

ARTICLE 145
Firemen's Pension Plan

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145.005 **EFFECTIVE DATE**

Except as may otherwise be specified herein, the provisions of this Ordinance shall apply to retirements or terminations from active Service on or after January 1, 2008.

145.01 **DEFINITIONS**

The following words and phrases as used in this Plan shall have the meaning set below unless a different meaning is otherwise clearly required by the context:

- a. **“Accrued Benefit”** means the amount of retirement benefit credited to the Participant determined in accordance with Section 145.04 as of such date and multiplied by a fraction, the numerator of which shall be the Participant's completed years of Service as of such date and the denominator of which shall be the number of years of Service which are required to be completed by the Participant to attain Normal Retirement Age under the Plan. Notwithstanding anything contained herein to the contrary, in no event shall the fraction exceed one (1.0).

In no event, however, shall the Accrued Benefit exceed the maximum limitation, determined as of the date of computation, provided under Subsection 145.04(a). All Accrued Benefits are subject to all applicable limitations, reductions, offsets, and actuarial adjustments provided by the Plan prior to the actual payment thereof and no Accrued Benefits shall be paid unless the Participant satisfies all requirements hereunder for entitlement to receive such benefit.

- b. **“Act”** means the Municipal Pension Plan Funding Standard and Recovery Act, enacted as P.L. 1005 (Act 205 of 1984), as the same may be amended from time to time.
- c. **“Actuarial Equivalent”** shall mean a form of benefit differing in time, period, or manner of payment from a specific benefit provided under the Plan, but having the same value when computed using the 1984 Unisex Mortality Table with interest computed at 7.5 percent.
- d. **“Actuarially Sound”** means a Plan which is being funded annually at a level not lower than the financial requirements of the Plan pursuant to the Act.
- e. **“Actuary”** means the person, partnership, association or corporation which at any given time serves as Actuary to the plan; provided that such Actuary must be an "Approved Actuary" as defined in the Act.
- f. **“Age”** means the age of a Participant computed as of his last birthday.
- g. **“Anniversary Date”** means January 1st of each year following the Effective Date of the Plan.
- h. **“Association”** means the Firemen’s Pension Fund Association.
- i. **“Beneficiary”** or **“Beneficiaries”** or **Survivor”** means the person or persons as provided in Section 145.07b and 145.07c to receive the benefits which are payable under the Plan upon or after the death of the Participant.
- j. **“Board”** means a board of members which shall be known and designated as the “Firemen’s Pension Fund Board” and shall be composed of the following:
 - (1) The City Manager of the City of Franklin, who shall be ex-officio Chairman thereof.
 - (2) A member of the City Council to be appointed by the Mayor and approved by the City Council of the City, who shall be ex-officio Treasurer thereof.
 - (3) A member of the City Council to be appointed by the Mayor and approved by the City Council.
 - (4) The Chief Officer of the Fire Department of the City.
 - (5) Three members of the Department, elected in a manner approved

by the City Manager, who are entitled to participate in the Fund, one of whom shall serve for one year, one for two years, and one for three years; and the successor of each shall be elected for a term of three years.

- (6) If a vacancy should occur during a term, it shall be filled for the unexpired term by the election of a successor in the same manner as his predecessor was elected.
 - (7) The members of the Board shall serve without compensation, but shall be reimbursed from the Fund for necessary expenditures. No member shall suffer loss of salary or wages through serving on the Board.
- k. **“Chief Administrative Officer”** means the person who has primary responsibility for the execution of the administrative affairs of the Plan, subject to the limitations and qualifications of Act 205. Council shall appoint the Chief Administrative Officer.
 - l. **“City Council”** or **“Council”** means the governing body of the Employer.
 - m. **“Code”** means the Internal Revenue Code of 1986, as amended or replaced from time to time.
 - n. The **“Effective Date”** of this Amendment and Restatement of the Plan is January 1, 2008.
 - o. **“Employee”** means any full time member of the Fire Department of the Employer.
 - p. **“Employer”** means the City of Franklin.
 - q. **“Entry Date”** means the date on which an Employee becomes a member of the Association as provided in Section 145.09.
 - r. **“Fiduciary”** or **“Named Fiduciary”** means any person who, with respect to this Plan:
 - (1) exercises any discretionary authority or discretionary control respecting management of such Plan or exercises any authority or control respecting management or disposition of its assets,
 - (2) renders investment advice for a fee or other compensation direct or indirect, with respect to any monies or other property of such Plan, or has any authority or responsibility to do so; or

- (3) has any discretionary authority or discretionary responsibility in the administration of the Plan.
- s. **“Former Participant”** means a person who has been a Participant, but has ceased to be a Participant for any reason.
- t. **“Married Participant”** means a Participant who has been a Participant who is lawfully married on the date Retirement Benefits become payable pursuant to Section 145.04 of the Plan.
- u. **“Normal Retirement Age”** means Twenty (20) years of Service. A Participant shall have a 100% nonforfeitable vested interest in his Accrued Benefit upon attainment of his Normal Retirement Age.
- v. **“Participant”** means any Employee who is a member of the Association as described in Section 145.09.
- w. **“Pension Fund”** shall mean the assets of this Plan administered under the terms, rules and regulations of the Board as set forth in Section 145.10 and Act 205, and which shall include all money, property, investments, policies and contracts that are a part of the Plan.
- x. **“Pick-Up Contribution Account”** means an account established pursuant to Section 145.03b of the Plan. Pick-Up Contributions shall be made pursuant to Section 414(h)(2) of the Code and shall be made on a pre-tax basis for Federal Income Tax purposes.
- y. **“Plan”** means the defined benefit pension plan set forth herein (including any trust forming a part hereof), as amended and supplemented from time to time, all of which shall be known as the City of Franklin Firemen’s Pension Plan.
- z. **“Plan Year”** means each twelve (12) month period beginning on January 1st and ending on the following December 31st (also applicable prior to the Effective Date of the Plan).
- aa. **“Regulations”** means U.S. Treasury Regulations issued pursuant to the Code.
- bb. **“Retirement Date”** means the date of actual retirement of a Participant which may be his Normal, Late or Disability Retirement Date, whichever is applicable to him pursuant to Section 145.05 of the Plan.
- cc. **“Salary”** means the fixed amount of compensation paid at regular, periodic intervals by the City to the member and from which pension contributions have been deducted.

