

**BERWICK TOWNSHIP
ADAMS COUNTY, PENNSYLVANIA**

ORDINANCE NO. 2024-01

**AN ORDINANCE OF BERWICK TOWNSHIP, ADAMS COUNTY, PENNSYLVANIA,
RATIFYING THE RESTATEMENT OF THE BERWICK TOWNSHIP NON-
UNIFORMED PENSION PLAN**

WHEREAS, Berwick Township has maintained the Berwick Township, Adams County Non-Police Plan ("Plan") since January 1, 1999 for the benefit of eligible employees; and

WHEREAS, by Resolution No. 2020-07, Berwick Township restated the Plan to comply with the requirements of the Pension Protection Act of 2006 (PPA), the Heroes Earnings Assistance and Relief Tax Act of 2008 (HEART Act), the Worker, Retiree and Employer Recovery Act of 2008 (WRERA) and other applicable guidance; and

WHEREAS, by Resolution No. 2020-07 Berwick Township also appointed a Board of Trustees of the Pennsylvania Municipalities Pension Trust as Trustee(s) of the Plan; and

WHEREAS, Berwick Township wishes to adopt and ratify the above actions by this Ordinance.

NOW, THEREFORE, BE IT ORDAINED as follows:

1. Berwick Township ratifies and adopts the Berwick Township, Adams County Non-Police Pension Plan as a complete restatement of the prior Plan, to be effective on January 1, 2019 as set forth in Resolution 2020-07, attached hereto and made a part hereof.
2. Proper officials of Berwick Township are authorized to execute the restated Plan document and perform any other actions necessary to implement the adoption of the Plan restatement. Berwick Township may designate any other authorized person to perform the actions necessary to adopt the Plan restatement. A copy of the Plan shall be retained in the business office of Berwick Township.
3. Berwick Township will act as administrator of the Plan and will be responsible for performing all actions necessary to carry out the administration of the Plan. Berwick Township may designate any other person or persons to perform the actions necessary to administer the Plan.
4. All other Ordinances or parts of laws in conflict herewith are hereby repealed to the extent of the conflict.

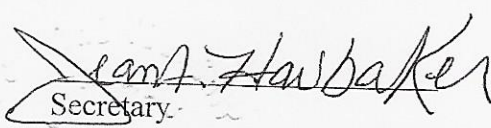
5. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The Board of Supervisors of Berwick Township hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, irrespective of that fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

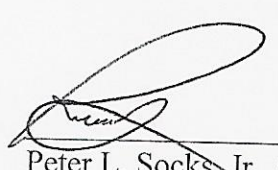
6. This Ordinance shall take effect and be in full force and effect in five (5) days from the date of enactment.

ENACTED AND ORDAINED this 11~~th~~ day of March 2024.

ATTEST:

BERWICK TOWNSHIP


Secretary


Peter L. Socks, Jr., Chairman

BERWICK TOWNSHIP, ADAMS COUNTY, PENNSYLVANIA
RESOLUTION NO. 2020-07

ACTION BY GOVERNMENT ENTITY
RESTATEMENT OF QUALIFIED RETIREMENT PLAN

The undersigned hereby certifies that at a meeting of the persons entitled to make decisions on behalf of Berwick Township, Adams County ("Employer"), the following resolutions were approved:

WHEREAS, the Employer has maintained the Berwick Township, Adams County Non-Police Plan ("Plan") since January 1, 1999 for the benefit of eligible employees; and

WHEREAS, the Employer has decided to restate the above-referenced Plan to comply with the requirements of the Pension Protection Act of 2006 (PPA), the Heroes Earnings Assistance and Relief Tax Act of 2008 (HEART Act), the Worker, Retiree, and Employer Recovery Act of 2008 (WRERA) and other applicable guidance; and

WHEREAS, the Employer wishes to appoint Board of Trustees of the Pennsylvania Municipalities Pension Trust as Trustee(s) of the Plan.

NOW, THEREFORE, BE IT RESOLVED that the Employer hereby adopts the Berwick Township, Adams County Non-Police Pension Plan as a complete restatement of the prior Plan, to be effective on January 1, 2019.

RESOLVED FURTHER that the Employer is authorized to execute the restated Plan document and perform any other actions necessary to implement the adoption of the Plan restatement. The Employer may designate any other authorized person to perform the actions necessary to adopt the Plan restatement. A copy of the plan shall be retained in the business office of the Employer;

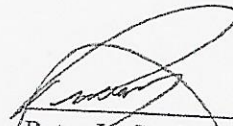
RESOLVED FURTHER that the Employer will act as administrator of the Plan and will be responsible for performing all actions necessary to carry out the administration of the Plan. The Employer may designate any other person or persons to perform the actions necessary to administer the Plan.

The undersigned hereby certifies that he is an Authorized Representative of the Employer and that the foregoing is a true record of a resolution duly adopted at a meeting of the persons entitled to make decisions on behalf of the Employer and that said meeting was held in accordance with state law and the Bylaws of the above-named Employer.

IN WITNESS WHEREOF, I have executed my name below as an Authorized Representative of the Employer.

3-9-20

Date



Peter L. Socks, Jr., Chairman

Summit Financial Corporation
GOVERNMENTAL VOLUME SUBMITTER DEFINED BENEFIT PLAN
ADOPTION AGREEMENT #07-001

By executing this Governmental Volume Submitter Defined Benefit Plan Adoption Agreement (the "Agreement"), the undersigned Employer agrees to establish or continue a Defined Benefit Plan. The Defined Benefit Plan adopted by the Employer consists of the Governmental Defined Benefit Volume Submitter Plan and Trust Basic Plan Document #07 (the "BPD") and the elections made under this Agreement #001 (collectively referred to as the "Plan"). An Employer may jointly co-sponsor the Plan by signing a Participating Employer Adoption Page, which is attached to this Agreement. This Plan is effective as of the Effective Date identified on the Signature Page of this Agreement.

SECTION 1
EMPLOYER INFORMATION

The information contained in this Section 1 is informational only. The information set forth in this Section 1 may be modified without re-executing this Agreement. Any changes to this Section 1 may be accomplished by substituting a new Section 1 with the updated information. The information contained in this Section 1 is not required for qualification purposes and any changes to the provisions under this Section 1 will not affect the Employer's reliance on the IRS favorable advisory letter.

1-1 EMPLOYER INFORMATION:

Name: Berwick Township, Adams County

Address: 85 Municipal Road

City, State, Zip Code: Hanover, PA 17331

Telephone: (717) 632-1829

1-2 EMPLOYER IDENTIFICATION NUMBER (EIN): 23-2030284

1-3 FORM OF BUSINESS:

☐ State or political subdivision of a State

☒ State agency or instrumentality

☐ Indian Tribal Government

☐ Describe other Employer qualified to adopt a Governmental Plan: _____

[Note: Any entity entered under "Other" must be an employer that may adopt a Governmental Plan.]

1-4 EMPLOYER'S TAX YEAR END: The Employer's tax year ends December 31

1-5 RELATED EMPLOYERS: List any Related Employers (as defined in Section 1.89 of the Plan). A Related Employer must complete a Participating Employer Adoption Page for Employees of that Related Employer to participate in this Plan.

[Note: This AA §1-5 is for informational purposes. The failure to list all Related Employers will not jeopardize the qualified status of the Plan.]

SECTION 2
PLAN INFORMATION

2-1 PLAN NAME: Berwick Township, Adams County Non-Police Pension Plan

Original Effective Date: 1-1-1999

Restatement Effective Date: 1-1-2019

2-2 PLAN NUMBER: 001

2-3 **PLAN YEAR:**

- ☒ (a) Calendar year
- ☐ (b) The 12-consecutive month period ending on ____ each year.
- ☐ (c) The Plan has a short Plan Year running from ____ to ____.

2-4 **FROZEN PLAN:** Check this AA §2-4 if the Plan is a frozen Plan under which no additional benefits will accrue. (See Section 3.02 of the Plan.)

- ☐ (a) This Plan is a frozen Plan effective ____.
- ☐ (b) No Employee will become a Participant after ____.

[Note: As a frozen Plan, no Employee will accrue any benefits with respect to Plan Compensation earned after such date.]

2-5 **PLAN ADMINISTRATOR:**

- ☐ (a) The Employer identified in AA §1-1.
- ☒ (b) Name: Pennsylvania State Association of Township Supervisors

Address: 4855 Woodland Drive Enola, PA 17025

Telephone: (800) 382-1268

Email: pension@psats.org

SECTION 3
ELIGIBLE EMPLOYEES

3-1 **ELIGIBLE EMPLOYEES.** In addition to the Employees identified in Section 2.02 of the Plan, the following Employees are excluded from participation under the Plan. (See Sections 2.02(d) and (e) of the Plan for rules regarding the effect on Plan participation if an Employee changes between an eligible and ineligible class of employment.)

- ☐ (a) No exclusions.
- ☐ (b) Collectively Bargained Employees.
- ☒ (c) Non-resident aliens who receive no compensation from the Employer which constitutes U.S. source income.
- ☒ (d) Leased Employees.
- ☐ (e) Employees paid on an hourly basis.
- ☐ (f) Employees paid on a salaried basis.
- ☒ (g) Other: Employees employed as Police Officers. Employees who are not permanent Employees and Employees who work less than 35 hours per week.

[Note: The exclusions inserted may not result in a specifically named individual or a finite group (such as employees hired before a certain date) being the only employee or employees participating under the plan. It is permissible to limit participation under the plan to an employee or employees of a specifically named position or positions.]

