

**DEFINED CONTRIBUTION PENSION PLAN FOR NON-UNIFORMED EMPLOYEES OF  
WYSOX TOWNSHIP, BRADFORD COUNTY, PENNSYLVANIA  
ORDINANCE #2018-02**

**ESTABLISHING A DEFINED CONTRIBUTION PENSION PLAN  
FOR THE NON- UNIFORMED EMPLOYEES OF WYSOX TOWNSHIP**

**WHEREAS**, the Board of Supervisors of Wysox Township wishes to establish a Defined Contribution Pension Plan for these employees.

**THEREFORE, BE IT ORDAINED**, that the Board of Supervisors of Wysox Township, Bradford County, Pennsylvania, hereby establishes a Defined Contribution Pension Plan for full-time non-uniform employees.

## TABLE OF CONTENTS

### ARTICLE

#### Ordinance

- I. Definitions
- II. Eligibility
- III. Contributions
- IV. Retirement Benefits
- V. Death Benefits
- VI. Methods of Distribution of Benefits
- VII. Termination of Employment
- VIII. Management of Fund
- IX. The Board
- X. Provisions relating to the TOWNSHIP
- XI. Termination or Amendment of Plan
- xii. Miscellaneous Provisions
- XIII. Ordinance Approval

## ARTICLE I

### DEFINITIONS

- 1.01 "Age" shall mean the age attained by the Employee at his or her last birthday.
- 1.02 "Anniversary Date" shall mean any January 1 after the effective Date.
- 1.03 "Board" shall mean the Board of Supervisors of Wysox Township, Bradford County, Pennsylvania.
- 1.04 "Compensation" shall mean all W-2 earning paid by the Township to the MEMBER during a plan year.
- 1.05 "Effective Date" of this Ordinance shall be March 1, 2018.
- 1.06 "Employee" shall mean any non-uniform personnel hired on or after January 1, 2014 in the full time employ of the TOWNSHIP whose customary employment by the TOWNSHIP is for not less than 35 hours per week.
- 1.07 "Forfeiture" shall mean the non-vested portion of a MEMBER's account.
- 1.08 "Fund" shall mean all assets held by the Trustee under the Trust Agreement and related insurance and investment contracts relating to this plan.
- 1.09 "Late Retirement Date" shall mean any date later than normal retirement at which a MEMBER retires.
- 1.10 "MEMBER" shall mean any employee who has satisfied the eligibility requirements established in Article II hereof.
- 1.11 "MEMBER Account" shall mean each MEMBER's individual account maintained within the fund to include the investment earnings or losses.
- 1.12 "Normal Retirement Date" shall mean the first day of the month coincident with or next following the date on which the MEMBER completes two (2) years of Service or on the date which the MEMBER attains Age sixty-five (65).
- 1.13 "Pay Period" shall mean the period of time at which end an Employee is compensated for his services to the TOWNSHIP.
- 1.14 "Plan" shall mean the Defined Contribution Pension Plan for the Non-Uniformed Employees of Wysox TOWNSHIP, as herein set forth and as the same may hereafter be amended.
- 1.15 "Plan Year" shall mean a period of twelve (12) consecutive months commencing on any January 1st and ending on the following December 31st.
- 1.16 "Rollover Account" shall mean the distribution amount transferred to the Plan by a MEMBER from a qualified pension or profit sharing plan.

1.17 "Service shall mean the aggregate of a MEMBER's total periods of employment as a full-time Employee of the TOWNSHIP. If a MEMBER enters military Service, either voluntarily or by conscription, after he has been employed for at least six months, such time spent in the armed forces of the United States during a period of national emergency shall be counted as Service for purposed of this Plan, provided such MEMBER returns to Service with the TOWNSHIP within 6 months after his discharge or release from such at active duty in the armed forces of the United States. The time spent in military Service due to voluntary extension of such military Service during a period of peacetime shall not be included as Service for the purpose of this plan.

1.18 "TOWNSHIP" shall mean Wysox Township, Bradford County

1.19 "Trust Agreement" shall mean the contract between the TOWNSHIP and the Trustee establishing the terms by which the fund is invested, distributed, accounted for and terminated, as the same now exists and as it may hereafter be amended.

1.20 "Trustee" shall mean the Board of Supervisors of Wysox Township or any other agency or person appointed by the Board to serve in that capacity as set forth in the trust agreement.

1.21 "Vested Interest" shall mean the nonforfeitable right to any immediate or deferred benefit in the amount which is equal to:

The value on that date of that portion of the participants account that is attributable to and derived from employer contributions multiplied by his vesting percentage determined on the date applicable.

