

**PHOENIXVILLE BOROUGH COUNCIL**

Tuesday, September 9, 2025

7:00 PM

**AGENDA**

- I. Pledge of Allegiance/Moment of Silence
- II. Roll Call – Borough Manager
- III. Public Comment
- IV. Presentations
- V. Consent Agenda
  - A. Approval of August 12, 2025, Regular Meeting Minutes.
  - B. Items from Historical and Architectural Review Board:
    - 1. Motion to approve the Certificate of Appropriateness for signage at 22 Main Street.
    - 2. Motion to approve the Certificate of Appropriateness for signage at 321 Bridge Street.
    - 3. Motion to approve the Certificate of Appropriateness for renovations at 130-138 Bridge Street.
  - C. Items from Parks and Recreation Committee:
    - 1. Motion to approve a Temporary Community Event Application for Movie in the Park at Reeves Park on Saturday, September 27, 2025 from 6:00 pm to 9:00 pm.
    - 2. Motion to approve a Temporary Community Event Application for the Shoes ‘N Brews 26.2 Mile Running Event using the Schuylkill River Trail under the Veteran’s Memorial Gay Street Bridge on Sunday, October 5, 2025 from 9:30 am to 12:00 noon. Conditioned upon receipt of valid Certificate of Insurance naming Borough as Additional Insured.
    - 3. Motion to approve a Temporary Community Event Application for the SRHC – Phoenix Wheel Heritage Award Celebration at the Borough Hall Parking Lot on Friday, October 17, 2025 from 5:30 pm to 8:30 pm. Borough Hall Parking Lot to be closed for the event. Conditioned upon receipt of valid Certificate of Insurance naming Borough as Additional Insured.
  - D. Items from Finance Committee:

1. Motion to approve the 2025 pre-paid dated 7/1/2025 - 7/31/2025 in the amount of \$1,114,965.63.
2. Motion to approve the 2025 pre-paid Credit Card Statement dated 7/1/2025 - 7/31/2025 in the amount of \$46,782.89.
3. Motion to approve the 2025 pre-paid ACH dated 7/31/2025 in the amount of \$60,867.83.
4. Motion to approve Budget Increase 2025-19 from Sanitation Fund Balance in the amount of \$8,000.00 to Solid Waste (32 Yd Trash Truck Capital Item) due to truck price increase from tariffs increasing the cost of production.
5. Motion to approve Budget Increase 2025-20 from Parks Capital Improvement Fund in the amount of \$30,000.00 to Morris Street Park to replace the Tot Lot playground units due to safety concerns.
6. Motion to approve Budget Increase 2025-21 from General Fund Balance in the amount of \$74,089.00 to Boro Share – Fire Pension to create Pension fund for Phoenixville Fire Department.
7. Motion to approve Budget Transfer 2025-14 from Downtown 175th Projects in the amount of \$7,000.00 to Community Events for additional funds for Community Events.

VI. Communications/Council Participation

VII. Mayor's Report

VIII. Appointments

- A. Call for Residents interested in being appointed to various Boards and Commissions.

IX. New Business

- A. Motion to reject all Request for Proposals received for Arborist Consulting Services.
- B. Motion to accept Staff recommendation to award the 2026 chemical bids.
- C. Motion to authorize a conditional offer of employment for Patrol Officer pending satisfactory completion of Medical Examination and Psychological Testing.
- D. Motion to award the design and engineering of the Square at Bridge and Main to Ground Reconsidered in the amount of \$302,563.00.

X. Public Hearings

XI. Resolution/Ordinances

- A. Motion to adopt a Resolution adopting the form Police Department Ride-Along Program Agreements, and authorize the Chief of Police to utilize and implement such Agreements.
- B. Motion to adopt a Resolution acknowledging Jon Ichter his two years of service on the Historical and Architectural Review Board.
- C. Motion to adopt a Resolution authorizing the 2026 Minimum Municipal Obligation (MMO) for uniform, firefighter, and non-uniform pension plans.
- D. Motion to adopt an Ordinance changing the name and location of a Borough Street.
- E. Motion to adopt an Ordinance amendment to Chapter 15 “Motor Vehicles”.
- F. Motion to adopt an Ordinance establishing the Borough of Phoenixville Firefighters Pension Plan.
- G. Motion to adopt an Ordinance amendment repealing and replacing Chapter 1, “Administration And Government,” Part 7 “Pensions, Retirement And Social Security”.

XII. Reports of Committees, Boards, and Commissions

- A. Historical and Architectural Review Board – Ms. Dugan
- B. Planning Commission - Mr. Moore
- C. Phoenixville Regional Planning Committee – Mr Kirkner
- D. Recreation Board – Ms. Dugan
- E. Tree Advisory Commission – Mr. Carminito
- F. Human Relations Commission – Ms. Burckley

XIII. Council Action referred from:

- A. Personnel and Public Safety Committee- Ms. Burckley
  - 1. No action to report.
- B. Parks and Recreation Committee - Mr. Moore
  - 1. Motion to approve the change of location for the Firebird Festival from Veterans Park to Reservoir Park on Saturday, December 13, 2025 from 5:00 pm to 10:30 pm. Parts of Dayton Street and Franklin Avenue based on Police and staff review and the Bridge & Main Parking Lot to have screen with live stream from 4:00 pm to 11:00 pm. Conditioned upon receipt of all fees and valid Certificate of Insurance naming Borough as Additional Insured.

- C. Policy Committee - Carminito
  - 1. Motion to schedule and advertise an Ordinance amendment to Chapter 21 “Streets and Sidewalks”.
  - 2. Motion to schedule and advertise an Ordinance amendment to Chapter 22 “SALDO”.
  - 3. Motion to schedule and advertise an Ordinance amendment to Chapter 27 “Zoning”.
- D. Infrastructure, Technology Transportation & Sustainability Committee - Mr. Weiss
  - 1. No action to report.
- E. Finance Committee - Ms. Dugan
  - 1. No action to report.

XIV. Public Comment

XV. Communication/Council Participation

XVI. Staff Reports

- A. Manager
- B. Police
- C. Fire
- D. Planning and Codes
- E. Public Works
- F. Finance
- G. Human Resources
- H. Recreation

XVII. Adjournment

**Upcoming Meetings:**

Planning Commission	September 11 – 6:00 pm
Parks and Recreation Committee	September 16 – 6:00 pm
Infrastructure Committee	September 16 – Immediately following Parks and Rec
Finance Committee	September 23 – 5:30 pm
Policy Committee	September 23 – Immediately following Finance
Human Relations Commission	October 1 – 5:00 pm

HARB	October 6 – 5:00 pm
Tree Advisory Commission	October 6 – 6:00 pm
Personnel/Public Safety Committee	October 7 – 6:00 pm
Civil Service Commission	October 7 – 7:00 pm
Borough Council	October 14 – 7:00 pm
Recreation Board	October 20 – 6:30 pm

**Employee Service Anniversaries – September**

Ofc. Elizabeth Wakely, Police Department – 19 years  
Cpl. Andrew Brown, Police Department – 11 years  
Alex Keefe, Water Distribution Utility Worker – 6 years  
Tyrone Taylor, Sanitation Laborer – 5 years  
Anne Watkins, Parks & Recreation Assistant – 3 years  
Eric Johnson, Wastewater Treatment Mechanic Relief Operator – 2 years

**PHOENIXVILLE BOROUGH COUNCIL**

**Tuesday, August 12, 2025**

**7:00 PM**

**MINUTES**

I. Pledge of Allegiance/Moment of Silence

II. Roll Call – Borough Manager

Mr. Ewald, President	Present
Ms. Burckley, Vice President	Present
Mr. Carminito	Present
Ms. Dugan	Present
Mr. Kirkner	Present
Mr. Moore	Present
Mr. Strenfel	Present
Mr. Weiss	Present
Mayor Urscheler	Present
Mr. Krack, Borough Manager	Present
Ms. Getzfread, Asst. Borough Manager	Present
Chief Marshall, Police Chief	Present
Mr. Denlinger, Solicitor	Present

III. Public Comment

Mark Dipipi, resident. He stated he is present tonight if the Council has any questions on their HARB application that is on the agenda this evening for approval.

David Lutzker, resident. He stated that he is looking forward to hearing more about the Toll Mid-Atlantic agreement with the Borough.

Mr. Ewald stated that the Council met in Executive Session prior to tonight's meeting to discuss a matter of litigation related to tax assessment appeal related to Phoenixville Hospital property, a matter of attorney-client privilege discussion related to site access agreement for the Borough Wastewater Treatment Plant property, a matter of attorney-client privileged discussion related to the hydroelectric dam application made to FERC, and a matter of attorney-client privilege discussion related to zoning ordinance, amendments and legal repercussions thereof, and finally, a matter of personnel related to Police Department promotions and hiring.

IV. Presentations – Mayor Urscheler

Swearing in of Patrol Officer David Dry

Chief Marshall introduced Officer David Dry and provided a brief biography of his accomplishments.

Mayor Urscheler swore in Officer Dry as a Patrol Officer with the Phoenixville Police Department.

Promotion of Nicholas Natale to Sergeant

Chief Marshall introduced Officer Nicholas Natale and provided a brief biography of his accomplishments.

Mayor Urscheler swore in Officer Natale as Sergeant with the Phoenixville Police Department.

Promotion of Patrick Mark to Lieutenant

Chief Marshall introduced Officer Patrick Mark and provided a brief biography of his accomplishments.

Mayor Urscheler swore in Officer Mark as Lieutenant with the Phoenixville Police Department.

V. Consent Agenda:

A. Approval of July 8, 2025, Regular Meeting Minutes.

B. Items from HARB

1. Motion to approve the Certificate of Appropriateness for signage at 100 Bridge Street.

C. Personnel and Public Safety Committee

1. Motion to reappoint William Felton to the HARB for a new term expiring August 31, 2029.

D. Items from Parks and Recreation Committee.

1. Motion to recommend Borough Council approve a Temporary Community Event Application for the Ride for the River on the portion of the Schuylkill River Trail between Township Line Road and Bridge Street on Saturday, September 20, 2025 from 8:00 am to 1:00 pm. Conditioned upon receipt of valid Certificate of Insurance naming Borough as Additional Insured.

2. Motion to recommend Borough Council approve a Temporary Community Event Application for the Orion Wellness Harvest Market in Reeves Park on Saturday, October 18, 2025 from 11:00 am to 5:00 pm. Second Avenue and Third Avenue to be closed between Starr Street and Main Street from 9:00 am to 6:00 pm. Conditioned upon receipt of valid Certificate of Insurance naming Borough as Additional Insured.
3. Motion to recommend Borough Council approve a Temporary Community Event Application for the Schuylkill River Greenways Fun Run on the Schuylkill River Trail on the portion of the Schuylkill River Trail between Township Line Road and Bridge Street on Saturday, October 18, 2025 from 7:00 am to 1:00 pm. Conditioned upon receipt of valid Certificate of Insurance naming Borough as Additional Insured.

