

AN ORDINANCE PROVIDING FOR THE ESTABLISHMENT AND REGULATION OF A PENSION PLAN FOR THE FULL-TIME POLICE EMPLOYEES OF THE TOWNSHIP OF WESTFALL PURSUANT TO THE PROVISIONS OF ACT 600, APPROVED May 29th, 1956, AS AMENDED.

BE IT ORDAINED AND ENACTED by the Board of Supervisors of the Township of Westfall, Pike County, Pennsylvania, and IT IS HEREBY ORDAINED AND ENACTED as follows:

ARTICLE I

ESTABLISHMENT OF PLAN

A pension Plan is hereby established for the full-time Police Employees pursuant to and in compliance with the Act of May 29th, 1956, P. L. 1804, as amended. Such Plan shall be under the direction of the Supervisors of Westfall Township and shall be applied under such regulations as the Supervisors may prescribe. The effective date of this plan shall be December 6, 1994.

ARTICLE II

DEFINITIONS OF TERMS

- 2.1 Board means the governing body of the Township of Westfall acting in the capacity of administrator of the Police Employees Pension Plan established pursuant to this Ordinance.
- 2.2 Employer means the Township of Westfall.
- 2.3 Participant means every person duly appointed from time to time by the Employer as a full-time Police Employee working not less than forty (40) hours per week with a definite compensation, subject to reasonable vacation and sick leave, to be included in the Plan upon date of hire.
- 2.4 Service means total aggregate service with the employer, not necessarily continuous, beginning upon the date of hire as a full-time Police Officer.

- 2.5 Compensation means the monies received by a Participant in each and every month, including base pay, longevity pay, night differential, overtime, and other such increments. Payments made for unused vacation time will be included for computation of retirement benefits. Payments made for unused "sick time" will not be included for computation of retirement benefits.
- 2.6 Plan means the Police Employees Pension Plan established pursuant to this Ordinance.
- 2.7 Contribution means the monies paid by the Employer to the Plan and/or the payroll deductions made monthly from the compensation of the Participants and paid to the Plan; except that "contributions" in Article 4.6 shall mean the Participant's total contributions accumulated during the period of employment and participation in this Plan.
- 2.8 Unfunded Liability means the present value of any Participant's benefits accrued prior to the enactment of this Ordinance by virtue of that Participant's prior service.
- 2.9 Future Service Liability means the value of any Participant's benefits which shall accrue by virtue of that Participant's service rendered subsequent to the enactment of this Ordinance.
- 2.10 Termination means the cessation of service by the Participant for any reason including disability, resignation, employer termination, or the death of the Participant while not engaged in the course of the Participant's duties or employment for any reason other than self-infliction and after meeting the requirements of Article IV of this Ordinance. Voluntary leaves of absence without pay shall not be considered a termination for purposes of this Ordinance; but no period of such leave shall be computed in the total service for pension benefit purposes. Leaves of absence with pay shall not be considered a termination within the meaning of this Ordinance (provided that the municipality is able to certify to the Department of the Auditor General that such Participant on a leave of absence with pay is within the definition of a Participant as set forth herein); but such leaves may be computed in the total service for pension benefit purposes.
- 2.11 Committee means the persons which may be appointed to serve in an advisory capacity to the Board in the administration of the Plan.

ARTICLE III

ADMINISTRATION

- 3.1 The Board shall administer the Plan by such regulations as shall from time to time be necessary for the effective maintenance of the Plan; provided that no regulation shall be contrary to the statutes of the Commonwealth of Pennsylvania and/or applicable federal regulations.
- 3.2 The Board may appoint a Committee which shall act as an advisory body to the Board in the administration of the Plan according to the regulations established pursuant to this Article.
- 3.3 The Committee shall consist of three members, which number shall include one chosen from the Board and one chosen by a majority of the Participants in the Plan. The final member of the Committee shall be neither a member of the Board nor a Participant in the Plan, but shall be a "citizen-at-large," and shall be appointed by the Board.
- All persons so designated shall serve at the pleasure of the Board for a three year term, with one member being selected each year. Any member may resign upon written notice to the Board and the Committee. Any vacancies in the Committee arising from resignation, death, or removal shall be filled by the Board by the procedure set out herein for the member of the Committee whose resignation, death, or removal has created the vacancy.
- The Committee shall meet no less than annually, and shall serve without compensation for their services.
- 3.4 The Committee shall act by such procedure as the Committee shall establish; provided that all decisions shall be by majority vote. The Committee may authorize one of its members to execute any document or documents on behalf of the Committee, may adopt by-laws and regulations as it deems necessary for the conduct of its affairs, and may appoint such accountants, counsel, specialists or such other personnel as it may deem desirable for the proper administration of the Plan; provided that all such executions of documents, adoptions of by-laws and regulations, and appointments shall be submitted to the Board for approval.