1.22 "Vesting Percentage" shall mean the MEMBER's non-forfeitable interest to his account plus earnings, thereon computed in accordance with the following schedule based on years of service with the TOWNSHIP.

Full years of service	% Vested
Less than two (2) years	0%
2 or more	100%

1.23 "Vesting Service" Service for vesting purposes shall be being for eligible employees based on the original date of hire.

**ARTICLE II  
ELIGIBILITY**

- 2.01 All persons who are employees (as defined in this plan) as of the effective date hereof may elect to be a MEMBER as of the effective date.
- 2.02 Any person who becomes an employee after the effective date hereof shall become a MEMBER.

**ARTICLE III  
CONTRIBUTIONS**

- 3.1 Township Contributions: The TOWNSHIP shall contribute, on behalf of each MEMBER an amount equal to the fixed percentage of his compensation for such plan year, as has been established by the Board and which may, from time to time, be changed by the Board. The current level, as of the effective date of this Ordinance, is three percent (3%).
- 3.2 MEMBERs Contributions: MEMBERs shall not be required to contribution into this plan.
- 3.3 Rollovers and Transfers:The trustee may receive on behalf of a MEMBER all or part of the entire amount of any distribution from a terminated pension or profit sharing plan or any lump sum distribution theretofore received by such MEMBER from a pension or profit sharing plan meeting the requirements of Internal Revenue Code section 401(a).
- 3.4 State Aid: The portion of the payments made by the State Treasurer to the TOWNSHIP and designated by the BOARD to be allocated to the Non-Uniformed Employee's Pension Fund from money received from taxes paid upon premiums by foreign casualty insurance companies shall be used to reduce or eliminate the TOWNSHIP'S Contributions pursuant to Section 3.01 hereof and off- set the payment of any administrative expenses.
- 3.5 Other Contributions: The FUND shall be authorized to receive by gift, grant, devise or bequest, any money or property, real, personal or mixed, in trust for the benefit of the FUND. The TRUSTEE shall be subject to such directions not inconsistent with this plan as the donors of such funds and property may prescribe.
- 3.6 Forfeiture: Forfeiture will remain assets of the Trust and at the TOWNSHIP's discretion, be used to reduce or eliminate future TOWNSHIP contributions

pursuant to Section 3.01 and/or reduce the administrative cost to the plan and/or to the reallocated to the MEMBER Account in the proportion that an individual MEMBER'S account balance (excluding Rollover Account balances) bears to the total of all MEMBER accounts.

3.7 Accounting and Allocations:

- (a) The Administrator shall establish and maintain an account in the name of each MEMBER to which the Administrator shall credit all amounts allocated to each such MEMBER as hereafter set forth.
- (b) The TOWNSHIP shall provide the Administrator with all information required by the Administrator to make a proper allocation of the TOWNSHIP'S contribution for each PLAN YEAR. The Administrator shall allocate such contribution to each MEMBER'S Account in accordance with Section 3.01.
- (c) Trust Fund shall allocate the MEMBER'S investment gains /losses daily.

**ARTICLE IV  
RETIREMENT BENEFITS**

4.01 Normal Retirement: A MEMBER who attains his normal retirement date shall be considered fully vested. If a MEMBER retires on his normal retirement date, he shall receive a distribution of the vested value of his MEMBER Account valued as of his Prior Anniversary Date.

4.02 Late Retirement: A MEMBER may continue in the service of the TOWNSHIP after his normal retirement date, and such event shall retire on his Late Retirement Date. Such MEMBER shall continue as a MEMBER under this plan until such late retirement date. The MEMBER shall have a vesting percentage as determined by Section 1.22 hereof and shall receive a distribution of the vested value of his MEMBER Account valued as of his Prior Anniversary Date.

**ARTICLE V  
DEATH BENEFITS**

5.1 Death Prior to Retirement: If a MEMBER dies prior to the commencement of pension benefits, his designated beneficiary shall be entitled to the Vested Interest of the MEMBER'S account determined pursuant to Section 1.22 hereof and valued as of the Prior Anniversary Date. If no such beneficiary survives, the amount will be paid to the MEMBER'S estate.

5.2 Death After Retirement: If a MEMBER dies after distribution has commenced, the remaining portion of such interest will continue to be distributed in accordance with the method of distribution elected pursuant to Article VI hereof.

**ARTICLE VI**  
**METHOD OF DISTRIBUTION OF BENEFITS**

6.01 Settlement Options: Distributions may be made in a lump sum, however, if not made in a lump sum, may be made over one of the following periods (or a combination thereof):

- A. The life of the MEMBER
- B. The life of the MEMBER and a designated beneficiary
- C. A period certain not extending beyond the life expectancy of the MEMBER
- D. A period certain not extending beyond the joint and last survivor expectancy of the MEMBER and a designated beneficiary.