E. Items from Finance Committee.

1. Motion to approve the 2025 pre-paid dated 6/1/2025 - 6/30/2025 in the amount of \$959,687.27.
2. Motion to approve the 2025 pre-paid Credit Card Statement dated 6/1/2025 - 6/30/2025 in the amount of \$72,909.18.
3. Motion to approve the 2025 pre-paid ACH dated 6/30/2025 in the amount of \$61,046.27.
4. Motion to approve Budget Increase 2025-16 from Water Fund Balance in the amount of \$50,000.00 to Water Distribution (Basic Hydrology Study) to identify strengths & weaknesses in water system and identify potential storage tank locations.
5. Motion to approve Budget Increase 2025-17 from General Fund Balance in the amount of \$28,870.00 to Highway Maint - Road & Bridges (Repair & Maintenance Streets) for 2023 paving project – change order.

Ms. Burckley made a Motion to approve the Consent Agenda. Seconded by Mr. Weiss.

Motion Approved 8-0.

VI. Communications/Council Participation

None.

VII. Appointments

- A. Call for Residents interested in being appointed to various Boards and Commissions.

Mr. Ewald encouraged residents to continue to apply for openings on the various Boards and Commissions and stated openings can be found on the Borough's Website.

VIII. New Business

- A. Motion to reject all bids received for the Finished Water Reservoir No. 1 Coping Replacement Project.

Ms. Burckley made a Motion to reject all bids received for the Finished Water Reservoir No. 1 Coping Replacement Project. Seconded by Mr. Weiss.

Motion Approved 8-0.

- B. Motion to approve an Addendum to Agreement for Hauling and Disposal of Wastewater Sludge by and between, Synagro Central, LLC and the Borough of Phoenixville.

Ms. Burckley made a Motion to approve an Addendum to Agreement for Hauling and Disposal of Wastewater Sludge by and between, Synagro Central, LLC and the Borough of Phoenixville. Seconded by Mr. Weiss.

Motion Approved 8-0.

- C. Motion to approve an Environmental Site Access Agreement between the Borough of Phoenixville and Toll Mid-Atlantic, LP.

Mr. Denlinger explained Toll Mid-Atlantic, is pursuing a land development on 100 School Lane and 41 2nd Avenue. As part of that development, some known environmental cleanup is expected to be needed, as 41 2nd Avenue was formerly the site of a metal baseball bat manufacturing facility. Toll is working with the Department of Environmental Protection to do testing in order to come up with a cleanup plan, and DEP has required Toll to do testing on the next-door property, which happens to be our Wastewater Treatment Plant property. He stated the agreement states that Toll may enter our wastewater treatment plant property to conduct testing on specifically identified locations. The testing is soil testing of a depth not more than 6 inches and if any contamination is found, Toll will be required to do the cleanup of the contamination on the borough property, regardless of whether it moves forward with their proposed development or not. Knowing that this is our wastewater treatment plant property, with certain expected uses, now and in the future, there are specific cleanup procedures that toll must follow if any contamination is found the agreement also contains various liability protections for the Borough.

Ms. Burckley made a Motion to approve an Environmental Site Access Agreement between the Borough of Phoenixville and Toll Mid-Atlantic, LP. Seconded by Mr. Weiss.

Motion Approved 8-0.

- D. Motion to approve a Settlement and Voluntary Contribution Agreement Effective as of January 1, 2023, by and between Phoenixville Hospital, LLC and the Borough of Phoenixville.

Ms. Burckley made a Motion to approve a Settlement and Voluntary Contribution Agreement Effective as of January 1, 2023, by and between Phoenixville Hospital, LLC and the Borough of Phoenixville. Seconded by Mr. Weiss.

On the Question:

Mr. Denlinger explained the school district appealed the tax-exempt status of the Phoenixville Hospital property, which is owned by Tower Health. We joined in that litigation, and in June, the district agreed to settle that matter. Tower agreed to settle with the borough on the same terms and conditions as it did with the district, which is that a portion of the property containing the office building will be taxable, which is about 23% of the property. A portion of the property containing the hospital will be exempt from real estate taxation, which is approximately 77%. The borough will refund the money paid by Tower Health for the exempt portion of the property for 2023, 2024, and 2025. However, the hospital has agreed to provide a voluntary contribution to the borough in the amount of \$202,600 which can be deducted from that reimbursement, which is about 31% of the total amount. The term of this agreement runs through the end of the 2026 tax year, and I believe this is a strong settlement, and I recommend approval of this agreement.

Motion Approved 8-0.

- E. Motion to authorize the Borough to submit comments and/or motion to intervene to the New England Hydropower Company, LLC preliminary FERC application, as determined to be appropriate by the Borough Solicitor, in order to represent the Borough's interests.

Ms. Burckley made a Motion to authorize the Borough to submit comments and/or motion to intervene to the New England Hydropower Company, LLC preliminary FERC application, as determined to be appropriate by the Borough Solicitor, in order to represent the Borough's interests. Seconded by Mr. Weiss.

On the Question:

Mr. Denlinger explained the Borough received notice that the New England Hydropower Company submitted a preliminary FERC application, regarding the Black Rock Dam. This would be in order to install hydroelectric facilities on the dam. The Borough draws water from behind the dam in our water treatment plant, so the levels of the water supplied by the dam are very important to the Borough. In addition the need make sure that the efforts that have been undertaken to support recreational opportunities on the river aren't adversely affected. He stated

the deadline to submit comments or intervene on the application is October 3, 2025.

Motion Approved 8-0.

## IX. Public Hearings

- A. Motion to Recess meeting and enter hearing on zoning ordinance amendment repealing and replacing Chapter 27 “Zoning”, Attachment 1 District Specification, and Borough Zoning Map.

Ms. Burckley made a Motion to open the Public Hearing. Seconded by Mr. Weiss.

Motion Approved 8-0.

Hearing opened at 7:29 pm.

Mr. Denlinger explained this ordinance amendment is the result of over two years of effort by the borough, its consultants, a group of volunteers, and participating members of the public. He stated the ordinance was advertised in the Pottstown Mercury on July 28th, 2025, and August 4th, 2025. Copies of the proposed ordinance amendment were sent to the Chester County Law Library and the Pottstown Mercury on July 22nd, 2025, for public access. He introduced the following exhibits into the record. Exhibit B1, a copy of the ordinance and exhibits. Exhibit B2, an action memorandum from the Borough Planning Commission, dated June 11, 2025, recommending that the Borough adopt the proposed ordinance. Exhibit B3, review letter from the Chester County Planning Commission, dated July 15, 2025, in support of the proposed ordinance. Exhibit B4, review letter from the Phoenixville Regional Planning Committee, dated July 30, 2025, finding the proposed ordinance to have three inconsistencies with the Phoenixville Regional Comprehensive Plan. Exhibit B5, Response Letter from Gilmore & Associates, the Phoenixville Regional Planning Committee, dated August 12, 2025, explaining how the ordinance is consistent with the Phoenixville Regional Comprehensive Plan. Exhibit B6, a copy of the public notice for the consideration of the ordinance. Exhibit B7, proof of publication from the Pottstown Mercury for the two advertised dates. Exhibit B8, Letters from the Borough to the Pottstown Mercury and Chester County Law Library, dated July 21, 2025, providing copies of the ordinances. Exhibit B9, A full red line of the proposed ordinance changes as compared to the current zoning ordinance. Exhibit B10, a material red line of the proposed ordinance changes as compared to the current zoning ordinance. Exhibit B11, the PowerPoint slide deck prepared by the Borough Planner, who is here this evening to provide more information on this ordinance.

Ms. Judith Stern-Goldstein, Senior Project Manager of Gilmore & Associates.

She presented a PowerPoint presentation detailing the project overview. She stated the project is funded in part with the Chester County Vision Partnership Grant and began in the summer of 2023 and the intent is to make the zoning ordinance generally consistent with the 2022 Comprehensive Plan adopted by Phoenixville Borough. She explained the first step was to look at the Comprehensive Plan and to determine if the current ordinance and the proposed ordinance are generally consistent with the Comp Plan goals. She explained there are recommendations in the plan that relate to zoning including human scaled outdoor rooms or spaces, the use of transit services to reduce parking requirements and affordable housing. She stated the task force held ten meetings and held a public workshop on February 26, 2025, that allowed residents to view the exhibit boards which included the proposed ordinance text amendments and maps of the existing zoning districts and proposed revisions. Extensive discussions and Q&A occurred during the second hour of the meeting and taking their input, the text amendment and Zoning Map were revised to address the residents' concerns.

Ms. Stern-Goldstein stated based on the findings of the audit, the analysis, discussions with the task force and the public workshop included the following changes. An update of the purpose and objectives of the ordinance. Revised definition section to include new terms, removed unused terminology, i.e, words that were no longer used in the ordinance, and update and clarify some existing terms. Amended district regulations and specifications for clarity and consistency. Added use regulations for accessory dwellings. Forestry, and mineral extraction. Deleted several design standards that were contradictory and or better suited for the subdivision land development ordinance regulations. Updated off-street parking requirements to establish provisions for off-site parking, clarify the requirements for parking demand and impact studies, require off-street parking for residential uses, and accommodate electric vehicle parking. Also, deleted were the resource protection standards, which are no longer applicable, and added provisions for reasonable accommodation. In addition to the text of the ordinance, there is a zoning map amendment. There were several amendments to the map that have been proposed. All the districts are still the same names. The nomenclature has not changed. No new districts have been proposed, but the boundaries have been revised, and those maps were in your packet and are on the screen now and were advertised.

She explained last month, on July 8th, she was before the Council to give a similar presentation, and at that point, Borough Council made the motion, or enacted the presentation to be advertised, have the ordinance be advertised, and go through with the adoption process, and start it. On July 10th, two days later, the Phoenixville Borough Planning Commission met, and they recommended adoption. On July 15th, the Borough received a review from the Chester County Planning Commission, which was a very nice review. They also recommended adoption. On July 30th, staff received a review from the Phoenixville Regional

Planning Committee. Many parts of it amended ordinance they were happy with and noted they were all generally consistent, with the exception of three items they had an issue with. Borough Staff responded to them in a letter that was mentioned by your solicitor earlier that went out today. She stated she had heard back from the planner for the Regional Planning Committee, and he has accepted our explanations with the two minor updates proposed to address the borough exemption. Borough exemption would also have to comply with the buffer requirements of your zoning ordinance and with respect to riparian buffer ensure that the definition of riparian buffer is cleaned up in the Subdivision and Land Development Ordinance, so there's no question. He accepted the explanation on the trails, because there is a regulation already in the Borough's SALDO.

