.69
Short-term	03/15	0.000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Long-term	03/15	535.655	195,000.00	109,072.48	85,927.52	0.00	85,927.52
Short-term	04/14	0.000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Long-term	04/14	255.184	95,000.00	52,354.24	42,645.76	0.00	42,645.76
Short-term	05/13	0.000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Long-term	05/13	278.250	95,000.00	57,086.53	37,913.47	0.00	37,913.47
Short-term	06/15	0.000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Long-term	06/15	294.894	95,000.00	60,501.25	34,498.75	0.00	34,498.75
Short-term	07/15	0.000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Long-term	07/15	290.183	95,000.00	59,670.77	35,329.23	0.00	35,329.23
Short-term	08/15	0.000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Long-term	08/15	260.567	95,000.00	53,580.79	41,419.21	0.00	41,419.21

# **Vanguard**°

Endowment account

Intermediary Services: 800-669-0498

Realized gain	s and losses co	ontinued					
Inst Index Fund	d Inst	continued					
Term	Date sold	Quantity	Proceeds	Total cost	Gain/Loss	Disallowed loss	Total gain/ Allowable loss
Short-term	09/15	0.000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Long-term	09/15	286.472	95,000.00	58,907.67	36,092.33	0.00	36,092.33
Short-term	10/14	0.000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Long-term	10/14	362.343	110,000.00	74,688.27	35,311.73	0.00	35,311.73
Short-term	11/15	0.000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Long-term	11/15	324.838	110,000.00	66,957.52	43,042.48	0.00	43,042.48
Short-term	12/15	0.000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Long-term	12/15	332.226	110,000.00	68,480.37	<b>4</b> 1,519.63	0.00	41,519.63
Total short-term	Various	0.000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total long-term	Various	4,256.838	1,485,000.00	872,300.89	612,699.11	0.00	612,699.11
Short-Term Inv	vest-Gr Adm						
Term	Date sold	Quantity	Proceeds	Total cost	Gain/Loss	Disallowed loss	Total gain/ Allowable loss
Short-term	04/14	0.000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Long-term	04/14	3,902.439	40,000.00	41,691.49	-1,691.49	0.00	-1,691.49
Short-term	05/13	0.000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Long-term	05/13	3,929.273	40,000.00	41,975.03	-1,975.03	0.00	-1,975.03
Short-term	06/15	0.000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Long-term	06/15	3,988.036	40,000.00	42,599.94	-2,599.94	0.00	-2,599.94
Short-term	07/15	0.000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Long-term	07/15	3,964.321	40,000.00	42,342.59	-2,342.59	0.00	-2,342.59
Short-term	07/25	0.000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Long-term	07/25	1,970.443	20,000.00	21,046.14	-1,046.14	0.00	-1,046.14
Short-term	08/15	0.000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Long-term	08/15	5,893.910	60,000.00	62,947.61	-2,947.61	0.00	-2,947.61

Endowment account

Intermediary Services: 800-669-0498

Realized gain	s and losses cor	ntinued					
Short-Term Inv	est-Gr Adm	continu	ıed				
Term	Date sold	Quantity	Proceeds	Total cost	Gain/Loss	Disallowed loss	Total gain/ Allowable loss
Short-term	09/15	0.000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Long-term	09/15	6,012.024	60,000.00	64,202.59	-4,202.59	0.00	-4,202.59
Short-term	09/26	0.000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Long-term	09/26	7,629.705	75,000.00	81,477.85	-6,477.85	0.00	-6,477.85
Short-term	10/14	0.000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Long-term	10/14	6,141.249	60,000.00	65,572.58	-5,572.58	0.00	-5,572.58
Short-term	11/09	0.000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Long-term	11/09	7,653.061	75,000.00	81,701.73	-6,701.73	0.00	-6,701.73
Short-term	11/15	0.000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Long-term	11/15	6,048.387	60,000.00	64,570.72	-4,570.72	0.00	-4,570.72
Short-term	12/15	0.000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Long-term	12/15	5,994.006	60,000.00	63,981.37	-3,981.37	0.00	-3,981.37
Total short-term	Various	0.000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total long-term	Various	63,126.854	630,000.00	674,109.64	-44,109.64	0.00	-44,109.64
Total Bond Mk	t Index Adm						
Term	Date sold	Quantity	Proceeds	Total cost	Gain/Loss	Disallowed loss	Total gain/ Allowable loss
Short-term	04/14	0.000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Long-term	04/14	5,911.330	60,000.00	65,025.54	-5,025.54	0.00	-5,025.54
Short-term	05/13	0.000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Long-term	05/13	5,994.006	60,000.00	65,924.28	-5,924.28	0.00	-5,924.28
Short-term	06/15	0.000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Long-term	06/15	6,141.249	60,000.00	67,532.80	-7,532.80	0.00	-7,532.80
Short-term	07/15	0.000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Long-term	07/15	6,030.151	60,000.00	66,298.12	-6,298.12	0.00	-6,298.12

