

ARTICLE 147
Police Employees Pension Plan

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147.005 **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.

147.01 **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 147.04 calculated on the basis of the Participant’s Final Monthly Average Salary determined 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 147.04(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”** means any aggregate amounts, all equal in value, which are expected to be received under different forms of payment computed using the following assumptions:

Mortality Table is the Applicable Mortality Table which is the mortality table described in Revenue Ruling 95-6, 1995-1 C. B. 80. Pre and Post Retirement Interest Rate: 7.5% compounded annually
- 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 services 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. **“Beneficiary”** or **“Beneficiaries”** or **Survivor”** means the person or persons as provided in Section 147.07(b) and 147.07(c) to receive the benefits which are payable under the Plan upon or after the death of the Participant.
- i. **“Board”** means the Police Pension Board which shall be composed of the Mayor, (ex officio Chairman), two members of Council appointed by the Mayor, the Manager and three members of the Police Force (to serve for three year terms, one term of which will expire each year) elected in a manner approved by the Mayor, by and from the Police Fund Association. The Board shall have the duties and responsibilities as shall be delegated to it by Council.
- j. **“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.
- k. **“City Council”** or **“Council”** means the governing body of the Employer.
- l. **“Code”** means the Internal Revenue Code of 1986, as amended or replaced from time to time.

- m. **“Compensation”** means the fixed monthly rate of remuneration paid at regular, periodic intervals to an Employee by the Employer with respect to his personal services as an Employee and from which pension contributions have been deducted, which includes base pay and longevity pay but excludes court pay, overtime and any other remunerations.
- 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 Police Department of the Employer.
- p. **“Employer”** means the City of Franklin.
- q. **“Entry Date”** means the date on which an Employee first completes an hour of Service.
- 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. **“Final Monthly Average Salary”** means the greater of (a) the rate of the Participant's monthly Compensation as of the date of Retirement, or (b) the sum of the Compensation received by a Participant during the five highest years as an active Participant prior to his Retirement Date, death, or termination of employment with the Employer divided by 60.
- t. **“Former Participant”** means a person who has been a Participant, but has ceased to be a Participant for any reason. Any Participant with a Vested Interest who is no longer employed by the Employer shall also be considered a Former Participant.
- u. **“Married Participant”** means a Participant who has been a Participant who is lawfully married on the date Retirement Benefits become payable pursuant to 147.07 of the Plan.

- v. **“Normal Retirement Age”** means Twenty (20) years of Service for any Participant. A Participant shall have a 100% nonforfeitable Vested Interest in his Accrued Benefit upon attainment of his Normal Retirement Age.
- w. **“Participant”** means any Employee who is a member of the Association as described in 147.09.
- x. **“Pension Fund”** shall mean the assets of this Plan administered under the terms, rules and regulations of the Board as set forth in Section 147.10g and Act 205, and which shall include all money, property, investments, policies and contracts that are a part of the Plan.
- y. **“Pick-Up Contribution Account”** means an account established pursuant to Section 147.03b 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.
- z. **“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 Police Pension Plan.
- aa. **“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).
- bb. **“Regulations”** means U.S. Treasury Regulations issued pursuant to the Code.
- cc. **“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 Subsection 147.05 of the Plan.
- 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 that which he would have paid had he been a Participant during the period for which he desires credit, and his payment to the Pension Fund of an additional amount as the equivalent of the contributions of the Employer on account of such military service. 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 Police 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 effect 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.
- ff. **“Vested Interest”** means a member of the Association who has attained twelve (12) or more years of Service shall obtain a vested interest in the Plan.

147.02 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 Subsection 147.09 will become a Participant provided that such Employee contributes to this Plan pursuant to Subsection 147.03.
- 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 147.03 have ceased.

147.03 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. Contributions:

- (1) Participants shall contribute monthly an amount equal to:
 - (i) 4% of monthly Compensation, plus
 - (ii) 1% of monthly Compensation for the widow's benefit, plus
 - (iii) Five (\$5.00) not to exceed sixty (\$60) per year for the Service Increment set forth in Section 147.04(a) of this Ordinance which shall be contributed until a Participant reaches 65 years of age.
- (2) No Participant shall have the option of choosing to receive these contributions in cash instead of having them paid by the Employer to the Plan.
- (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 147.03b(3) above shall be payable until the Participant reaches age 65.
- (5) Return of Contributions: If a Participant terminates employment prior to achieving a Vested Interest in the Plan, he shall be entitled to the return of his Contributions in accordance with the provisions of Subsection 147.08b.
- (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.