Mr. Denlinger asked Ms. Stern-Goldstein to quickly touch on the district specifications in Attachment 1, is it correct there were some tweaks to some of the provisions, but really significantly, some of the provisions of the district specs were moved to the body of the Zoning Ordinance.

Ms. Stern-Goldstein confirmed that it was correct to ensure the provisions were not sort of forgotten and not included in the body. Many of those specifications were included then in the body or the meat and potatoes of the ordinance, and the specification sheets are more of the illustrative version of them, as they were intended to be originally.

Mr. Denlinger stated as solicitor he made legal revisions to the zoning ordinance, and these were generally to accomplish some of the things that Ms. Stern-Goldstein mentioned, like making sure that the terms used throughout the zoning ordinance matched our definitions, capitalizing defined terms, making sure that definitions were clear and unused definitions were removed. But probably the most significant thing he did was to make sure that the procedural provisions match what is being done in practice, and the biggest change there is the preliminary opinion from the zoning officer, which is a process under 916.2 of the Municipal Planning Code.

#### Council Participation

Ms. Dugan asked what the major changes were to the parking requirements.

Ms. Stern-Goldstein stated the major change really was to the requirements for residential parking, prior to the change everything was left up to a study to be determined, so depending on the situation, you could build a couple new apartments and not have any new parking required. The proposed changes are specific parking requirements for residential units.

Mr. Denlinger asked Ms. Stern-Goldstein if she could comment on stacked parking for multifamily.

Ms. Stern-Goldstein explained the way the stacked parking works for multifamily is having one vehicle blocking the other, essentially. If they're assigned to the same unit, that's permitted. If they're not, it is not permitted. The parking is the way you would in your own driveway, if it's your space.

Mr. Carminito asked Ms. Stern-Goldstein if there are changes to any of the setbacks for buildings or sheds.

Ms. Stern-Goldstein there were no significant changes to the area and dimensional requirements. There were some subtle changes to permitted uses in the Neighborhood Commercial District.

Mr. Denlinger clarified that some extensions of the Neighborhood Commercial District contained some items permitted by right that were determined to be not appropriate under by right, some removed entirely, and some moved to special exception. One that was removed entirely was tavern or bar. Another that was removed entirely was parking lot as a principal use. One that was moved from permitted by right to special exception was a restaurant use.

Ms. Stern-Goldstein stated the changes were made based on the comments heard at the Zoning Task Force's public meeting on February 26, 2025.

Mr. Carminito asked about the setback requirements for a detached accessory dwelling unit as he could not locate the language for it in the ordinance.

Ms. Stern-Goldstein stated if it's a detached unit, it's the same as any other residential accessory structure.

Mr. Denlinger noted the task force intentionally did not make any modifications to the sign provisions of our ordinance, nor the wireless communication facilities provisions.

#### Council Participation

Mr. Moore stated he was on the task force and went to a lot of the Wednesday night meetings. He expressed his gratitude for all the hard work, and he appreciated the size of the task force. The 20 members were comprised of a group of diverse citizens, Planning Commission members, Borough Staff members, and some of the experts from across the county. The members worked through a lot of great things and really dug into a lot of concepts and the one he really appreciated is the accessory dwelling unit permission now, because if somebody wants to build an accessory dwelling unit for a family member the primary owner of the property still needs to reside on the property.

Ms. Burckley stated she was able to sit in on a lot of the task force meetings, and it was a really great experience for her. She expressed her appreciation of the consultation the task force received from obviously those that the borough engages with on a consultative level, but also the borough's Planning Commission representatives and Zoning Board it was extremely helpful to these members have a seat at the table because they deal with so many of these things all the time. The multi-generational housing and looking at how the borough can diversify our housing was really great.

#### Public Participation

David Saneck, resident. He asked for clarification on the MG district and the requirements of property owners with five acres or more have to give 20% of your property to the borough. He stated he has concerns about this requirement, and he is voicing his objection on this matter.

Mr. Denlinger asked if Dr. Saneck could provide the citation of this requirement in the Zoning Ordinance.

Dr. Saneck indicated he could not provide the section of the ordinance that references the 20%

Mr. Denlinger stated he is looking at it quickly and he didn't see anything about a requirement to dedicate land to the borough in the zoning ordinance.

Lucia Miesse, resident. She asked if the ADU had to be detached from the primary structure or can it be attached to the original structure.

Ms. Stern-Goldstein stated there are three options for the accessory dwelling unit or ADU. It could be internal, so carved out inside the house, it could be in addition to the existing house, or it could be a detached structure.

Ms. Burckley made a Motion to close the Public Hearing. Seconded by Mr. Weiss.

Motion Approved 8-0.

Hearing closed at 7:55 pm.

- B. Motion to adopt an ordinance amendment repealing and replacing Chapter 27 "Zoning", Attachment 1 District Specification, and Borough Zoning Map.

Ms. Burckley made a Motion to adopt an ordinance amendment repealing and replacing Chapter 27 "Zoning", Attachment 1 District Specification, and Borough Zoning Map. Seconded by Mr. Weiss.

On the Question:

Mr. Moore thanked the task force for their hard work and commended David Boelker for his knowledge and dedication to the zoning rewrite.

Ms. Burckley stated the borough certainly has a lot of talented staff and people involved. She encouraged those with questions about the ordinance changes to reach out to the Council or Borough Staff for assistance.

X. Resolutions/Ordinances

- A. Motion to adopt a Resolution authorizing emergency stream bank repairs on the French Creek.

Ms. Burckley made a Motion to adopt a Resolution authorizing emergency stream bank repairs on the French Creek. Seconded by Mr. Weiss.

On the Question:

Mr. Denlinger explained the borough has been aware of some stream bank erosion along French Creek, which is a specific portion along Borough and property in the vicinity of Tag Lumber. A few large storms have caused significant incremental erosion, and the Borough had previously authorized Remington Vernick Engineers to come up with a plan to remediate this issue. At a recent evaluation site visit, RVE identified a significant additional erosion of the stream bank and the significant leaning of PECO overhead electrical poles and wires towards the stream. In the opinion of RVE, another significant storm could cause further erosion that could result in the collapse of the electrical poles and wires into the stream. According to state law, this situation was declared an emergency situation, and steps to remediate the issue were commenced immediately. When such an emergency is declared, a resolution ratifying the emergency is required, and that is what is before you this evening.

Mr. Moore asked if the work has been completed on the streambank.

Mr. Denlinger stated that the work has not been completed however the emergency declaration allows the Borough Staff to begin lining up a contractor to do the work.

Motion Approved 8-0.

XI. Reports of Committees, Boards, and Commissions

- A. Historical and Architectural Review Board – Ms. Dugan

1. Motion to approve the Certificate of Appropriateness for renovations at 308 Bridge Street.

Ms. Dugan made a Motion to approve the Certificate of Appropriateness for renovations at 308 Bridge Street. Seconded by Mr. Kirkner.

On the Question:

Ms. Dugan explained the applicant is replacing the bay window in the front of their home and the reason this was not on the consent agenda was the request of one member for the homeowners to save more of the original window. Unfortunately, the window cannot be saved and she indicated the applicant was present if there were any more questions.

Motion Approved 8-0.

- B. Planning Commission - Mr. Moore
- C. Phoenixville Regional Planning Committee – Mr. Kirkner

Mr. Kirkner reported that in West Pikeland, the supervisors are looking at disbanding their police force. Apparently, keeping the police force is going to take a substantial tax increase. East Pikeland is preparing to install sidewalks along SR724 from Township Line Road and Crossover Boulevard. He reminded the public the meeting of the PRPC in September will be in person and that the Phoenixville Soccer Club will be in attendance to talk about their efforts to find new playing fields.

- D. Recreation Board – Ms. Dugan

Ms. Dugan reported on the current and upcoming programs offered at the Recreation Center including Fall Fest and Trunk or Treat, Puppy Yoga, Healthy Seniors, Red Cross Blood Drive, Young Rembrandts, Science explorers, Jump Start Sports Camps and various Pickleball leagues for all ages.

- E. Tree Advisory Commission – Mr. Carminito

Mr. Carminito reported that the committee continues to work through the removal lists and the fall planting locations.

- F. Human Relations Commission – Ms. Burckley

Ms. Burckley reported the commission meets the first Wednesday of the month at the Recreation Center and they are continuing to engage with the state HRC and at a county level and encourage anyone interested in being a part of the Chester County Advisory Board to reach out to either her or the HRC.

XII. Council Action referred from:

A. Personnel and Public Safety Committee – Ms. Burckley

1. Motion to appoint Brandon Wertz to the HARB for a term expiring August 31, 2029.

Ms. Burckley made a Motion to appoint Brandon Wertz to the HARB for a term expiring August 31, 2029. Seconded by Mr. Weiss.

On the Question:

Ms. Dugan expressed her concerns about replacing the current HARB member with a new appointee. She stated that Mr. Ichter has experience on HARB as well as being a former Council Member here in Phoenixville and she believes HARB is one of the boards where history and experience helps with making the recommendations.

Motion Approved 6-1. Ms. Dugan voting No and Mr. Kirkner out of the room.

B. Parks and Recreation Committee – Mr. Moore

1. No action to report.

C. Policy Committee – Mr. Carminito

1. Motion to schedule and advertise an Ordinance changing the name and location of a Borough Street.

Mr. Carminito made a Motion to schedule and advertise an Ordinance changing the name and location of a Borough Street. Seconded by Mr. Weiss.

Motion Approved 7-0. Mr. Kirkner out of the room.

2. Motion to schedule and advertise an Ordinance amendment to Chapter 15 “Motor Vehicles”.

Mr. Carminito made a Motion to schedule and advertise an Ordinance amendment to Chapter 15 “Motor Vehicles”. Seconded by Ms. Burckley.

Motion Approved 7-0. Mr. Kirkner out of the room.

3. Motion to schedule and advertise an Ordinance establishing the Borough of Phoenixville Firefighters Pension Plan.

Mr. Carminito made a Motion to schedule and advertise an Ordinance establishing the Borough of Phoenixville Firefighters Pension Plan.  
Seconded by Mr. Weiss.

Motion Approved 8-0.

4. Motion to schedule and advertise an Ordinance amendment repealing and replacing Chapter 1, “Administration and Government,” Part 7 “Pensions, Retirement and Social Security”.

Mr. Carminito made a Motion to schedule and advertise an Ordinance amendment repealing and replacing Chapter 1, “Administration and Government,” Part 7 “Pensions, Retirement and Social Security”.  
Seconded by Ms. Burckley.

Motion Approved 8-0.