# **Vanguard**<sup>®</sup>

Endowment account

Intermediary Services: 800-669-0498

<b>D</b> 1: 1			
Realized	daine	and losses	continued
ncanzeu	uaiiis	anu iosses	commueu

Total Bond Mkt	Index Adm	continu	ued				
Term	Date sold	Quantity	Proceeds	Total cost	Gain/Loss	Disallowed loss	Total gain, Allowable loss
Short-term	08/15	0.000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Long-term	08/15	5,970.149	60,000.00	65,627.93	-5,627.93	0.00	-5,627.93
Short-term	09/15	0.000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Long-term	09/15	6,217.617	60,000.00	68,332.79	-8,332.79	0.00	-8,332.79
Short-term	09/26	0.000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Long-term	09/26	8,004.269	75,000.00	87,968.43	-12,968.43	0.00	-12,968.43
Short-term	10/14	0.000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Long-term	10/14	6,486.486	60,000.00	71,264.27	-11,264.27	0.00	-11,264.27
Short-term	11/09	0.000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Long-term	11/09	2,708.559	25,000.00	29,746.68	-4,746.68	0.00	-4,746.68
Short-term	11/15	0.000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Long-term	11/15	6,349.206	60,000.00	69,729.99	-9,729.99	0.00	-9,729.99
Short-term	12/15	0.000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Long-term	12/15	6,166.495	60,000.00	67,703.20	-7,703.20	0.00	-7,703.20
Total short-term	Various	0.000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total long-term	Various	65,979.517	640,000.00	725,154.03	-85,154.03	0.00	-85,154.03

OMB No. 1530-0069

# ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion. See reverse for additional instructions.

#### PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

AGENCY INFORMATION						
FEDERAL PROGRAM AGENCY						
AGENCY IDENTIFIER: AGENCY LOCATION CODE (ALC):	ACH FORMAT:					
ADDRESS:						
CONTACT PERSON NAME:	TELEPHONE NUMBER;					
	( )					
ADDITIONAL INFORMATION:						
PAYEE/COMPANY INF						
Local 1783 IBEW Pension Fund	ssn no. or taxpayer id no. 13-1889643					
ADDRESS 84 Business Park Drive, Suite 202						
Armonk, NY 10504						
CONTACT PERSON NAME:  Layne McCarthy	TELEPHONE NUMBER:					
Layrie McCartry	( 914 ) 948-377 <u>1</u>					
FINANCIAL INSTITUTION	INEOPMATION					
NAME:	INFORMATION					
BANK OF AMERICA						
ADDRESS:						
FOUR PENN CENTER, 1600 JFK BLVD, SUITE 1100, PHILADELPHIA, PA 1910	3					
ACH COORDINATOR NAME: BANK OF AMERICA ACH DEPARTMENT	TELEPHONE NUMBER:					
	( 800 ) 424-2172					
NINE-DIGIT ROUTING TRANSIT NUMBER:  0 2 1 0 0	0 3 2 2					
DEPOSITOR ACCOUNT TITLE: Local 1783 IBEW Pension Fund						
LOCAL 1763 IDEAA LAURING						
DEPOSITOR ACCOUNT NUMBER:	LOCKBOX NUMBER:					
TYPE OF ACCOUNT:	<del></del>					
CHECKING SAVINGS	LOCКВОХ					
SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL:	TELEPHONE NUMBER:					
(Could be the same as ACH Coordinator)  Main WWS , AVP						
	( 732 ) 321-2057					

AUTHORIZED FOR LOCAL REPRODUCTION

SF 3881 (Rev. 2/2003 )
Prescribed by Department of Treasury
31 U S C 3322; 31 CFR 210



Bank of America Merrill Lynch Treasury Fulfillment Service Operations T 888.400.9009 eservice@bankofamerica.com

January 24, 2023

### **LOCAL 1783 IBEW PENSION FUND**

Regarding: Account / Routing Number Confirmation

Please accept this letter as confirmation that, according to our records, the account referenced below is maintained at Bank of America, N.A. with the following information:

Account number:

Active ACH Blocks/Filters on file

Routing number ACH/EFT Routing number DOM. WIRES

SWIFT Code INTL WIRES

Account Name:

Account Address:

No

021000322

026009593

BOFAUS3N (BOFAUS6S if incoming wire is in foreign currency)

**LOCAL 1783 IBEW PENSION FUND** 

**OPERATING ACCOUNT - 1783 PENSION FUND** 

84 BUSINESS PARK DR STE 202

ARMONK, NY 10504-1735

The information set forth above is as of January 24, 2023. Please note that the information provided by the Bank in this letter is given as of the date of this letter and is subject to change without notice, and is provided in strict confidence to you for your own use only, without any responsibility, guarantee, representation, warranty (expressed or implied), commitment or liability on the part of the Bank, its parents, subsidiaries or affiliates or any of its or their directors, officers or employees to you or any third party, and none of them assumes any duties or obligations to you in connection herewith. This letter is not to be quoted or referred to without the Bank's prior written consent. The Bank has no duty and undertakes no responsibility to update or supplement the information set forth in this letter.

If you have any questions, or require further assistance, please do not hesitate to contact us at 888.400.9009.

Sincerely,

Maria Williams

Assistant Vice President; CSS - Sales GLOBAL COMMERCIAL BANKING

IRIS RAMOS Notary Public

State of New Jersey
My Commission Expires June 23, 2027

I.D.# 50198477

les Kamp 1/13/2023

"Bank of America" and "BofA Securities" are the marketing names used by the Global Banking and Global Markets divisions of Bank of America Corporation. Lending, other commercial banking activities, and trading in certain financial instruments are performed globally



by banking affiliates of Bank of America Corporation, including Bank of America, N.A., Member FDIC. Trading in securities and financial instruments, and strategic advisory, and other investment banking activities, are performed globally by investment banking affiliates of Bank of America Corporation ("Investment Banking Affiliates"), including, in the United States, BofA Securities, Inc. and Merrill Lynch Professional Clearing Corp., both of which are registered broker-dealers and Members of SIPC, and, in other jurisdictions, by locally registered entities. BofA Securities, Inc. and Merrill Lynch Professional Clearing Corp. are registered as futures commission merchants with the CFTC and are members of the NFA.

Investment products offered by Investment Banking Affiliates:

Are Not FDIC Insured • May Lose Value • Are Not Bank Guaranteed.

© 2020 Bank of America Corporation. All rights reserved.

## The Berwyn Group

## **Death Check Verification Services**

for

**IBEW 1783** 

**Date of Service:** <u>12/22/2022</u>

Death database last updated on

(including SSA DMF update: 12/19/2022

Web Site: www.berwyngroup.com

The following analysis has verified <u>1,110</u> records from your data and matched <u>7</u> individuals against The Berwyn Group's National Master Death file.

Positive matches generally indicate that individuals being verified are deceased. However, some positive matches are "false-positives." Source files can and do have data errors, and acquisition of individual death certificates is required for reliable verifications.

The Berwyn Group makes no guarantees or warrantees that the source files contain the entire universe of deceased individuals. Many deaths remain unreported. Consequently, the absence of a match is not an unequivocal indicator of validations.

The Berwyn Group is dedicated to maintaining the most credible and up-to-date data sources for our analytic and research work. Our committment to this goal ensures that our customers receive the highest quality work product.

The Berwyn Group has audited this file against the latest available updated version of the full Social Security Master File as of the date of this audit. This audit also includes Berwyn Group's other death file sources which are updated as they are made available to the Berwyn Group. This audit is performed using the social security number on the file if provided, or by first name, last name and date of birth if social security number is missing. In order for a match to be reported by first name, last name and date of birth, all three data elements must match exactly to those data elements in Berwyn Group's Master Death File.