147.04 BENEFITS

- a. Normal Retirement Benefit:
 - (1) The amount of monthly retirement benefit to be provided for each Participant who retires on his Normal Retirement Date (which benefit is herein called his Normal Retirement Benefit) shall be equal to:
 - (i) 50% of the Final Monthly Average Salary at retirement, plus
 - (ii) 1/40th of the above pension amount multiplied by each full year of service after 20 years of Service but earned prior to age sixty-five (not to exceed \$500 dollars per month) for any full-time member of the Department who retires on or after June 24, 2003 ("Service Increment").
- b. Normal Form of Benefit: The Normal Retirement Benefit payable to a Retired Participant pursuant to Subsection 147.04a shall be a monthly pension commencing on his Retirement Date and continuing after his death to the Survivor as set forth in Subsection 147.07c.
- 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.
- d. Cost of Living Adjustment: For any full-time member of the Department who retires on or after January 1, 2007, normal retirement benefits shall be subject to a cost-of-living adjustment based on increases in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W). Increases shall take effect each January following the first full year of retirement. Cost-of-living adjustments will be based on the CPI-W Index for the prior year, October to October, if available, or the nearest available month if not available; subject, however, to an annual cap of Two (2%) Percent and a lifetime cap of Twenty (20%) Percent. The pension calculation shall also be subject to any other limitations of the Third Class City Code, including the limitation that pension benefits shall not exceed one-half of the current salary being paid patrolmen of the highest pay grade.

147.05 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 147.06a.

- 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 147.06b.
- c. Disability Retirement: As specified in Subsection 147.06d.
- d. Vesting: A Participant who terminates employment after at least 12 years of service may be entitled to the vested retirement benefit set forth in 147.06c.
- 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 147.08b.

147.06 **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 147.04a (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 147.04(a) considering his Final Monthly Average Salary as of his Late Retirement Date and crediting of Service rendered through his Late Retirement Date.
- c. Limited Vested Benefit: Under the provisions of the benefit, should a Participant, before completing the minimum period of continuous Service requirements but after having completed twelve (but less than twenty) years of continuous Service, the Participant shall attain a vested interest in the Plan. That vested interest shall only entitle the member to receive a reduced monthly pension benefit commencing twenty (20) years after his employment by the City as a member of the police force. The reduced pension benefit to a member of the Association who retires with twelve (12) or more years of continuous Service, but less than twenty (20) years of continuous Service, shall be calculated as stated in Act

317, and the said percentage so computed applied to the rate of Final Monthly Average Salary. The said payments from the Police Pension Fund by the Board will be made in monthly installments after the member has applied to the Board for retirement and after twenty (20) years after employment as a member of the police force. The said reduced pension benefits shall be made to the member during the remainder of his or her natural life. The vested interest hereby established shall be fully divested in the event the member is expelled from membership as provided in Section 147.09 of this Ordinance.

The said reduced pension benefits shall be paid to the surviving spouse of a member who retires on pension but who dies after the effective date of this Ordinance, or, if no spouse survives, or if he or she survives and subsequently dies, then to each of the children under the age of eighteen (18) of a member who retires on pension under this section, a pension equal to the pension the member was receiving at the time of his death until the widow dies or until the said child reaches the age of eighteen (18) years of age.

d. Disability Retirement Pension:

- (1) If a Participant suffers a total disability due to an injury sustained in the line of duty, that Participant shall be deemed to be fully vested in the Plan, and the Board shall pay to that Participant an annual pension in an amount equal to the Normal Retirement Benefit as of the date of injury, regardless of time served.
- (2) A claim for a disability retirement pension shall be decided by the City Council of the City of Franklin. Proof of total disability shall be by competent medical evidence provided by the Participant. The City Council of the City of Franklin may at any time have the Participant examined by its own physician.
- (3) The following words, when used in this section, shall have the meanings respectively ascribed to them, except where the context clearly indicates a different meaning:
 - (i) "Injury" shall mean occurrence of total disability.
 - (ii) "Injury" sustained in the line of shall mean an injury sustained by a Participant while he or she is actually engaged in the furtherance of his or her duties as an Employee and not include an injury caused by an act of the Participant or a third person intended to injure the Participant because of reasons personal to the Participant.

- (iii) "Normal Retirement Benefit as of the date of injury" shall mean the Normal Retirement Benefit calculated pursuant to Section 147.04 of this Ordinance, computed on the Compensation the Participant was receiving when the Participant suffered an injury.
 - (iv) "Total disability" shall mean a permanent mental or physical impairment which renders the Participant unable to perform his or her duties.
- 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.
 - (2) Payment of benefits shall begin on the date elected by the Participant (subject to the restrictions of Subsection 147.06(f)). 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.

