

**PENNSYLVANIA MUNICIPAL RETIREMENT SYSTEM  
DEFINED BENEFIT PLAN  
Adoption Agreement 001**

The undersigned, \_\_\_\_\_, **Pennsylvania** (“Municipality”), by executing this Adoption Agreement 001, elects to establish its own single employer plan within the meaning of Code Section 401(a) in the Pennsylvania Municipal Retirement System (the “System”) and hereby adopts the accompanying Base Plan Document and Trust documents in full as if the Municipality were a signatory to those agreements. The Municipality makes the following elections granted under the provisions of the Base Plan Document..

**TYPE OF PLAN ADOPTION**

- New Plan Effective Date:** \_\_\_\_\_  
(Effective date of newly-adopted Plan. Date cannot be earlier than the first day of the initial Plan Year)
- Restatement Effective Date:** \_\_\_\_\_  
(Effective date of this Plan document which restates and supersedes previous PMRS Plan document or Original Plan document. Date cannot be earlier than (1) the first day of the 2008 Plan Year; or (2) the first day of the first Plan Year of the PMRS Plan or Original Plan as applicable.)
- PMRS Plan Effective Date:** \_\_\_\_\_  
(Effective date of Plan initially administered by PMRS and restated under this document.)
- Original Plan Effective Date:** \_\_\_\_\_  
(Effective date of Plan initially administered by Municipality or third party administrator or PMRS and restated under this document.)

**ARTICLE I: DEFINITIONS**

Any capitalized terms used in this Adoption Agreement but not defined herein shall be given the meaning set forth in the Base Plan Document and Trust.

**1.23 COMPENSATION.**

The total amount of all payments, direct or indirect, made by the Municipality to an Member for services rendered to the Municipality, for a calendar year which ends within a Plan Year, as defined in Code Section 3401(a) for purposes of tax withholding at the source (as reported to the Employee on Form W-2 for such year). Compensation shall include before-tax or salary deferral contributions made to this Plan or any other plan of the Municipality, under a Code Section 132(f)(4) qualified transportation plan or under Code Sections 125, 402(g)(3), 457 or 414(h), on behalf of a Member for such Plan Year. The term Compensation shall **exclude** the following (select all exclusions):

- Overtime (as defined under the Fair Labor Standards Act)
- Bonus Payments (Regular)
- Bonus Payments (Special)
- Unused Accrued Leave Payments  
(if unused accrued leave is included for purposes of Compensation, it should be excluded for purposes of calculation of Credited Service under Section 1.24)
- Unused Sick Leave Payments  
(if unused sick leave is included for purposes of Compensation, it should be excluded for purposes of calculation of Credited Service under Section 1.24)
- Payments under the “The Pennsylvania Workmen’s Compensation Act”

Incentive Payments  
 Education Incentive Payments  
 Longevity Payments  
 Payments in Lieu of Offered Benefits  
 Allowance for Meals  
 Allowance for Clothing and/or Equipment  
 All other Compensation except regular salary not otherwise enumerated in the Base Plan Document or in this Adoption Agreement  
 Other (Specify Short Name) : \_\_\_\_\_  
 Definition: \_\_\_\_\_

**1.24 CREDITED SERVICE.**

Method of Measurement (Select One)

Hours of Service Method

Elapsed Time Method

Adjustments to Credited Service

Maximum years of Credited Service

**Include Exclude**

Maximum Years: \_\_\_\_\_

Unused sick leave

(converted to Credited Service under the following formula) :

(if included for purposes of Credited Service, should be excluded for purposes of Compensation under Section 1.23)

Unused annual leave

(converted to Credited Service under the following formula):

(if included for purposes of Credited Service, should be excluded for purposes of Compensation under Section 1.23)

Worker's Compensation Leave

Service as Employee before the Municipality's PMRS Plan Enrollment Date

Service as Employee before the Original Plan Effective Date

Service as Employee under the non-PMRS Original Plan

Service as Employee before the terminated Prior Plan of Municipality

Service as Employee under the terminated Prior Plan of Municipality

Service as Employee after the terminated Prior Plan of Municipality

Name of terminated Prior Plan: \_\_\_\_\_

Service as Employee before the merged Prior Plan of Municipality

Service as Employee under the merged Prior Plan of Municipality

Service as Employee after the merged Prior Plan of Municipality

Name of merged Prior Plan: \_\_\_\_\_

**1.34 ELIGIBILITY SERVICE.**

Method of Measurement (Select One)

Hours of Service Method

Elapsed Time Method

**1.35 EMPLOYEE.**

Plan Type (Select one)

Municipal Police Officers

Municipal Firefighters

Non-Uniform Municipal Employees (Select all that apply)

Eligible Employees for Mandatory Membership (Select all that apply)

Full-time Employees not subject to a collective bargaining agreement with a bargaining unit authorized with the Municipality

Defined as regularly scheduled to perform at least \_\_\_\_\_ (\_\_\_\_) Hours of Service per week

Full-time Employees subject to a collective bargaining agreement with one of the specified bargaining units below authorized with the Municipality:

Defined as regularly scheduled to perform at least \_\_\_\_\_ (\_\_\_\_) Hours of Service per week

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

Elected Officials (Employee employed exclusively by virtue of election and employed concurrent with a term of office)

Temporary Employees (Employee expressly hired for a definite period less than \_\_\_\_\_ (\_\_\_\_) months (must be less than twelve (12))

Seasonal Employees (Employee expressly hired for a specific task for a duration of less than twelve (12) months)

Part-time Employees regularly scheduled for \_\_\_\_\_ (\_\_\_\_) or more hours per week

Eligible Employees for Optional Membership/Employee Election (Select all that apply)

No Eligible Employees

Elected Officials (Employees employed exclusively by virtue of election and employed concurrent with a term of office)

Temporary Employees (Employee expressly hired for a definite period less than \_\_\_\_\_ (\_\_\_\_) months (must be less than twelve (12))

Seasonal Employees (Employee expressly hired for a specific task for a duration of less than twelve (12) months)

Part-time Employees regularly scheduled for \_\_\_\_\_ (\_\_\_\_) or more hours per week

Ineligible Employees

All individuals not otherwise identified as Eligible Employees in this Section  
Individuals specified as follows:

(Category cannot be age or service-based and cannot name specific individuals or a finite group)  
The average annual annualized Compensation earned and paid during the:

**1.38 FINAL AVERAGE SALARY.** (Select One)

The average annual annualized Compensation earned and paid during the:

Average Monthly Compensation

\_\_\_\_\_ (\_\_\_\_) consecutive calendar months of the most recent \_\_\_\_\_ (\_\_\_\_)  
consecutive calendar months of Credited Service which produces the highest Final Average Salary

Average Annual Compensation

\_\_\_\_\_ (\_\_\_\_) consecutive calendar years of the most recent \_\_\_\_\_ (\_\_\_\_)  
consecutive calendar years of Credited Service which produces the highest Final Average Salary

Final Monthly Compensation

\_\_\_\_\_ (\_\_\_\_) most recent consecutive calendar months of Credited Service  
which determines the Final Average Salary

**1.41 HOURS OF SERVICE.**

An Employee shall be awarded a Year of Service upon completion of \_\_\_\_\_ (\_\_\_\_) Hours  
of Service.

(The number of Hours of Service cannot exceed 2,000.) .

**1.61 NORMAL RETIREMENT AGE (Applicable to In-Service Distributions)**

In-Service Distributions Not Allowed

In-Service Distributions Allowed in Accordance with Section 10.05  
(Continuing Employment after Normal Retirement Age)

In-Service Distributions Allowed in Accordance with Section 10.06  
(Re-employment after Benefit Commencement Date)

Normal Retirement Age for Allowable In-Service Distributions

Eligible Employees (Select all that apply below)

Date the Member attains age sixty-five (65)

Date the Member attains age sixty-two (62)

The later of the date:

Member attains age sixty (60) and

Member completes five (5) Years of Vesting Service

The later of the date:

Member attains age fifty-five (55) and

Member completes ten (10) Years of Vesting Service

Date the Member's age plus completed Years of Vesting Service equals or exceeds eighty (80)

Date the Member's age plus completed Years of Vesting Service equals or exceeds \_\_\_\_\_ (\_\_\_\_) (The numerical value shall not be less than eighty (80))

Date the Member completes twenty-five (25) Years of Vesting Service  
(Must be combined with one of the other options)

To use the three options below, the date the Member meets the specified conditions cannot be greater than the date the member attains age 65 nor less than the date the member attains age 55 and, in any event, may not be less than the representative typical retirement date for such Member's occupation.

Date the Member attains age \_\_\_\_\_ (\_\_\_\_):

The later of the date:

Member attains age \_\_\_\_\_ (\_\_\_\_)

Member completes \_\_\_\_\_ (\_\_\_\_) Years of Vesting Service

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

Police Officers, Firefighters and other qualified public safety employees as defined under Code Section 72(t)(10) have the following additional options (Select all that apply below)

Date the Member attains age fifty (50)

Date the Member completes twenty (20) Years of Vesting Service

Date the Member's age plus completed Years of Vesting Service equals or exceeds seventy (70)

Date the Member's age plus completed Years of Vesting Service equals or exceeds \_\_\_\_\_ (\_\_\_\_) (The numerical value shall not be less than seventy (70))

To use the three options below, the date the Member meets the specified conditions cannot be greater than the date the member attains age 65 nor less than the date the member attains age 50 and, in any event, may not be less than the representative typical retirement date for such Member's occupation.