# **Table of Contents**

## **MORTALITY VERIFICATION ANALYSIS**

	Obser	vations	Total Matches	Unique SSN's
SECTION I - Exact Matches		<u> </u>		
All Fields From Customer and Berwyn Group Files Match Exactly (4-4)	1 -	2	2	2
SECTION II - Highly Probably Exact Matches				
Social Security Number Data Entry Error	0 -	0	0	0
All Fields Except Date of Birth Matches (5-5)	3 -	5	3	2
SECTION III - Other Match Categories				
Social Security Number, Last Name and Date of Birth Matches	0 -	0	0	0
Social Security Number, First Name and Date of Birth Matches	0 -	0	0	0
Social Security Number and Date of Birth Matches.	0 -	0	0	0
Social Security Number and Last Name Matches (6-6)	6 -	6	1	1
Social Security Number and First Name Matches.	0 -	0	0	0
Social Security Number Matches (7-7)	7 -	7	1	1
SECTION IV - Invalid Social Security Numbers				
Social Security Numbers Invalid Against Berwyn Group's SSN Validation File (9-10)	1 -	27	27	27

## **SECTION I**

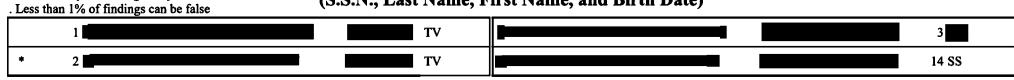
## **EXACT MATCHES**

	IBEW 1783					Berwyn Group Master Death File							
Pr (a)	Obs.	S.S.N.	Last Name	First Name	Birth Date	User Comment	S.S.N.	Last Name	First Name	Birth Date	Death Date	MSD (b)	Record Source {Zip- State}

# All Fields From Customer and Berwyn Group Files Match Exactly

. Please verify all findings for your determination

(S.S.N., Last Name, First Name, and Birth Date)



Client Number: Berwyn

(a) Previously Reported with '\*'

(b) MSD = Months Since Death

>> Locate Missing Employees >> Obtain Death Certificates

Berwyn Group (216)765-8818

	IBEW 1783					Berwyn Group Master Death File							
Pr (a)	Obs.	S.S.N.	Last Name	First Name	Birth Date	User Comment	S.S.N.	Last Name	First Name	Birth Date	Death Date	MSD (b)	Record Source {Zip- State}

# All Fields Except Date of Birth Matches (S.S.N., Last Name, and First Name Matches)

. Please verify all findings for your determination

. Less than 1% of findings can be false



Client Number: Berwyn

(a) Previously Reported with '\*'

(b) MSD = Months Since Death

>> Locate Missing Employees
>> Obtain Death Certificates

\*\*Repum Group\*\*

Berwyn Group (216)765-8818

	IBEW 1783						Berwyn Group Master Death File						
Pr (a)	Obs.	S.S.N.	Last Name	First Name	Birth Date	User Comment	S.S.N.	Last Name	First Name	Birth Date	Death Date	MSD (b)	Record Source {Zip- State}

. May not be deceased

## **Social Security Number and Last Name Matches**

. Sharing SSN with the deceased (spouse?) or a typing error in first name

6	TV	515

Client Number: Berwyn

(a) Previously Reported with '\*'

(b) MSD = Months Since Death

>> Locate Missing Employees >> Obtain Death Certificates **Berwyn Group** (216) 765-8818

	IBEW 1783					Berwyn Group Master Death File							
Pr (a)	Obs.	S.S.N.	Last Name	First Name	Birth Date	User Comment	S.S.N.	Last Name	First Name	Birth Date	Death Date	MSD (b)	Record Source {Zip- State}

<sup>.</sup> May not be deceased

## **Social Security Number Matches**

\* 7 TV 456 SS

Client Number: Berwyn

(a) Previously Reported with '\*'

(b) MSD = Months Since Death

>> Locate Missing Employees >> Obtain Death Certificates **Berwyn Group** (216) 765-8818

<sup>.</sup> Highly possible wrong SSN recorded by you (record source '01') OR the death source

<sup>.</sup> Please verify internally the correctness of the SSN

## **SECTION IV**

INVALID SOCIAL SECURITY NUMBERS

## Possible Invalid Social Security Numbers \*\*\*

	IBEW 1783						
Obs.	S.S.N.	Last Name	First Name	Birth Date	User Comment	Berwyn Comment	

## Invalid Social Security Number (if SSN issued before 06/25/2011 \*\*\*)

### Based on 06/01/2011 SSA Social Security Number Issuance

1	TV	IBEW1783-DC
2	RT	IBEW1783-DC
3	TV	IBEW1783-DC
4	TV	IBEW1783-DC
5	TV	IBEW1783-DC
6	TV	IBEW1783-DC
7	TV	IBEW1783-DC
8	RT	IBEW1783-DC
9	TV	IBEW1783-DC
10	TV	IBEW1783-DC
11	TV	IBEW1783-DC
12	TV	IBEW1783-DC
13	TV	IBEW1783-DC
14	TV	IBEW1783-DC
15	TV	IBEW1783-DC
·		

\*\*\* SSN can be valid if issued after 06/26/2011 due to new "Random SSN issuance guidelines."