- dd. **“Service”** means the total period or periods the Participant is an Employee of Employer and is a member of the Association. Any Participant who actively served in the Armed Forces of the United States subsequent to September 1, 1940, and who was not a Participant prior to such military service, may be entitled to have full credit for each year or fraction thereof, not to exceed four years of such service upon his payment to the Pension Fund of an amount equal to the sum of the amount of a beginning fireman’s contribution added to the amount of the City’s contribution plus interest during the years the full-time active duty military service occurred. To exercise the ability to purchase service for military time, a Participant must, within thirty (30) days of the date he becomes a member of the Association, file a written notification requesting a computation of the required contribution to the Firemen’s Pension Fund Board, in care of the City Manager of the City of Franklin, 430 Thirteenth Street, Franklin, PA 16323, requesting a computation of the required contribution. The amount of the required contribution shall then be computed upon the evidence submitted with said request, evidencing full-time active duty service at any time in the United States Armed Forces, to-wit, U.S. Army, U.S. Navy, U.S. Marine Corp., and/or U.S. Air Force, and in the U.S. Coast Guard only for active duty service in time of war;

After being sent a notice of the required amount of the contribution to affect purchase, a member of the association must pay the full amount of the required contribution within the aforesaid six (6) month period to effectively conclude a purchase of the additional service time for the purpose of computing pension benefits.

- ee. **“Third Class City Code”** means the Third Class City Code (enacted as P.L. 932), as amended.

145.02 ELIGIBILITY

- a. **Eligibility Requirements:** Any Employee who was a Participant as of the Effective Date of this amendment and restatement of the Plan shall continue to participate in the Plan. Thereafter, any Employee upon his admission to the Association pursuant to Section 145.09 will become a Participant provided that such Employee contributes to this Plan pursuant to Subsection 145.03.
- b. **Determination of Eligibility:** The Board shall determine the eligibility of each Employee for participation in the Plan based upon information furnished by the Association.

- c. Termination of Eligibility: A Participant shall cease to participate in the Plan as of his date of employment termination and contributions pursuant to Subsection 145.03 have ceased.

145.03 **CONTRIBUTIONS**

a. Contributions by Employer:

- (1) The Employer shall contribute to the Plan for investment at least such amounts as are necessary to satisfy the minimum funding standards of Act 205. The Employer contribution shall include funds received by the Employer through Act 205 of the laws of the Commonwealth of Pennsylvania (these funds must be contributed to the Plan by the Employer within thirty-one (31) days after receipt).
- (2) The expenses of administering the Plan may be paid directly by the Employer if it so elects. Otherwise such expenses shall be paid out of the Pension Fund.

b. Contribution by Firemen:

- (1) Each member of the Department who is a member of the Association shall pay to the Fund, monthly, five percent of his Salary, and the said monthly payment is hereby charged against each member of the Department who is a member of the Association. The payment of the monthly sum and contribution by a member of the Association shall cease and terminate at the time the member receives the payment hereinafter provided for. Each member of the Department, by applying for membership in the Association, authorizes the City to deduct the monthly payment from his monthly wage or salary and to pay the amount so deducted to the Fund on behalf of said member.
- (2) Each contributor, from and after August 20, 1968, the effective date of the amendment of the Act of Assembly providing for this provision, shall pay into the Pension Fund a monthly sum in addition to this Pension contribution in the sum of Three (\$3.00) Dollars. This service increment contribution shall not be paid after a contributor has reached the age of sixty-five years. Service increment contributions shall be paid at the same time and in the same manner as pensions and may be withdrawn in full without interest by persons who leave the employment of the City subject to the same conditions by which retirement contributions may be withdrawn or by persons who retire before becoming eligible to any service increment.

- (3) Commencement of Contributions: Contributions commence with the Employer pay period coincident with or next following the Entry Date upon which an Employee completes the forms necessary to authorize the Employer to deduct the contributions required by this Section from the pay of the Participant. The Employer shall deposit these contributions to the Plan as they are contributed.
- (4) Termination of Contributions: Contributions shall terminate at Retirement, disability, death or termination of employment. The contribution described in Section 145.03b(2) above shall be payable until the Participant reaches age 65.
- (5) Return of Contributions: If a Participant terminates employment, he shall be entitled to the return of his Contributions in accordance with the provisions of Section 145.08b.
- (6) Pick-up Contributions: The Employer may by Resolution designate employer contributions as pick-up contributions pursuant to Section 414(h)(2) of the Code.

145.04 BENEFITS

a. Normal Retirement Benefit:

- (1) The Plan shall pay to each member retired or honorably discharged from active duty as provided above, including a member retired voluntarily, involuntarily or automatically, from the Fund, during the remainder of his natural life, in equal monthly installments, an annual pension in a sum equal to one-half of:
 - (i) The annual pay of said member computed at the monthly Salary of the member at the date of retirement; or
 - (ii) The highest average annual Salary which he received during any five years of service preceding retirement; whichever is higher, whether for disability or by reason of age or service, together with service increments and additional pension amount in accordance with and subject to the conditions hereinafter set forth:
- (2) The service increment shall be the sum obtained by computing the number of whole years after having served twenty (20) years, or the minimum required by the Act of Assembly applicable hereto, during which a contributor has been employed by the City and paid out of the City treasury, and multiplying the number of years so computed by an amount equal to 1/40th of the retirement allowance which has

become payable to the contributor in accordance with the Act of Assembly. In computing the service increment, no employment after the contributor has reached the age of sixty-five (65) years shall be included, and no service increment shall be paid in excess of Three Hundred (\$300.00) Dollars per month.

(3) An additional pension amount shall apply to full-time Participants hired prior to January 24, 2001, who shall retire on or after January 1, 2001, with at least twenty (20) years of Service and shall be Two Hundred (\$200) Dollars per month.

- b. Normal Form of Benefit: The Normal Retirement Benefit payable to a Retired Participant pursuant to Subsection 145.04a shall be a monthly pension commencing on his Retirement Date and continuing after his death to the Survivor as set forth in Subsections 145.07b and 145.07c.
- c. Relationship to Social Security: No change in the Social Security Act after the date of a Participant's 's separation from service shall affect the benefits as described under this Plan.