6.02 Joint and Survivor Annuity: Unless an optional form of benefit is selected by a MEMBER and agreed to by the MEMBER's spouse, the MEMBER's vested MEMBER Account balance will be paid in the form of a 50% joint and survivor annuity.

**ARTICLE VII**  
**TERMINATION OF EMPLOYMENT**

- 7.1 Distribution: As of a MEMBER's termination of employment, he shall receive a distribution of his entire Vested Interest valued at the end of the prior anniversary date during which termination occurred.
- 7.2 Reemployment Rights: If the terminated MEMBER is rehired by the TOWNSHIP and re-enrolls in the plan within 12 consecutive months of termination he shall continue to participate in the plan as if such termination had not occurred.

**ARTICLE VIII**  
**MANAGEMENT OF FUNDS**

8.01 The TOWNSHIP may employ an actuary, investment advisors, counsel, or other professional consultants from time to time in connection with the operation of the fund or of this plan. Such persons or entities shall be compensated by the TOWNSHIP at such rates as may be agreed upon by the board. Such compensation may be paid from the fund.

8.02 The MEMBERS shall have the ability to direct the investments in their accounts.

**ARTICLE IX**  
**THE BOARD**

- 9.1 The plan shall be administered by the BOARD. The BOARD shall make and adopt rules and regulations for the efficient administration of the plan.
- 9.2 The BOARD shall keep all data, records and documents pertaining to the administration of the plan and shall execute all documents necessary to carry out the provisions of the plan, and shall provide all such data, records and documents to the trustees, and any other professional whose Services are employed pursuant to Section 8.02 of this plan.
- 9.3 The BOARD shall construe the plan, shall determine any questions of fact arising under the plan and shall make all decisions required of it under the plan and its construction thereof; and decisions and actions taken thereon in good faith shall be final and conclusive. It may correct any defect or supply any omission or reconcile any inconsistency in such manner to such extent as it shall deem expedient to carry the plan into effect, and it shall be the sole judge of such expediency. The board shall act uniformly with respect to matters coming before it concerning employees in similar circumstances.
- 9.4 The BOARD shall serve without bond except as may be otherwise required by law and without compensation for its services as such.
- 9.5 The MEMBERS of the BOARD and each of them, shall be free of all liability for any act or omission except by willful misconduct or gross negligence, and each of them shall be fully indemnified by the TOWNSHIP against all judgments not involving findings of their respective personal or collective willful misconduct or gross negligence and against all costs, including counsel fees, incurred in defense of actions brought against them.



9.6 The BOARD shall make available to MEMBERS, retired MEMBERS and terminated MEMBERS and to their beneficiaries, for examination during business hours, such records as pertain to the person examining.

9.7 To enable the BOARD to perform its functions, the TOWNSHIP shall supply full and timely information to it on all matters relating to the pay of all MEMBER'S, their retirement, death, termination of employment and such other pertinent facts as the board may require.

9.8 The BOARD shall enact such rules and regulations for the conduct of its business and for the administration of the plan as it may consider desirable, provided the same shall not be in conflict with any of the provisions of the plan. All actions of the board shall be taken at meetings at which at least two MEMBERS shall be present, or by written resolution and any resolution concurred in by not less than two of its MEMBERS shall be the action of the entire BOARD. Written minutes shall be kept of the meetings and actions of the BOARD.

9.9 The President, Secretary and Township Manager acting on behalf of the BOARD, shall have the power to execute all documents necessary to carry out the actions of the BOARD and any person, partnership, corporation or government agency shall accept such documents over such signature or signatures as if executed by the board.

#### **ARTICLE X PROVISIONS RELATING TO THE TOWNSHIP**

10.01 It is the expectation of the TOWNSHIP that it will continue this Pension Plan indefinitely and will from time to time contribute to the fund such amounts as may be needed to provide the benefits set forth in the plan; but continuance of the plan is not assumed as an obligation of the TOWNSHIP and the right is reserved by the TOWNSHIP at any time to reduce, suspend or discontinue its contributions hereunder.

10.2 The TOWNSHIP assumed no obligation or responsibility with respect to the operation of the plan and does not guarantee the payment of the benefits provided for MEMBERS of the plan. The TOWNSHIP shall have no liability with respect to the administration of the fund and payments made under the provisions of any Ordinance establishing, amending, or maintaining the plan shall not be a charge on any other fund in the treasury of the TOWNSHIP or under its control, save the Non-Uniformed Employee's Pension fund herein provided for.