SECTION 4
MINIMUM AGE AND SERVICE REQUIREMENTS

4-1 **ELIGIBILITY REQUIREMENTS – MINIMUM AGE AND SERVICE.** An Eligible Employee (as defined in AA §3-1) who satisfies the minimum age and service conditions under this AA §4-1 will be eligible to participate under the Plan as of his/her Entry Date (as defined in AA §4-2 below).

- (a) **Service Requirement.** An Eligible Employee must complete the following minimum service requirements to participate in the Plan.
- ☒ (1) There is no minimum service requirement for participation in the Plan.
- ☐ (2) One Year of Service (as defined in Section 2.03(a)(1) of the Plan and AA §4-3).

☐ (3) The completion of ___ consecutive full calendar months of employment during which the Employee is credited with at least ___ Hours of Service or the completion of a Year of Service (as defined in AA §4-3), if earlier. [Note: If no minimum Hours of Service are required, insert one (1) in the second blank line.]

☐ (4) Full-time Employees are eligible to participate immediately. Employees who are "part-time" Employees must complete a Year of Service (as defined in AA §4-3).

For this purpose, a part-time Employee is any Employee whose normal work schedule is less than:

☐ (i) ___ hours per week.

☐ (ii) ___ hours per month.

☐ (iii) ___ hours per year.

☐ (5) Two (2) Years of Service.

☐ (6) Under the Elapsed Time method. See AA §4-3(c) below.

☐ (7) Describe eligibility conditions: _____

[Note: Any eligibility conditions must clearly set forth the Employees eligible to participate under the Plan.]

(b) **Minimum Age Requirement.** An Eligible Employee (as defined in AA §3-1) must have attained the following age to participate under the Plan.

☒ (1) There is no minimum age for Plan eligibility.

☐ (2) Age 21.

☐ (3) Age ____.

4-2 **ENTRY DATE.** An Eligible Employee (as defined in AA §3-1) who satisfies the minimum age and service requirements in AA §4-1 shall be eligible to participate in the Plan as of his/her Entry Date. For this purpose, the Entry Date is the following date.
[Note: If any of subsections (b) – (f) are completed, also complete one of subsections (g) – (j).]

☒ (a) **Immediate.** The date the minimum age and service requirements are satisfied (or date of hire, if no minimum age and service requirements apply).

☐ (b) **Semi-annual.** The first day of the 1st and 7th month of the Plan Year.

☐ (c) **Quarterly.** The first day of the 1st, 4th, 7th and 10th month of the Plan Year.

☐ (d) **Monthly.** The first day of each calendar month.

☐ (e) **The first day of the Plan Year.** [Note: If this subsection (e) is checked, see Section 2.03(b) of the Plan for special rules that apply.]

☐ (f) **Describe Entry Date:** _____

An Eligible Employee's Entry Date (as defined above) is determined based on when the Employee satisfies the minimum age and service requirements in AA §4-1. For this purpose, an Employee's Entry Date is the Entry Date:

☐ (g) **next following** satisfaction of the minimum age and service requirements.

☐ (h) **coinciding with or next following** satisfaction of the minimum age and service requirements.

☐ (i) **nearest** the satisfaction of the minimum age and service requirements.

☐ (j) **preceding** the satisfaction of the minimum age and service requirements.

4-3 **DEFAULT ELIGIBILITY RULES.** In applying the minimum age and service requirements under AA §4-1 above, the following default rules apply:

- **Year of Service.** An Employee earns a Year of Service for eligibility purposes upon completing 1,000 Hours of Service during an Eligibility Computation Period. Hours of Service are calculated based on actual hours worked during the Eligibility Computation Period.

- **Eligibility Computation Period.** If one Year of Service is required for eligibility, the Plan will determine subsequent Eligibility Computation Periods on the basis of Plan Years (see Section 2.03(a)(2)(i) of the Plan). If more than one Year of Service is required for eligibility, the Plan will determine subsequent Eligibility Computation Periods on the basis of Anniversary Years.

- **Break in Service Rules.** The One-Year Break in Service rule does NOT apply.

To override the default eligibility rules, complete the applicable sections of this AA §4-3. If this AA §4-3 is not completed, the default eligibility rules apply.

- ☐ (a) **Year of Service.** Instead of 1,000 Hours of Service, an Employee earns a Year of Service upon the completion of ____ Hours of Service during an Eligibility Computation Period.
- ☐ (b) **Eligibility Computation Period (ECP).** The Plan will use Anniversary Years, unless more than one Year of Service is required under AA §4-1(a), in which case the Plan will shift to Plan Years.
- ☐ (c) **Elapsed Time method.** [Note: Check this subsection (c) only if AA §4-1(a)(6) above is also checked.] Eligibility service will be determined under the Elapsed Time method. An Eligible Employee (as defined in AA §3-1) must complete a ____ month period of service to participate in the Plan. (See Section 2.03(a)(5) of the Plan.)
- ☐ (d) **Equivalency Method.** For purposes of determining an Employee's Hours of Service for eligibility, the Plan will use the Equivalency Method (as defined in Section 2.03(a)(4) of the Plan). The Equivalency Method will apply to:

☐ (1) All Employees.

☐ (2) Only Employees for whom the Employer does not maintain hourly records. For Employees for whom the Employer maintains hourly records, eligibility will be determined based on actual hours worked.

If this (d) is checked, Hours of Service for eligibility will be determined under the following Equivalency Method.

☐ (3) **Monthly.** 190 Hours of Service for each month worked.

☐ (4) **Weekly.** 45 Hours of Service for each week worked.

☐ (5) **Daily.** 10 Hours of Service for each day worked.

☐ (6) **Semi-monthly.** 95 Hours of Service for each semi-monthly period worked.

- ☐ (e) **One-Year Break in Service rule applies.** The One-Year Break in Service rule (as defined in Section 2.07(d) of the Plan) applies to temporarily disregard an Employee's service earned prior to a one-year Break in Service.

4-4 **EFFECTIVE DATE OF MINIMUM AGE AND SERVICE REQUIREMENTS.** The minimum age and/or service requirements under AA §4-1 apply to all Employees under the Plan. An Employee will participate as of his/her Entry Date, taking into account all service with the Employer, including service earned prior to the Effective Date.

To allow Employees hired on a specified date to enter the Plan without regard to the minimum age and/or service conditions, complete this AA §4-4.

- ☐ (a) **Automatic eligibility.** An Eligible Employee who is employed by the Employer on the following date will become eligible to enter the Plan without regard to the minimum age and/or service requirements, as set forth below.

☐ (1) the Effective Date (as designated in subsection (a) or (b) of the Employer Signature Page, as applicable)

☐ (2) the date the Plan is executed by the Employer (as indicated on the Employer Signature Page)

☐ (3) _____ [insert date]

An Eligible Employee who is employed on the designated date will become eligible to participate in the Plan without regard to the minimum age and service requirements under AA §4-1. If both minimum age and service conditions are not waived, select subsection (4) or (5) to designate which condition is waived under this AA §4-4.

☐ (4) This AA §4-4 only applies to minimum service requirements.

☐ (5) This AA §4-4 only applies to minimum age requirements.

- ☐ (b) **Describe special effective date provisions:** _____

[Note: An Employee who is employed as of the date described in this AA §4-4 will be eligible to enter the Plan as of such date unless a different Entry Date is designated under this subsection (b).]

4-5 **SERVICE WITH PREDECESSOR EMPLOYER.** If the Employer is maintaining the Plan of a Predecessor Employer, service with such Predecessor Employer is automatically counted for eligibility and vesting, unless the Employer otherwise provides in (c) below.

In addition, service with the following employers also will be counted for purposes of determining eligibility, vesting and benefit accruals under this Plan.

- ☐ (a) Identify employer(s): _____

- ☐ (b) Service with the following employer(s) will not apply for the following purposes under the Plan:
- ☐ (1) Service with the employer(s) listed in subsection(s) _____ under (a) above will not apply for eligibility.
 - ☐ (2) Service with the employer(s) listed in subsection(s) _____ under (a) above will not apply for vesting.
 - ☐ (3) Service with the employer(s) listed in subsection(s) _____ under (a) above will not apply for benefit accruals.
- [Note: If this subsection (b) is not checked, service with employers listed in subsection (a) will apply for all purposes under the Plan.]*

☐ (c) Describe any special provisions applicable to Predecessor Employer service: _____

4-6 **BREAKS IN SERVICE.** Generally, an Employee will be credited with all service earned with the Employer, including service earned prior to a Break in Service. To disregard service earned prior to a Break in Service for eligibility purposes, complete this AA §4-6.

- ☐ (a) If an Employee incurs at least one Break in Service, the Plan will disregard all service earned prior to such Break in Service for purposes of determining eligibility to participate.
- ☐ (b) If an Employee incurs at least ____ Breaks in Service, the Plan will disregard all service earned prior to such Break in Service for purposes of determining eligibility to participate. *[Note: Enter "0" if prior service will be disregarded for all rehired Employees.]*

SECTION 5 COMPENSATION DEFINITIONS

5-1 TOTAL COMPENSATION.

- (a) **Definition of Total Compensation.** Total Compensation is based on the definition set forth under this AA §5-1.

- ☒ (1) W-2 Wages
- ☐ (2) Code §415 Compensation
- ☐ (3) Wages under Code §3401(a)

[Note: For purposes of determining Total Compensation, each definition includes any amount which is contributed or deferred by the Employer at the election of the Employee and which is not includible in the gross income of the Employee by reason of Code §§125(a), 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k) or 457(b).]

- (b) **Exclusion of post-severance compensation from Total Compensation.** Total Compensation includes post-severance compensation of the Plan. For this purpose, severance pay is always excluded from the definition of Total Compensation. Other post-severance compensation paid within 2½ months after severance from employment with the Employer or the end of the Limitation Year that includes such date of severance from employment is included in Total Compensation, unless excluded under this subsection (b).