Date the Member attains age \_\_\_\_\_ (\_\_\_\_):

The later of the date:

Member attains age \_\_\_\_\_ (\_\_\_\_)

Member completes \_\_\_\_\_ (\_\_\_\_) Years of Vesting Service

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

**(Normal Retirement Age designation cannot be earlier than Superannuation Retirement Pension eligibility under Section 5.01.)**

**1.69 PLAN.**

Plan name as adopted by the Municipality:

**Defined Benefit Plan**

**1.70 PLAN ENTRY DATE.**

Employee's Employment Commencement Date  
After Completion of Eligibility Criteria under Section 2.01

- First day
- First day of the following month
- First day of the following calendar year quarter
- First day of following calendar year
- Other:

\_\_\_\_\_  
(Option must be completed in a manner that results in Member entering Plan on the earlier of: (i) the first day of the plan year beginning after the date on which the employee has met the minimum age and service requirements; or (ii) six month after the date the requirements are met.)

**1.71 PLAN YEAR**

The Plan Year shall be the:  
Calendar Year  
Twelve month period beginning \_\_\_\_\_ and ending \_\_\_\_\_

**1.97 VESTING SERVICE.**

Method of Measurement (Select One)

- Hours of Service Method
- Elapsed Time Method

Adjustments to Vesting Service

**Include   Exclude**

- Service as Employee before the Municipality's PMRS Plan Enrollment Date
- Service as Employee before the Original Plan Effective Date
- Service as Employee under the non-PMRS Original Plan
- Service as Employee before the terminated Prior Plan
- Service as Employee under the terminated Prior Plan
- Service as Employee after the terminated Prior Plan  
Name of terminated Prior Plan: \_\_\_\_\_
- Service as Employee before the merged Prior Plan
- Service as Employee under the merged Prior Plan
- Service as Employee after the merged Prior Plan  
Name of merged Prior Plan: \_\_\_\_\_

**ARTICLE II: MEMBERSHIP**

**2.01 MEMBERSHIP ELIGIBILITY.**

Eligibility Date (Select One)

Employee’s Employment Commencement Date

Date on which the Employee completes \_\_\_\_\_ (\_\_\_\_) months of Eligibility Service

Date on which the Employee completes \_\_\_\_\_ (\_\_\_\_) days of Eligibility Service

Other date (specify): \_\_\_\_\_

(Service requirements cannot exceed twelve (12) months.)

**ARTICLE III: MUNICIPALITY CONTRIBUTIONS**

**3.03 TIME OF PAYMENT OF CONTRIBUTION.**

Contribution Remittance (Select One)

On an annual basis (not later than December 31)

At the same time and frequency of Member’s contributions as specified in Section 4.01 or Section 4.02

**ARTICLE IV: MEMBER CONTRIBUTIONS**

**4.01 MEMBER PRE-TAX PICK-UP CONTRIBUTIONS.**

Contribution Requirement (Select One)

Not Required

Required in an amount equal to \_\_\_\_\_ percent (\_\_\_\_%) of Compensation

Contribution Remittance (Select One)

On a payroll basis

Per Weekly Period

Per Bi-Weekly Period

Per Semi-Monthly Period

Per Monthly Period

Per Other Period: \_\_\_\_\_

On a monthly basis

On a quarterly basis

**4.02 MEMBER AFTER-TAX CONTRIBUTIONS.**

Contribution Requirement (Select all that apply)

Not Permitted

Required in an amount equal to \_\_\_\_\_ percent (\_\_\_\_) of Compensation (Section 4.02(a))

Contribution Remittance (Select One)

On a payroll basis

Per Weekly Period

Per Bi-Weekly Period

Per Semi-Monthly Period

Per Monthly Period

Per Other Period: \_\_\_\_\_

On a monthly basis

On a quarterly basis

**4.03 OTHER MEMBER CONTRIBUTIONS.**

Service Purchase Contributions (Select one)

Not Permitted

Permitted

Prior Plan Transfer Contributions (Select one)

Not Permitted

Permitted

Prior Plan Termination Contributions (Select one)

Not Permitted

Permitted

(Such contributions shall be subject to the limits on the purchased Permissive Service Credit (including Non-Qualified Service Credit) set forth in Article XI of the Base Plan Document.)

**4.08 REPAYMENT OF MEMBER ACCOUNT.**

Minimum Repayment Amount (Select one)

An amount not less than \_\_\_\_\_ percent ( \_\_\_\_%) of the previously refunded amount including interest

An amount equal to the lesser of (a): the repayment for one (1) year of Credited Service or (b): 100% of the previously refunded amount including interest

Repayment Time Period (Select one)

At any time between the Member's Reemployment Commencement Date and the Member's subsequent Termination of Employment

Repayment (not to exceed five (5) years) must be made within (complete only one) :

\_\_\_\_\_ (\_\_\_\_) days of the Member's Reemployment Commencement Date

\_\_\_\_\_ (\_\_\_\_) months of the Member's Reemployment Commencement Date

\_\_\_\_\_ (\_\_\_\_) years of the Member's Reemployment Commencement Date



## ARTICLE V: SUPERANNUATION RETIREMENT PENSION

### 5.01 OFFERING OF SUPERANNUATION RETIREMENT PENSION.

Eligible Employees (Select all that apply below)

Date the Member attains age sixty-five (65)

Date the Member attains age sixty-two (62)

The later of the date:

Member attains age sixty (60) and

Member completes five (5) Years of Vesting Service

The later of the date:

Member attains age fifty-five (55) and

Member completes ten (10) Years of Vesting Service

Date the Member's age plus completed Years of Vesting Service equals or exceeds eighty (80)

Date the Member's age plus completed Years of Vesting Service equals or exceeds \_\_\_\_\_ (\_\_\_\_) (The numerical value shall not be less than eighty (80))

Date the Member completes twenty-five (25) Years of Vesting Service  
(Must be combined with one of the other options)

To use the three options below, the date the Member meets the specified conditions cannot be greater than the date the member attains age 65 nor less than the date the member attains age 55 and, in any event, may not be less than the representative typical retirement date for such Member's occupation.