Client Number: Berwyn

Berwyn Group

12/22/2022

## **Possible Invalid Social Security Numbers \*\*\***

	IBEW 1783					
Obs.	S.S.N.	Last Name	First Name	Birth Date	User Comment	Berwyn Comment

## Invalid Social Security Number (if SSN issued before 06/25/2011 \*\*\*)

### Based on 06/01/2011 SSA Social Security Number Issuance

16	TV	IBEW1783-DC
17	TV	IBEW1783-DC
18	TV	IBEW1783-DC
19	TV	IBEW1783-DC
20	TV	IBEW1783-DC
21	TV	IBEW1783-DC
22	TV	IBEW1783-DC
23	TV	IBEW1783-DC
24	TV	IBEW1783-DC
25	TV	IBEW1783-DC
26	TV	IBEW1783-DC
27	TV	IBEW1783-DC

12/22/2022

INTERNAL REVENUE SERVICE P. O. BOX 2508 CINCINNATI, OH 45201

Date

**DEC 0 8 2015** 

TRUSTEES OF LOCAL 1783 IBEW PENSION FUND 84 BUSINESS PARK DRIVE SUITE 202 ARMONK, NY 10504 Employer Identification Number: 13-1889643 DLN:

17007036087005 Person to Contact: MELINDA A LINDERMAN

ID#

Contact Telephone Number: (949) 389-4418

Plan Name:

LOCAL 1783 IBEW PENSION FUND

Plan Number: 001

#### Dear Applicant:

Based on the information you provided, we are issuing this favorable determination letter for your plan listed above. However, our favorable determination only applies to the status of your plan under the Internal Revenue Code and is not a determination on the effect of other federal or local statutes. To use this letter as proof of the plan's status, you must keep this letter, the application forms, and all correspondence with us about your application.

Your determination letter does not apply to any qualification changes that become effective, any guidance issued, or any statutes enacted after the dates specified in the Cumulative List of Changes in Plan Requirements (the Cumulative List) for the cycle you submitted your application under, unless the new item was identified in the Cumulative List.

Your plan's continued qualification in its present form will depend on its effect in operation (Section 1.401-1(b)(3) of the Income Tax Regulations). We may review the status of the plan in operation periodically.

You can find more information on favorable determination letters in Publication 794, Favorable Determination Letter, including:

The significance and scope of reliance on this letter, The effect of any elective determination request in your application materials,

The reporting requirements for qualified plans, and Examples of the effect of a plan's operation on its qualified status.

You can get a copy of Publication 794 by visiting our website at www.irs.gov/formspubs or by calling 1-800-TAX-FORM (1-800-829-3676) to request a copy.

This determination letter applies to the amendments dated on March 2010.

This determination letter also applies to the amendments dated on

Letter 5274

#### TRUSTEES OF LOCAL 1783 IBEW PENSION

Oct. 8, 2010.

We made this determination on the condition that you adopt the proposed amendments you submitted in your letter dated Oct. 14, 2015, on or before the date the Income Tax Regulations provide under Section 401(b) of the Internal Revenue Code.

We made this determination on the condition that you adopt the proposed restated plan you submitted with your or your representative's letter dated Jan. 31, 2015. You must adopt the proposed plan on or before the date the Income Tax Regulations provide under Section 401(b) of the Internal Revenue Code.

You can't rely on this letter after the end of the plan's first five-year remedial amendment cycle that ends more than 12 months after we received the application. This letter expires on January 31, 2020. This letter considered the 2013 Cumulative List of Changes in Plan Qualification Requirements.

The information on the enclosed addendum is an integral part of this determination. Please be sure to read it and keep it with this letter.

If you submitted a Form 2848, Power of Attorney and Declaration of Representative, or Form 8821, Tax Information Authorization, with your application and asked us to send your authorized representative or appointee copies of written communications, we will send a copy of this letter to him or her.

If you have any questions, you can contact the person listed at the top of this letter.

Sincerely,

Karen D. Truss

Director, EP Rulings & Agreements

Addendum

#### TRUSTEES OF LOCAL 1783 IBEW PENSION

िक्षक हैं हैं।

This determination letter does not apply to any portions of the document that incorporate the terms of an auxiliary agreement (collective bargaining, reciprocity, or participation agreement), unless you append to the plan document the exact language of the sections that you incorporated by reference:

Letter 5274