The following amounts paid after a Participant's severance from employment are excluded from Total Compensation for purposes of the Code §415 limitations.

- ☒ (1) **Unused leave payments.** Payment for unused accrued bona fide sick, vacation, or other leave, but only if the Employee would have been able to use the leave if employment had continued. The election under this subsection (1) only applies for purposes of the definition of Total Compensation used for determining a Participant's Code §415 limitation and does not apply for the conversion of unused leave payments to be included in Total Compensation for determining a Participant's Accrued Benefit.
- ☒ (2) **Deferred compensation.** Payments received by an Employee pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid to the Employee at the same time if the Employee had continued in employment and only to the extent that the payment is includible in the Employee's gross income.

[Note: Plan Compensation includes any post-severance compensation amounts that are includible in Total Compensation. The Employer may elect to exclude all compensation paid after severance of employment from the definition of Plan Compensation under AA §5-2(l) or may elect to exclude specific types of post-severance compensation from Plan Compensation under AA §5-2(l).]

- (c) **Continuation payments for disabled Participants.** Unless designated otherwise under this subsection, Total Compensation shall not include the post-severance compensation paid to a Participant who is permanently and totally disabled.
- ☐ **Payments to disabled Participants.** Total Compensation shall include post-severance compensation paid to a Participant who is permanently and totally disabled.

5-2 **PLAN COMPENSATION.** Plan Compensation is **Total Compensation** (as defined in AA §5-1 above) with the following exclusions described below.

- ☐ (a) No exclusions.
- ☐ (b) Elective Deferrals, pre-tax contributions to a cafeteria plan or a Code §457 plan, and qualified transportation fringes under Code §132(f)(4) are excluded.
- ☒ (c) All fringe benefits (cash and noncash), reimbursements or other expense allowances, moving expenses, deferred compensation, and welfare benefits are excluded.
- ☐ (d) Compensation above \$_____ is excluded.
- ☐ (e) Amounts received as a bonus are excluded.
- ☐ (f) Amounts received as commissions are excluded.
- ☐ (g) Overtime payments are excluded.
- ☐ (h) Amounts received for services performed for a non-signatory Related Employer are excluded.
- ☐ (i) "Deemed §125 compensation" as defined under Total Compensation.
- ☒ (j) Amounts received after termination of employment are excluded.
- ☐ (k) Differential Pay (as defined in Section 15.04 of the Plan)
- ☐ (l) Describe adjustments to Plan Compensation: _____

[Note: Any adjustments to Plan Compensation under this subsection (l) must be written in a manner that is definite and provides a definitely determinable benefit under the Plan as required under Treas. Reg. §1.401-1(a)(2).]

5-3 **DEFINITION OF AVERAGE COMPENSATION.** In applying the benefit formula selected under AA §6 (other than a uniform dollar formula or an Accumulation Plan formula), a Participant's Average Compensation is the average of the Participant's Plan Compensation (as defined in AA §5-2) during the Averaging Period that falls within the Participant's Employment Period, unless modified below:

- The Averaging Period consists of the three consecutive Measuring Periods which produce the highest Average Compensation.
- The Measuring Period is the Plan Year.
- The Employment Period is the Participant's entire period of employment.

☒ (a) **Averaging Period.** Instead of the default definition, the Averaging Period is:

- ☐ (1) _____ consecutive Measuring Periods which produce the highest Average Compensation.
- ☐ (2) _____ Measuring Periods (whether or not consecutive) which produce the highest Average Compensation.
- ☐ (3) the final _____ Measuring Periods included in the Employment Period.
- ☐ (4) all Measuring Periods included in the Employment Period.

☒ (5) (Describe) The Final 36 Measuring Periods in the Employment Period. If the final 36 months of employment include Measuring Period(s) during which no compensation is earned, compensation for said Measuring Period(s) shall be deemed equal to the average compensation earned in the 12 immediately prior Measuring Periods during which compensation was earned.

[Note: If the Fractional Accrual Method applies, a Participant's Normal Retirement Benefit is calculated by assuming the Participant will continue to earn his/her current Average Compensation annually until Normal Retirement Age (or the current year, if applicable), taking into account Average Compensation over no more than ten years immediately preceding the determination. AA §5-3(a) must be completed consistent with this requirement.]

- ☒ (b) **Measuring Period.** Instead of the Plan Year, the Measuring Period is:
- ☐ (1) the calendar year.
 - ☐ (2) the 12-month period ending on _____
 - ☒ (3) a calendar month.
- ☐ (c) **Employment Period.** Instead of the default definition, a Participant's Employment Period is:
- ☐ (1) The period which begins on the date the Participant's participation in the Plan commenced and ends in the current Plan Year.
 - ☐ (2) The period which begins on the first day of the Plan Year in which the Participant's participation in the Plan commenced and ends in the current Plan Year.
 - ☐ (3) The ___ consecutive Measuring Periods ending in the current Plan Year.
 - ☐ (4) The period measured from _____ through the end of the current Plan Year.
 - ☐ (5) Describe: _____
- [Note: A Participant's Employment Period must end in the current Plan Year and may not be shorter than the Averaging Period selected in subsection (a) above (or the Participant's entire period of employment, if shorter).]*
- ☐ (d) **Drop-Out Periods.** Compensation History does not include the following periods:
- ☐ (1) A Measuring Period in which the Participant terminates employment.
 - ☐ (2) A Measuring Period in which the Participant does not complete at least ___ Hours of Service.
 - ☐ (3) Describe: _____
- ☐ (e) **Participant with Employment Period shorter than the Averaging Period.** If a Participant terminates employment before completing the total months in the Averaging Period designated in subsection (a) above, instead of being based on the Employee's entire period of employment, Average Compensation shall be a monthly average equal to 12 times the Plan Compensation during the Employment Period divided by the number of months the Participant was employed.

SECTION 6
BENEFIT FORMULAS

- 6-1 **BENEFIT FORMULA.** A Participant's Accrued Benefit is determined under the following formula. Any benefit selected under this AA §6-1 must provide meaningful benefits within the meaning of Code §401(a)(26).
- ☐ (a) **Flat Benefit Formula.** ___% of each Participant's Average Compensation using the Fractional Accrual Method, as defined in Section 3.01(a) of the Plan.
- ☐ (1) The benefit is reduced pro rata for each Year of Credited Service less than 25 years.
 - ☐ (2) The benefit is reduced pro rata for each Year of Credited Service less than ___ years.
- ☒ (b) **Unit Benefit Formula.** In applying a Unit Benefit Formula under this subsection (b), the Unit Accrual Method applies, unless elected otherwise in subsection (d)(4) below. See Section 3.01(b) of the Plan.
- ☒ (1) **Uniform formula.** 1.50% of Average Compensation multiplied by Years of Credited Service.
- ☐ (i) Years of Credited Service above 25 will not be taken into account.
 - ☐ (ii) Years of Credited Service above ___ will not be taken into account.
- ☐ (2) **Tiered formula.** ___% of Average Compensation for the first ___ Years of Credited Service
- ☐ (i) plus ___% of Average Compensation for the next ___ Years of Credited Service.
 - ☐ (ii) plus ___% of Average Compensation for all remaining Years of Credited Service.
 - ☐ (A) Years of Credited Service above ___ will not be taken into account.
- ☐ (3) **Uniform dollar formula.** \$___ multiplied by Years of Credited Service.
- ☐ (i) Instead of Years of Credited Service, the formula under (3) will be applied based on the following units of service: _
 - ☐ (ii) Years of Credited Service above 25 will not be taken into account.

- ☐ (iii) Years of Credited Service (or other units of service if subsection (i) is selected) above ____ will not be taken into account.
- ☐ (4) **Multiple benefit formulas.** The following formulas will apply separately to the Employee groups designated below:
- (i) **Designated Employee groups.**
[Note: The Employee groups designated above must be clearly defined in a manner that will not violate the definite allocation formula requirement of Treas. Reg. §1.401-1(b)(1)(ii). The Employer may NOT name a specific individual or a finite group (such as Employees hired before a certain date) as to violate the permanency requirement under Treas. Reg. §1.401-1(b)(2).]
- (ii) **Benefit formulas.**
- ☐ (5) **Accumulation Plan.** The benefit formula selected under subsection (1) – (4) above applies separately for each Plan Year, using Plan Compensation for the Plan Year (instead of Average Compensation).
[Note: This subsection (5) only applies to the extent the benefit formula selected under this subsection (b) is based on Average Compensation.]
 If an Employee is a Participant for only a portion of a Plan Year, Plan Compensation includes:
- ☐ (i) only amounts earned for the portion of the Plan Year during which the Employee is a Participant.
- ☐ (ii) any amounts earned during the Plan Year, including amounts earned while the Employee is not a Participant.
- ☐ (c) **Fully Insured Plan.** If this subsection (c) is checked, the Plan is a Fully-Insured Plan. *[Note: An Employer may not combine a Cash Balance Plan with a Fully-Insured Plan.]*
- ☐ **Increase in benefits.** If this subsection is checked, the amount of retirement benefit provided by insurance or annuity contracts will not be provided or increased until the Participant's compensation is large enough to provide or increase the retirement benefit by the minimum amount specified below.
- ☐ (1) \$ ____ per month (not to exceed \$10).
- ☐ (2) \$ ____ per year (not to exceed \$120).
- ☐ (3) The amount necessary to increase the face amount of the pre-retirement death benefit under a contract by \$ ____ (not to exceed \$1,000).
- ☒ (d) **Operational rules for applying the benefit formula under (a) or (b) above.** Complete this subsection (d) to override the default provisions that apply for purposes of the benefit formulas under subsections (a) and (b) above.
- ☒ (1) **Year of Credited Service.** In applying the Accrued Benefit formula under (a) or (b) above, a Participant's Years of Credited Service are the Participant's Total Years of Accrual Service as modified (if any) by subsection (2) below. To modify the definition of Years of Credited Service, complete this subsection (1).
- ☐ (i) For purposes of determining Years of Credited Service under the Plan, service completed prior to ____ is disregarded.
- ☒ (ii) A Participant's Years of Credited Service are modified as follows: All Pre-Participation Service is taken into account in determining a Participant's Years of Credited Service. Periods of employment during which the Participant is scheduled to work less than 35 hours per week are excluded from Credited Service. If a Participant works less than the minimum hours required to earn Credited Service due to an approved leave of absence, medical leave or disability, such period of employment, up to a maximum of 12 months, will be included in Credited Service.
- ☒ (2) **Year of Accrual Service.** An Employee earns a Year of Accrual Service for each Accrual Computation Period during which the Employee is eligible to participate under the Plan and completes at least 1000 Hours of Service. To modify the definition of a Year of Accrual Service complete this subsection (2).
- ☐ (i) **Hours of service requirement.** Instead of 1,000 Hours of Service, an Employee must complete at least ____ Hours of Service during an Accrual Computation Period.
- ☐ (ii) **Partial Year of Accrual Service.** An Employee will receive credit for a partial Year of Accrual Service if the Employee completes at least ____ Hours of Service.
- ☐ (iii) **All Years of Service.** An Employee will be credited with a Year of Accrual Service for all years in which the Employee satisfies the requirements of this subsection (2), including years prior to becoming eligible to participate in the Plan, subject to any limitation under subsection (1)(ii), above.
- ☒ (iv) **Elapsed Time method.** A Year of Accrual Service will be determined under the Elapsed Time method.

