

**ORDINANCE NO. 530  
(Non-Legislative)**

**BOROUGH OF PARKESBURG  
CHESTER COUNTY, PENNSYLVANIA**

**AN ORDINANCE OF PARKESBURG BOROUGH, CHESTER COUNTY,  
PENNSYLVANIA, ADOPTING THE MASTER PLAN AND TRUST  
CURRENTLY ADMINISTERED BY THE PENNSYLVANIA STATE  
ASSOCIATION OF BOROUGH MUNICIPAL RETIREMENT TRUST,  
EFFECTIVE AS OF JANUARY 1, 2017**

WHEREAS, the Borough of Parkesburg is a Borough and Municipality in the Commonwealth of Pennsylvania organized and governed by the Borough Code; and

WHEREAS, the Borough of Parkesburg (the "Employer"), on February 7, 1966, established a retirement plan for certain of its employees known as the Borough of Parkesburg Police Pension Plan (the "Prior Plan"); and

WHEREAS, the Employer now desires to adopt the Master Plan and Trust currently administered by the Pennsylvania State Association of Boroughs Municipal Retirement Trust (the "PSAB Municipal S Retirement Trust"), effective as of January 1, 2017; and

WHEREAS, in accordance with such purpose, the Employer hereby adopts the PSAB Municipal Retirement Trust and the accompanying joinder agreement, which documents together shall constitute the retirement plan known as the Borough of Parkesburg Police Pension Plan (the "Plan"); and

WHEREAS,, said Plan shall be deemed to be a continuation of and a successor to the Prior Plan;

NOW, THEREFORE, be it ORDAINED and ENACTED, that, effective as of January 1, 2017, the accompanying joinder agreement and the terms of the Pennsylvania State Association of Boroughs Municipal Retirement Trust are hereby adopted by the Employer, to be known as the Borough of Parkesburg Police Pension Plan;

It is FURTHER ORDAINED that said Plan shall be deemed to be a successor to and a continuation of the Prior Plan.

ORDAINED and ENACTED by the Parkesburg Borough Council this 7<sup>th</sup> day of August, 2017.

PARKESBURG BOROUGH COUNCIL

Kathleen M. Rick  
KATHLEEN M. RICK, President

ATTEST:

Wendy A. Keegan  
WENDY A. KEEGAN, Secretary

Approved this 7<sup>th</sup> day of August, 2017.

John P. Hagan II  
JOHN P. HAGAN, II, Mayor





**Municipal  
Retirement  
TRUST**

**Pennsylvania State Association of Boroughs  
Municipal Retirement Trust**

2941 North Front Street, Harrisburg, PA 17110  
(717) 236-9526 | (800) 232-7722 | Fax (717) 972-0690 | [www.mrtpensions.org](http://www.mrtpensions.org)

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**CHAPTER II**

**DEFINED BENEFIT PENSION PLAN JOINDER AGREEMENT  
(Subject to Act 600)**

**FOR THE**

**BOROUGH OF PARKESBURG POLICE PENSION PLAN**

**DATE: June 14, 2017**

**(EFFECTIVE DATE: JANUARY 1, 2017)**



Part I-4

(1.05)

BOARD shall mean the:

- Borough Council
- Board of Supervisors
- Board of Commissioners
- Board of Directors
- Other: \_\_\_\_\_

Part I-5

(1.06)

COMPENSATION shall include: **(Check all that apply)**

- All forms of compensation paid by the Employer and reportable on form W-2
- Base pay plus:
  - Overtime pay
  - Longevity pay
  - Bonuses
  - Holiday pay
  - Court time pay
  - Unused sick pay
  - Unused vacation pay
  - Unused personal leave
  - Other: \_\_\_\_\_

Compensation shall specifically exclude:

- Reimbursed expenses or payments in lieu of expenses, or non-salary compensation (including by way of example and not by way of limitation, fringe benefits provided by the Borough, uniform allowances, etc.).
- Payments made in a Lump sum at retirement or termination for unused time off that were not earned during the averaging period
- Other: \_\_\_\_\_

Part I-6

(1.10)

EFFECTIVE DATE shall mean January 1, 2017

Part I-7

(1.11)  
EMPLOYEE

For the purposes of further defining the term "full-time" or "Employee", the following additional conditions or restrictions shall be inserted as if they were a part of section 1.11 of Chapter II of the Master Plan and Trust:

- Full-time basis means regularly scheduled to work at least 40 hours per week
- Other: \_\_\_\_\_

Part I-8

(1.12)  
EMPLOYER

In accordance with section 1.12 of Chapter II of the Master Plan and Trust, the "Employer" shall be specified as follows:

Borough of Parkesburg  
Located in Chester County

- Regional Police Plan with the following participating municipalities: N/A

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Part I-9

(1.13) Non-Intervening Military Service Purchase  
EMPLOYMENT (Optional)

In accordance with section 1.13 of Chapter II of the Master Plan and Trust, Employment for purposes of determining Aggregate Service:

- shall include the purchase of up to 5 (not to exceed 5) years of non-intervening military service pursuant to section 1.13(f) of Chapter II of the Master Plan and Trust.
- shall not include the purchase of non-intervening military service pursuant to section 1.13(f) of Chapter II of the Master Plan and Trust.