- D. Infrastructure/Technology/Transportation/Sustainability Committee – Mr. Weiss

1. No action to report.

- E. Finance Committee – Ms. Dugan

1. No action to report.

### XIII. Mayor’s Report

Mayor Urscheler thanked everyone for helping to celebrate our new officers and promotions in the Police Department. He stated he did not have much to report this month. He expressed his gratitude for all the great events going on in the community, course, to our borough staff and all the incredible organizations in our community that put on all these programs that bring us together. He wished all of the students returning to school a very safe and happy start to the new school year.

### XIV. Public Comment

Alice Sarajian, resident. She expressed her concerns with the flying of a Pride Flag at Borough Hall and asked about its removal. She read a passage from Matthew Kelly’s book Life is Messy. She also suggested some flags she felt would be more appropriate to fly at Borough Hall.

### XV. Communications/Council Participation

Mr. Kirkner clarified the Finance Meeting will start at 5:30 pm starting at their meeting on August 26, 2025.

XVI. Staff Reports are in the packets.

- A. Manager
- B. Police
- C. Fire
- D. Planning and Codes
- E. Public Works
- F. Finance
- G. Human Resources
- H. Recreation

XVII. Adjournment

8:18 pm. Ms. Burckley made a Motion to Adjourn. Seconded by Mr. Weiss.

E. Jean Krack  
Borough Manager

Transcribed by: Jennifer Logan  
Administrative Assistant  
August 2025

# Painted Sign Inspiration



# PERCH PLANTS & ODDS & ENDS



PHOTOGRAPHY BY  
610-335-5675  
WWW.PHOTOGRAPHYBY.COM

FOOD & DRINK

THURSDAY 9-11  
FRIDAY 9-11  
SATURDAY 9-11  
SUNDAY 9-11

22

d'AVINES

YOU LOOK GOOD



SPRINKLE FOLI ONLINE  
616-963-5656  
WWW.SPRINKLEFOLI.COM

GOOD BARK BAIT  
WEDNESDAY 4-8  
THURSDAY 4-8  
FRIDAY 4-8  
SATURDAY 4-8  
SUNDAY 4-8

COTTAGE  
COTTAGE

Three B


BEST PRACTICES

avines

22



28"x28" Double-Faced Sign in bracket  
Installed to brick on front of building

  @patrizidesigns  
610.970.1104



**Patrizi Designs**

GRAPHICS & SIGNS

© 2025 Patrizi Designs Graphics & Signs, LLC. All Rights Reserved. THIS DRAWING AND THE IDEAS CONTAINED IN IT ARE NOT TO BE REPRODUCED, COPIED, OR DISCLOSED TO ANY OTHER PERSON OR ENTITY WITHOUT WRITTEN PERMISSION OF A MEMBER OF PATRIZI DESIGNS GRAPHICS & SIGNS LLC.





Specialty Coffee  
&  
Homemade Pastries  
purpose in every pour.

138

WINDYVILLE  
Windham  
Dyde

NO PARKING  
EXCEPT FOR  
LOADING AND UNLOADING  
PASSENGERS



MSC  
RETAIL FOR LEADS  
215.588.2800

NO  
LEFT  
TURN  
ON  
RED

6



WILMINGTON  
WILMINGTON  
WILMINGTON

EMERGENCY  
EMERGENCY  
EMERGENCY

NO  
PARKING  
LOADING  
UNLOADING  
ZONE  
MAY BE OPEN  
ANY DAY

NO  
PARKING  
LOADING  
UNLOADING  
ZONE  
MAY BE OPEN  
ANY DAY

WILMINGTON  
WILMINGTON  
WILMINGTON



VIEW 3D MODEL

Areas	Siding	Other
Facades	4197 ft <sup>2</sup>	9322 ft <sup>2</sup>
Openings	1211 ft <sup>2</sup>	1786 ft <sup>2</sup>
Trims*	120 ft <sup>2</sup>	536 ft <sup>2</sup>
Unknown (no photos)*	21 ft <sup>2</sup>	814 ft <sup>2</sup>
<b>Total</b>	<b>5549 ft<sup>2</sup></b>	<b>12458 ft<sup>2</sup></b>

\*Any trim or unknown material that touches siding is included in the 'Siding' column. If it does not touch siding, then it's included in the 'Other' column.

Openings	Siding	Other
Quantity	64	151
Tops Length	202' 1"	222' 7"
Sills Length	181'	292' 8"
Sides Length	422' 11"	996'
<b>Total Perimeter</b>	<b>806' 1"</b>	<b>1511' 3"</b>

Corners	Siding	Other
Inside Qty	9	26
Inside Length	66' 3"	145'
Outside Qty	8	53
Outside Length	93' 1"	498' 4"

Accessories	Siding	Other
Shutter Qty	0	0
Shutter Area	0 ft <sup>2</sup>	0 ft <sup>2</sup>
Vents Qty	0	0
Vents Area	0 ft <sup>2</sup>	0 ft <sup>2</sup>

Trim	Siding	Other
Level Starter	262' 1"	1093' 11"
Sloped Trim	48' 5"	228' 8"
Vertical Trim	97' 10"	828' 5"

Roofline	Length	Avg. Depth	Soffit Area
Eaves Fascia	879' 11"	-	-
Level Frieze Board	772' 6"	1' 2"	782 ft <sup>2</sup>
Rakes Fascia	30' 6"	-	-
Sloped Frieze Board	26' 7"	2"	2 ft <sup>2</sup>

**SIDING WASTE TOTALS**

Siding & Trim Only*	Area	Squares
Zero Waste	4339 ft <sup>2</sup>	43½
+10%	4773 ft <sup>2</sup>	47¾
+18%	5121 ft <sup>2</sup>	51¼

+ Openings < 20ft <sup>2</sup>	Area	Squares
Zero Waste	5368 ft <sup>2</sup>	53¾
+10%	5905 ft <sup>2</sup>	59¼
+18%	6335 ft <sup>2</sup>	63½

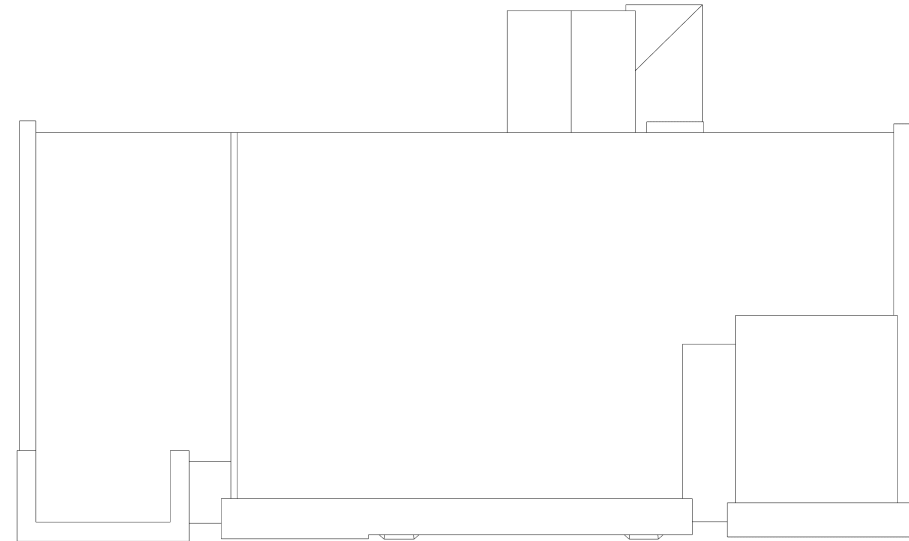
+ Openings < 33ft <sup>2</sup>	Area	Squares
Zero Waste	5430 ft <sup>2</sup>	54½
+10%	5973 ft <sup>2</sup>	59¾
+18%	6409 ft <sup>2</sup>	64¼

\*The first three rows of the Siding Waste Factor table are calculated using the total ft<sup>2</sup> of siding facades, ft<sup>2</sup> of trim touching siding, and ft<sup>2</sup> of unknowns touching siding.

Roof	Area	Total	Length
Roof Facets	8525 ft <sup>2</sup>	22	-
Ridges / Hips	-	6	46' 11"
Valleys	-	0	-
Rakes	-	5	30' 6"
Eaves	-	55	879' 11"
Flashing	-	36	470' 2"
Step Flashing	-	17	65' 1"
Drip Edge/Perimeter	-	-	910' 5"

Roof Pitch*	Area	Percentage
0 / 12	7893 ft <sup>2</sup>	92.59%
5 / 12	570 ft <sup>2</sup>	6.69%
13 / 12	27 ft <sup>2</sup>	0.32%
2 / 12	15 ft <sup>2</sup>	0.18%

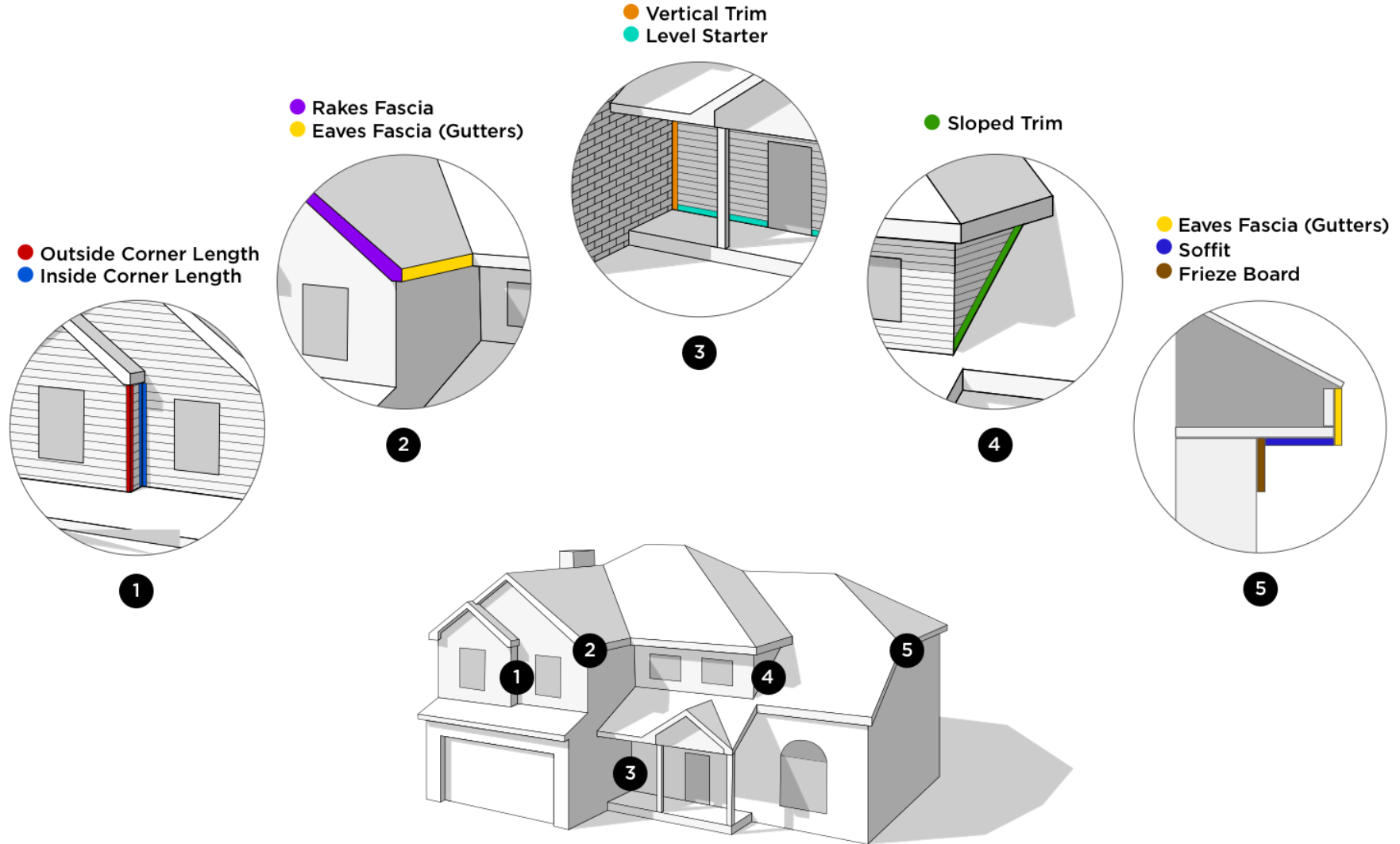
\* Only top 4 values shown. Reference Roof Pitch page for all values.