- ☐ (v) **Equivalency Method.** A Year of Accrual Service will be determined under the Equivalency Method based on:
- ☐ (A) **Months.** 190 Hours of Service for each month worked.
 - ☐ (B) **Days.** 10 Hours of Service for each day worked.
 - ☐ (C) **Weeks.** 45 Hours of Service for each week worked.
 - ☐ (D) **Semi-monthly periods.** 95 Hours of Service for each semi-monthly period worked.
- ☐ (vi) A Participant's Years of Accrual Service are modified as follows: _____
- ☐ (3) **Accrual Computation Period.** Instead of the Plan Year, the Accrual Computation Period for determining a Year of Accrual Service is based on:
- ☐ (i) Anniversary Years.
 - ☐ (ii) (Specify) _____
- ☐ (4) **Use the Fractional Accrual Method** instead of the Unit Accrual Method for purposes of applying the formula under subsection (b) above. *[Note: If this subsection (4) is not selected and the Unit Benefit Formula is selected under subsection (b) above, the Plan will use the Unit Accrual Method.]*
- ☐ (5) **Offset by benefits under another plan.**
- ☐ (i) **Offset by benefits under a Defined Contribution Plan (Floor-Offset Plan).** A Participant's Accrued Benefit provided under this Plan is reduced by the Actuarial Equivalent of the vested Account Balance attributable to Employer Contributions under the following Defined Contribution Plan maintained by the Employer, as provided in Section 3.03 of the Plan.
Name of Defined Contribution Plan: _____
 - ☐ (ii) **Offset by benefits under another Defined Benefit Plan.** A Participant's Accrued Benefit provided under this Plan is offset by the Accrued Benefit under the following Defined Benefit Plan maintained by the Employer.
Name of Defined Benefit Plan: _____
- ☐ (6) **Normal Form of Benefit.** Distributions from the Plan will be determined with reference to the Normal Form of Benefit. Unless elected otherwise under this subsection (6), the Normal Form of Benefit is a Straight Life Annuity payable at the Participant's Normal Retirement Date. (See Section 8.01 of the Plan.)
- Instead of a Straight Life Annuity, the Normal Form of Benefit under the Plan is:
- ☐ (i) Single life annuity with a ____ year term certain
 - ☐ (ii) Joint and survivor benefit with 50% survivor benefit
 - ☐ (iii) Joint and survivor benefit with 100% survivor benefit
 - ☐ (iv) Other: _____
- [Note: Any normal form of benefit described under this subsection (iv) must not cause the plan to fail the definitely determinable requirement of Treas. Reg. §1.401-1(b)(1)(i). A Normal Form of Benefit other than a Straight Life Annuity could result in a violation of the limitations imposed by Code §415.]*
- ☐ (7) **Application of Compensation Limit.** In determining benefit accruals in Plan Years beginning after December 31, 2001, the annual compensation taken into account for determination periods beginning before January 1, 2002, shall be limited to:
- ☐ (i) \$200,000
 - ☐ (ii) \$150,000 for any determination period beginning in 1996 or earlier; \$160,000 for any determination period beginning in 1997, 1998, or 1999; and \$170,000 for any determination period beginning in 2000 or 2001.
- If neither box is checked, the \$200,000 limit shall apply.
- ☐ (8) **Other special provisions.** The following special provisions apply for determining a Participant's Accrued Benefit under the Plan: _____
- [Note: Any provision described in this subsection (8) must satisfy any rules applicable to Accrued benefits for Governmental Plans.]*

- ☐ (e) **Frozen Plan.** This Plan is a frozen Plan as set forth in AA §2-4. If a benefit formula is selected under this AA §6-1, such formula is frozen as of the date selected in AA §2-4 and no additional benefits will accrue after such date. (See Section 3.02 of the Plan.)

[Note: If this subsection (e) is checked, and a benefit formula is selected under this AA §6-1, such formula is frozen as of the date selected in AA §2-4. If this subsection (e) is checked, and no benefit formula is selected under this AA §6-1, the terms of the Plan in existence prior to the freeze date designated under AA §2-4 apply to determine the plan benefits for the period prior to such date. (See Section 3.02 of the Plan.)]

- 6-2 **EARLY RETIREMENT BENEFIT.** Unless designated otherwise under this AA §6-2, the Plan does not provide for an Early Retirement Benefit. If this AA §6-2 is selected, the Plan provides for an Early Retirement Benefit upon a Participant's attainment of Early Retirement Age (as defined in AA §7-3) equal to:

- ☐ (a) The Participant's Accrued Benefit, unreduced for early commencement.
- ☐ (b) The Actuarial Equivalent of the Participant's Accrued Benefit.
- ☐ (c) The Participant's Accrued Benefit, actuarially reduced for each year that the commencement of the Early Retirement Benefit precedes the Participant's Normal Retirement Date.

- 6-3 **LATE RETIREMENT BENEFIT.** Unless designated otherwise under subsection (b) below, if payments commence after a Participant's Normal Retirement Date, such benefits will be determined under Section 3.05(a) of the Plan (i.e., the greater of the Participant's Normal Retirement Benefit or Actuarial Equivalent benefit). Alternatively, if permitted under subsection (a) below, a Participant may elect to have the separate account rules apply, as described under Section 3.05(b) of the Plan.

- ☐ (a) A Participant may elect to have the Actuarial Equivalent of his/her Accrued Benefit segregated into a separate account (as described in Section 3.05(b) of the Plan) upon the Participant's reaching Normal Retirement Age while still employed with the Employer.

[Note: A new plan (as designated on the Employer Signature Page) may not select this subsection (a). Selection of this subsection (a) is also not permitted unless the Plan allowed for separate accounts prior to years beginning on or after the date the Plan is amended and restated for the Pension Protection Act of 2006. With respect to existing separate accounts, no new additions may be made by Participants.]

- ☒ (b) The following rules apply with respect to determining a Participant's Accrued Benefit that commences after Normal Retirement Age: Benefit based on final average monthly earnings and service as of Late Retirement.

[Note: Any provision described in this subsection (b) must satisfy any rules applicable to Accrued Benefits for Governmental Plans.]

- 6-4 **DISABILITY BENEFIT.** Unless designated otherwise under this AA §6-4, the Plan does not provide for a Disability Benefit.

- ☐ (a) **Disability benefit.** If this subsection (a) is selected, the Plan provides for a Disability Benefit upon a Participant's becoming Disabled (as defined in subsection (b) below) equal to:

- ☐ (1) The Participant's Normal Retirement Benefit, without reduction for early commencement.
- ☐ (2) The Actuarial Equivalent of the Participant's Accrued Benefit, as reduced for early commencement in accordance with Section 3.06 of the Plan.

- ☐ (b) **Definition of Disabled.** To determine whether a Participant is Disabled for purposes of this AA §6-4, the definition of Disabled under Section 1.32 of the Plan applies, unless an alternative definition of Disabled is selected under this subsection (b).

- ☐ Alternative definition of Disabled: _____
[Note: Any provision described above must satisfy any rules applicable to a definition of Disabled for Governmental Plans.]

- 6-5 **PRE-RETIREMENT DEATH BENEFIT.** A Participant who dies prior to his/her Annuity Starting Date is entitled to the following death benefit:

- ☐ (a) No death benefit.
- ☐ (b) The Present Value of the Participant's vested Accrued Benefit.
- ☐ (c) The proceeds of any insurance policies purchased on the Participant's life with the total death benefit not in excess of 100 times the Anticipated Monthly Retirement Benefit. The total face amount of the life insurance policies will be ____ (enter an amount not in excess of 100) times the Participant's Anticipated Monthly Retirement Benefit.
- ☐ (d) The greater of (b) or (c) above. The total face amount of the life insurance policies will be ____ (enter an amount not in excess of 100) times the Participant's Anticipated Monthly Retirement Benefit.