Part I-10

(1.14)  
FINAL MONTHLY AVERAGE SALARY

The averaging period for determining a Participant's "Final Monthly Average Salary" in accordance with section 1.14 of Chapter II of the Master Plan and Trust shall be:

- final 36 months prior to termination (shall not be less than 36, nor greater than 60) of Employment
- highest 36 consecutive months of the last 60 consecutive months

- final \_\_\_\_\_ months (shall not be less than 36, nor greater than 60) of active Employment

Salary shall include the same element of pay as Compensation (1.06).

Part I-11

(1.20)

NAME OF PLAN

For purposes of section 1.20 of Chapter II of the Master Plan and Trust, the name of the "Plan" shall be:

Borough of Parkesburg Police Pension Plan

Part I-12

(1.24)

TOTAL AND PERMANENT DISABILITY (Service Connected Only)

(A) "Totally and Permanently Disabled" or "Total and Permanent Disability" shall mean:

a condition of physical or mental impairment due to which a Participant is unable to perform the usual and customary duties of Employment with the Employer and which is reasonably expected to continue to be permanent for the remainder of the Participant's lifetime.

a condition of physical or mental impairment due to which a Participant is unable to perform any and every duty of a gainful occupation for which the Participant is reasonably suited through training, education and experience, which continues for a period of at least six months, which will be permanent and continuous for the remainder of the Participant's lifetime and due to which a Participant is certified by the Social Security Administration as being eligible for Social Security disability benefits.

(B)  Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Check one of the above, if applicable)

**PART II**

**PARTICIPATION IN THE PLAN**

Part II-1

(2.01)

ELIGIBILITY REQUIREMENTS

An Employee shall be eligible to become a Participant in the Plan upon:

- Commencement of Employment
- Completion of a probationary period of

\_\_\_\_\_

- Other: \_\_\_\_\_

\_\_\_\_\_

Exceptions: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**(Complete any of the above which are applicable)**

**PART III**  
**CONTRIBUTIONS**

Part III-1

(3.01)  
PARTICIPANT CONTRIBUTIONS

The rate of Participant contributions shall be:

- (A)  Where positions covered by the Plan are included under the Federal Social Security Act:
- Five percent (5%) of the Participant's Compensation (for Plans with no Social Security Offset), or
- \_\_\_\_\_ percent of the Participant's Compensation on which Social Security taxes are payable, plus five percent (5%) of the Participant's Compensation in excess of that on which Social Security taxes are payable; or
- (B)  Where positions covered by the Plan are **not** included under the Federal Social Security Act:
- 5 percent of the Participant's Compensation (rate shall not be less than five percent (5%) nor greater than eight percent (8%)).
- (C)  Effective \_\_\_\_\_ the Participant Contributions required under this section 3.01 shall be "picked up" by the Employer and shall be treated as Employer contributions pursuant to Code section 414(h)(2).

Part III-2

(3.03)  
REDUCTION OF PARTICIPANT CONTRIBUTIONS

Annual reduction or elimination of Participant contributions pursuant to section 3.03 of Chapter II of the Master Plan and Trust shall be subject to the following prerequisites or limitations:

- an actuarial study performed by the Actuary shows that the condition of the Trust Fund is such that Participant Contributions may be reduced below the minimum percentages prescribed in section 3.01 of Chapter II of the Master Plan and Trust, or may be eliminated, and that contributions by the Employer will not be required to keep the Trust Fund actuarially sound.
- Other: \_\_\_\_\_

**(Check one or more of the above, if applicable)**

**PART IV**

**RETIREMENT BENEFITS**

The Master Plan and Trust shall provide the following benefits:

Part IV-1 (4.01)  
NORMAL RETIREMENT AGE

Section 4.01 of Chapter II of the Master Plan and Trust, Normal Retirement Age shall be the later of the date set forth in (A) or (B):

- (A) the date when the Participant has completed 25 years of Aggregate Service; and
- (B) the Participant has attained age 50.

Part IV-2 (4.02)  
NORMAL RETIREMENT BENEFIT

Normal Retirement Benefits shall be offset, as provided in section 4.02 of Chapter II of the Master Plan and Trust, by the following percentage of applicable old-age Social Security benefits:

- \_\_\_\_\_ percent ( \_\_\_\_\_ %)
- No Social Security offset applies.

(Check one of the above.)

Part IV-3 (4.03)  
EARLY RETIREMENT (Optional)

- (A) This Plan:
    - shall
    - shall not
- include an Early Retirement Benefit provision pursuant to Act 24 of 1998.

