

## ORDINANCE NO. 91

PROVIDING FOR THE EXECUTION BY THE BOROUGH OF MONROEVILLE WITH THE FIDELITY TRUST COMPANY OF A TRUST AGREEMENT COVERING THE POLICE PENSION TRUST OF THE BOROUGH OF MONROEVILLE

The Burgess and Council of the Borough of Monroeville ordain and enact as follows:

SECTION 1. In order to properly handle the affairs of the Police Pension Fund of the Borough of Monroeville, the Council desires to enter into a trust agreement with the Fidelity Trust Company.

SECTION 2. The terms and conditions of said proposed Trust Agreement are as follows:

POLICE PENSION TRUST OF THE BOROUGH OF MONROEVILLE

This is the evidence of an Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 195\_\_\_\_, between the BOROUGH OF MONROEVILLE, hereinafter called the "Borough", and FIDELITY TRUST COMPANY, a Pennsylvania corporation, hereinafter called the "Trustee".

RECITALS

By appropriate action of the Council of the Borough of Monroeville, the Borough of Monroeville had adopted a Police Pension Plan for the exclusive benefit of regularly employed police officers of the Borough. A copy of the Declaration in which the Plan is set forth is attached to this Agreement. The Trust established by this Agreement is for the implementation of said Plan. The terms of the Agreement and of the Trust are set forth in the following Articles.

## ARTICLE I

PENSION TRUST COMMITTEE

The Plan and Trust shall be administered by a Pension Trust Committee, which shall consist of three (3) persons, one (1) of whom shall be a police officer selected by the police officers of the Borough, one (1) of whom shall be a member of the Council of the Borough, to be selected by the Council of the Borough, and one (1) of whom shall be an individual acceptable to both the police officers and the members of the Council of the Borough and who shall be appointed by the President of the Council of the Borough. All members of the Pension Trust Committee shall serve for a period of two (2) years unless they shall have been reappointed for a successive term or terms by the bodies empowered to make such selection. Notwithstanding the foregoing, each member shall serve until his successor is appointed and qualified as a member of such committee. The said Pension Trust Committee shall have full power and authority to construe the Trust Agreement and to decide any questions which may arise thereunder and the Trustee is fully authorized and empowered to act under the proper written authorization of such Pension Trust Committee concurred in by any two (2) members of the Committee. The Pension Trust Committee shall coordinate its activities with the Insurance Agent of record appointed by the Borough, and with the Trustee.

## ARTICLE II

DUTIES OF THE TRUSTEE

The Trustee shall receive the contributions of the Borough to the Plan and, at the direction of the Pension Trust Committee, the Trustee shall purchase with such portion of the contributions as may be necessary for that purpose, such contracts or policies of life insurance on the lives of the participants from a legal reserve life insurance company or companies as the Pension Trust Committee shall direct. After the payment of required premiums on

such policies or contracts, the remaining contributions from the Borough received by the Trustee shall be invested. However, cash which is shortly to be used for disbursements called for by the Plan need not be invested. The Trustee shall follow the investment directions received from the Pension Trust Committee hereinafter called the "Committee" but, in the absence of timely directions, the Trustee may be guided by its own judgment. Investments need not be such as are authorized by law for the investment of funds in the custody and control of trustees. No person or corporation with whom the Trustee may deal shall be required to inquire into the Trustee's authority for any proposed sale, exchange, transfer, purchase, or other action. The Trustee, at the direction of the Committee, shall make such distributions from the investment account to a legal reserve life insurance company or companies at such time and in such amounts as the said Committee shall direct in writing. The Trustee shall be the legal owner of any policy or policies of insurance purchased at the direction of the Committee and shall deliver such insurance policy or policies to the appropriate life insurance company or companies upon the written direction of the Committee and shall secure such endorsement of such policies as the Committee may direct.

### ARTICLE III

#### RECORDS AND STATEMENTS

The Trustee shall not be required to keep records for the purpose of indicating the equity of the individual participants in the Plan, but it shall keep records of receipts, disbursements, and investment transactions and at least annually to render a statement thereof to the Committee.