- ☐ (e) The death proceeds under any life insurance contracts purchased on the Participant's life plus the Theoretical ILP Reserve minus the cash value of any life insurance contracts under the Plan. (See Section 3.07(a)(3)(B) of the Plan for the definition of Theoretical ILP Reserve.) The face amount of the life insurance policies will be that purchasable by:
- ☐ (1) ___ % (not greater than 66 2/3) for whole (ordinary) life insurance
- ☐ (2) ___ % (not greater than 33 1/3) for term and/or universal life insurance
- of the Theoretical Contribution (as defined in Section 3.07(a)(3)(B) of the Plan).
- ☒ (f) Describe: Surviving spouse is entitled to an immediate monthly benefit equal to 50% of the Participant's vested accrued benefit at time of death. If the Participant is not survived by a spouse, but by minor dependent children, the survivor benefit will be paid to such children until they have attained the age of 18. Survivor benefit terminates upon the death or remarriage of the surviving spouse.

6-6 EMPLOYEE CONTRIBUTIONS.

- ☐ (a) **Mandatory After-Tax Employee Contributions.** In order to participate in the Plan, an Employee must make the following Mandatory After-Tax Employee Contributions each year as provided under Section 3.09(b) of the Plan.

☐ (1) ___ % of Plan Compensation

☐ (2) \$ ___

☐ (3) Describe: _____

[Note: Any provision described in this subsection (3) must satisfy any rules applicable to Mandatory After-Tax Employee Contributions for Governmental Plans.]

- ☐ (b) **Voluntary Employee Contributions.** If this subsection (b) is checked, an Employee may make voluntary Employee Contributions under the Plan. Any Employee Contributions will be held in a separate account as provided in Section 3.09(a).

For this purpose, an Employee may not make Voluntary Employee Contributions in excess of the following amounts for any Plan Year:

☐ (1) ___ % of Plan Compensation

☐ (2) \$ ___

☐ (3) Describe: _____

[Note: Any provision described in this subsection (3) must satisfy any rules applicable to voluntary Employee contributions for Governmental Plans.]

- ☐ (c) **Employer Pick-Up Contributions.** Each Participant will be required to make a Pick-up Contribution to the Plan equal to the amount specified under this subsection (c). Any amounts contributed pursuant to this subsection (c) will be picked up by the Employer pursuant to Code §414(h) and will be treated as Employer Contributions under the Plan. Such contributions and earnings thereon will be 100% vested at all times. (See Section 3.08 of the Plan.)

☐ (1) The following amounts will be contributed to the Plan as an Employer Pick-Up Contribution:

☐ (i) ___ % of Plan Compensation.

☐ (ii) \$ ___ per pay period.

☐ (2) Special rules applicable to Employer Pick-Up Contributions: _____

[Note: Any Employer Pick-Up Contributions made under this subsection (c) must satisfy the requirements of Section 3.08 of the Plan and must provide for a definitely determinable benefit. The Employer Pick-Up Contribution formula may not be created from scratch and may not name a specific individual or finite group (such as Employees hired before a certain date). In addition, the formula may not be designed to be or include a Code §414(k) account, a "Drop" or similar provision, or, if a Cash Balance Plan, as a Fully-Insured Plan.]

SECTION 7 RETIREMENT AGES AND DATES

7-1 NORMAL RETIREMENT AGE.

- (a) **Normal Retirement Age.** The Normal Retirement Age under the Plan is:

☒ (1) Age 65 (not less than 55 or greater than 65).

☐ (2) The later of age ____ (not less than 55 or greater than 65) or the ____ (not to exceed 5th) anniversary of the first day of the Plan Year in which the Employee commenced participation in the Plan.

☐ (3) Describe: _____

[Note: The Normal Retirement Age selected in this subsection (a) must be reasonably representative of the typical retirement age for the industry in which the Plan Participants work. A Normal Retirement Age of at least age 62 is deemed to be reasonable while a Normal Retirement Age under age 55 is presumed not to satisfy this requirement unless facts and circumstances show otherwise. Whether a Normal Retirement Age between 55 and 62 satisfies this requirement depends on the facts and circumstances. A Governmental Plan must comply with the final Normal Retirement Age regulations under Treas. Reg. §1.401(a)-1, as amended, effective for Annuity Starting Dates occurring in Plan Years beginning on or after the later of the two dates described in IRS Notice 2012-29. The Employer may use AA §7-1(a)(3), for example, to describe a reasonable Normal Retirement Age that is between age 55 and 62 that takes into account service as well as age.]

☐ (b) **Special provisions.** The following special rules apply with respect to the amendment of the Normal Retirement Age.

7-2 NORMAL RETIREMENT DATE.

☐ (a) The date the Participant attains Normal Retirement Age.

☒ (b) The first day of the month coinciding with or next following the date the Participant attains Normal Retirement Age.

☐ (c) The first day of the Plan Year coinciding with or next following the date the Participant attains Normal Retirement Age.

☐ (d) The first day of the Plan Year nearest to the date the Participant attains Normal Retirement Age.

☐ (e) Describe: _____

[Note: Any provision described in this subsection (e) must satisfy any rules applicable to Normal Retirement Date for Governmental Plans.]

7-3 EARLY RETIREMENT AGE.

☒ (a) There is no Early Retirement Age under the Plan.

☐ (b) A Participant reaches Early Retirement Age if he/she is still employed after attainment of each of the following:

☐ (1) Attainment of age ____

☐ (2) The completion of ____ Years of Credited Service (as defined in AA §6-1(d)(1))

7-4 EARLY RETIREMENT DATE.

☒ (a) The Plan does not provide for an Early Retirement Date.

☐ (b) The date the Participant attains Early Retirement Age.

☐ (c) The first day of the month coinciding with or first following the date the Participant attains Early Retirement Age.

☐ (d) The first day of the Plan Year coinciding with or next following the date the Participant attains Early Retirement Age.

SECTION 8 VESTING

8-1 **VESTING OF EMPLOYER CONTRIBUTIONS.** The Accrued Benefits authorized under AA §6 will vest in accordance with the vesting schedule designated under AA §8-2 and AA §8-3, as applicable.

8-2 **VESTING SCHEDULE.** The normal vesting schedule under the Plan is as follows. See Section 7.02(a) of the Plan for a description of the various vesting schedules under this AA §8-2.

☒ (a) **Vesting schedule:**

☐ (a) Full and immediate vesting.

☐ (b) Three-year cliff vesting schedule

☒ (c) Five-year cliff vesting schedule

☐ (d) Six-year graded vesting schedule

☐ (e) Seven-year graded vesting

☐ (f) Modified vesting schedule

___% after 1 Year of Service

___% after 2 Years of Service

___% after 3 Years of Service

___% after 4 Years of Service

___% after 5 Years of Service

___% after 6 Years of Service

___% after 7 Years of Service

___% after 8 Years of Service

___% after 9 Years of Service

___% after 10 Years of Service

☐ (b) Special provisions applicable to vesting schedule: ___

[Note: As a Governmental Plan, the Plan is not subject to the requirements of Code §411 and may modify the vesting schedule, provided the Plan satisfies the requirements of Code §§401(a)(4) and (7) as in effect before the enactment of ERISA. For this purpose, the modified vesting schedule must be at least as favorable as one of the following safe harbor vesting schedules:

- (i) 15-year cliff vesting schedule. The Participant is fully vested after 15 years of creditable service. Service can be based on years of employment, years of participation or other creditable years of service.
- (ii) 20-year graded vesting schedule. The Participant is fully vested based on a graded vesting schedule of 5 to 20 years of creditable service. Service can be based on years of employment, years of participation or other creditable years of service.
- (iii) 20-year cliff vesting for qualified public safety employees. Participant is fully vested after 20 years of creditable service. Service can be based on years of employment, years of participation or other creditable years of service. The safe harbor schedule is available only with respect to the vesting schedule applicable to a group in which substantially all of the participants are qualified public safety employees (within the meaning of Code §72(t)(10)(B).]

8-3 **VESTING SERVICE.** In applying the vesting schedules under this AA §8, the following service with the Employer is excluded.

☒ (a) None, all service with the Employer counts for vesting purposes.

☐ (b) Service before the original Effective Date of this Plan is excluded.

☐ (c) Service completed before the Employee's ___ birthday is excluded.

8-4 **VESTING UPON DEATH, DISABILITY OR EARLY RETIREMENT AGE.** An Employee's vesting percentage increases to 100% if, while employed with the Employer, the Employee

☐ (a) dies

☐ (b) terminates employment due to becoming Disabled

☐ (c) reaches Early Retirement Age

8-5 **MODIFICATION OF DEFAULT VESTING RULES.** In applying the vesting requirements under this AA §8, the following default rules apply. *[Note: As a Governmental Plan, the Plan is not subject to the requirements of Code §411 and may modify the vesting schedule, provided the Plan satisfies the requirements of Code §§401(a)(4) and (7) as in effect before the enactment of ERISA. For this purpose, the modified vesting schedule must be at least as favorable as one of the following safe harbor vesting schedules:*

- (i) 15-year cliff vesting schedule. The Participant is fully vested after 15 years of creditable service. Service can be based on years of employment, years of participation or other creditable years of service.

- (ii) 20-year graded vesting schedule. The Participant is fully vested based on a graded vesting schedule of 5 to 20 years of creditable service. Service can be based on years of employment, years of participation or other creditable years of service.
- (iii) 20-year cliff vesting for qualified public safety employees. Participant is fully vested after 20 years of creditable service. Service can be based on years of employment, years of participation or other creditable years of service. The safe harbor schedule is available only with respect to the vesting schedule applicable to a group in which substantially all of the participants are qualified public safety employees (within the meaning of Code §72(t)(10(B)).]
- **Year of Service.** An Employee earns a Year of Service for vesting purposes upon completing 1,000 Hours of Service during a Vesting Computation Period. Hours of Service are calculated based on actual hours worked during the Vesting Computation Period.
- **Vesting Computation Period.** The Vesting Computation Period is the Plan Year.
- **Break in Service Rules.** The One-Year Break in Service rule does NOT apply. (See Section 7.07 of the Plan.)