Date the Member attains age \_\_\_\_\_ (\_\_\_\_):

The later of the date:

Member attains age \_\_\_\_\_ (\_\_\_\_)

Member completes \_\_\_\_\_ (\_\_\_\_) Years of Vesting Service

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

Police Officers, Firefighters and other qualified public safety employees as defined under Code Section 72(t)(10) shall have the following additional options (Select all that apply below)

Date the Member attains age fifty (50)

Date the Member completes twenty (20) Years of Vesting Service

Date the Member's age plus completed Years of Vesting Service equals or exceeds seventy (70)

Date the Member's age plus completed Years of Vesting Service equals or exceeds \_\_\_\_\_ (\_\_\_\_) (The numerical value shall not be less than seventy (70))

To use the three options below, the date the Member meets the specified conditions cannot be greater than the date the member attains age 65 nor less than the date the member attains age 50 and, in any event, may not be less than the representative typical retirement date for such Member's occupation.

Date the Member attains age \_\_\_\_\_ (\_\_\_\_):

The later of the date:

Member attains age \_\_\_\_\_ (\_\_\_\_)

Member completes \_\_\_\_\_ (\_\_\_\_) Years of Vesting Service

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

**5.02 AMOUNT OF SUPERANNUATION RETIREMENT PENSION.**

Shall be calculated using the following Pension Benefit Formula(s):

For Basic Benefit (Select all that apply)

Maximum Annual Benefit Amount

\_\_\_\_\_ percent (\_\_\_\_ %) of Member Final Average Salary

Single Tiered Formula (Unit Credit Plan)

Member Final Average Salary multiplied by \_\_\_\_\_ percent (\_\_\_\_ %) multiplied by the Member Years of Credited Service

Fixed amount of \_\_\_\_\_ dollars (\$\_\_\_\_) multiplied by the Member Years of Credited Service

Multi-Tiered Formula (Unit Credit Plan)

Member Final Average Salary multiplied by \_\_\_\_\_ percent (\_\_\_\_ %) multiplied by the Member Years of Credited Service during the period \_\_\_\_\_ to \_\_\_\_\_

Member Final Average Salary multiplied by \_\_\_\_\_ percent (\_\_\_\_ %) multiplied by the Member Years of Credited Service during the period \_\_\_\_\_ to \_\_\_\_\_

Member Final Average Salary multiplied by \_\_\_\_\_ percent (\_\_\_\_ %) multiplied by the Member Years of Credited Service during the period \_\_\_\_\_ to \_\_\_\_\_

For Service Increment Benefit (Select one)

Not Permitted

Two and one half percent (2.5%) of the Basic Benefit multiplied by completed Years of Credited Service in excess of twenty-five (25) subject to a maximum Service Increment Benefit of one-thousand two hundred dollars (\$1,200) annually

Two and one half percent (2.5%) of the Basic Benefit multiplied by completed Years of Credited Service in excess of twenty-five (25) subject to a maximum Service Increment Benefit of one-thousand two hundred dollars (\$1,200) annually for each year of applicable Credited Service up to a maximum five (5) additional years of such Credited Service

Fixed dollar amount of one-thousand two hundred dollars (\$1,200) annually after completion of one (1) Year of Credited Service in excess of twenty-five (25)

**(Benefit accrual rate must be no less than 0.5% of Final Average Salary per year of Credited Service inclusive of Service Increment Benefit, if any)**

**5.04 INVOLUNTARY/VOLUNTARY LUMP SUM PAYMENT OF SUPERANNUATION RETIREMENT PENSION.**

Involuntary Lump Sum Payment (Amounts less than \$5,000)

Required

Not Required

Voluntary Lump Sum Payment (Amounts less than \$5,000)

Permitted

Not Permitted

**ARTICLE VI: EARLY RETIREMENT PENSION**

**6.01 OFFERING OF EARLY RETIREMENT PENSIONS.**

The Plan offers: (Select all that apply)

No Early Retirement Pension

An Unreduced Early Retirement Pension

A Reduced Early Retirement Pension

**6.02 ELIGIBILITY FOR EARLY RETIREMENT PENSION.**

For Unreduced Early Retirement Pension (Select all that apply)

Date the Member attains \_\_\_\_\_ (\_\_\_\_) years of age

Date the Member completes \_\_\_\_\_ (\_\_\_\_) years of Vesting Service

Date the Member age plus the Member Years of Vesting Service equals or exceeds \_\_\_\_\_ (\_\_\_\_)