147.07 DEATH BENEFITS

- a. Death Benefits: Upon a Participant's death prior to his Retirement Date, his Beneficiary will be entitled to receive a death benefit equal to a refund of the Participant's contributions (without interest) including any Pick-up Contributions pursuant to Subsection 147.03b(6).
- b. Beneficiary Designation: The Beneficiary of a Participant shall be his spouse, if surviving, provided they were cohabiting at the time of death or spouse was receiving support from the Participant at the time of death; otherwise his children under age 18, or if none, his estate. In no event shall any portion of the death benefit be paid to the Employer.
- c. Survivor Benefit: The survivor benefit paid pursuant to Subsection 147.04a or 147.04b shall be paid to the surviving spouse until the earlier of the date of death of the surviving spouse. Upon the death of the surviving spouse of a Participant, the survivor benefit shall be paid monthly in equal shares to the surviving children of the deceased Participant until the death or attainment of age eighteen (18) of each

child. The shares payable to the surviving children shall be adjusted as each child ceases to be eligible to receive a share of the benefit hereunder due to death or attainment of age eighteen (18). The payee above, whether the spouse or the children shall be defined herein as the Survivor.

- d. Distribution of Minor Beneficiary: In the event a distribution is to be made to a minor, then the Board shall direct that such distribution be paid to the legal guardian, or if none, to a parent of such minor or a responsible adult with whom the minor maintains his residence, or to the custodian for such minor under the Uniform Gift to Minors Act or Gift to Minors Act, if such is permitted by the laws of the state in which said minor resides. Such a payment to the legal guardian or parent of a minor shall fully discharge the Board, Employer and Plan from liability on account thereof.

147.08 **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 147.03a.
- 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 147.03b(6)) shall be refunded to him without interest. If any such member shall have returned to him the amount contributed, and shall afterward again become a member of the police department, he shall not be entitled to the pension designated until twenty years after his re-employment, 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 police department, excluding therefrom any period of time during which the member was not employed by the police department.

147.09 **POLICE PENSION FUND ASSOCIATION**

- a. Membership: The membership of the Association shall consist of each member of the Police 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. No person hereinafter employed shall be admitted into membership in the Association if he is under 21 years of age or over the age of 45. Each member of the force 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 force

shall be admitted if he fails to file an application within one year of his or her employment. Each member of the force 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.

147.10 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.

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 the Employer 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, the Employer has exclusive authority and discretion to manage and control the Pension Fund assets. The Employer may, however, appoint a trustee, custodian and/or investment manager, at its sole discretion. If the Employer does not appoint a Trustee, the Employer shall be 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 maintain and invest the assets of this Plan on a collective and commingled basis with the assets of other pension plans maintained by the Employer, provided that the assets of each respective plan shall be accounted for and administered separately.
- (10) 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.
- (11) 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.
- (12) To compromise, contest, arbitrate, enforce or abandon claims and demands with respect to the Plan.
- (13) 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.
- (14) 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.
- (15) 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.

(16) 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 and their estates. 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.

- h. Meetings and Records of Board: With the approval of the Council and 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 second Wednesday 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 proceeding, and a copy of the report shall be filed with the Council. 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.

147.11 **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;

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, Council 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.

147.12 **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 is effective from December 31, 2002, through December 31, 2007. Effective as of January 1, 2008, the “applicable mortality table” and “applicable interest rate” are found in Rev. Rul. 2007-67. (Ord. No. 3 of 2013, Sect. 1, Passed 04-01-2013)
- (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 eliminated in accordance with methods permitted under Rev. Proc. 2008-50 (Rev. Proc. 2006-27 prior to 2009) or its successor. (Ord. No. 3 of 2013, Sect. 2, Passed 04-01-2013)

(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.

(4) 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 Tax Relief Tax Act of 2008 (HEART Act), differential wage payments shall be included in Compensation. (Ord. No. 3 of 2013, Sect. 3, Passed 04-01-2013)

f. Direct Rollovers

(1) 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.

- (2) 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) Non-Spouse Beneficiaries – Effective as of 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:
 - (i) The transfer is made not later than the end of the fourth year after year of the Participant's death; and

- (ii) 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).

(Ord. 3 of 2013, Sect. 4, Passed 04-01-2013)

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) Heros Earnings Assistance Relief Tax Act (HEART Act.) Effective for deaths occurring on or after January 1, 2007, if a Participant dies while performing qualified military service (as defined in IRC §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 had the Participant resumed and then terminated employment on account of death. (Ord. 3 of 2013, Sect. 5, Passed 04-01-2013)

147.13 **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:

- (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 any distribution made pursuant to an Approved Domestic Relations Order as that term is defined in Section 147.12h(1).

f. Indemnification of Fiduciaries: To the extent permitted by the Act and regulations issued thereunder, the Employer shall indemnify and hold harmless Council and 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 Subsection 147.03a and the Board shall invest the Plan 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 Police Pension Plan established hereunder.
- k. Police Reserve: Each member of the Association retired hereunder, either automatically or by application, shall be subject to service, from time to time, as a Police Reserve until unfitted for such service, when he may be finally discharged by reason of age or disability.
- l. 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.