The Committee shall keep a record of all its proceedings and acts which shall relate to the Plan, and shall keep all such books of accounts, records and other data as shall be necessary for the proper administration of the Plan. All actions of the Committee shall be communicated to the Board in a timely fashion.

- 3.5 All such reasonable expenses incurred in the administration of the Plan including but not limited to fees for the services of specialists including actuaries, accountants, consultants, and legal counsel shall be approved by the Board and all may be paid from the Plan; provided that no such payment shall be contrary to the statutes of the Commonwealth of Pennsylvania.
- 3.6 No member of the Board or the Committee established pursuant to this Article shall incur any liability for any action or failure to act, excepting only liability for its own gross negligence or willful misconduct. The Employer shall indemnify each member of the Board and the Committee against any and all claims, loss, damages, expense, and liability arising from any action or failure to act, except for such that is the result of gross negligence or willful misconduct of such member.

ARTICLE IV

RETIREMENT REQUIREMENTS AND BENEFITS

- 4.1 Eligibility for Normal Retirement
- a. A Participant in the Plan may retire from active employment on the first day of the month following the attainment of age fifty-five (55); provided that the Participant has completed twenty-five (25) or more years of service with the Employer.
- b. If there is any Participant in the Plan who was a member of the Police force of the Employer prior to December 21st, 1965, that Participant may retire following the attainment of age sixty (60); provided that the Participant has completed twenty (20) or more years of service with the Employer.
- c. A Participant shall retire on the first day of the month following the attainment of age seventy (70).

4.2 Normal Retirement Benefit

A Participant who shall complete the age and service requirements as set forth in this Article shall receive a pension for life in an amount equal to one-half (1/2) of the Participant's average monthly compensation, based on the Participant's last thirty-six (36) months of compensation, or that percentage and based on that number of months as shall be prescribed by statute of the Commonwealth of Pennsylvania subsequent to the adoption of this Ordinance.

Such pension shall be payable from the assets of the Plan; provided that the amount of the pension shall be reduced by seventy-five percent (75%) of the amount of primary Social Security benefits to which the Participant may be entitled because of the Participant's age.

4.3 Survivor's Benefits

In the event of the death of the Participant, who is otherwise eligible to receive benefits hereunder, the death of said Participant occurring while not in the performance of his duties and not as the result of self-infliction of death, the unmarried spouse or children under the age of 18 years, as is designated by the Participant in writing duly filed with the Board, may receive benefits of one-half of those benefits which the Participant would have been entitled to receive as if the Participant had chosen to retire at the time of his death pursuant to Section 4.1(a) or (b) hereof, whichever amount be the lesser.

4.4 Disability Benefits

In the event of a Participant's permanent service-connected disability, such Participant may become eligible for a monthly disability pension. The Board shall designate a physician to represent and certify to the Board such disability as permanent and service-connected. Such disability pension shall commence when the Participant has been declared permanently disabled.

Disability shall mean any physical or mental condition which prevents a member from performing the duties of a full-time police officer as a result of service-connected injuries.

Monthly permanent disability pension payments for service-connected disabilities shall be in an amount equal to fifty percent (50%) of the Participant's average monthly compensation, based upon the Participant's last thirty-six (36) months of compensation.

The amount of all such disability pension payments shall be reduced by any payments which may be forthcoming from the Federal Social Security and/or Worker's Compensation programs, or from any disability income policies on the life of the Participant which premiums are paid by the Employer and/or the Plan. In no event shall the monthly disability pension payments paid from the Plan itself exceed fifty percent (50%) of the Participant's average monthly compensation, based upon the Participant's last thirty-six (36) months of compensation.