10.3 Nothing contained in the plan shall be held or construed as a contract or guarantee of employment nor to create any liability upon the TOWNSHIP to retain any person in its service. The TOWNSHIP reserves the full right to discontinue the service of any person without any liability except for salary or wages that may be due and unpaid, however in its judgment its best interests so require, and such discontinuance shall be without regard to this plan.

#### **ARTICLE XI TERMINATION OR AMENDMENT OF PLAN**

11.01 The TOWNSHIP may amend, curtail or terminate this plan at any time provided however, that no amendment affecting the trustee shall be made without its consent (other than an amendment having the effect of termination of the plan); nor shall any amendment be made which will in any manner divert any part of the fund to any purpose other than the exclusive benefit of MEMBERS or their beneficiaries (except upon termination such diversion may be made after all of the fixed and contingent liabilities to MEMBERS and their beneficiaries have been met); nor shall any amendment be made at any time which will in any manner divest any benefit then vested in a MEMBER.

11.02 In the event of termination of this plan, the BOARD shall allocate the assets then remaining in the fund, to the extent that such assets are sufficient, to MEMBERS and retired MEMBERS in an amount equal to their respective MEMBER Account Balance reduced in the cases of retired MEMBERS by any prior distributions made to them.

11.03


After allocation of the funds, the BOARD shall determine whether to operate the FUND as the source of whatever payments the money so allocated will provide.

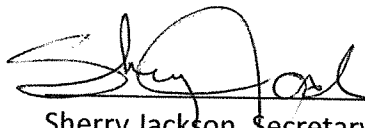
**ARTICLE XII**  
**MISCELLANEOUS PROVISIONS**

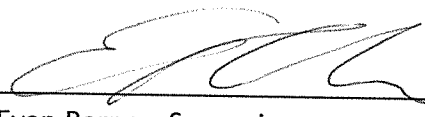
- 12.1 No benefit under this plan shall be subject in any manner to anticipation, anticipation, sale, transfer, assignment, pledge or encumbrance, nor to seizure attachment or other legal process for the debts of any MEMBERS or MEMBER'S beneficiary. This provision shall not apply to a "qualified domestic relations order" defined in Code Section 414(p), and those other domestic relations orders permitted to be so treated by the board under the provisions of the Retirement Equity Act of 1984. The board shall establish a written procedure to determine the qualified status of domestic relations orders and to administer distributions under such qualified orders. Further, to the extent provided under a "qualified domestic relations order" a former spouse of a Participant shall be treated as the spouse or surviving spouse for all purposes under this plan.
- 12.2 Any person dealing with the trustee may rely upon a copy of this plan and any amendments thereto certified to be a true and correct copy by the trustee.
- 12.3 Anything heretofore contained in this plan to the contrary notwithstanding, it is the intention of the TOWNSHIP that any action herein provided to be taken by the trustee shall be taken only in accordance with written instructions of the board given in such detail as to preclude the exercise by the trustee of discretion in the performance thereof.
- 12.4 Under no circumstances, whether upon amendment or termination of this plan or otherwise shall any part of the fund be used for or diverted to any purpose other than the exclusive benefit of MEMBERS or their beneficiaries until all the actuarial obligations to such MEMBER or MEMBER's beneficiaries have been met.
- 12.5 If the board deems any person incapable of receiving benefits to which he is entitled by reason of minority, illness, infirmity, or other incapacity, it may direct the trustee to make payment directly for the benefit of such person, to the guardian or trustee of such person whose receipt shall be a complete acquittance therefore such payment shall the extent therefore, discharge all liability of the TOWNSHIP the trustee and the fund.
- 12.6 Should any provision of this plan be determined to be void by any court, the plan will continue to operate and, to the extent necessary, will be deemed not to include the provision determined to be void.
- 12.7 Headings and captions provided herein are for convenience only and shall not be deemed part of the plan.
- 12.8 This plan shall be construed and applied under the laws of the Commonwealth of Pennsylvania where not in conflict with Federal laws which shall prevail.
- 12.9 All Ordinances or resolutions or portions thereof, inconsistent herewith are hereby repealed.


Adopted, by the Board of Supervisors of the Township of Wysox this 8<sup>th</sup> day of  
FEBRUARY, 2018.

ATTEST:

  
\_\_\_\_\_  
William Them, Supervisor

  
\_\_\_\_\_  
Sherry Jackson, Secretary

  
\_\_\_\_\_  
Evan Barnes, Supervisor

  
\_\_\_\_\_  
Thomas Thompson III, Supervisor