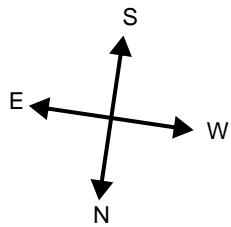


**Example Waste Factor Calculations**

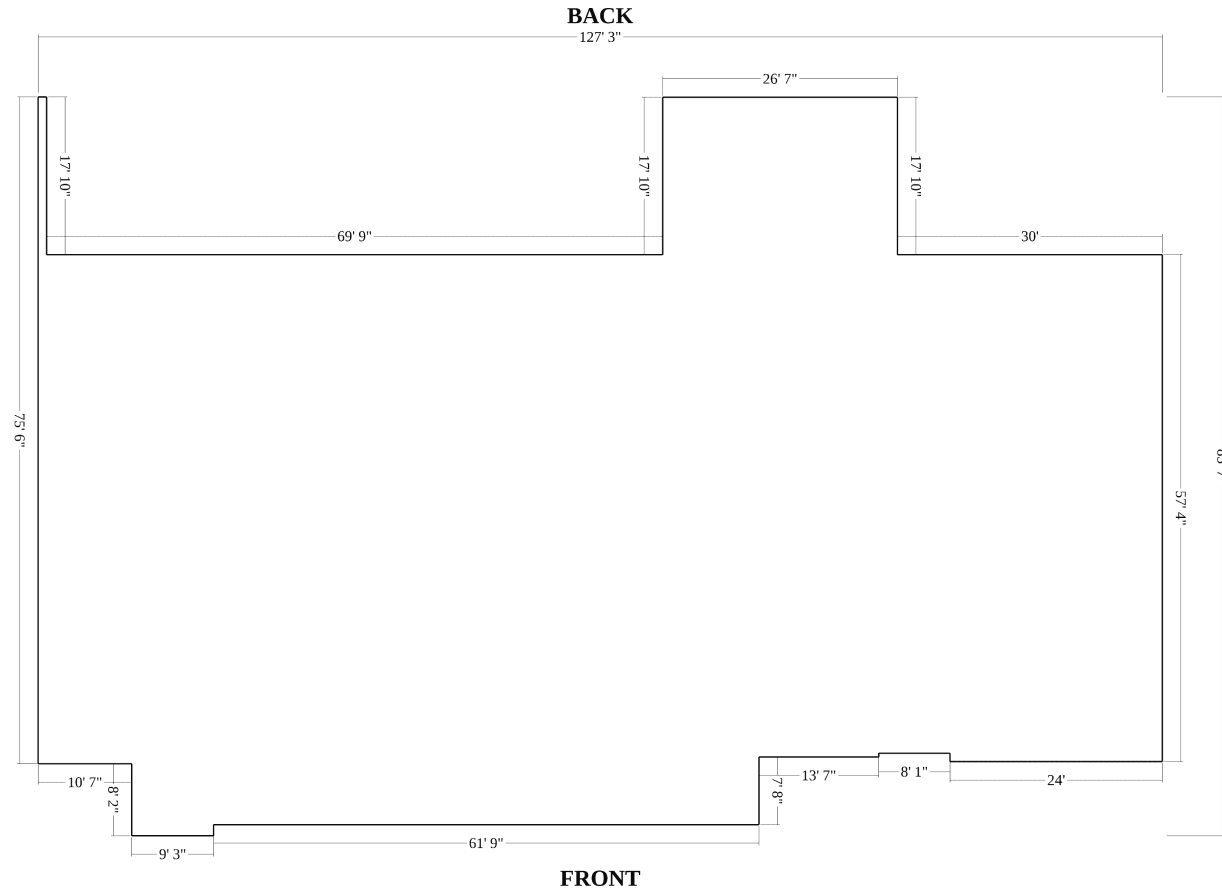
	Zero Waste	+5%	+10%	+15%	+20%
<b>Area</b>	8525 ft <sup>2</sup>	8951 ft <sup>2</sup>	9378 ft <sup>2</sup>	9804 ft <sup>2</sup>	10230 ft <sup>2</sup>
<b>Squares</b>	85½	89⅔	94	98⅓	102⅓

The table above provides the total roof area of a given property using waste percentages as noted. Please consider that area values and specific waste factors can be influenced by the size and complexity of the property, captured image quality, specific roofing techniques, and your own level of expertise. Additional square footage for Hip, Ridge, and Starter shingles are not included in this waste factor and will require additional materials. This table is only intended to make common waste calculations easier and should not be interpreted as recommendations.





Number of Stories: > 1  
 Footprint Perimeter: 459' 2"  
 Footprint Area: 8294 ft<sup>2</sup>

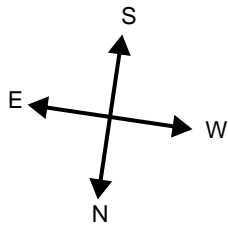


Siding Per Elevation

FRONT			RIGHT			LEFT			BACK		
SI-2	-	131 ft <sup>2</sup>	SI-1	-	3 ft <sup>2</sup>	SI-12	-	73 ft <sup>2</sup>	SI-8	-	38 ft <sup>2</sup>
SI-5	-	8 ft <sup>2</sup>	SI-3	-	12 ft <sup>2</sup>	SI-13	-	404 ft <sup>2</sup>	SI-9	-	16 ft <sup>2</sup>
			SI-4	-	34 ft <sup>2</sup>	SI-14	-	11 ft <sup>2</sup>	SI-10	-	2226 ft <sup>2</sup>
			SI-6	-	117 ft <sup>2</sup>	SI-15	-	529 ft <sup>2</sup>	SI-11	-	380 ft <sup>2</sup>
			SI-7	-	215 ft <sup>2</sup>						
<b>139 ft<sup>2</sup></b>			<b>381 ft<sup>2</sup></b>			<b>1017 ft<sup>2</sup></b>			<b>2660 ft<sup>2</sup></b>		

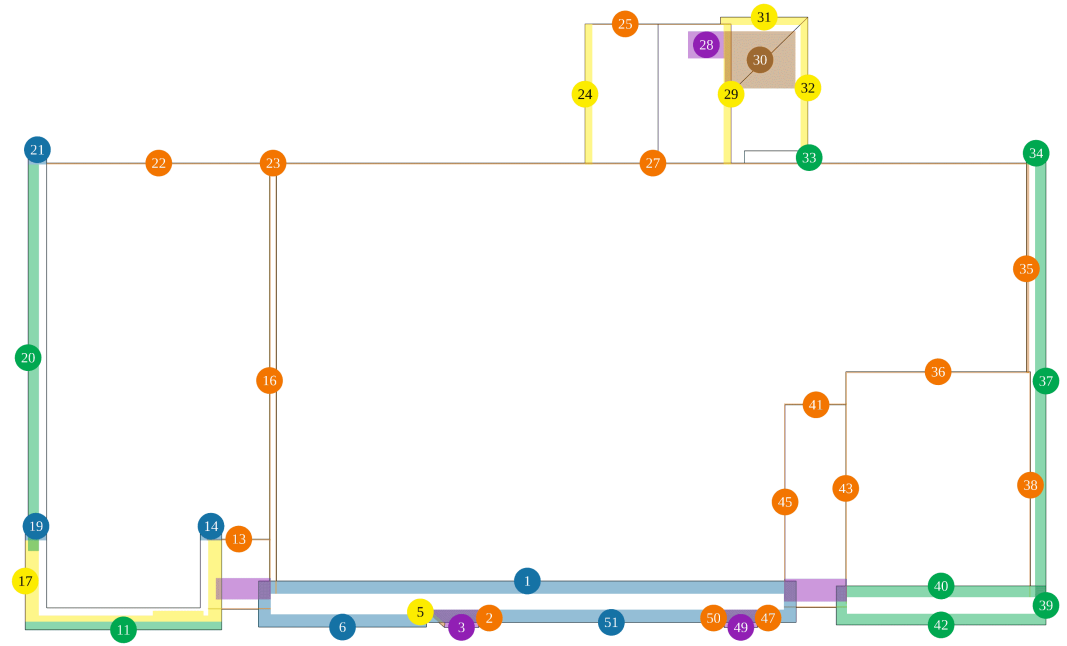


Number of Stories: > 1



Soffit Summary

Depth	Type	Count	Total Length	Total Area
1" - 6"	rakes	2	18' 4"	2 ft <sup>2</sup>
	eaves	18	414' 6"	77 ft <sup>2</sup>
6" - 12"	eaves	10	127' 9"	114 ft <sup>2</sup>
	-	1	6' 6"	4 ft <sup>2</sup>
12" - 18"	eaves	9	191' 9"	258 ft <sup>2</sup>
18" - 24"	eaves	8	149' 10"	246 ft <sup>2</sup>
24" - 48"	eaves	3	11' 6"	20 ft <sup>2</sup>
	-	4	31' 5"	65 ft <sup>2</sup>
> 48"	eaves	1	7' 4"	66 ft <sup>2</sup>
<b>Totals</b>			<b>958' 11"</b>	<b>853 ft<sup>2</sup></b>