145.05 RETIREMENT ELIGIBILITY

- a. Normal Retirement: Each Participant who retires from the employ of the Employer on the first day of the calendar month coincident with or next following his Normal Retirement Age ("Normal Retirement Date") shall be entitled to receive the benefits provided for in Subsection 145.06a.
- b. Late Retirement: A Participant who remains in the employ of the Employer after his Normal Retirement Date shall continue to be a Participant in the Plan until his actual retirement date ("Late Retirement Date") and shall be entitled to receive the benefit provided for in Subsection 145.06b.
- c. Disability Retirement: As specified in Subsection 145.06d.
- d. Vesting: A Participant who retires after at least twelve (12) years of continuous service may be entitled to the vested retirement benefit set forth in Subsection 145.06c.
- e. Re-Employment After Retirement: If a Participant who is receiving benefits hereunder returns to the employ of the Employer, his benefits hereunder shall cease for so long as he continues to be employed. Upon such Participant's subsequent retirement his benefit shall be recalculated, based upon his years of Service prior and subsequent to such return to employment and his then attained Age subject to the limitations contained in Subsection 145.08b.

145.06 RETIREMENT BENEFITS

- a. Normal Retirement Pension: Upon retirement at his Normal Retirement Date, each Participant shall be entitled to receive the benefit provided in Subsection 145.04a (Normal Retirement Benefit)

At such time Council shall take any necessary action so that the Participant shall receive such benefit from the Plan or directly from an insurer, as Council shall direct.

- b. Late Retirement Pension: A Participant who remains in the employ of the Employer beyond his Normal Retirement Date shall be entitled to receive, commencing on his Late Retirement Date, his benefit calculated pursuant to Subsection 145.04a.

- c. Limited Vested Benefit: Under the provisions of this benefit, before completing the minimum period of continuous service requirements, but after having completed twelve (12) years of continuous service, but less than twenty (20) years of continuous service, a Participant shall attain a vested interest in the Plan subject to the conditions set forth in the Third Class City Code. That vested interest shall only entitle the Participant to receive a reduced monthly pension benefit commencing twenty (20) years after the Participant became a full-time Employee. The reduced monthly pension benefit to a Participant who retires with twelve (12) or more years of continuous service, but less than twenty (20) years of continuous service, shall be calculated as set forth in the Third Class City Code. The reduced monthly pension benefit will be made in monthly installments after the Participant has applied to the Board to collect his or her retirement and shall commence no earlier than twenty (20) years after the Participant became a full-time Employee. The said reduced monthly pension benefit shall be paid to the Participant during the remainder of his or her natural life. The vested interest hereby established shall be fully divested in the event the Participant is expelled from membership as provided in Section 145.09(c) of this Ordinance.

The reduced monthly pension benefit shall be paid to the surviving spouse of a Participant retired on pension under this section, but who dies after the effective date of this Ordinance, in an amount equal to the reduced monthly pension benefit the Participant was receiving at the time of his death, until the surviving spouse dies.

- d. Disability Payments from Fund: The Board shall pay disability benefits for a permanent in-service disability from the Fund to and for the use of a member during his disability in equal monthly installments an annual amount in a sum equal to one-half of:

- (1) the annual pay of such member computed at the monthly pay of the member at the time of his injury; or
- (2) the highest average annual Salary which he received during any five years of service preceding his disability; whichever is higher. No member of the Association shall be paid pension benefits at the time or under the same period that disability benefits are being paid hereunder.

e. Time of Payment of Benefits:

- (1) Unless elected otherwise as provided in Subsection (b) of this Section, payment of benefits must begin no later than sixty (60) days after the close of the Plan Year which the latest of the following events occurs:
 - (i) the attainment of Normal Retirement Age
 - (ii) the termination of a Participant's Service with the Employer.
- (b) Payment of benefits shall begin on the date elected by the Participant (subject to the restrictions of Subsection 145.06f). The election shall be made in writing, signed by the Participant and submitted to the Board, and shall describe the date on which payments are to begin.

f. Limitations on Fund:

- (1) No pension, death benefits or disability benefits shall be paid under this Article at any time or during any period that the principal of the Fund, together with accrued interest thereon, is less than the sum of \$5,000.00. No person shall be entitled to pension or said disability benefits during any period that the payments have been suspended by virtue of this section.
- (2) Payments for pensions, death benefits and disability benefits shall not be a charge on any other fund in the treasury of the City or under its control, except the pension fund herein provided for.

g. Termination of Benefits Due to Failure to Comply with Provisions: The right of a member of the Association to participate in the Pension Fund and to receive disability benefits, and the right of a beneficiary to receive death benefits, shall terminate upon the failure of a member to comply with a provision of this Article or a general regulation relating to the management of the Fund. However, the member, before his rights are

terminated, shall receive notice from the Board or the Association by registered mail addressed to his last known place of residence, stating the facts and circumstances in detail in respect to his failure. The letter shall fix a time for a hearing not less than five days and not more than thirty days following the date of posting of said notice to be conducted before either the Board or the Association at which hearing the member may be present in person or by counsel.

- h. Payments not Affected by Workers' Compensation: Disability benefits and death benefits shall be paid under this Article in addition to and notwithstanding any Workers' Compensation or other benefits which the member or his family shall receive by reason of the disability or death of the member.
- i. Increases in Payments: The Council of the City of Franklin may, at any time at its discretion, upon the recommendation of the persons having custody and management of the Firemen's Pension Fund, increase the allowances of persons receiving allowances of any kind from the Fund by reason of and after termination of the services of any member of the Fund. Such increases shall be in conformity with a uniform scale which may be based on the cost of living, and the total of any such allowances shall not at any time exceed one-half of the current Salary being paid firemen of the highest pay grade.

145.07 **DEATH BENEFITS**

- a. Death Before Retirement: In the event of the death of a member of the Fire Department, either in the line of service or not in the line of service, before the member becomes entitled to the pension as provided in this Article, and the member is not survived by a widow or family entitled to payments as provided herein, the total amount of contributions paid into the Pension Fund by the member shall be paid over to his estate without interest.
- b. Surviving Spouse Benefit: Upon the death of a member who retires on pension or is killed in the service on or after January 1, 1960, or who dies in the Service on or after January 1, 1968, the payments herein provided to the member, or which would have been payable had he been retired at the time of his death, shall be made to his widow during her life.
- c. Children under 18 Years of Age: Upon the death of a member who retires on pension or is killed in the service on or after January 1, 1960, or who dies in the Service after January 1, 1968, and is survived by children under eighteen years of age, and who has no widow surviving him entitled to receive the payments as herein provided, the payments as herein provided for a member or a surviving widow shall be paid to, or

for the benefit of, the surviving children who have not attained the 18 years of age by payment to the guardian of the estate of the children duly appointed by any Court of competent jurisdiction. If there is no guardian of the estate of the child or children, the payments shall then be made to such person or persons for the use of the child or children as may be designated by the Board. The term "child" and the term "children" shall be construed to include an adopted child.