To override the default vesting rules, complete the applicable sections of this AA §8-5. If this AA §8-5 is not completed, the default vesting rules apply.

- ☐ (a) **Year of Service.** Instead of 1,000 Hours of Service, an Employee earns a Year of Service upon the completion of ____ Hours of Service during a Vesting Computation Period.
 - ☐ (b) **Vesting Computation Period (VCP).** Instead of the Plan Year, the Vesting Computation Period is:
 - ☐ (1) The 12-month period beginning with the anniversary of the Employee's date of hire.
 - ☐ (2) Describe: _____

[Note: Any Vesting Computation Period described in this subsection (2) must be a 12-consecutive month period and must apply uniformly to all Participants.]
 - ☒ (c) **Elapsed Time method.** Vesting service will be determined under the Elapsed Time method. (See Section 7.03(b) of the Plan.)
 - ☐ (d) **Equivalency Method.** For purposes of determining an Employee's Hours of Service for vesting, the Plan will use the Equivalency Method (as defined in Section 7.03(a)(2) of the Plan). The Equivalency Method will apply to:
 - ☐ (1) All Employees.
 - ☐ (2) Only to Employees for whom the Employer does not maintain hourly records. For Employees for whom the Employer maintains hourly records, vesting will be determined based on actual hours worked.

If this subsection (d) is checked, Hours of Service for vesting will be determined under the following Equivalency Method.

 - ☐ (3) **Monthly.** 190 Hours of Service for each month worked.
 - ☐ (4) **Daily.** 10 Hours of Service for each day worked.
 - ☐ (5) **Weekly.** 45 Hours of Service for each week worked.
 - ☐ (6) **Semi-monthly.** 95 Hours of Service for each semi-monthly period.
 - ☐ (e) **Special vesting provisions.** No special vesting provisions apply unless designated under this subsection (f): _____
- [Note: As a Governmental Plan, the Plan is not subject to the requirements of Code §411 and may modify the vesting schedule, provided the Plan satisfies the requirements of Code §§401(a)(4) and (7) as in effect before the enactment of ERISA.]

8-6 **BREAKS IN SERVICE.** Generally, an Employee will be credited with all service earned with the Employer, including service earned prior to a Break in Service. To disregard service earned prior to a Break in Service for vesting purposes, complete this AA §8-6.

- ☐ (a) If an Employee incurs at least one Break in Service, the Plan will disregard all service earned prior to such Break in Service for purposes of determining vesting under the Plan.
 - ☐ (b) If an Employee incurs at least ____ consecutive Breaks in Service, the Plan will disregard all service earned prior to such consecutive Breaks in Service for purposes of determining vesting under the Plan.
 - ☐ (c) Describe any special rules for applying the vesting Break in Service rules: _____
- [Note: Any special rules under this subsection (c) must be definitely determinable.]

SECTION 9
DISTRIBUTION PROVISIONS – TERMINATION OF EMPLOYMENT

9-1 **AVAILABLE FORMS OF DISTRIBUTION.** Upon termination of employment, a Participant may elect to receive a distribution of his/her vested Accrued Benefit in the following alternative forms. Any alternative forms of distribution selected under this AA §9-1 will be in addition to the Qualified Joint and Survivor Annuity.

- ☒ (a) Straight Life Annuity.
- ☐ (b) Life annuity with a term certain feature.
- ☐ (1) 5-year ☐ (2) 10-year ☐ (3) Other term _____
- ☐ (c) Lump sum distribution of entire vested Accrued Benefit.
- ☐ (d) Single sum distribution of a portion of vested Accrued Benefit.
- ☐ (e) Installments for a specified term.
- ☐ (1) 5-year ☐ (2) 10-year ☐ (3) Other term _____
- ☐ (f) Installments for in-service required minimum distributions only.
- ☒ (g) Describe: Life Annuity with 10 years Certain and Continuous, 50% Contingent Annuitant, 100% Contingent Annuitant.
[Note: Any distribution option described in this subsection (g) will apply uniformly to all Participants under the Plan.]

9-2 **PARTICIPANT AND SPOUSAL CONSENT.**

- ☒ (a) **Involuntary Cash-Out Distribution.** A Participant who terminates employment with a vested Account Balance of \$5,000 or less will receive an Involuntary Cash-Out Distribution, unless elected otherwise under this AA §9-2. If a Participant's vested Account Balance exceeds \$5,000, the Participant generally must consent to a distribution from the Plan, except to the extent provided otherwise under this AA §9-2. See Sections 8.05 of the Plan for additional rules regarding the Participant consent requirements under the Plan.
- ☒ (1) **No Involuntary Cash-Out Distributions.** The Plan does not provide for Involuntary Cash-Out Distributions. A terminated Participant must consent to any distribution from the Plan. (See Section 14.02(b) of the Plan for special rules upon Plan termination.)
- ☐ (2) **Involuntary Cash-Out Distribution threshold.** A terminated Participant will receive an Involuntary Cash-Out Distribution only if the Participant's vested Account Balance is less than or equal to \$_____.
- ☐ (3) **Application of Automatic Rollover rules.** The Automatic Rollover rules described in Section 8.07 of the Plan do not apply to any Involuntary Cash-Out Distribution below \$1,000, unless elected otherwise under this subsection (3). If this subsection (3) is checked, the Automatic Rollover provisions apply to all Involuntary Cash-Out Distributions (including those below \$1,000).
- ☐ (4) **Distribution upon attainment of stated age.** Participant consent will not be required with respect to distributions made upon attainment of Normal Retirement Age (or age 62, if later), regardless of the value of the Participant's vested Account Balance.
- ☐ (5) **Treatment of Rollover Contributions.** Unless elected otherwise under this (5), Rollover Contributions will be excluded in determining whether a Participant's vested Account Balance exceeds the Involuntary Cash-Out threshold for purposes of applying the distribution rules under this AA §9 and the Automatic Rollover provisions under Section 8.07 of the Plan. To include Rollover Contributions in determining whether a Participant's vested Account Balance exceeds the Involuntary Cash-Out threshold, check this (5).
- ☒ (b) **Spousal consent.** Spousal consent is not required for a Participant to receive a distribution or name an alternate beneficiary, unless designated otherwise under this subsection (b).
- ☐ (1) **Distribution consent.** A Participant's Spouse must consent to any distribution or loan, provided the Participant's vested Account Balance exceeds \$_____.
- ☒ (2) **Beneficiary consent.** A Participant's Spouse must consent to naming someone other than the Spouse as beneficiary under the Plan.
- ☐ (c) **Describe any special rules affecting Participant or Spousal consent:** _____
[Note: Any special rules under this subsection (c) must be definitely determinable.]

9-3 **TIMING OF DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT.**

- (a) **Distribution of present value of vested Accrued Benefit exceeding \$5,000.** A Participant who terminates employment with a present value of vested Accrued Benefit exceeding \$5,000 may receive a distribution of his/her vested Accrued Benefit in any form permitted under AA §9-1 within a reasonable period following:

- ☐ (1) the date the Participant terminates employment.
☐ (2) the last day of the Plan Year during which the Participant terminates employment.
☐ (3) the first Valuation Date following the Participant's termination of employment.
☒ (4) attainment of Normal Retirement Age, death or becoming Disabled.
☐ (5) Describe: _____

[Note: Any distribution event described in this subsection (5) will apply uniformly to all Participants under the Plan.]

- (b) **Distribution of present value of vested Accrued Benefit not exceeding \$5,000.** A Participant who terminates employment with a present value of vested Accrued Benefit that does not exceed \$5,000 shall receive a lump sum distribution of his/her vested Accrued Benefit within a reasonable period following:

- ☒ (1) the date the Participant terminates employment.
☐ (2) the last day of the Plan Year during which the Participant terminates employment.
☐ (3) the first Valuation Date following the Participant's termination of employment.
☐ (4) attainment of Normal Retirement Age, death or becoming Disabled.
☐ (5) Describe: _____

[Note: Any distribution event described in this subsection (5) will apply uniformly to all Participants under the Plan.]

9-4 **DISTRIBUTION UPON DISABILITY.**

- (a) **Termination of Disabled Employee.** A Participant who terminates employment on account of becoming Disabled may receive a distribution of his/her vested Accrued Benefit in the same manner as a regular distribution upon termination, unless provided otherwise under this AA §9-4(a).

- ☐ (1) Distribution will be made as soon as reasonable following the date the Participant terminates on account of becoming Disabled.
☐ (2) Distribution will be made as soon as reasonable following the last day of the Plan Year during which the Participant terminates on account of becoming Disabled.
☒ (3) Describe: The Plan does not provide a disability benefit.

[Note: Any distribution event described in this subsection (3) will apply uniformly to all Participants under the Plan.]

- (b) **Definition of Disabled.** A Participant is treated as Disabled if such Participant satisfies the conditions in Section 1.32 of the Plan.

To override this default definition, check below and insert the definition of Disabled to be used under the Plan.

- ☐ Alternative definition of Disabled: _____

9-5 **SPECIAL RULES.**

- (a) **Availability of Involuntary Cash-Out Distributions.** A Participant who terminates employment with a present value of his/her vested Accrued Benefit of \$5,000 or less will receive an Involuntary Cash-Out Distribution, subject to the Automatic Rollover provisions under Section 8.07 of the Plan.