4.5 Vested Benefit

Should a Participant, before completing superannuation retirement age and service requirements but after having completed twelve (12) years of total service, for any reason cease to be employed as a full-time police officer by the municipality in whose pension fund he/she has been a member, that Participant shall be entitled to vest his/her retirement benefits by filing with the governing body within ninety (90) days of the date he/she ceases to be a full-time police officer a written notice of the intention to vest.

Upon reaching the date which would have been his/her superannuation retirement date if he/she had continued to be employed as a full-time police officer the Participant shall be paid a partial superannuation retirement allowance determined by applying the percentage his/her years of service bears to the years of service which he/she would have rendered had he/she continued to work until superannuation retirement date to the gross pension, using however the monthly average compensation during the appropriate period prior to the Participant's termination of employment. Such vested deferred monthly benefit may be funded through the purchase of a single premium, deferred annuity, which shall provide for the monthly benefit to be paid to a Participant upon attainment of that Participant's Normal Retirement Age as set forth in this Article.

4.6

Termination

If for any reason a Participant shall terminate service with the Employer prior to becoming vested, that Participant shall be entitled to a refund of that Participant's contributions plus interest at a rate of five percent (.5%) per annum. Such interest shall be uniform for all Participants.

If a Participant shall subsequently return to service and return to the Plan the contributions plus interest which were refunded to that Participant upon termination, the Participant shall be entitled to credit for the prior years of service to the extent of the return of contributions.

Nothing in this Article shall be construed to allow credit for service not actually given to the Employer, except as specifically provided in Article VI.

4.7

Non-Alienation of Benefits and Vesting

No benefit under the Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge. Nor shall any such benefits be in any manner liable for or subject to garnishment, attachment, execution, levy, or other legal process.

Further, all benefits granted herein shall vest in the Participant upon completion of the requirements for eligibility, and that Participant's benefits shall continue in the amount and in the form in which that Participant first became entitled to them.

ARTICLE V

CONTRIBUTIONS

5.1

Contributions of the Employer

- a. It shall be the liability of the Employer to fund the past service liability as determined by the actuary; provided that such liability may be funded over a period not to exceed thirty (30) years, such period commencing with the passage of this Ordinance.
- b. It shall be the liability of the Employer to fund for the future service cost of the Plan.
- c. It shall be the responsibility of the Employer to maintain the actuarial soundness of the Plan.

- d. Contributions to the Plan paid by the Employer shall be at an amount determined by an annual actuarial study, which study shall be completed on a calendar year basis.

5.2 Contributions of the Participants

- a. Where positions covered by the Plan are included in an agreement under the Federal Social Security Act, monthly contributions paid to the Plan by the Participants shall be at a rate calculated by multiplying the Social Security offset percentage listed in Section 4.2 by three percent (3%) and then subtracting the resultant percentage from five percent (5%). Such contributions shall be on that portion of monthly compensation for which Social Security taxes are payable.
- b. Contributions to the Plan paid by the Participants on that portion of monthly compensation that exceeds the amount for which Social Security taxes are paid shall be at the rate of five percent (5%).

- b. Contributions to the Plan paid by the Participants may be reduced or eliminated if a current actuarial study indicates that such reduction or elimination for that year will not adversely effect the actuarial soundness of the plan. Should the current actuarial study so indicate, the reduction or elimination of contributions by the participants shall be effected by resolution, and shall be effective for one calendar year only.

No such reduction or elimination of contributions by the participants shall result in increasing the liability of the employer to the plan.

5.3 Allocation of Commonwealth Funds

The payments made by the State Treasurer to the Employer from the monies received from the taxes paid on the premiums of foreign casualty insurance companies for purposes of retirement or disability benefit pensions for municipal employees shall be used as follows:

- a. to reduce the unfunded liability, or after such liability is funded,
- b. to apply against the annual obligation of the Employer for future service cost, or to the extent that the payments may be in excess of such obligation,
- c. to reduce or eliminate the contributions paid by the Participants.

5.4 Allocation of Assets of Existing Pension Plans

Any assets of any existing pension plans for the police employees of the Township are hereby transferred to the Plan established pursuant to this Ordinance, and shall be applied against the unfunded liability.

5.5 Gifts, Bequests, and Grants

All other monies and property received by the Plan, including gifts, bequests, devises, and grants shall be applied against the Employer portion of the future service costs unless otherwise specifically provided.