- d. Disputes over Cause of Death: In the event of a controversy or dispute as to whether a member was killed in service or is unfit for active duty by reason of injuries received in the service, the disputed question shall be submitted at the expense of the Fund to a Board of three arbitrators for determination. The arbitrators shall be the City Physician, a reputable physician selected by the members of the Association or by the beneficiary, and a third reputable physician selected by the City Physician and the physician selected by the members of the beneficiary. The findings of a majority of the arbitrators shall be conclusive of the rights of the member or beneficiaries under this Article.

145.08 **TERMINATION OF SERVICE BEFORE RETIREMENT/DIRECT ROLLOVER OF DISTRIBUTIONS**

- a. Forfeitures: Upon the forfeiture of any non-vested portion of a Participant's Accrued Benefit, the amount of such forfeiture shall be credited against the future contributions of the Employer under the Plan as provided under Subsection 145.03a.
- b. Return of Contributions: A Participant who terminates employment for causes other than death or disability prior to entitlement to a pension hereunder, the total amount of the contributions paid into the pension fund by such member including Pick-up Contributions (pursuant to Subsection 145.03b(6)) shall be refunded to him without interest. If any such member of the Association shall have returned to him the amount contributed, and shall afterward again become a member of the fire department, he shall not be entitled to the pension designated until twenty years after his re-employment (and upon reaching age fifty, if age fifty is applicable), unless he shall return to the pension fund the amount withdrawn, in which event the period of twenty years shall be computed from the time the member first became a member of the fire department, excluding therefrom any period of time during which the member was not employed by the fire department.

145.09 **FIREMEN'S PENSION FUND ASSOCIATION**

- a. Membership: The membership of the Association shall consist of each member of the Fire Department who shall, within 30 days following his

employment, elect in writing to accept the provisions of the Plan and file an application for membership in the Association. Each member of the fire department who fails to file an application within 30 days, shall be admitted only by majority vote of the members of the Association. No member of the fire department shall be admitted if he fails to file an application within one year of his or her employment. Each member of the fire department shall at the time of his admission to the Association contribute to the Plan as specified by the Plan.

- b. Rules and Regulations: Within their responsibilities of the Association, the members of the Association shall establish rules and regulations and shall select officers and shall annually certify to the Board the members who are in good standing, the amount of salaries and the wages paid and the members who are dismissed, resigned or terminated and the date thereof.
- c. Expulsion: The member of the Association may be expelled and deprived of his right to participate by the votes of the members as a result of conviction of a crime or misdemeanor, becoming a habitual drunkard, or failing to comply with any of the provisions of the Plan, or general regulations adopted by the Association. Such expulsion shall be pursuant to due notice and full hearing.

145.10 THE PENSION FUND

- a. Operation of the Pension Fund: Council is hereby authorized to hold and supervise the investment of the assets of the Pension Fund, subject to the provisions of the laws of the Commonwealth of Pennsylvania and of this Plan and any amendment thereto.

The Pension Fund shall be used to pay benefits as provided in the Plan and, to the extent not paid directly by the Employer, to pay the expenses of administering the Plan pursuant to authorization by the Employer and the Board is assigned certain duties (see paragraph g).

The Employer intends the Plan to be permanent and for the exclusive benefit of its Employees. It expects to make the contributions to the Pension Fund required under the Plan. The Employer shall not be liable in any manner for any insufficiency in the Pension Fund; benefits are payable only from the Pension Fund, and only to the extent that there are monies available therein.

The Pension Fund will consist of all funds held by Council under the Plan, including contributions made pursuant to the provisions hereof and the investments, reinvestments and proceeds thereof. The Pension Fund shall be held, managed, and administered pursuant to the terms of the Plan. Except as otherwise expressly provided in the Plan, Council has

exclusive authority and discretion to manage the Pension Fund assets. Council may, however, appoint a trustee, custodian and/or investment manager, at its sole discretion. If Council does not appoint a trustee, the Council shall be the trustee.

- b. Powers and Duties of Employer: With respect to the Pension Fund, the Employer shall have the following powers, rights and duties, in addition to those vested in it elsewhere in the Plan or by law, unless such duties are delegated.
- (1) To retain in cash so much of the Pension Fund as it deems advisable and to deposit any cash so retained in any bank or similar financial institution (including any such institution which may be appointed to serve as trustee hereunder), and shall include the right to hold funds on a temporary basis in accounts or investments that do not bear interest.
 - (2) To invest and reinvest the principal and income of the fund and keep said fund invested, without distinction between principal and income, in securities which are at the time legal investments for fiduciaries under the Pennsylvania Fiduciaries Investment Act, or as the same may be subsequently modified or amended.
 - (3) To sell property held in the fund at either public or private sale for cash or on credit at such times as it may deem appropriate; to exchange such property; to grant options for the purchase or exchange thereof.
 - (4) To consent to and participate in any plan of reorganization, consolidation, merger, extension or other similar plan affecting property held in the fund; to consent in any contract, lease, mortgage, purchase, sale or other action by any corporation pursuant to any such plan.
 - (5) To exercise all conversion and subscription rights pertaining to property held in the fund.
 - (6) To exercise all voting rights with respect to property held in the fund and in connection therewith to grant proxies, discretionary or otherwise.
 - (7) To place money at any time in a deposit bank deemed to be appropriate for the purposes of this Plan no matter where situated, including in those cases where a bank has been appointed to serve as trustee hereunder, the savings department of its own commercial bank.