The later of the date:

Member attains \_\_\_\_\_ (\_\_\_\_) years of age

Member completes \_\_\_\_\_ (\_\_\_\_) years of Vesting Service

Date the Member is involuntarily terminated  
(provided that the Member has at least eight (8) years of Vesting Service)

For Reduced Early Retirement Pension (Select all that apply)

Date the Member attains \_\_\_\_\_ (\_\_\_\_) years of age

Date the Member completes \_\_\_\_\_ (\_\_\_\_) years of Vesting Service

Date the Member age plus the Member Years of Vesting Service equals or exceeds \_\_\_\_\_ (\_\_\_\_)

The later of the date:

Member attains \_\_\_\_\_ (\_\_\_\_) years of age

Member completes \_\_\_\_\_ (\_\_\_\_) years of Vesting Service

Date the Member is involuntarily terminated  
(provided that the Member has at least eight (8) years of Vesting Service)

**(Eligibility criteria selected must be earlier than eligibility criteria for Superannuation Retirement Pension under Section 5.01.)**

**6.03 AMOUNT OF EARLY RETIREMENT PENSION.**

For Reduced Early Retirement Pension/Pension Benefit Reduction Factors (Select one)

Pension benefit reduction for each month between the Benefit Commencement Date and the Member Superannuation Retirement Date

Actuarial Reduction using Actuarial Equivalence as defined in Section 1.04 of the Base Plan Document

Annual rate of \_\_\_\_\_ percent (\_\_\_\_\_%)

Other reductive factor or schedule (must be uniform to all Members) (specify):

**ARTICLE VII: DISABILITY PENSION**

**7.01 OFFERING OF DISABILITY PENSION.**

The Plan offers: (Select all that apply)

No Disability Pension

Disability Pension

Service-Connected Disability Pension

**7.02 ELIGIBILITY FOR DISABILITY PENSION.**

For Disability Pension: (Select all that apply)

Member's Plan Entry Date

Date the Member attains \_\_\_\_\_ (\_\_\_\_) years of age Date the

Member completes \_\_\_\_\_ (\_\_\_\_) years of Vesting Service

The later of the date:

Member attains \_\_\_\_\_ (\_\_\_\_) years of age

Member completes \_\_\_\_\_ (\_\_\_\_) years of Vesting Service

For Service Connected Disability Pension: (Select all that apply)

Member's Plan Entry Date

Date the Member attains \_\_\_\_\_ (\_\_\_\_) years of age

Date the Member completes \_\_\_\_\_ (\_\_\_\_) years of Vesting Service

The later of the date:

Member attains \_\_\_\_\_ (\_\_\_\_) years of age

Member completes \_\_\_\_\_ (\_\_\_\_) years of Vesting Service

**7.03 AMOUNT OF DISABILITY PENSION.**

For Disability Pension (Select all that apply)

Benefit Formula:

\_\_\_\_\_ percent ( \_\_\_\_%) of Final Average Salary

\_\_\_\_\_ percent ( \_\_\_\_%) of Superannuation Retirement Pension calculated to reflect the Member's Final Average Salary and Credited Service as of the date of Disability.

Adjustments/Reductions to the Benefit Payments:

No adjustments or reductions

Payments under the "The Pennsylvania Workmen's Compensation Act"

Payments under the "The Pennsylvania Occupational Disease Act"

Payments under the Social Security Disability Insurance (SSDI) Program

For Service Connected Disability Pension (Select all that apply)

Benefit Formula:

\_\_\_\_\_ percent ( \_\_\_\_%) of Final Average Salary

\_\_\_\_\_ percent ( \_\_\_\_%) of Superannuation Retirement Pension calculated to reflect the Member's Final Average Salary and Credited Service as of the date of Disability.

Adjustments/Reductions to the Benefit Payments:

No adjustments or reductions

Payments under the "The Pennsylvania Workmen's Compensation Act"

Payments under the "The Pennsylvania Occupational Disease Act"

Payments under the Social Security Disability Insurance (SSDI) Program

**ARTICLE VIII: DEFERRED VESTED PENSION**

**8.04 COMPUTATION AND PAYMENT OF DEFERRED VESTED PENSION.**

Involuntary Lump Sum Payment (Amounts less than \$5,000)

Permitted

Not Permitted

Voluntary Lump Sum Payment (Amounts less than \$5,000)

Permitted

Not Permitted

**8.05 VESTING SCHEDULE.**

100% Vested upon Plan Entry Date	
100% Vested upon Specified Years of Vesting Service	<b>% Vested</b>
Less than _____ ( ____ ) years of Vesting Service	0%
Equal to or greater than _____ ( ____ ) years of Vesting Service	100%
(Not to exceed fifteen (15) years of Vesting Service)	
Percent Vested upon Completed Years of Vesting Service	<b>% Vested</b>
_____ ( _____ ) years	_____ %
_____ ( _____ ) years	_____ %
_____ ( _____ ) years	_____ %
_____ ( _____ ) years	_____ %
_____ ( _____ ) years	_____ %
_____ ( _____ ) years	_____ %
(Not to exceed twenty (20) years of Vesting Service)	