Part IV-4 (4.06)  
SERVICE INCREMENT BENEFIT (Optional)

- (A) This Plan:
    - shall
    - shall not
- provide for a Service Increment Benefit as set forth in section 4.06 of Chapter II of the Master Plan and Trust.

- (B) The amount of the monthly Service Increment Benefit shall be:
- (i) \$100 per month upon completion of 26 years of service
  - (ii)
 

Years of Aggregate Service	Amount of Service Increment Benefit
  - (iii) Other: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- (C)  Only service by a Participant retiring on or after \_\_\_\_\_ shall be considered for such Service Increment Benefit.

Part IV-5

(4.07)  
COST-OF-LIVING INCREASE (Optional)

- (A) This Plan:
- shall
  - shall not
- provide for an annual cost-of-living increase as set forth in section 4.07 of Chapter II of the Master Plan and Trust.
- (B) The annual cost of living adjustment shall be payable as of the:
- Anniversary date of such Participant's retirement
  - January 1st of each Plan Year
  - Other: \_\_\_\_\_
- (C) If an annual cost-of-living increase is elected, such increase shall be equal to \_\_\_\_\_  
 \_\_\_\_\_

CPI index to be used in calculating increases is October Philadelphia region CPI-U.

(D) The following special restrictions shall apply to the cost-of- living increase:

- It shall apply only to Participants hired on or after \_\_\_\_\_ (date).
- It shall apply only to Participants who retired on or after January 1, 1997.
- It shall apply only to Participants in pay status as of \_\_\_\_\_ (date).
- It shall apply to all current and future retirees.
- It shall apply to all disability retirees who have attained Normal Retirement Age.
- Other: \_\_\_\_\_

(E) Such cost-of-living increases shall not exceed any of the following limitations:

- (a) the percentage increase in the Consumer Price Index from the year in which the Participant was last employed by the Employer; or
- (b) 75 percent of the Participant's Final Monthly Average Salary; or
- (c) the total cumulative increases shall not exceed 30 percent of the Participant's original retirement benefits; and
- (d) such cost-of-living adjustments shall not impair the actuarial soundness of the Plan.

(F)  The limitations described in (E) above, do not apply to retirees retired for over twenty (20) years, so long as the plan assets exceed the present value of future benefits.

Part IV-6

(4.08)

PAYMENT OF BENEFITS

Benefit payments shall be paid monthly as of:

- The first day of each month
- The last day of each month
- Other: \_\_\_\_\_

**PART V**  
**DISABILITY RETIREMENT**

Part V-1 (5.02)

DISABILITY RETIREMENT BENEFITS

(A) Amount of Disability Benefit

The amount of the Disability Retirement Benefit shall be equal to:

- 50% of the member's salary at the time the disability was incurred (no less than 50%)
- Other: \_\_\_\_\_

In no event may the benefit be less than fifty percent (50%) of the Member's salary at the time the disability was incurred.

(B) Such Disability Retirement Benefit amount shall be offset by:

- Social Security disability benefits

**(Check one of the above, if applicable)**

Member's salary at the time the disability was incurred shall mean:

- Fixed periodic payments for the:
  - final completed calendar month of active employment
  - final completed twelve months of active employment divided by 12
- Other: \_\_\_\_\_

(C) Crediting of Service Upon Re-Employment

If a Participant who has been receiving disability benefits is later re-employed by the Employer, Aggregate Service shall be determined as follows:

- the period of disability for which payments were made shall be considered as periods of Employment in computing the Participant's Aggregate Service;
- the Participant's period of Aggregate Service prior to the date when the Participant terminated due to Total and Permanent Disability shall be aggregated with the Participant's period of Aggregate Service credited subsequent to the Participant's date of re-employment.
- Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Check one of the above, if applicable)

**PART VI  
DEATH BENEFITS**

Part VI-1

(6.02)

KILLED IN SERVICE SURVIVOR BENEFIT

- 100% of the Member's salary at the time of death.

Member's salary at the time of death shall mean:

- Fixed periodic payments for the:
- final completed calendar month of active employment
  - final completed twelve months of active employment
- Other: The officer's annualized base salary at the time of death, divided by 12.

Part VI-2

(6.03)

SURVIVING SPOUSE BENEFIT shall equal:

- 50% of the monthly retirement benefit the Participant was receiving or was eligible to receive at the time of death.
- \_\_\_\_\_% of the monthly retirement benefit the Participant was receiving or was eligible to receive at the time of death (no less than 50%)
- Other: \_\_\_\_\_

**(Check all that applies)**

**PART VII**

**TERMINATION OF EMPLOYMENT**

Part VII-1

(7.03)

DEFERRED VESTED BENEFITS

This Plan:

shall

shall not

provide for vesting of retirement benefits after twelve (12) years of Aggregate Service with the Employer.