- (8) In addition to the foregoing powers, the Employer shall also have all of the powers, rights, and privileges conferred upon trustees by the Pennsylvania Fiduciaries Investment Act, or as the same may be subsequently modified or amended, and the power to do all acts, take all proceedings and execute all rights and privileges, although not specifically mentioned herein, as the Employer may deem necessary to administer the Pension Fund.
- (9) To invest the assets of the Pension Fund in any collective commingled trust fund maintained by a bank or trust company, including any bank or trust company which may act as a trustee hereunder. In this connection, the commingling of the assets of this Plan with assets of other eligible, participating plans through such a medium is hereby specifically authorized. Any assets of the Plan which may be so added to such collective trusts shall be subject to all of the provisions of the applicable declaration of trust, as amended from time to time, which declaration, if required by its terms or by applicable law, is hereby adopted as part of the Plan, to the extent of the participation in such collective or commingled trust fund by the Plan.
- (10) To make any payment or distribution required or advisable to carry out the provisions of the Plan, provided that if a trustee is appointed by the Employer, such trustee shall make such distribution only at the direction of the Employer.
- (11) To compromise, contest, arbitrate, enforce or abandon claims and demands with respect to the Plan.
- (12) To retain any funds or property subject to any dispute without liability for the payment of interest thereon, and to decline to make payment or delivery thereof until final adjudication is made by a court of competent jurisdiction.
- (13) To pay, and to deduct from and charge against the Pension Fund, any taxes which may be imposed thereon, whether with respect to the income, property or transfer thereof, or upon or with respect to the interest of any person therein, which the Fund is required to pay; to contest, in its discretion, the validity or amount of any tax, assessment, claim or demand which may be levied or made against or in respect to the Pension Fund, the income, property or transfer thereof, or in any matter or thing connected therewith.
- (14) To appoint any persons or firms (including but not limited to, accountants, investment advisors, counsel actuaries, physicians,

appraisers, consultants, professional plan administrators and other specialists), or otherwise act to secure specialized advice or assistance, as it deems necessary or desirable in connection with the management of the Fund, to the extent not prohibited by applicable law, the Employer shall be entitled to rely conclusively upon and shall be fully protected in any action or omission taken by it in good faith reliance upon, the advice or opinion of such persons or firms, provided such persons or firms were prudently chosen by the Employer, taking into account the interests of the Participants and Beneficiaries and with due regard to the ability of the persons or firms to perform their assigned functions.

(15) To retain the services of one or more persons or firms for the management of (including the power to acquire and dispose of) all or any part of the Fund assets, provided that each of such persons or firms is registered as an investment advisor under the Investment Advisors Act of 1940, is a bank (as defined in that act), or is an insurance company qualified to manage, acquire or dispose of pension trust assets under the laws of more than one state; in such event, the Employer shall follow the directions of such Investment Manager or Managers with respect to the acquisition and disposition of fund assets, but shall not be liable for the acts or omissions of such Investment Manager or Managers, nor shall it be under any obligation to review or otherwise manage any Fund assets which are subject to the management of such Investment Manager or Managers. If the Employer appoints a trustee, the trustee shall not be permitted to retain such an Investment Manager except with the express written consent of the Employer.

- c. Common Investments: The Employer shall not be required to make separate investments for individual Participants or to maintain separate investments for each Participant's account, but may invest contributions and any profits or gains therefrom in common investments.
- d. Compensation and Expenses of Appointed Trustee: If a trustee is appointed, the trustee shall be entitled to such reasonable compensation as shall from time to time be agreed upon by the Employer and the trustee, unless such compensation is prohibited by law. Such compensation, and all expenses reasonably incurred by the trustee in carrying out his functions, shall constitute a charge upon the Employer or the Pension Fund, which may be executed at any time after 30 days written notice to the Employer. The Employer shall be under no obligation to pay such costs and expenses, and, in the event of its failure to do so, the trustee shall be entitled to pay the same, or to reimburse themselves for the payment thereof, from the Pension Fund.

- e. Periodic Accounting: If a trustee is appointed, the Pension Fund shall be evaluated annually, or at more frequent intervals, by the trustee and a written accounting rendered as of each fiscal year end of the Fund, and as of the effective date of any removal or resignation of the trustee, and such additional dates as requested by the Employer, showing the condition of the Fund and all receipts, disbursements and other transactions effected by the trustee during the period covered by the accounting, based on fair market values prevailing as of such date.

- f. Value of the Pension Fund: All determinations as to the value of the assets of the Pension Fund, and as to the amount of the liabilities thereof, shall be made by the Employer or its appointed trustee, whose decisions shall be final. In making any such determination, the Employer or trustee shall be entitled to seek and rely upon the opinion of or any information furnished by brokers, appraisers and other experts, and shall also be entitled to rely upon reports as to sales and quotations, both on security exchanges and otherwise as contained in newspapers and in financial publications.

- g. Responsibilities of Board: Subject to the limitations of this Plan and of the law, the Board may perform the following:
 - (1) Establish rules and regulations for the administration of the Fund and transaction of its business.
 - (2) Appoint a secretary and such medical, clerical and other employees as may be necessary.
 - (3) Determine and fix the compensation of all persons employed by the Board.
 - (4) Take and accept by gift, grant or bequest, money and property, real, personal and mixed, for the benefit of the Fund, in trust, to be added to the Fund, subject to such directions as the donors of such money and property may prescribe.
 - (5) Assume such other duties as shall be delegated to it by Council or as set forth under state law.

- h. Meetings and Records of Board: Subject to the limitations of this Board and the law, the Board shall be responsible for the following:
 - (1) The Board shall hold an annual meeting on the third Monday of March of each year. At that meeting, the Board shall prepare or cause to be prepared an annual report stating the condition of the investments of the Fund and evidencing receipts, charges and

disbursements made during the previous year. The report shall be made a part of the record of the Board. A copy of the report shall also be furnished to each member of the Association who requests one.