ARTICLE VI MILITARY SERVICE

6.1 Credit for Military Service

Any Participant in the Plan with at least six (6) months of service with the Employer who thereafter shall enter the military service of the United States of America shall have credited to that Participant's service record for pension benefit purposes all of the time spent by the Participant in such military service; provided that the Participant returns to service with the Employer within six (6) months after said Participant's separation from such military service. Service in the National Guard or Military Reserves shall not constitute time to be so credited.

ARTICLE VII TERMINATION OF THE PLAN

Upon termination of the Plan, the assets shall be distributed as follows:

- a. Sufficient funds shall be maintained to provide the pension benefits prescribed in Article IV for all Participants who have retired prior to the termination of the Plan, or who are eligible to retire at the time of the termination of the Plan.
- b. Sufficient funds shall be maintained to provide the vested pension benefits prescribed in Article IV for all Participants who are eligible for such benefits.

- c. Of the remaining funds, those which can be identified as contributions of the Employer, or contributions other than from Participants or from the Commonwealth allocations, shall be distributed as the Board sees fit; provided that such distribution is made on a uniform basis.
- d. All funds in excess of the funds described in paragraphs a., b., and c. above shall be returned to the Commonwealth as unused funds pursuant to the Act of May 12th, 1943, P.L. 259, as amended, 72 P.S. 2263.1 et seq.

ARTICLE VIII

PARTICIPANTS' RIGHTS AND MUNICIPALITY'S RIGHT TO TERMINATE

Neither the establishment of the Plan hereby created, nor any modification thereof, nor the creation of any fund or account, nor the payment of any benefits, shall be construed as giving to any Participant or other person any legal or equitable right against the Employer, or any officer or employee thereof, or the Board except as herein provided.

Under no circumstances shall the Plan hereby created constitute a contract for continuing employment for any Participant or in any manner obligate the Employer to continue or to discontinue the services of an employee.

This Plan has been established and shall be maintained by the Employer in accordance with the laws of the Commonwealth of Pennsylvania. The Plan shall continue for such period as may be required by such laws; provided that the Employer may, by its own action, discontinue this Plan should such laws provide, and the Employer reserves the right to take such action in its sole and absolute discretion. Upon termination, the Employer shall have no liability hereunder other than that imposed by law.

ARTICLE IX

INVESTMENTS

All investments by the Board of the assets of this Plan shall comply with such regulations as the State and the Board shall establish for the purpose of investing such funds.

The Board may also purchase retirement annuities, or retirement income endowment policies, or a combination of both, which provide a cash value with which to fund pensions; provided that the Board shall determine the value of any policies purchased, the company with which the contracts shall be made, and the time to purchase such policies. The Board shall also have the obligation to insure that the policies purchased provide benefits on a uniform scale, and that such policies are endorsed to the ownership of the Plan.

ARTICLE X

AMENDMENTS

The Board reserves the right to amend at any time in whole or in part, any or all of the provisions of the Plan; provided that no such amendment shall authorize or permit any part of the Plan to be used or diverted to purposes other than for the exclusive benefit of the Participants, their beneficiaries, or their estates. Nor shall any amendment divest a Participant of benefits vested by the provisions of Article IV. All such amendments shall comply with the applicable statutes of the Commonwealth of Pennsylvania.

ARTICLE XI

CONSTRUCTION OF PLAN

This Plan shall be constructed according to the laws of the Commonwealth of Pennsylvania, and all provisions hereof shall be administered according to the laws of such Commonwealth.

Wherever any words are used herein in the masculine gender, they shall be construed as though they were also used in the feminine gender in all cases where they would so apply; and wherever any words are used herein in the singular form, they shall be construed as though they were also used in the plural form in all cases where they would so apply.

Headings of Articles and paragraphs of this instrument are inserted for convenience of reference. They constitute no part of this Plan, and are not to be considered in the construction thereof.

ARTICLE XII

SEVERABILITY

The provisions of this Ordinance shall be severable, and if any Article, paragraph, clause, sentence, or words of this Ordinance hereby adopted be declared for any reason invalid, unlawful, or unconstitutional, it is the intent of the Township that it had passed all other Articles, paragraphs, clauses, sentences, or words of this Ordinance independent of the elimination herefrom of any such portion as may be declared invalid, unlawful, or unconstitutional.