**ARTICLE IX: DEATH BENEFITS**

**9.01 PRE-RETIREMENT DEATH BENEFIT.**

Offering of Pre-Retirement Death Benefit

Not Offered (Distribution of Minimum Death Benefit only)

Offered to a Member who has met the requirements: (Select all that apply)

    To receive a Superannuation Retirement Pension under Section 5.01

    To receive an Early Retirement Pension under Section 6.02

    Of minimum Vesting Service under Section 8.05

    Completion of \_\_\_\_\_ ( \_\_\_\_\_ ) Years of Vesting Service under Section 8.05

**ARTICLE X: PAYMENT OF RETIREMENT BENEFIT – NORMAL & OPTIONAL FORMS OF DISTRIBUTION**

**10.01 NORMAL FORM OF BENEFIT.**

Single Life Annuity for the life of the Member

Single Life Annuity with 50% Spouse/Minor Children Survivor

    Payable for the life of the Member, and one-half the monthly amount payable for the life of the Spouse or Minor Children as applicable following the death of the Member.

Single Life Annuity with 100% Spouse/Minor Children Survivor

    Payable for the life of the Member, and the same monthly amount payable for the life of the Spouse or Minor Children as applicable following the death of the Member.

(All Normal Form payments shall be adjusted as appropriate to comply with Code Section 415(b))

## **10.02 OPTIONAL FORMS OF BENEFIT.**

The optional forms of benefit offered to the Member.

Single Life Annuity with Minimum Net Present Value.

Single life annuity with guaranteed total payment equal to the Actuarial Equivalence of straight life annuity determining as Benefit Commencement Date

Single Life Annuity with Ten (10) Years of Certain Payments

Payable for the life of the Member, with a minimum 120 monthly payments if the Member death occurs prior to 120 monthly payments being paid to the Member

Single Life Annuity with Twenty (20) Years of Certain Payments

Payable for the life of the Member, with a minimum 240 monthly payments if the Member death occurs prior to 240 monthly payments being paid to the Member

Joint Life Annuity with 50% Survivor Annuitant Benefit

Payable for both the life of the Member and the Survivor Annuitant, with the Survivor Annuitant receiving 50% of the monthly benefit that had been received by the Member

Joint Life Annuity with 100% Survivor Annuitant Benefit

Payable for both the life of the Member and the Survivor Annuitant, with the Survivor Annuitant receiving 100% of the monthly benefit that had been received by the Member

Lump Sum Payment of Employee Contributions and Excess Interest Investment Account with a Normal or Optional Form of Annuity Benefit

The Normal or Optional Form of Benefit will be actuarially reduced in an amount equal to the lump sum payment.

**10.03 COST OF LIVING ADJUSTMENT.**

Offering of Cost of Living Adjustment (“COLA”)

Not Offered

Offered at the Discretion of the Municipality

An ad hoc, one-time adjustment elected by the Municipality and implemented with a Plan amendment or addendum specifying the COLA amount, the eligible payees and the beginning adjustment date.

Offered upon allocation of Excess Interest under Section 15.10

Proportionately by Monthly Retirement Benefit (equal percentage)

In Equal Dollar Amounts per Eligible Payee

Offered on a Continuing Basis and Applied Every \_\_\_\_\_ (\_\_\_\_) Year(s)

Fixed applied rate in the amount of \_\_\_\_\_ percent (\_\_\_\_%)

Adjustable rate in an amount equal to the most recent calendar year annual change in the Consumer Price Index (“CPI COLA”)

Maximum and Minimum Limits on CPI COLA

No Maximum and Minimum Limits

Maximum and Minimum Annual Limits Follows: (Select all that apply)

Maximum limit of \_\_\_\_\_ percent (\_\_\_\_%)

Minimum limit of \_\_\_\_\_ percent (\_\_\_\_%)

Maximum Cumulative Limits Based on: (Select all that apply)

\_\_\_\_\_ percent (\_\_\_\_%) of Final Average Salary

\_\_\_\_\_ percent (\_\_\_\_%) of Initial Monthly Retirement Benefit

\_\_\_\_\_ percent (\_\_\_\_%) of Simple Addition of COLA Percentage Rates

Payees Eligible for COLA (Select all that apply)

All Retired Members

Retired Members having Retired on or before: \_\_\_\_\_ (insert date)

Retired Members having Retired on or after: \_\_\_\_\_ (insert date)

Other Eligibility for Retired Members: **Having a balance in an Excess Interest Account in accordance with Section 15.10**

**10.05 CONTINUATION OF EMPLOYMENT AFTER NORMAL RETIREMENT AGE.**

A Member continuing as an Employee (as defined in Section 1.34 of this Adoption Agreement) after Normal Retirement Age:

May elect to Retire and commence payment of Superannuation Retirement Benefit without a Severance from Credited Service or a Termination of Employment