- (2) The Board shall hold such special meetings as the efficient discharge of their duties may require. The Chairman may, and, upon the request in writing of three members of the Board, shall, call special meetings of the Board with twenty-four hours' notice to each member. The notice shall state whether the meeting is to be convened for special or general business. Such notice may, however, be waived by the unanimous consent of the members.
 - (3) At the annual meeting, or as soon thereafter as is practical, the Board shall designate a depository or depositories for the Fund. This designation of a depository or depositories shall be valid for the period of one year, or until such time as another depository is designated by similar action. Upon the designation of a depository, the Treasurer of the Board shall immediately deposit all monies in the Fund in the name of the Fund.
 - (4) The Board shall keep all permanent records and accounts and perform all duties as shall be necessary for the efficient execution of the Plan.
- i. Plan Administration Expenses: All reasonable expenses incident to the functioning of plan administrator may be paid by the plan, to the extent permitted by law and not otherwise paid by the Employer.
 - j. Provisions to comply with the Municipal Pension Plan Funding Standard and Recovery Act of 1984
 - (1) Actuarial Valuations. The Plan's Actuary shall perform an actuarial valuation at least biennially unless the Employer is applying or has applied for supplemental state assistance pursuant to Section 603 of the Act, whereupon actuarial valuation reports shall be made annually.

Such biennial actuarial valuation report shall be made as of the beginning of each Plan Year occurring in an odd-numbered calendar year, beginning with the year 1985.

Such actuarial valuation shall be prepared and certified by an Approved Actuary, as such term is defined in the Act.

The expenses attributable to the preparation of any actuarial valuation report or experience investigation required by the Act or

any other expenses which is permissible under the terms of the Act and which are directly associated with administering the plan shall be an allowable administrative expense payable from the assets of the Pension Fund. Such allowable expenses shall include, but not be limited, to the following:

- (i) investment costs associated with obtaining authorized investments and investment management fees;
- (ii) accounting expenses;
- (iii) premiums for insurance coverage on fund assets;
- (iv) reasonable and necessary counsel fees incurred for advice or to defend the fund; and
- (v) legitimate travel and education expense for pension plan officials; provided, however, that the municipal officials of the Employer, in their fiduciary role, shall monitor the services provided to the Plan to ensure that the expenses are necessary, reasonable, and benefit the pension plan and, further provided, that the Plan Administrator shall document all such expenses item by item, and where necessary, hour by hour.

- (2) Duties of Chief Administrative Officer. Such actuarial reports shall be prepared and filed under the supervision of the Chief Administrative Officer.

The Chief Administrative Officer of the Plan shall determine the financial requirements of the plan on the basis of the most recent actuarial report and shall determine the Minimum Municipal Obligation of the Employer with respect to funding the plan for any given Plan Year. The Chief Administrative Officer shall submit the financial requirements of the Plan and the Minimum Municipal Obligation of the Employer to the Council annually and shall certify the accuracy of such calculations and their conformance with the Act.

- (3) Benefit Modifications. Prior to the adoption of any benefit plan modification by the Employer, the Chief Administrative Officer of the plan shall provide to the Council a cost estimate of the proposed benefit plan modification. Such estimate shall be prepared by an

approved Actuary, which estimate shall disclose to the Council the impact of the proposed benefit plan modification on the future financial requirements of the Plan and the future Minimum Municipal Obligation of the Employer with respect to the Plan.

145.11 **AMENDMENT, TERMINATION AND RETURN OF EMPLOYER CONTRIBUTIONS**

- a. Amendment and Termination: The Employer shall have the right to amend or terminate this Plan at any time subject to the provisions of state law and subject to the rights of Participants pursuant to collective bargaining; provided, that, subject to the following sentence, no such action shall be effective to permit any part of the corpus or income of the Plan established in connection herewith to be used, for, or diverted to, purposes other than the exclusive benefit of the Participants and their Beneficiaries and Survivors, and defraying the reasonable expenses of administering the Plan.

- b. Return of Employer Contributions: Except as hereinbefore and hereinafter provided, the assets of the Pension Fund, including all contributions under the Plan, shall never inure to the benefit of the Employer and shall be held for the exclusive purposes of providing benefits to the Participants and their Beneficiaries, and defraying the reasonable expenses of administering the Plan.

In the event that any contributions should be made by the Employer hereunder by a mistake of fact, Board shall return contribution to the Employer within one (1) year after the date of payment of the contribution or as otherwise allowable pursuant to state law.

145.12 **APPLICABLE PROVISIONS OF THE INTERNAL REVENUE CODE**

a. Definitions

- (1) The following definitions apply for purposes of this Article only:
 - (i) "Leased Employee" shall mean, effective as of January 1, 1997, any person (other than an employee of the recipient) who pursuant to an agreement between the recipient and any other person ("leasing organization") has performed services for the recipient (or for the recipient and related persons determined in accordance with Code Section 414(n)(6)) on a

substantially full-time basis for a period of at least one year, and such services are performed under primary direction or control by the recipient.

(ii) "Limitation Year" shall mean the Plan Year.

b. Leased Employees and Independent Contractors

(1) Leased Employees and independent contractors are not eligible to participate in this Plan. Any person whom the Council does not regard as being an Employee shall not be eligible to participate.

c. Limit on Compensation

(1) Compensation is subject to the limitation under Code Section 401(a)(17), which is \$230,000 for the Plan Year beginning in 2008. The limit is automatically adjusted periodically, without formal amendment, for changes in the law and cost-of-living adjustments under Code Section 401(a)(17).

d. Maximum Annual Benefit

(1) General Rule – Except as otherwise provided, this Plan shall at all times comply with the provisions of Code Section 415 and the regulations thereunder, the terms of which are specifically incorporated herein by reference. If a benefit payable to a Participant under this Plan would otherwise exceed the limit under Code Section 415, the benefit will be reduced to the maximum permissible benefit.

(2) Effective Date – If there is more than one permissible effective date for any required change in the Code Section 415(b) provisions, then the change shall be effective as of the latest permissible effective date; however, any adjustment in the dollar limit under Code Section 415(b)(1)(A), whether required or permissible, shall take effect automatically as of the earliest permissible effective date. The “applicable mortality table” in Rev. Rul. 2001-62 became effective as of December 31, 2002.

(3) No Reduction in Accrued Benefits – Notwithstanding the above, no change in the limits under this Article shall reduce the benefit of any Participant.