Soffit Breakdown

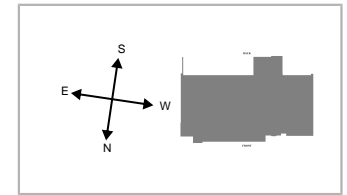
	num	Type	Depth	Length	Area	Pitch
●	1	eave	20"	68' 8"	112 ft <sup>2</sup>	0 / 12
●	2	eave	5"	3' 3"	1 ft <sup>2</sup>	15 / 12
●	3	eave	37"	3' 6"	2 ft <sup>2</sup>	13 / 12
⊘	4	eave	5"	3' 3"	1 ft <sup>2</sup>	15 / 12
●	5	eave	7"	1' 7"	1 ft <sup>2</sup>	0 / 12
●	6	eave	20"	21' 5"	35 ft <sup>2</sup>	0 / 12
⊘	7	eave	19"	2' 7"	4 ft <sup>2</sup>	0 / 12
⊘	8	eave	2"	8'	1 ft <sup>2</sup>	0 / 12
⊘	9	eave	12"	10' 5"	10 ft <sup>2</sup>	0 / 12
⊘	10	eave	9"	9' 7"	7 ft <sup>2</sup>	0 / 12
●	11	eave	12"	25' 1"	26 ft <sup>2</sup>	0 / 12
⊘	12	eave	9"	23' 1"	18 ft <sup>2</sup>	0 / 12
●	13	eave	2"	8' 2"	1 ft <sup>2</sup>	0 / 12
●	14	eave	22"	2' 9"	5 ft <sup>2</sup>	0 / 12
⊘	15	eave	2"	54' 10"	9 ft <sup>2</sup>	0 / 12
●	16	eave	2"	55' 2"	9 ft <sup>2</sup>	0 / 12
●	17	eave	12"	10' 5"	10 ft <sup>2</sup>	0 / 12
⊘	18	eave	9"	9' 7"	7 ft <sup>2</sup>	0 / 12
●	19	eave	22"	2' 9"	5 ft <sup>2</sup>	0 / 12

	num	Type	Depth	Length	Area	Pitch
●	20	eave	17"	49' 4"	68 ft <sup>2</sup>	0 / 12
●	21	eave	23"	2' 5"	4 ft <sup>2</sup>	0 / 12
●	22	eave	2"	28' 7"	5 ft <sup>2</sup>	0 / 12
●	23	eave	2"	11"	0 ft <sup>2</sup>	0 / 12
●	24	eave	11"	17' 11"	17 ft <sup>2</sup>	5 / 12
●	25	rake	1"	9' 2"	1 ft <sup>2</sup>	5 / 12
⊘	26	rake	1"	9' 2"	1 ft <sup>2</sup>	5 / 12
●	27	eave	2"	96' 5"	16 ft <sup>2</sup>	0 / 12
●	28	eave	42"	4' 8"	16 ft <sup>2</sup>	5 / 12
●	29	eave	11"	17' 11"	17 ft <sup>2</sup>	5 / 12
●	30	eave	108"	7' 4"	66 ft <sup>2</sup>	5 / 12
●	31	eave	12"	11' 2"	11 ft <sup>2</sup>	5 / 12
●	32	eave	11"	16' 1"	15 ft <sup>2</sup>	5 / 12
●	33	eave	13"	1' 9"	2 ft <sup>2</sup>	2 / 12
●	34	eave	17"	2' 6"	4 ft <sup>2</sup>	0 / 12
●	35	eave	4"	26' 8"	10 ft <sup>2</sup>	0 / 12
●	36	eave	2"	23' 7"	4 ft <sup>2</sup>	0 / 12
●	37	eave	17"	55' 4"	76 ft <sup>2</sup>	0 / 12
●	38	eave	2"	28' 7"	5 ft <sup>2</sup>	0 / 12

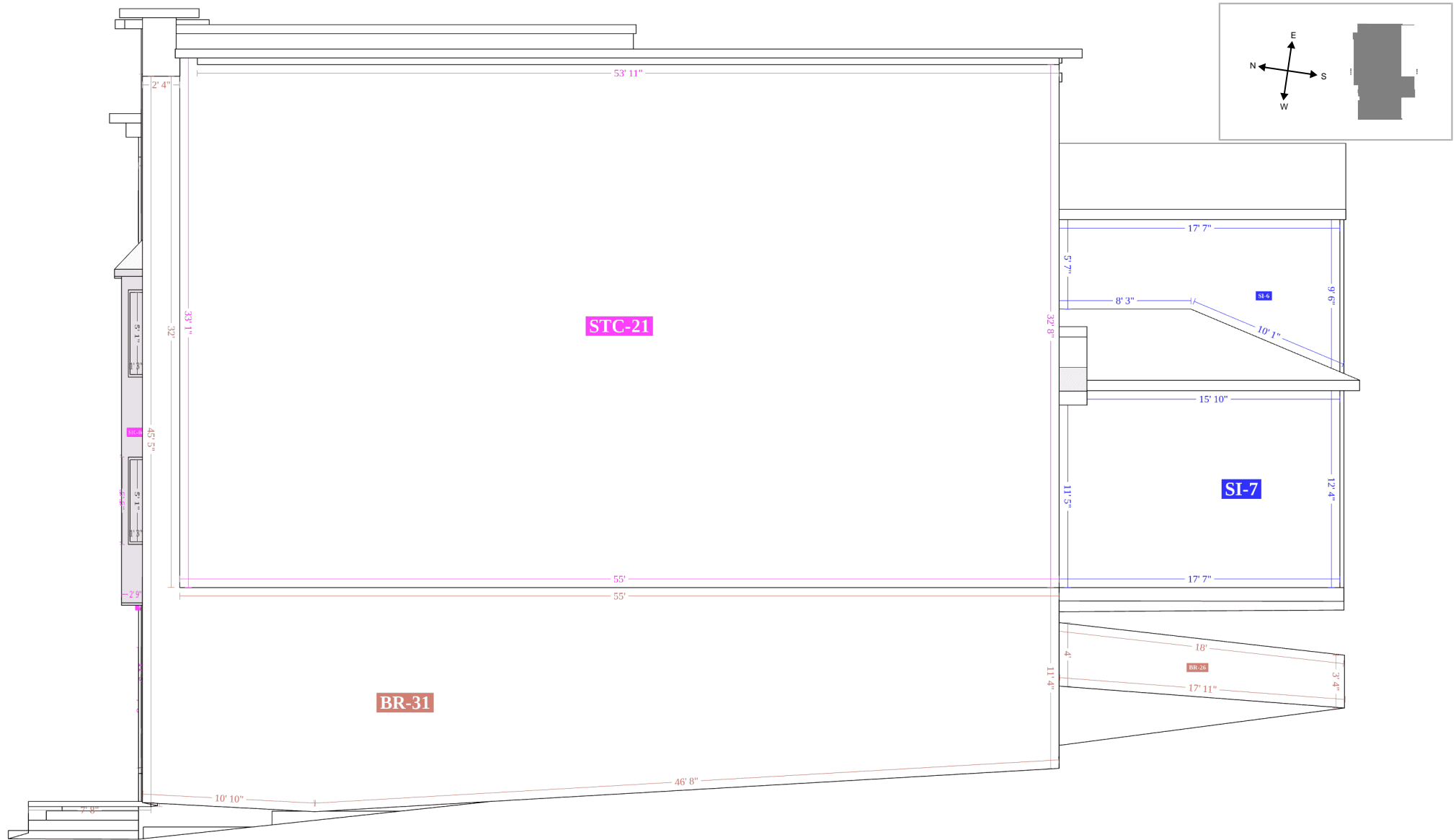
	num	Type	Depth	Length	Area	Pitch
●	39	eave	17"	2' 1"	3 ft <sup>2</sup>	0 / 12
●	40	eave	17"	26' 9"	38 ft <sup>2</sup>	0 / 12
●	41	eave	2"	8' 1"	1 ft <sup>2</sup>	0 / 12
●	42	eave	17"	26' 9"	38 ft <sup>2</sup>	0 / 12
●	43	eave	2"	29' 5"	5 ft <sup>2</sup>	0 / 12
⊘	44	eave	2"	8' 1"	1 ft <sup>2</sup>	0 / 12
●	45	eave	2"	24' 10"	4 ft <sup>2</sup>	0 / 12
⊘	46	eave	17"	2' 1"	3 ft <sup>2</sup>	0 / 12
●	47	eave	5"	3' 3"	1 ft <sup>2</sup>	16 / 12
⊘	48	eave	19"	2'	3 ft <sup>2</sup>	0 / 12
●	49	eave	35"	3' 5"	2 ft <sup>2</sup>	13 / 12
●	50	eave	5"	3' 3"	1 ft <sup>2</sup>	16 / 12
●	51	eave	20"	47' 2"	77 ft <sup>2</sup>	0 / 12
⊘	52	-	33"	8' 3"	11 ft <sup>2</sup>	0 / 12
⊘	53	-	33"	7'	19 ft <sup>2</sup>	0 / 12
⊘	54	-	7"	6' 6"	4 ft <sup>2</sup>	0 / 12
⊘	55	-	35"	8' 1"	24 ft <sup>2</sup>	0 / 12
⊘	56	-	33"	8' 1"	11 ft <sup>2</sup>	0 / 12

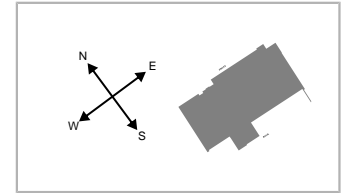
⊘ Feature is too small to label on the plan diagram

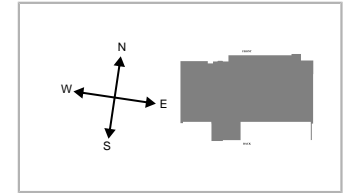
- Feature could not be labelled with complete certainty





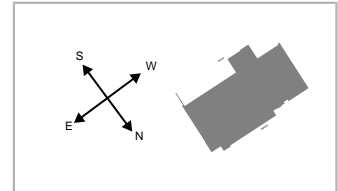












Siding

Facade	Area	Inside Corners	Outside Corners	Openings	Shutters	Vents
SI-1	3 ft <sup>2</sup>	2	-	-	-	-
SI-2	131 ft <sup>2</sup>	-	1	6	-	-
SI-3	12 ft <sup>2</sup>	1	1	1	-	-
SI-4	34 ft <sup>2</sup>	1	1	-	-	-
SI-5	8 ft <sup>2</sup>	1	-	-	-	-
SI-6	117 ft <sup>2</sup>	1	1	-	-	-
SI-7	215 ft <sup>2</sup>	2	1	-	-	-
SI-8	38 ft <sup>2</sup>	2	-	1	-	-
SI-9	16 ft <sup>2</sup>	1	1	1	-	-
SI-10	2226 ft <sup>2</sup>	5	1	51	-	-
SI-11	380 ft <sup>2</sup>	-	5	2	-	-
SI-12	73 ft <sup>2</sup>	1	1	-	-	-
SI-13	404 ft <sup>2</sup>	1	1	-	-	-
SI-14	11 ft <sup>2</sup>	-	1	-	-	-
SI-15	529 ft <sup>2</sup>	-	1	2	-	-
Total	4197 ft <sup>2</sup>	18	16	64	0	0