ARTICLE XIII

REPEALOR

This Ordinance repeals all other Ordinances and/or Resolutions prior to the date of its enactment which documents established, maintained, governed, or regulated a pension plan for the Police employees of the Township of Westfall, Pike County, Pennsylvania.

ENACTED AND ORDAINED into an Ordinance at a regular meeting of the Board of Supervisors of the Township of Westfall this 6th day of December, 1994.

ATTEST:

Colleen D. Hakun
Colleen D. Hakun
Secretary/Treasurer

BOARD OF SUPERVISORS:

Richard A. Maggs, Jr.
Richard A. Maggs
Chairman

Kenneth L. Theile
Kenneth L. Theile
Vice-Chairman

Marie C. Zarda
Supervisor

John F. Huro
Supervisor

James H. Polone
Supervisor

(MUNICIPAL
SEAL)

The News Eagle

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Legal Notice

NOTICE

The Supervisors of Westfall Township, at their December 6th, 1994 regular business meeting, will consider the following Ordinance for enactment.

The full title of the Ordinance is "An Ordinance Providing for the Establishment and Regulation of a Pension Plan for the Full-time Police Employees of Westfall Township" pursuant to the provisions of Act 600, as amended.

The summary of the Plan provisions of the proposed Ordinance is:

ARTICLE 1. established a Police Employee Pension Plan for Westfall Township. The Plan shall be under the direction of the Supervisors of Westfall Township.

ARTICLE 2. sets forth definitions, including but not limited to committee, employer, participant, monthly compensation contribution, actuarial equivalent, termination and salary.

ARTICLE 3 provides that a committee may be appointed to assist the Board in the administration of the Plan.

ARTICLE 4 provides that current employees will become Plan Participants immediately and may retire after 25 years of service "and" the attainment of the age of 55, which ever occurs later. They will receive a pension for life in accordance with the terms of this Ordinance. This article,e also provides for disability and vested benefits.

ARTICLE 5 provides for the Township to fund the Plan on an annual basis.

ARTICLE 6 provides for credit for military service.

ARTICLE 7 provides for termination of the Fund and distribution of assets upon termination.

ARTICLE 8 provides for Participants rights and the municipality's right to terminate.

ARTICLE 9 provides for all investments to comply with such regulations as the Board shall establish.

ARTICLE 10 refers to amending the Plan.

ARTICLE 11 refers to the construction of the Plan.

ARTICLE 12 provides that the Ordinance is severable.

ARTICLE 13 repeals prior Ordinances, Resolutions and/or any documents thereof which are in conflict with this proposed Ordinance.

The full text of the proposed Ordinance may be examined, upon request, at the Westfall Township Municipal Building.

Colleen Hakun, Secretary
John Stieh, Solicitor. 130

COMMONWEALTH of PENNSYLVANIA
COUNTY of WAYNE

JAMES D. DYSON

being duly sworn, according to law, deposes and says that

HE is PUBLISHER

of **THE NEWS EAGLE**, a newspaper of general circulation, established in 1956, and published three times weekly in the Borough of Hawley, Wayne County, Pennsylvania; and that the advertising notice hereto annexed was published in said newspaper on the following dates:

11-29-94

And the affiant further declares that he is not interested in the subject matter of the notice, and that all of the allegations as to the time, place and character of publications are true and correct.

Sworn to and subscribed before me this 29 day of

1994

NOTARIAL SEAL
RICHARD M. MURPHY, Notary Public
Hawley Boro, Wayne County, Co.
My Commission Expires Cgt. 30, 1995

Ordinance No. 104

Westfall Township Pike County, Pennsylvania

The Township desires to clarify the wording of the Survivor's benefit under the provisions of the Police Pension Plan, such benefits to be in compliance with Act 600, and therefore, the following ordinance shall be enacted.