- (4) Multiple Plans – If a Participant also participates in one or more other plans that are required to be aggregated with this Plan for purposes of determining the limits under Code Section 415(b) or (e), and if the aggregated benefits would otherwise exceed the limit under Code Section 415(b) or (e), then benefits shall be reduced first under this Plan. [Historical Note: Code Section 415(e) applied for Limitation Years beginning prior to 2000.]
- (5) Mandatory Contributions – Participant Contributions are annual additions, and any benefit attributable to Participant Contributions is not included in the benefit subject to the limits of Code Section 415(b) or (e). This subsection does not apply to contributions “picked-up” in accordance with Code Section 414(h).
- (6) Permissive Service Credit - Effective as of January 1, 1998, if a Participant makes a purchase of permissive service credit (within the meaning of Code Section 415(n)) under the Plan, the benefit derived from the contributions made to purchase the service credit shall be treated as part of the benefit subject to the limitations under this section.

e. Limit on Annual Additions

- (1) Annual Additions -- Except as otherwise provided, annual additions (which include Participant Contributions) under this Plan shall at all times comply with the provisions of Code Section 415(c) and the regulations thereunder, the terms of which are specifically incorporated herein by reference. If an annual addition would otherwise exceed the limit under Code Section 415(c), the excess annual addition will be allocated in accordance with reg. §1.415-6(b)(6)(ii).
- (2) Multiple Plans – If a Participant also participates in one or more other plans that are required to be aggregated with this Plan for purposes of determining the limits under Code Section 415(c), and if the annual additions would otherwise exceed the limit under Code Section 415(c), annual additions will first be reduced under the other plan. If there is more than one other plan, annual additions will first be reduced under the plan with the greatest amount of annual additions.
- (3) Effective Date – The limits under which Code Section 415(c) are adjusted periodically in accordance with changes in the law or cost of

living adjustments without the need for a plan amendment. If there is more than one permissible effective date for any required change relating to Code Section 415(c), then the change shall be effective as of the earliest permissible effective date.

f. Direct Rollovers

- (a) Effective as of January 1, 1993, if a Participant, a spousal beneficiary, or an alternate payee (who is a spouse or former spouse of a Participant) is entitled (under other provisions of this Plan) to receive an “eligible rollover distribution” of at least two hundred (\$200) dollars, the distributee may elect that the Plan Administrator transfer all or part (provided that the part is at least five hundred (\$500) dollars) to any “eligible retirement plan” capable of accepting such a transfer.
- (b) For purposes of this section, the following definitions shall apply:
 - (i) An “eligible rollover distribution” is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: (a) 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; (b) any distribution to the extent such distribution is required under Code Section 401(a)(9); (c) the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities), and (d) effective as of January 1, 2002, any hardship distribution. Effective as of January 1, 2002 clause (iii) does not apply to any after-tax Participant contributions that are paid to an individual retirement account or annuity described in Code Section 408(a) or (b), or to a qualified defined contribution plan described in Code Section 401(a) or 403(a) or effective January 1, 2007, a 403(b) annuity contract 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 so includible.

- (ii) An “eligible retirement plan” is an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b), an annuity plan described in Code Section 403(a), or a qualified trust described in Code Section 401(a), that accepts the distributee's eligible rollover distribution. However, in the case of an eligible rollover distribution to a surviving spouse, prior to January 1, 2002, an eligible retirement plan was an individual retirement account or individual retirement annuity. Effective as of January 1, 2002, an “eligible retirement plan” includes an annuity contract described in Code Section 403(b) and an eligible plan under Code Section 457(b) 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. Effective January 1, 2008 an eligible retirement plan shall include a Roth IRA as that term is defined in Code Section 408A(b) that agrees to separately account for amounts transferred from this Plan.
- (iii) 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 the alternate payee under a qualified domestic relations order, as defined in Code Section 414(p)(11), are distributees with regard to the interest of the spouse or former spouse.
- (iv) Effective as of January 1, 2002, an Employee may, in accordance with Code Section 457(e)(17), make a trustee-to-trustee transfer from an eligible deferred compensation plan (as defined in Code Section 457(b)) to this Plan for the purpose of purchasing service credit (to the extent that such purchases are permitted under the terms of the Plan) or repaying a cash-out of contributions refunded under the Plan.

g. Minimum Required Distributions

- (1) Notwithstanding any provision in this Plan to the contrary, the distribution of a Participant's benefits shall be made in accordance with the requirements and conditions of and shall otherwise comply with Code Section 401(a)(9). For purposes of complying with Code

Section 401(a)(9), life expectancies shall be determined in accordance with the 1987 proposed regulations prior to January 1, 2003 and with the final regulations (§1.401(a)(9)-1 through §1.401(a)(9)-9) on or after January 1, 2003.

- (2) Effective as of January 1, 1997 distribution of a Participant's benefits shall begin not later than April 1st of the calendar year following the later of:
 - (i) the calendar year in which the Participant attains age seventy and one-half (70½), or
 - (ii) the calendar year in which the Participant retires.

Distributions must be made over a period not exceeding the life of the Participant or the joint lives a Participant and his Beneficiary.

- (3) Distributions to a Participant and his Beneficiaries shall only be made in accordance with the incidental death benefit requirements of Code Section 401(a)(9)(G) and the regulations thereunder.
- (4) This section does not authorize the payment of any benefit in any form not permitted under another provision of the Plan.

h. Approved Domestic Relations Orders

- (1) All rights and benefits, including elections, provided to a Participant in this Plan shall be subject to the rights afforded to any "alternate payee" under what is recognized pursuant to State law support provisions as an "approved domestic relations order."

i. Credit for Qualified Military Service

- (1) Effective as of December 12, 1994, notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance Code Section 414(u).

j. Vesting Upon Plan Termination

- (1) Upon the termination of this Plan, or complete discontinuance of contributions (within the meaning of pre-ERISA Code Section 401(a)(7)) to this Plan, each Employee as of the date of such

termination or discontinuance shall become vested to the extent that the Plan is funded.

k. Consent for Lump-Sum Distributions

- (1) Effective January 1, 2006, notwithstanding any other provision of the Plan, any distribution to a Participant made prior to the earlier of age 62 or Normal Retirement Age of an amount in excess of \$1,000 that is an eligible rollover distribution as set forth in the Plan and the Code shall be made only upon consent of the Participant.

l. Non-spousal Rollover

- (1) Effective January 1, 2007, the Plan will permit an eligible rollover distribution from the Plan to an IRA of a non-spouse beneficiary if such IRA is established in a manner that identifies it as an IRA with respect to the deceased Participant and meets such other requirements of the Code.

m. Pension Protection Act of 2006 and the Heroes Earnings Assistance Relief Tax Act (HEART Act)