Shall not be able to commence Superannuation Retirement Benefit without a Termination of Employment or Retirement



**10.06 REEMPLOYMENT OF RETIRED MEMBER.**

After Reemployment Commencement Date as an Employee (as defined in Section 1.34), the Retired Member:

Shall elect to continue or cease receiving his Accrued Benefit

Shall cease receiving his Accrued Benefit

**ARTICLE XI: MISCELLANEOUS PROVISIONS AFFECTING THE CREDITING OF SERVICE**

**11.01 SERVICE UPON REEMPLOYMENT.** (Select one)

Not Applicable; Plan has Member Contributions

Credited Service shall be restored regardless of Breaks in Service

Credited Service shall be restored if the Member has incurred less than \_\_\_\_\_ (\_\_\_\_) consecutive Breaks in Service (must be equal to or greater than five (5))

**11.02 SERVICE PRIOR TO ORIGINAL PLAN EFFECTIVE DATE.**

Inclusion of Credited Service Prior to the Original Plan

Not Included

Included subject to the following limits: (Select all that apply)

No limit on Credited Service Prior to Original Plan

A maximum \_\_\_\_\_ percent (\_\_\_\_%) of such Credited Service A maximum \_\_\_\_\_ (\_\_\_\_) years of such Credited Service

Excluding such Prior Credited Service as follows:

\_\_\_\_\_

Member Purchase of Credited Service Prior to Original Plan

Not permitted to purchase such Credited Service

Member is permitted to purchase such Credited Service as follows: (Select one)

\_\_\_\_\_ percent (\_\_\_\_%) of the Actuarial Equivalence of the Service to be purchased.

Other method or formula as follows:

\_\_\_\_\_

Member Payment Time Period for Purchase of Credited Service Prior to Original Plan  
(Select all that apply)

Member payment must be made in whole within \_\_\_\_\_ (\_\_\_\_) days of payment notification amount by the Municipality

Member may elect to make the required payment by payroll deduction for a period not to exceed \_\_\_\_\_ (\_\_\_\_) years (maximum five (5) years).

The payment will be adjusted to include interest at the rate established by the Board compounded annually. Interest shall begin on the first day of the month following the month of notification of the payment amount by the Municipality shall end on the last day of the month preceding the final payment

Other time period as follows:

\_\_\_\_\_

Payments over multiple periods will be adjusted to include interest at the rate established by the Board compounded annually. Interest shall begin on the first day of the month following the month of notification of the payment amount by the Municipality shall end on the last day of the month preceding the final payment

**11.03 QUALIFIED MILITARY SERVICE.**

Non Intervening Military Service

Return to Employment

**Yes**

**No**

Repayment of Mandatory Employee Contributions required to receive Credited Service

Death During Military Service

Credited Service granted to Members who die during Qualified Credited Military Service

Disability During Military Service

Credited Service granted to Members who become Disabled during Qualified Credited Military Service

Vesting Service granted to Members who become Disabled during Qualified Credited Military Service

**11.04 TRANSFER OF SERVICE AND ASSETS FROM ANOTHER SYSTEM PLAN.**

Plan will allow the transfer of Member Credited Service, Vesting Service and Contribution Account assets from or to other System Plans

Plan will not allow the transfer of Member Credited Service, Vesting Service and Contribution Account assets from or to other System Plans

**11.05 PRIOR PLAN SERVICE CREDIT.**

Transfer Contributions

Credited Service Purchase allowed (Subject to the limits of Section 11.02)

Credited Service Purchase not allowed

Termination Contributions

Credited Service Conversion allowed (Subject to the limits of Section 11.02)

Credited Service Conversion not allowed

Inclusion of Prior Plan Credited Service

Not Included

Included subject to the following limits: (Select all that apply)

Limited to Credited Service Before the Prior Plan

Limited to Credited Service During the Prior Plan

Limited to Credited Service After the Prior Plan

A maximum \_\_\_\_\_ percent (\_\_\_\_%) of such Limited Credited Service

A maximum \_\_\_\_\_ (\_\_\_\_) years of such Limited Credited Service

Excluding such Limited Credited Service as follows:

\_\_\_\_\_

Member Purchase of such Prior Plan Credited Service

Not permitted to purchase such Credited Service

Member is permitted to purchase such Credited Service as follows: (Select one)

\_\_\_\_\_ percent (\_\_\_\_%) of the Actuarial Equivalence of the Service to be purchased.

Other method or formula as follows:

\_\_\_\_\_

Member Payment Time Period for Purchase of Prior Plan Credited Service

(Select all that apply)

Member payment must be made in whole within \_\_\_\_\_ (\_\_\_\_) days of payment notification amount by the Municipality

Member may elect to make the required payment by payroll deduction for a period not to exceed \_\_\_\_\_ (\_\_\_\_) years (maximum five (5) years).

Payments over multiple periods will be adjusted to include interest at the rate established by the Board compounded annually. Interest shall begin on the first day of the month following the month of notification of the payment amount by the Municipality shall end on the last day of the month preceding the final payment.