Alternatively, an Involuntary Cash-Out Distribution will be made to the following terminated Participants.

- ☒ (1) **No Involuntary Cash-Out Distributions.** The Plan does not provide for Involuntary Cash-Out Distributions. A terminated Participant must consent to any distribution from the Plan.
☐ (2) **Lower Involuntary Cash-Out Distribution threshold.** A terminated Participant will receive an Involuntary Cash-Out Distribution only if the present value of the Participant's vested Accrued Benefit is less than or equal to:

☐ (i) \$1,000

☐ (ii) \$ _____

- (b) **Application of Automatic Rollover rules.** The Automatic Rollover rules described in Section 8.07 of the Plan do not apply to any Involuntary Cash-Out Distribution below \$1,000 (to the extent available under the Plan).

To override this default provision, check this subsection (b).

- ☐ Check this (b) to apply the Automatic Rollover provisions under Section 8.07 of the Plan to all Involuntary Cash-Out Distributions (including those below \$1,000).

- (c) **Treatment of Rollover Contributions.** Unless elected otherwise under this (c), Rollover Contributions will be excluded in determining whether a Participant's vested Accrued Benefit exceeds the Involuntary Cash-Out threshold for purposes of applying the distribution rules under this AA §9 and Section 8.07(a) of the Plan. To include Rollover Contributions for purposes of applying the Plan's distribution rules, check below.

- ☐ In determining whether a Participant's vested Accrued Benefit exceeds the Involuntary Cash-Out threshold, Rollover Contributions will be included.

[Note: This subsection (c) should be checked if a lower Involuntary Cash-Out Distribution is selected in subsection (a)(2) above in order to avoid the Automatic Rollover provisions described in Section 8.07 of the Plan. Failure to check this subsection (c) could cause the Plan to be subject to the Automatic Rollover provisions if a Participant receives a distribution attributable to Rollover Contributions that exceeds \$1,000.]

- (d) **Distribution upon attainment of stated age.** A Participant must consent to a distribution from the Plan at any time prior to attainment of the Participant's Required Beginning Date.

To allow for involuntary distribution upon attainment of Normal Retirement Age (or age 62, if later), check below.

- ☐ A distribution from the Plan will be made to a terminated Participant without the Participant's consent, regardless of the present value of such Participant's vested Accrued Benefit, upon attainment of Normal Retirement Age (or age 62, if later).

SECTION 10

IN-SERVICE DISTRIBUTIONS AND REQUIRED MINIMUM DISTRIBUTIONS

- 10-1 **AVAILABILITY OF IN-SERVICE DISTRIBUTIONS.** A Participant may withdraw all or any portion of his/her vested Accrued Benefit, to the extent designated under this AA §10-1.

- ☒ (a) No in-service distributions are permitted.
☐ (b) Attainment of Normal Retirement Age.
☐ (c) Attainment of age _____ [may not be less than age 62].

[Note: This subsection (c) is not effective for any Plan Year beginning before January 1, 2007.]

- 10-2 **SPECIAL DISTRIBUTION RULES.** No special distribution rules apply, unless specifically provided under this AA §10-2.

- ☐ (a) A Participant may take no more than _____ (must be less than 10) in-service distribution(s) in a Plan Year.
☐ (b) A Participant may not take an in-service distribution of less than \$ _____.

- 10-3 **REQUIRED DISTRIBUTIONS AFTER DEATH.** If a Participant dies before distributions begin and there is a Designated Beneficiary, the Participant or Beneficiary may elect on an individual basis whether the 5-year rule or the life expectancy method described under Sections 10.04(b) of the Plan apply. (See Section 10.04(b)(2) of the Plan for rules regarding the timing of an election authorized under this AA §10-3.)

Alternatively, if selected below, any death distributions to a Designated Beneficiary will be made under the 5-year rule (as described in Section 10.04(b)(1)(ii) of the Plan).

- ☐ The five-year rule applies (instead of the life expectancy method) to all distributions.

SECTION 11
MISCELLANEOUS PROVISIONS

11-1 **ACTUARIAL EQUIVALENT.** In determining the equivalent value of different optional forms of distribution, the Plan will use the following actuarial equivalence conditions. The Plan will use the Plan Year as the Stability Period and use as a Lookback Month the first calendar month preceding the first day of the Stability Period, unless designated otherwise under subsection (b) and/or (c) below. (See Section 1.05 of the Plan for a discussion of the rules that apply to determining actuarial equivalence under the Plan.) [Note: If the Plan is a Fully Insured Plan, complete AA §11-1(a)(5).]

☒ (a) **Determining actuarial equivalence.** When determining the actuarial equivalence of alternative forms of distribution, the Plan will use the following actuarial assumptions:

☒ (1) Pre-benefit commencement interest rate: 6.00%

☒ (2) Post-benefit commencement interest rate: 6.00%

☒ (3) Pre-benefit commencement mortality: IRS 2011 Applicable Mortality Table

☒ (4) Post-benefit commencement mortality: IRS 2011 Applicable Mortality Table

☐ (5) **Insurance or annuity contract.** Actuarial equivalence will be determined using the interest and mortality assumptions under the following insurance or annuity contract:

☐ (i) Contract name/number: _____

☐ (ii) Company that issued the contract: _____

☐ (iii) Date of issuance: _____

☐ (iv) Special provisions: _____

☐ (b) **Stability Period.** Instead of using the Plan Year as the Stability Period, the Plan will use the following Stability Period:

☐ (1) Plan Year quarter

☐ (2) Calendar quarter

☐ (3) Calendar month

☐ (4) Calendar year

☒ (c) **Lookback Month.** Instead of the first calendar month preceding the first day of the Stability Period, the Lookback Month is the:

☒ (1) second

☐ (2) third

☐ (3) fourth

☐ (4) fifth

calendar month preceding the first day of the Stability Period. (See Section 1.95 of the Plan.)

11-2 **SPECIAL RULES FOR APPLYING THE CODE §415 BENEFIT LIMITATION.** The provisions under Section 5 of the Plan apply for purposes of applying the Code §415 limit on benefits under the Plan.

Complete this AA §11-2 to override the default provisions that apply in determining the Code §415 benefit limitation under Section 5 of the Plan.

☐ (a) **Limitation Year.** Instead of the Plan Year, the Limitation Year is the 12-month period ending ____.

[Note: If the Plan has a short Plan Year for the first year of establishment, the Limitation Year is deemed to be the 12-month period ending on the last day of the short Plan Year, unless provided otherwise in subsection (d).]

- (b) **Year of service for determining Highest Average Compensation.** In determining a Participant's Highest Average Compensation (as defined in Section 5.06(g) of the Plan) for purposes of applying the Code §415 benefit limitation under Section 5 of the Plan, years of service are determined based on the Plan Year.

To designate a different period for determining years of service for this purpose, complete this subsection (b).

- ☐ Instead of the Plan Year, a year of service for purposes of determining a Participant's Highest Average Compensation under Section 5.06(g) of the Plan is:

☐ (1) the calendar year.

☐ (2) the 12-month period ending on _____.

- (c) **Automatic increase of Maximum Permissible Benefit.** In determining the Maximum Permissible Benefit under Section 5 of the Plan, the Defined Benefit Compensation Limitation (as defined in Section 5.06(c) of the Plan) and the Defined Benefit Dollar Limitation (as defined in Section 5.06(d) of the Plan) are automatically adjusted beginning with the first Limitation Year following a Participant's severance of employment, in accordance with Code §415(d).

To override this default provision so that no automatic adjustment applies with respect to the Defined Benefit Compensation Limitation and/or the Defined Benefit Dollar Limitation, complete subsections (1) and/or (2) below.

☐ (1) The Defined Benefit Compensation Limitation and/or

☐ (2) The Defined Benefit Dollar Limitation

will not be automatically adjusted under Code §415(d) following a Participant's severance of employment. (See Sections 5.06(c) and (d) of the Plan.)

- (d) **Code §415 benefit limitation.** If the Employer maintains another plan in which any Participant is a participant, the rules set forth under Section 5.03 of the Plan apply.

To modify the default provisions under Section 5.03 of the Plan, designate how such rules will apply.

- ☐ Instead of applying the default rules under Section 5.03 of the Plan, the Employer will determine the Code §415 benefit limitation in the following manner: _____

[Note: Any method designated above must provide for the proper reduction of any Excess Amounts and must preclude Employer discretion.]

- (e) **Special rules.** Instead of the default provisions under Section 5 of the Plan, the following rules apply: _____

11-3 **ELECTION NOT TO PARTICIPATE.** (See Section 2.08 of the Plan.) All Participants who satisfy the accrual requirements will receive an accrual under this Plan and no Employee may waive out of Plan participation.

To allow Employees to make a waiver, check below.

- ☐ An Employee may make an election not to participate under the Plan at any time prior to the time the Employee first becomes eligible to participate under the Plan.