Brick (displaying only first 75 of 81 total facades) please use online 3D Model for remainder

Facade	Area	Openings	Shutters	Vents
BR-1	55 ft <sup>2</sup>	-	-	-
BR-2	5 ft <sup>2</sup>	-	-	-
BR-3	5 ft <sup>2</sup>	-	-	-
BR-4	5 ft <sup>2</sup>	-	-	-
BR-5	4 ft <sup>2</sup>	-	-	-
BR-6	4 ft <sup>2</sup>	-	-	-
BR-7	35 ft <sup>2</sup>	1	-	-
BR-8	2 ft <sup>2</sup>	1	-	-
BR-9	2 ft <sup>2</sup>	1	-	-
BR-10	2 ft <sup>2</sup>	1	-	-
BR-11	413 ft <sup>2</sup>	-	-	-
BR-12	2 ft <sup>2</sup>	1	-	-
BR-13	2 ft <sup>2</sup>	1	-	-
BR-14	2 ft <sup>2</sup>	1	-	-
BR-15	32 ft <sup>2</sup>	-	-	-
BR-16	6 ft <sup>2</sup>	-	-	-
BR-17	2 ft <sup>2</sup>	1	-	-
BR-18	52 ft <sup>2</sup>	-	-	-
BR-19	2 ft <sup>2</sup>	1	-	-

**Brick (cont.)**

Facade	Area	Openings	Shutters	Vents
BR-20	70 ft <sup>2</sup>	-	-	-
BR-21	2 ft <sup>2</sup>	1	-	-
BR-22	402 ft <sup>2</sup>	-	-	-
BR-23	19 ft <sup>2</sup>	-	-	-
BR-24	7 ft <sup>2</sup>	-	-	-
BR-25	81 ft <sup>2</sup>	-	-	-
BR-26	65 ft <sup>2</sup>	-	-	-
BR-27	2 ft <sup>2</sup>	-	-	-
BR-28	7 ft <sup>2</sup>	-	-	-
BR-29	45 ft <sup>2</sup>	-	-	-
BR-30	458 ft <sup>2</sup>	15	-	-
BR-31	813 ft <sup>2</sup>	-	-	-
BR-32	3 ft <sup>2</sup>	-	-	-
BR-33	10 ft <sup>2</sup>	-	-	-
BR-34	3 ft <sup>2</sup>	-	-	-
BR-35	2 ft <sup>2</sup>	-	-	-
BR-36	10 ft <sup>2</sup>	-	-	-
BR-37	27 ft <sup>2</sup>	-	-	-
BR-38	2 ft <sup>2</sup>	1	-	-

**Brick (cont.)**

<b>Facade</b>	<b>Area</b>	<b>Openings</b>	<b>Shutters</b>	<b>Vents</b>
BR-39	2 ft <sup>2</sup>	1	-	-
BR-40	1801 ft <sup>2</sup>	-	-	-
BR-41	3 ft <sup>2</sup>	-	-	-
BR-42	2 ft <sup>2</sup>	2	-	-
BR-43	3 ft <sup>2</sup>	-	-	-
BR-44	2 ft <sup>2</sup>	2	-	-
BR-45	4 ft <sup>2</sup>	-	-	-
BR-46	4 ft <sup>2</sup>	-	-	-
BR-47	2 ft <sup>2</sup>	1	-	-
BR-48	2 ft <sup>2</sup>	1	-	-
BR-49	6 ft <sup>2</sup>	-	-	-
BR-50*	2 ft <sup>2</sup>	-	-	-
BR-51*	2 ft <sup>2</sup>	-	-	-
BR-52*	0 ft <sup>2</sup>	-	-	-
BR-53*	1 ft <sup>2</sup>	-	-	-
BR-54*	0 ft <sup>2</sup>	-	-	-
BR-55*	1 ft <sup>2</sup>	-	-	-
BR-56*	0 ft <sup>2</sup>	-	-	-
BR-57*	1 ft <sup>2</sup>	-	-	-

**Brick (cont.)**

Facade	Area	Openings	Shutters	Vents
BR-58*	0 ft <sup>2</sup>	-	-	-
BR-59*	1 ft <sup>2</sup>	-	-	-
BR-60*	0 ft <sup>2</sup>	-	-	-
BR-61*	0 ft <sup>2</sup>	-	-	-
BR-62*	1 ft <sup>2</sup>	-	-	-
BR-63*	0 ft <sup>2</sup>	-	-	-
BR-64*	1 ft <sup>2</sup>	-	-	-
BR-65*	0 ft <sup>2</sup>	-	-	-
BR-66	17 ft <sup>2</sup>	-	-	-
BR-67*	1 ft <sup>2</sup>	-	-	-
BR-68*	1 ft <sup>2</sup>	-	-	-
BR-69*	1 ft <sup>2</sup>	-	-	-
BR-70*	1 ft <sup>2</sup>	-	-	-
BR-71*	1 ft <sup>2</sup>	-	-	-
BR-72*	1 ft <sup>2</sup>	-	-	-
BR-73*	1 ft <sup>2</sup>	1	-	-
BR-74*	1 ft <sup>2</sup>	1	-	-
BR-75*	1 ft <sup>2</sup>	1	-	-
<b>Total**</b>	<b>4533 ft<sup>2</sup></b>	<b>42</b>	<b>0</b>	<b>0</b>

\* Facet is not visible due to size or location

\*\* Totals row sums all 81 facades, but only 75 are shown on table. Please use online 3D Model for remainder.

**Stucco**

Facade	Area	Openings	Shutters	Vents
STC-1	119 ft <sup>2</sup>	10	-	-
STC-2	5 ft <sup>2</sup>	-	-	-
STC-3	11 ft <sup>2</sup>	-	-	-
STC-4	29 ft <sup>2</sup>	-	-	-
STC-5	9 ft <sup>2</sup>	-	-	-
STC-6	64 ft <sup>2</sup>	-	-	-
STC-7	44 ft <sup>2</sup>	1	-	-
STC-8	148 ft <sup>2</sup>	2	-	-
STC-9	123 ft <sup>2</sup>	18	-	-
STC-10	7 ft <sup>2</sup>	-	-	-
STC-11	50 ft <sup>2</sup>	2	-	-
STC-12	40 ft <sup>2</sup>	2	-	-
STC-13	1102 ft <sup>2</sup>	46	-	-
STC-14	47 ft <sup>2</sup>	2	-	-
STC-15	29 ft <sup>2</sup>	-	-	-
STC-16	40 ft <sup>2</sup>	2	-	-
STC-17	5 ft <sup>2</sup>	-	-	-
STC-18	64 ft <sup>2</sup>	-	-	-
STC-19	153 ft <sup>2</sup>	2	-	-

**Stucco (cont.)**

<b>Facade</b>	<b>Area</b>	<b>Openings</b>	<b>Shutters</b>	<b>Vents</b>
STC-20	224 ft <sup>2</sup>	-	-	-
STC-21	1800 ft <sup>2</sup>	-	-	-
STC-22	44 ft <sup>2</sup>	-	-	-
STC-23	40 ft <sup>2</sup>	-	-	-
STC-24	29 ft <sup>2</sup>	-	-	-
STC-25	5 ft <sup>2</sup>	-	-	-
STC-26	310 ft <sup>2</sup>	-	-	-
STC-27	29 ft <sup>2</sup>	-	-	-
STC-28	10 ft <sup>2</sup>	-	-	-
STC-29	9 ft <sup>2</sup>	-	-	-
STC-30	5 ft <sup>2</sup>	-	-	-
STC-31	107 ft <sup>2</sup>	18	-	-
STC-32	40 ft <sup>2</sup>	2	-	-
STC-33	40 ft <sup>2</sup>	2	-	-
STC-34	5 ft <sup>2</sup>	-	-	-
STC-35	3 ft <sup>2</sup>	-	-	-
<b>Total</b>	<b>4789 ft<sup>2</sup></b>	<b>109</b>	<b>0</b>	<b>0</b>

**Unknown (missing photos)**

Facade	Area	Openings	Shutters	Vents
UN-1	152 ft <sup>2</sup>	-	-	-
UN-2	34 ft <sup>2</sup>	-	-	-
UN-3	78 ft <sup>2</sup>	-	-	-
UN-4	64 ft <sup>2</sup>	-	-	-
UN-5	57 ft <sup>2</sup>	-	-	-
UN-6	180 ft <sup>2</sup>	-	-	-
UN-7	21 ft <sup>2</sup>	-	-	-
UN-8	155 ft <sup>2</sup>	-	-	-
UN-9	25 ft <sup>2</sup>	-	-	-
UN-10	69 ft <sup>2</sup>	-	-	-
<b>Total</b>	<b>835 ft<sup>2</sup></b>	<b>0</b>	<b>0</b>	<b>0</b>

Facades

Facade	Area	Trim			Corners		Roofline		Openings		
		Level Starter	Sloped	Vertical	Inside	Outside	Level Frieze Board	Sloped Frieze Board	Tops	Sills	Sides
SI-1	3 ft <sup>2</sup>	1' 9"	-	-	3' 10"	-	1' 9"	-	-	-	-
SI-2	131 ft <sup>2</sup>	4' 5"	-	11' 11"	-	11' 11"	-	-	19' 8"	1"	47' 7"
SI-3	12 ft <sup>2</sup>	4'	-	1'	9' 5"	8' 2"	3' 6"	-	3' 5"	3' 5"	15'
SI-4	34 ft <sup>2</sup>	3' 7"	-	-	9' 5"	9' 5"	3' 7"	-	-	-	-
SI-5	8 ft <sup>2</sup>	1"	8' 2"	-	1' 11"	-	-	8' 9"	-	-	-
SI-6	117 ft <sup>2</sup>	8' 3"	10' 1"	-	5' 7"	9' 8"	17' 7"	-	-	-	-
SI-7	215 ft <sup>2</sup>	17' 7"	-	11"	5' 8"	12' 4"	17' 7"	-	-	-	5' 9"
SI-8	38 ft <sup>2</sup>	9'	-	-	18' 10"	-	9'	-	6' 3"	6' 3"	14' 10"
SI-9	16 ft <sup>2</sup>	4' 5"	-	-	9' 5"	9' 5"	4' 5"	-	3' 6"	3' 6"	14' 10"
SI-10	2226 ft <sup>2</sup>	100'	30' 1"	59' 7"	36' 2"	10' 5"	129' 11"	-	156' 10"	155' 4"	290' 3"
SI-11	380 ft <sup>2</sup>	26' 3"	-	1' 1"	-	61' 4"	10'	17' 9"	6' 3"	6' 3"	23' 1"
SI-12	73 ft <sup>2</sup>	7' 10"	-	1'	9' 5"	8' 2"	7' 4"	-	-	-	-
SI-13	404 ft <sup>2</sup>	17' 7"	-	-	23'	23'	17' 7"	-	-	-	-
SI-14	11 ft <sup>2</sup>	11"	-	11' 11"	-	11' 11"	-	-	-	-	-
SI-15	529 ft <sup>2</sup>	56' 5"	-	10' 5"	-	10' 5"	55' 4"	-	6' 2"	6' 2"	11' 6"
Total*	4197 ft <sup>2</sup>	262' 1"	48' 5"	97' 10"	66' 3"	93' 1"	277' 6"	26' 7"	202' 1"	181'	422' 11"

\*Totals de-duplicate any line segments that are shared between multiple facades, and as a result may not represent a total summation of the corresponding column.