Other time period as follows:

\_\_\_\_\_

Payments over multiple periods will be adjusted to include interest at the rate established by the Board compounded annually. Interest shall begin on the first day of the month following the month of notification of the payment amount by the Municipality shall end on the last day of the month preceding the final payment

**11.06 TRANSFER OF LOANS.**

Transferred from Prior Plan

Shall be permitted

Shall not be permitted

**11.07 PERMISSIVE SERVICE CREDIT.**

The Plan will not allow the purchase of Permissive Service Credit

The Plan will allow the purchase of Permissive Service Credit

Maximum Amount of Allowable Permissive Service Credit

No limit on allowable years of service

Years of service allowed to be purchased shall not exceed \_\_\_\_\_ (\_\_\_\_) years

Applicable Service Types (Select all that apply)

Federal government service

Commonwealth of Pennsylvania government service (including school district service)

Government service with Municipalities located within the Commonwealth of Pennsylvania

Government service with states other than the Commonwealth of Pennsylvania:

Government service with other municipalities located outside the Commonwealth of Pennsylvania:

**11.08 NON-QUALIFYING SERVICE CREDIT.**

The Plan will not allow the purchase of Nonqualified Service Credit

The Plan will allow the purchase of Nonqualified Service Credit

Maximum Amount of Allowable Nonqualified Service Credit

Years of Nonqualified Service Credit allowed to be purchased shall not exceed \_\_\_\_\_ (\_\_\_\_) years (maximum of five (5))

**ARTICLE XIII: ADMINISTRATION**

**13.04 NOTICE TO MUNICIPALITY.**

Municipality: \_\_\_\_\_, Pennsylvania

Employer Identification Number: \_\_\_\_\_

Address 1: \_\_\_\_\_

Address 2: \_\_\_\_\_

City, ST Zip: \_\_\_\_\_, PA \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Position: \_\_\_\_\_

Phone Number: (\_\_\_\_) \_\_\_\_ - \_\_\_\_ Fax Number: (\_\_\_\_) \_\_\_\_ - \_\_\_\_

Email Address \_\_\_\_\_

## ARTICLE XV: PENNSYLVANIA MUNICIPAL RETIREMENT FUND

### 15.10 ALLOCATION OF EXCESS INTEREST.

#### Municipality Allocation

Between three account types: Municipal Account, Active and Deferred Vested Member Accounts and Payee Accounts (Select one)

Proportionately by Aggregate Account Balances (equal percentage)

Proportionately between Active and Deferred Vested Member Accounts and Payee Accounts only

In Equal Dollar Amounts per Account Type

Specified Percentage by Account Type

\_\_\_\_\_ percent ( \_\_\_\_%) to the Municipal Account

\_\_\_\_\_ percent ( \_\_\_\_%) to the Active and Deferred Vested Member Accounts

\_\_\_\_\_ percent ( \_\_\_\_%) to the Payee Accounts (See Section 10.03 for Payee Allocation)

#### Active and Deferred Vested Member Allocation

If allocated an amount of Excess Interest (Select one)

Proportionately by Account Balance (equal percentage)

In Equal Dollar Amounts per Member

Proportionately by Credited Service

**[Signatures on the following page]**

**The Municipality hereby agrees to the provisions of this Adoption Agreement, Base Plan Document and Trust, and in witness of its agreement, the Municipality by its duly authorized officers has executed this Adoption Agreement, on the date specified below.**

IN WITNESS WHEREOF, we have hereunto set our hands and seal the day, month and year above written.

ATTEST:

BY: \_\_\_\_\_

BY: \_\_\_\_\_  
Head of Governing Authority

DATE: \_\_\_\_\_

ATTEST

**PENNSYLVANIA MUNICIPAL  
RETIREMENT BOARD**

BY: \_\_\_\_\_  
PMRS Secretary

BY: \_\_\_\_\_  
PMRS Board Chair

DATE: \_\_\_\_\_

Approved as to form and legality:

BY: \_\_\_\_\_  
Chief Counsel, PMRS

BY: \_\_\_\_\_  
Office of General Counsel

BY: \_\_\_\_\_  
Office of Attorney General

**This Plan is an important legal document. Failure to properly fill out this Adoption Agreement may result in disqualification of this Plan. PMRS will inform you of any amendments made to the Base Plan Document. The PMRS mailing address for U.S. Postal Service delivery is P.O. Box 1165, Harrisburg, PA 17108-1165. The PMRS street address for overnight/courier service delivery is 1721 N. Front Street, 3<sup>rd</sup> Floor, Harrisburg, PA 17102-2315.**

**You may rely on an opinion letter issued by the Internal Revenue Service as evidence that this Plan is qualified under Code Section 401 only to the extent provided in Revenue Procedure 2015-36.**

**You may not rely on the opinion letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the opinion letter issued with respect to the Plan and in Revenue Procedure 2015-36. In order to have reliance in such cases, an individual application for a determination letter must be made to Employee Plans Determinations of the Internal Revenue Service.**