- (1) The purpose of these plan amendments is to comply with the Pension Protection Act of 2006 (PPA) and the Heroes Earnings Assistance Relief Tax Act (HEART Act). Notwithstanding anything in this Plan to the contrary, this Plan shall be interpreted so as to comply with the applicable required provisions of the PPA and the HEART Act.
- (2) For the purposes of Code Section 415(b)(1)(A), effective as of January 1, 2008, the “applicable mortality table” and “applicable interest rate” are found in Rev. Rul. 2007-67. The “applicable mortality table” in Rev. Rul. 2001-62 was effective from December 31, 2002, through December 31, 2007.
- (3) Section 415(c) Compensation. For the purposes of this Section, “compensation” includes only those items specified in Treas. Reg. §1.415(c)-2(b)1 or (2) and excludes all items listed in Treas. Reg. §1.415(c)-2(c), the terms of which are specifically incorporated herein by reference. Effective as of January 1, 2009, to the extent required by the Heroes Earnings Assistance Relief Tax Act of 2008 (HEART Act), differential wage payments shall be included in Compensation.

- (4) Effective as of January 1, 2007, an “eligible rollover distribution” shall include any eligible rollover distribution (including distributions containing after tax contributions) that is transferred in a direct trustee-to-trustee transfer to a 403(b) annuity contract or a qualified trust under Code Section 401(a) 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 so includible.
- (5) Effective as of January 1, 2008, a Roth IRA is an “eligible retirement plan.”
- (6) Non-Spousal Rollover. Effective January 1, 2007, if a Beneficiary who is not a surviving spouse is entitled to receive what would otherwise be an “eligible rollover distribution,” the Beneficiary may, in accordance with Code Section 402(c)(11), make a trustee-to-trustee transfer of that amount to an IRA or individual retirement annuity (other than an endowment contract); provided that:
 - (a) the transfer is made not later than the end of the fourth year after the year of the Participant’s death; and
 - (b) the account or annuity to which the amount is transferred is treated as an inherited IRA or individual retirement annuity in accordance with Code Section 408(d)(3)(C).
- (7) HEART Act. Effective for participant deaths occurring while performing qualified military service (as defined in Code Section 414(u)) on or after January 1, 2007, the Plan will provide retirement benefits and service credit to the extent required by the HEART Act.

145.13 **MISCELLANEOUS**

- a. Applicable Law: The Plan shall be governed by, and construed in accordance with the laws of the State in which such documents have been executed except to the extent that such laws have been specifically preempted by the Act or other Federal legislation. The Plan and benefits hereunder shall be conformed and amended to the extent necessary to comply with applicable laws.

- b. Incapacity of Recipient of Benefits: If any person entitled to receive benefits shall be physically or mentally incapable of receiving or acknowledging receipt of any payment of benefits, the Board of Trustees, upon the receipt of satisfactory evidence that such incapacitated person is so incapacitated and that another person or institution is maintaining him and that no guardian or committee has been appointed for him, may provide for the payment of benefits hereunder to such person or institution so maintaining him, and any such payments so made shall be deemed for every purpose to have been made to such incapacitated person.
- c. Employment Rights Not Affected by the Plan: Participation in this Plan shall not give any right to any Employee to be retained in the employ of the Employer nor shall it interfere with the right of the Employer to discharge any Employee and to deal with him without regard to the existence of this Plan and without regard to the effect that such treatment might have upon him as a Participant in this Plan.
- d. Ownership of Plan Assets: Nothing contained herein shall be deemed to give any Participant or his beneficiary any interest in any specific property of the Plan or any right except to receive such distributions as are expressly provided for in this Plan.
- e. Alienation of Benefits and Qualified Domestic Relations Orders:
 - (1) Subject to the exceptions provided below, no benefit which shall be payable out of the Plan to any person (including a Participant or his Survivor) shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge. Any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, or charge the same shall be void. Also no such benefit shall in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements, or torts of any such person, nor shall it be subject to attachment or legal process for or against such person, and the same shall not be recognized by the Board, except to such extent as may be required by law.
 - (2) This provision shall not apply to the extent a Participant or Survivor is indebted to the Plan, for any reason, under any provisions of this Agreement. At the time a distribution is to be made to or for a Participant's or Survivor's benefit, such proportion of the amount distributed equal to such indebtedness shall be paid by the Board, to apply against or discharge such indebtedness. Prior to making a payment, however, the Participant or Beneficiary must be given

written notice by the Board that such indebtedness is to be so paid in whole or part from his Participant's Accrued Benefits. If the Participant or Beneficiary does not agree that the indebtedness is a valid claim against his vested Accrued Benefit, he shall be entitled to a review of the validity of the claim in accordance with procedures as provided by the Board.

- (3) This provision shall not apply to those other domestic relations orders which must be recognized by the Board pursuant to state law.
- f. Indemnification of Fiduciaries: To the extent permitted by the Act and regulations issued thereunder, the Employer shall indemnify and hold harmless the Board of the Plan, as defined in the Act, whether or not Named Fiduciaries, and indemnify the same, against any and all claims or liabilities which may be asserted against any of them by reason of any action or omission in the administration or operation of the Plan, except in the case of any criminal liability, fraud or willful wrongdoing.
- g. Funding Policy: The Employer shall make contributions to the Plan in accordance with Section 145.03a and the Plan funds shall be invested in accordance with the terms of the Plan and the Act.
- h. Meaning of Certain Words: As used herein each gender shall include all other genders and the singular shall include the plural and the plural shall include the singular in all cases where such meaning would be appropriate.
- i. Information to be Furnished by the Employer: The Employer shall furnish to the Board such information in the Employer's possession as the Board requires from time to time to perform its duties under the Plan.
- j. Other City Funds Not Liable: Payment of pensions and allowances as provided under this Plan shall not be a charge on any other fund of the Employer or under its control other than the fund related to the Firemen's Pension Plan established hereunder.
- k. Firemen's Reserve: Members of the Association retired under the provisions of this Article, automatically or by application, shall be listed and classified as a Fireman's Reserve, and each member of the Firemen's Reserve, while residing in the County of Venango, shall be subject to call and re-call from time to time to active duty by the Chief of the Department to complement and supplement the membership of the Department

whenever the necessity arises by reason of emergency or illness, death or absence, of a member or members of the Department.

- I. Service of Process: The Board is the designated agent of the Plan for the service of process in connection with all matters affecting the Plan.