Be it so ordained and enacted by Westfall Township that Ordinance No. 84, which is the governing document of the Police Pension Plan, shall be amended by Ordinance No. 104 by deleting Section 4.3 in its entirety and replacing it with a new Section 4.3 as follows:

SECTION 4.3 SURVIVORS BENEFITS

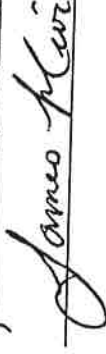
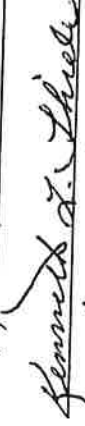
The Survivor's benefit shall become payable to the unmarried spouse, or to children under age eighteen, following the death of an officer who has either (a), retired (b), become eligible to retire immediately, or (c), was killed while in the performance of duties.

The amount of such Survivor's benefit shall be equal to one half (1/2) of the pension the officer was receiving, or entitled to receive under the assumption that he was retired, at the time of his death.

Such benefits are, and are intended to continue to be, in accordance with Act 600.

ENACTED AND ORDAINED by the Township Supervisors as an ordinance of Westfall Township on this 7th day of August, 2001.

Township of Westfall



Attest:



Secretary

ORDINANCE NO. 112

**Westfall Township
Pike County, Pennsylvania**

Pursuant to Act 2002-30 the Township amends the wording of the Survivor's benefit under the provisions of the Police Pension Plan to remove the remarriage exclusion, extend coverage to children under age 23 if attending college, and to provide 100% benefits for those killed in action; such benefits to be in compliance with Act 600, and therefore, the following ordinance shall be enacted.

Be it so ordained and enacted by Westfall Township that, Ordinance No. 84, which is the governing document of the Police Pension Plan, shall be amended by Ordinance No. //Z by deleting Section 4.3 in its entirety and replacing it with a new Section 4.3 as follows:

SECTION 4.3 SURVIVOR'S BENEFITS.

The Survivor's benefit shall become payable to the spouse, regardless of remarriage, or to children under age eighteen, or twenty-three if attending college, following the death of an officer who has either (a), retired, (b), become eligible to retire immediately, or (c), was killed while in the performance of duties.




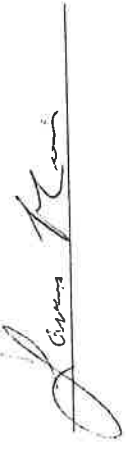
The amount of such Survivor's benefit for officers under (a) or (b) above, shall be equal to one-half (1/2) of the pension the officer was receiving, or entitled to receive under the assumption that he was retired, at the time of his death.


The amount of such Survivor's benefit for officers under (c) above, shall be equal to the pension the officer was receiving, or entitled to receive under the assumption that he was retired, at the time of his death.

Such benefits are, and are intended to continue to be, in accordance with Act 600.

ENACTED AND ORDAINED by the Township Supervisors as an ordinance of Westfall Township on this 4th day of November, 2002.

TOWNSHIP OF WESTFALL

ATTEST:

T. [unclear] Secretary

Ordinance No. 124A

Westfall Township Pike County, Pennsylvania

Pursuant to Act 2002-30 the Township amends the wording of the Survivor's benefit under the provisions of the Police Pension Plan to remove the remarriage exclusion, extend coverage to children under age 23 if attending college, and to provide 100% benefits for those killed in action; such benefits to be in compliance with Act 600, and therefore, the following ordinance shall be enacted.

Be it so ordained and enacted by Westfall Township that Ordinance No. 84, which is the governing document of the Police Pension Plan, shall be amended by Ordinance No. 124A by deleting Section 4.3 in its entirety and replacing it with a new Section 4.3 as follows:

SECTION 4.3 SURVIVORS BENEFITS

The Survivor's benefit shall become payable to the spouse, regardless of remarriage, or to children under age eighteen, or twenty-three if attending college, following the death of an officer who has either (a), retired (b), become eligible to retire immediately, or (c), was killed while in the performance of duties.

The amount of such Survivor's benefit for officers under (a) or (b) above, shall be equal to one-half (1/2) of the pension the officer was receiving, or entitled to receive under the assumption that he was retired, at the time of his death.

The amount of such Survivor's benefit for officers under (c) above, shall be equal to the compensation the officer was receiving, or entitled to receive.

Such benefits are, and are intended to continue to be, in accordance with Act 600.

ENACTED AND ORDAINED by the Township Supervisors as an ordinance of Westfall Township on this 27th day of April, 2005.

Attest:

Joe C. Sheen

Secretary

Township of Westfall

James K. ...
Gary A. Buchanan
...