

RESOLUTION NO. 93-113

SECOND AMENDMENT TO THE

HOPEWELL TOWNSHIP POLICE PENSION PLAN
(as amended and restated, effective January 1, 1989)

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF HOPEWELL TOWNSHIP RELATIVE TO THE ESTABLISHMENT AND MAINTENANCE OF EMPLOYEES PENSION, ANNUITY, INSURANCE AND BENEFIT FUND OR FUNDS, TO AMEND CERTAIN PROVISIONS OF THE PENSION PLAN OR PROGRAM APPLICABLE TO THE POLICE OFFICERS OF SAID TOWNSHIP.

WHEREAS, the Board of Commissioners of Hopewell Township (the "Board") has previously enacted a Resolution establishing the Hopewell Township Police Pension Plan (the "Plan"); and

WHEREAS, the Plan was totally amended and restated, effective January 1, 1989; and

WHEREAS, the Board reserved the right to amend the Plan pursuant to section 10.01; and

WHEREAS, the Board now desires the Plan to be further amended to incorporate certain changes as a result of collective bargaining negotiations;

BE IT RESOLVED by the Board and it is HEREBY RESOLVED AND ENACTED by authority of the same:

Effective January 1, 1993, section 1.05 is amended in its entirety by deleting the said section and substituting a new section 1.05 as follows:

- 1.05 "Aggregate Service" shall mean the total period or periods of the Participant's employment with the Employer whether or not interrupted. Aggregate Service will include voluntary or involuntary military service with the armed forces of the United States of America, provided that the Participant has been employed as a regular, full-time member of the Employer's police force for a period of at least six (6) months immediately prior to the period of military service; and the Participant returns to employment as an Employee of the Employer within six (6) months following discharge from the said military service or within such longer period during which employment rights are guaranteed by applicable law or under the terms of a collective bargaining agreement with the Employer. Notwithstanding the foregoing, should any Participant receive a distribution of Accumulated Contributions with respect to a period of employment as an Employee of the Employer, such period of employment shall not be included in Aggregate Service thereafter unless, at the commencement of the next period of employment as an Employee of the Employer, the Participant repays to the Pension Fund the amount of such distribution with interest. For purposes of this section 1.05, interest shall accrue as of the date the Employee receives a distribution of Accumulated Contributions and shall be computed at the same rate and in the same manner as described in section 1.02.

Aggregate Service shall include any period of voluntary or involuntary military service with the armed forces of the United States of America not to exceed a total of five (5) years which occurred prior to the date on which a Participant first became employed as an Employee of the Employer, provided that the Participant shall purchase such credit and that such Participant is not entitled to receive, eligible to receive or is receiving retirement benefits for such military service under a retirement system administered and wholly or partially paid for by any other governmental agency except military retirement pay earned by a combination of active and nonactive duty with a reserve or national guard component of the armed forces which is payable upon the attainment of a specified age and period of service under 10 U.S.C. Ch. 67 (relating to retired pay for non-regular service). The purchase price for such service shall be computed by multiplying the average normal cost rate for the Plan as certified by the Public Employee Retirement Commission and not to exceed ten percent (10%) times the Participant's average annual rate of compensation during the first three (3) years of employment as an Employee of the Employer and multiplying the result times the number of years and fractions thereof being purchased. Interest shall be paid at a rate of four and three quarters percent (4.75%) compounded annually from the first date of employment as an Employee of the Employer to the date of payment.

Effective January 1, 1993, the Plan is amended by adding a new section 5.08 as follows:

- 5.08 Cost-of-Living Adjustments - Each Participant who shall retire and receive a retirement benefit determined pursuant to section 5.02 hereunder shall be entitled to receive a cost-of-living adjustment to the amount of benefit payable to such Participant under section 5.02 effective as of the first day of each Plan Year following the date which is twelve (12) months after the date benefit payments commenced. Such cost-of-living adjustment shall not exceed the following limits: (1) the percentage increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) from the year in which the Participant was last employed as an Employee of the Employer; (2) the total retirement benefits payable under this Plan shall not exceed seventy-five percent (75%) of the Participant's Final Monthly Average Salary; (3) the total cost-of-living increase shall not exceed thirty percent (30%) of the Participant's retirement benefit under this Plan; and (4) the cost-of-living adjustment shall not impair the actuarial soundness of the Pension Fund.

Effective January 1, 1993, the Plan is amended by adding a new section 6.07 as follows:


- 6.07 Disability Cost-of-Living Adjustment - Each Participant who shall receive a benefit determined pursuant to section 6.02 hereunder shall be entitled to receive a cost-of-living adjustment to the amount of such benefit in accordance with the provisions of section 5.08 of the Plan.

RESOLVED this 8 day of JUNE, A.D., 1993

ATTEST:



HOPEWELL TOWNSHIP


President, Board of Commissioners