APPENDIX A
SPECIAL EFFECTIVE DATES

- ☐ A-1 **Eligible Employees.** The definition of Eligible Employee under AA §3 is effective as follows:
- ☐ A-2 **Minimum age and service conditions.** The minimum age and service conditions and Entry Date provisions specified in AA §4 are effective as follows:
- ☐ A-3 **Compensation definitions.** The compensation definitions under AA §5 are effective as follows:
- ☐ A-4 **Accrued Benefits.** The Accrued Benefits provisions under AA §6 are effective as follows:
- ☐ A-5 **Retirement ages.** The retirement age provisions under AA §7 are effective as follows:
- ☐ A-6 **Vesting and forfeiture rules.** The rules regarding vesting and forfeitures under AA §8 are effective as follows:
- ☐ A-7 **Distribution provisions.** The distribution provisions under AA §9 are effective as follows:
- ☐ A-8 **In-service distributions and Required Minimum Distributions.** The provisions regarding in-service distribution and Required Minimum Distributions under AA §10 are effective as follows:
- ☐ A-9 **Miscellaneous provisions.** The provisions under AA §11 are effective as follows:
- ☐ A-10 **Special effective date provisions for merged plans.** If any qualified retirement plans have been merged into this Plan, the provisions of Section 14.04 of the Plan apply, except as follows:
- ☐ A-11 **Other special effective dates:**
- ☐ A-12 **Special Effective Dates for Restated PPA Plans.** The IRS allows the use of a separate effective dates to memorialize plan operational changes that have occurred after the general effective date of the plan and the actual plan restatement adoption date. Adopting Employers may use the above Special Effective Date options (A-1 through A-11) to memorialize these changes or they may use this A-12. If the adopting Employer uses this A-12, the changes will be part of the Plan, but will not be reflected in the SPD or plan summary:

[Note: Any prior Plan provisions included in this Appendix A must have been subject to a prior Determination, Opinion or Advisory Letter and may not address an issue which is not permitted to be approved in a Volume Submitter plan.]

APPENDIX B
LOAN POLICY

B-1 Are **PARTICIPANT LOANS** permitted? (See Section 13 of the Plan.)

☐ (a) Yes.

☒ (b) No.

[Note: Participant loans are not available if this Plan is a Fully Insured Plan (as designated in AA §6-I(c)).]

B-2 **LOAN PROCEDURES.**

☐ (a) Loans will be provided under the default loan procedures set forth in Section 13 of the Plan, unless modified under this Appendix B.

☐ (b) Loans will be provided under a separate written loan policy. [If this subsection (b) is checked, do not complete the remainder of this Appendix B.]

B-3 **LOAN LIMITS.** The default loan policy under Section 13.03 of the Plan allows Participants to take a loan provided all outstanding loans do not exceed 50% of the Participant's vested Accrued Benefit. To override the default loan policy to allow loans up to \$10,000, even if greater than 50% of the Participant's vested Accrued Benefit, check box below.

☐ A Participant may take a loan equal to the greater of \$10,000 or 50% of the Participant's vested Accrued Benefit.

[Note: If this AA §B-3 is checked, the Participant may be required to provide adequate security as required under Section 13.06 of the Plan.]

B-4 **NUMBER OF LOANS.** The default loan policy under Section 13.04 of the Plan restricts Participants to one loan outstanding at any time. To override the default loan policy and permit Participants to have more than one loan outstanding at any time, complete subsection (a) or (b) below.

☐ (a) A Participant may have ___ loans outstanding at any time.

☐ (b) There are no restrictions on the number of loans a Participant may have outstanding at any time.

B-5 **INTEREST RATE.** The default loan policy under Section 13.05 of the Plan provides for an interest rate commensurate with the interest rates charged by local commercial banks for similar loans. To override the default loan policy and provide a specific interest rate to be charged on Participant loans, complete this AA §B-5.

☐ (a) The prime interest rate

☐ (1) plus ___ percentage point(s).

☐ (b) Describe: _____

[Note: Any interest rate described in this subsection (b) must be reasonable and will apply uniformly to all Participants.]

B-6 **MINIMUM LOAN AMOUNT.** The default loan policy under Section 13.04 of the Plan provides that a Participant may not receive a loan of less than \$1,000. To modify the minimum loan amount, complete subsection (a) or (b) below.

☐ (a) There is no minimum loan amount.

☐ (b) The minimum loan amount is \$_____.

B-7 **PURPOSE OF LOAN.** The default loan policy under Section 13.02 of the Plan provides that a Participant may receive a Participant loan for any purpose. To modify the default loan policy to restrict the availability of Participant loans, complete subsection (a) or (b) below.

☐ (a) A Participant may only receive a Participant loan upon the demonstration of a hardship event, as defined in Treas. Reg. §1.401(k)-1(d)(3)(iii)(B).

☐ (b) A Participant may only receive a Participant loan under the following circumstances: _____

APPENDIX C
ADMINISTRATIVE ELECTIONS

Use this Appendix C to identify certain elections dealing with the administration of the Plan. These elections may be changed without re-executing this Agreement by substituting an updated Appendix C with new elections.

C-1 ROLLOVER CONTRIBUTIONS. Does the Plan accept Rollover Contributions?

☐ (a) Yes

☒ (b) No

[Note: The Employer may designate in separate written procedures the extent to which it will accept rollovers from designated plan types. For example, the Employer may decide not to accept rollovers from certain designated plans (e.g., 403(b) plans, §457 plans or IRAs).]

C-2 LIFE INSURANCE. Are life insurance investments permitted? (See Section 6 of the Plan.)

☐ (a) Yes (See Section 6.01 of the Plan for rules regarding life insurance investments.)

☒ (b) No

C-3 QDRO PROCEDURES. Do the default QDRO procedures under Section 11.05 of the Plan apply?

☐ (a) Yes

☒ (b) No

EMPLOYER SIGNATURE PAGE

PURPOSE OF EXECUTION. This Signature Page is being executed for Berwick Township, Adams County Non-Police Pension Plan to effect:

- ☐ (a) The adoption of a new plan, effective _____ [Insert Effective Date of Plan.] [Note: Date can be no earlier than the first day of the first Plan Year in which the Plan is adopted.]
- ☒ (b) The restatement of an existing plan in order to comply with the requirements of PPA.
- (1) Effective date of restatement: 1-1-2019. [Note: Date can be no earlier than January 1, 2008. Section 14.01(d)(1) of Plan provides for retroactive effective dates for all PPA and other provisions. Thus, a current effective date may be used under this subsection (1) without jeopardizing reliance.]
- (2) Name of plan(s) being restated: Berwick Township, Adams County Non-Police Pension Plan
- (3) The original effective date of the plan(s) being restated: 1-1-1999
- ☐ (c) An amendment or restatement of the Plan (other than to comply with PPA). If this Plan is being amended, a snap-on amendment may be used to designate the modifications to the Plan or the updated pages of the Adoption Agreement may be substituted for the original pages in the Adoption Agreement. All prior Employer Signature Pages should be retained as part of this Adoption Agreement.
- (1) Effective Date(s) of amendment/restatement: _____
- (2) Name of plan being amended/restated: _____
- (3) The original effective date of the plan being amended/restated: _____
- (4) If Plan is being amended, identify the Adoption Agreement section(s) being amended: _____

VOLUME SUBMITTER SPONSOR INFORMATION. The Volume Submitter Sponsor will inform the Employer of any amendments made to the Plan and will notify the Employer if it discontinues or abandons the Plan. To be eligible to receive such notification, the Employer agrees to notify the Volume Submitter Sponsor of any change in address. The Employer may direct inquiries regarding the Plan or the effect of the Favorable IRS Letter to the Volume Submitter Sponsor (or authorized representative) at the following location:

Name of Volume Submitter Sponsor: Summit Financial Corporation

Address: 300 Ballardvale Street, Wilmington, MA 01887

Telephone number: 781-229-9500

IMPORTANT INFORMATION ABOUT THIS VOLUME SUBMITTER PLAN. A failure to properly complete the elections in this Adoption Agreement or to operate the Plan in accordance with applicable law may result in disqualification of the Plan. This Adoption Agreement #001 shall only be used in conjunction with Basic Plan Document #07. The Employer may rely on the Favorable IRS Letter issued by the National Office of the Internal Revenue Service to the Volume Submitter Sponsor as evidence that the Plan is qualified under Code §401, to the extent provided in Rev. Proc. 2015-36. The Employer may not rely on the Favorable IRS Letter in certain circumstances or with respect to certain qualification requirements, which are specified in the Favorable IRS Letter issued with respect to the Plan and in Rev. Proc. 2015-36.

By signing this Adoption Agreement, the Employer intends to adopt the provisions as set forth in this Adoption Agreement and the related Plan document. The Employer understands that the Volume Submitter Sponsor has no responsibility or liability regarding the suitability of the Plan for the Employer's needs or the options elected under this Adoption Agreement. It is recommended that the Employer consult with legal counsel before executing this Adoption Agreement.

Berwick Township, Adams County
(Name of Employer)

Dean A. Hawbaker
(Name of authorized representative)

Dean A. Hawbaker
(Signature)

Sec Treas.
(Title)

3-9-20
(Date)

TRUSTEE DECLARATION

☐ Check this box and do not complete the remainder of this Trustee Declaration if the Plan is a Fully Insured Plan.

Effective date of Trustee Declaration: 1-1-2019

The Trustee's investment powers are:

- ☐ (a) **Discretionary.** The Trustee has discretion to invest Plan assets, unless specifically directed otherwise by the Plan Administrator, the Employer, an Investment Manager or other Named Fiduciary or, to the extent authorized under the Plan, a Plan Participant.
- ☐ (b) **Nondiscretionary.** The Trustee may only invest Plan assets as directed by the Plan Administrator, the Employer, an Investment Manager or other Named Fiduciary or, to the extent authorized under the Plan, a Plan Participant.
- ☒ (c) **Determined under a separate trust agreement.** The Trustee's investment powers are determined under a separate trust document which replaces (or is adopted in conjunction with) the trust provisions under the Plan.

[Note: To qualify as a Volume Submitter Plan, any separate trust document used in conjunction with this Plan must be approved by the Internal Revenue Service. Any such approved trust agreement is incorporated as part of this Plan and must be attached hereto. The responsibilities, rights and powers of the Trustee are those specified in the separate trust agreement. If this (c) is checked, the Trustee need not sign or date this Trustee Declaration.]