ARTICLE IV

TRUSTEE

1. The Trustee need act only as directed in writing by the Committee. The Trustee shall be under no duty or responsibility to inquire into the acts or omissions of the Committee nor shall the Trustee be subject to any liability therefor.

2. The Trustee shall hold all legal title to the funds, assets, and profits of the trust, and may hold the same in the name of the Trustee or in the name of the nominee or nominees. The Trustee shall not be liable for any payments under the provisions of this trust unless the necessary funds for any payment to be made are in the hands of the Trustee for such purpose. It shall not be liable for the performance of any provisions of any policy or contract issued by an insurance company or companies nor for the performance of any act, matter or thing permitted, required or authorized to be done or performed by this Agreement, however, it shall be liable for its own negligence.

3. The Trustee's compensation shall be fixed by agreement from time to time with the Committee. Such compensation and the expenses of administering this trust shall be paid by the Borough. The Trustee shall not be required to give any bond or other security for the faithful performance of its duties hereunder.

4. The Trustee may resign and be discharged of this trust at any time, provided that such resignation shall become effective only after thirty (30) days' written notice has been given by registered mail to the Secretary of the Borough. The Borough Council may, at any time, with or without cause, remove the Trustee, provided that such removal shall become effective only after thirty (30) days' written notice has been given to said Trustee personally or by registered mail, addressed to the Trustee at its principal place of business.

5. In case, at any time, the Trustee or any successor Trustee shall resign or be removed, a successor Trustee shall be appointed forthwith by the Borough Council, but the Borough may not appoint itself Trustee. Any successor Trustee appointed hereunder may qualify as such by executing, acknowledging and delivering to the Borough an instrument accepting such appointment hereunder, in such form as may be satisfactory to the Borough, and thereupon such successor, without further act, deed, or conveyance, shall become vested with all the estate, rights, powers, discretion, duties, and obligations of its predecessor Trustee with like effect as if originally named as Trustee hereunder.

6. Any action of the Trustee hereunder shall be conclusively evidenced for all purposes of this Agreement by the certification of the Trustee signed by any authorized officer, if the Trustee is a corporation, and such certificate shall be conclusive evidence of any of the matters covered by such certificate and shall fully protect any insurance company, or other firm or corporation in taking or confirming any action on the faith thereof.

## ARTICLE V

### AMENDMENT OR TERMINATION

1. The members of the Borough Council shall have the right to alter and amend the said Agreement; provided however, that in no event shall any such alterations or amendments in any manner adversely affect the rights of the participants under the trust, nor permit any part of the corpus or income of the trust to be used for, or diverted to, purposes other than the exclusive benefit of the participants, at any time prior to the satisfaction of all liabilities with respect to the participants; nor shall the said Borough Council have the right to amend the trust in any manner which may increase the duties or responsibilities of the Trustee without the consent of the Trustee.

2. The Borough shall have the right to terminate the Trust at any time. This Agreement is executed pursuant to the provisions of Ordinance \_\_\_\_\_

of the Borough Council and the Declaration of Police Pension Plan of the Borough of Monroeville dated the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 195\_\_\_\_\_.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, and the corporate seals of the said parties are hereto affixed, duly attested by their authorized officers, the day and year first above written.

ATTEST:

BOROUGH OF MONROEVILLE

\_\_\_\_\_  
Secretary of Council

By \_\_\_\_\_

ATTEST:

FIDELITY TRUST COMPANY, Trustee

\_\_\_\_\_

By \_\_\_\_\_

SECTION 3. The proper officers of the Borough of Monroeville are hereby authorized and directed to execute the foregoing Trust Agreement on behalf of the Borough of Monroeville and to do any other act or acts necessary to the establishment and operation of this said Police Pension Fund.

SECTION 4. That any ordinance or part of an ordinance that conflicts with the terms of this ordinance, be and the same are hereby repealed.

Enacted into law this 6th day of May, 1957.

S/ Gladys Diller  
\_\_\_\_\_  
Borough Secretary

S/ Edgar Giles  
\_\_\_\_\_  
President of Council

Examined and approved by me this \_\_\_\_\_ day of May, 1957.

\_\_\_\_\_  
Burgess