Example Waste Factor Calculations

SIDING & TRIM ONLY

	Zero Waste	+10%	+18%
SI-1	3 ft <sup>2</sup>	3 ft <sup>2</sup>	4 ft <sup>2</sup>
SI-2	131 ft <sup>2</sup>	144 ft <sup>2</sup>	155 ft <sup>2</sup>
SI-3	12 ft <sup>2</sup>	13 ft <sup>2</sup>	14 ft <sup>2</sup>
SI-4	34 ft <sup>2</sup>	37 ft <sup>2</sup>	40 ft <sup>2</sup>
SI-5	8 ft <sup>2</sup>	9 ft <sup>2</sup>	9 ft <sup>2</sup>
SI-6	117 ft <sup>2</sup>	129 ft <sup>2</sup>	138 ft <sup>2</sup>
SI-7	215 ft <sup>2</sup>	237 ft <sup>2</sup>	254 ft <sup>2</sup>
SI-8	38 ft <sup>2</sup>	42 ft <sup>2</sup>	45 ft <sup>2</sup>
SI-9	16 ft <sup>2</sup>	18 ft <sup>2</sup>	19 ft <sup>2</sup>
SI-10	2226 ft <sup>2</sup>	2449 ft <sup>2</sup>	2627 ft <sup>2</sup>
SI-11	380 ft <sup>2</sup>	418 ft <sup>2</sup>	448 ft <sup>2</sup>
SI-12	73 ft <sup>2</sup>	80 ft <sup>2</sup>	86 ft <sup>2</sup>
SI-13	404 ft <sup>2</sup>	444 ft <sup>2</sup>	477 ft <sup>2</sup>
SI-14	11 ft <sup>2</sup>	12 ft <sup>2</sup>	13 ft <sup>2</sup>
SI-15	529 ft <sup>2</sup>	582 ft <sup>2</sup>	624 ft <sup>2</sup>
UN-7	21 ft <sup>2</sup>	23 ft <sup>2</sup>	25 ft <sup>2</sup>

+ OPENINGS < 20FT<sup>2</sup>

	Zero Waste	+10%	+18%
	3 ft <sup>2</sup>	3 ft <sup>2</sup>	4 ft <sup>2</sup>
	169 ft <sup>2</sup>	186 ft <sup>2</sup>	199 ft <sup>2</sup>
	12 ft <sup>2</sup>	13 ft <sup>2</sup>	14 ft <sup>2</sup>
	34 ft <sup>2</sup>	37 ft <sup>2</sup>	40 ft <sup>2</sup>
	8 ft <sup>2</sup>	9 ft <sup>2</sup>	9 ft <sup>2</sup>
	117 ft <sup>2</sup>	129 ft <sup>2</sup>	138 ft <sup>2</sup>
	215 ft <sup>2</sup>	237 ft <sup>2</sup>	254 ft <sup>2</sup>
	38 ft <sup>2</sup>	42 ft <sup>2</sup>	45 ft <sup>2</sup>
	16 ft <sup>2</sup>	18 ft <sup>2</sup>	19 ft <sup>2</sup>
	2970 ft <sup>2</sup>	3267 ft <sup>2</sup>	3505 ft <sup>2</sup>
	410 ft <sup>2</sup>	451 ft <sup>2</sup>	484 ft <sup>2</sup>
	73 ft <sup>2</sup>	80 ft <sup>2</sup>	86 ft <sup>2</sup>
	404 ft <sup>2</sup>	444 ft <sup>2</sup>	477 ft <sup>2</sup>
	11 ft <sup>2</sup>	12 ft <sup>2</sup>	13 ft <sup>2</sup>
	559 ft <sup>2</sup>	615 ft <sup>2</sup>	660 ft <sup>2</sup>
	21 ft <sup>2</sup>	23 ft <sup>2</sup>	25 ft <sup>2</sup>

+ OPENINGS < 33FT<sup>2</sup>

	Zero Waste	+10%	+18%
	3 ft <sup>2</sup>	3 ft <sup>2</sup>	4 ft <sup>2</sup>
	189 ft <sup>2</sup>	208 ft <sup>2</sup>	223 ft <sup>2</sup>
	33 ft <sup>2</sup>	36 ft <sup>2</sup>	39 ft <sup>2</sup>
	34 ft <sup>2</sup>	37 ft <sup>2</sup>	40 ft <sup>2</sup>
	8 ft <sup>2</sup>	9 ft <sup>2</sup>	9 ft <sup>2</sup>
	117 ft <sup>2</sup>	129 ft <sup>2</sup>	138 ft <sup>2</sup>
	215 ft <sup>2</sup>	237 ft <sup>2</sup>	254 ft <sup>2</sup>
	38 ft <sup>2</sup>	42 ft <sup>2</sup>	45 ft <sup>2</sup>
	37 ft <sup>2</sup>	41 ft <sup>2</sup>	44 ft <sup>2</sup>
	2970 ft <sup>2</sup>	3267 ft <sup>2</sup>	3505 ft <sup>2</sup>
	410 ft <sup>2</sup>	451 ft <sup>2</sup>	484 ft <sup>2</sup>
	73 ft <sup>2</sup>	80 ft <sup>2</sup>	86 ft <sup>2</sup>
	404 ft <sup>2</sup>	444 ft <sup>2</sup>	477 ft <sup>2</sup>
	11 ft <sup>2</sup>	12 ft <sup>2</sup>	13 ft <sup>2</sup>
	559 ft <sup>2</sup>	615 ft <sup>2</sup>	660 ft <sup>2</sup>
	21 ft <sup>2</sup>	23 ft <sup>2</sup>	25 ft <sup>2</sup>

**SIDING & TRIM ONLY (CONT.)**

	<b>Zero Waste</b>	<b>+10%</b>	<b>+18%</b>
<b>Trims</b>	121 ft <sup>2</sup>	133 ft <sup>2</sup>	143 ft <sup>2</sup>
<b>Total</b>	4339 ft <sup>2</sup>	4773 ft <sup>2</sup>	5121 ft <sup>2</sup>

**+ OPENINGS < 20FT<sup>2</sup>**

	<b>Zero Waste</b>	<b>+10%</b>	<b>+18%</b>
	308 ft <sup>2</sup>	339 ft <sup>2</sup>	363 ft <sup>2</sup>
	5368 ft <sup>2</sup>	5905 ft <sup>2</sup>	6335 ft <sup>2</sup>

**+ OPENINGS < 33FT<sup>2</sup>**

	<b>Zero Waste</b>	<b>+10%</b>	<b>+18%</b>
	308 ft <sup>2</sup>	339 ft <sup>2</sup>	363 ft <sup>2</sup>
	5430 ft <sup>2</sup>	5973 ft <sup>2</sup>	6409 ft <sup>2</sup>

The first Siding Waste Factor table is calculated using the total ft<sup>2</sup> of siding facades, ft<sup>2</sup> of trim touching siding, and ft<sup>2</sup> of unknowns touching siding.

The tables above provide the area of siding on a given property, segmented by individual and in sum total form. Values include openings (doors & windows) and waste percentages as noted. Please consider that area values and specific waste factors can be influenced by the size and complexity of the property, captured image quality, specific siding techniques, and your own level of expertise. Accessories are not included in these values and may require additional material.

These tables are only intended to make common waste calculations easier and should not be interpreted as recommendations.

Windows (displaying first 64 of 204 total windows)

Group	Group Width x Height	Group United Inches	Opening	Width x Height	United Inches	Area
WG-1	132" x 84"	216"	W-101	42" x 19"	61"	6 ft <sup>2</sup>
			W-102	42" x 19"	61"	6 ft <sup>2</sup>
			W-103	42" x 19"	61"	6 ft <sup>2</sup>
			W-104	20" x 42"	62"	6 ft <sup>2</sup>
			W-105	41" x 42"	83"	12 ft <sup>2</sup>
			W-106	41" x 42"	83"	12 ft <sup>2</sup>
			W-107	20" x 42"	62"	6 ft <sup>2</sup>
			W-108	42" x 19"	61"	6 ft <sup>2</sup>
			W-109	42" x 19"	61"	6 ft <sup>2</sup>
			W-110	42" x 19"	61"	6 ft <sup>2</sup>

Windows (cont.)

Group	Group Width x Height	Group United Inches	Opening	Width x Height	United Inches	Area
WG-2	72" x 83"	155"	W-111	23" x 18"	41"	3 ft <sup>2</sup>
			W-112	23" x 18"	41"	3 ft <sup>2</sup>
			W-113	23" x 18"	41"	3 ft <sup>2</sup>
			W-117	17" x 41"	57"	5 ft <sup>2</sup>
			W-118	32" x 41"	72"	9 ft <sup>2</sup>
			W-119	17" x 41"	57"	5 ft <sup>2</sup>
			W-123	23" x 18"	41"	3 ft <sup>2</sup>
			W-124	23" x 18"	41"	3 ft <sup>2</sup>
			W-125	23" x 18"	41"	3 ft <sup>2</sup>
WG-3	72" x 83"	155"	W-114	23" x 18"	41"	3 ft <sup>2</sup>
			W-115	23" x 18"	41"	3 ft <sup>2</sup>
			W-116	23" x 18"	41"	3 ft <sup>2</sup>
			W-120	17" x 41"	57"	5 ft <sup>2</sup>
			W-121	32" x 41"	72"	9 ft <sup>2</sup>
			W-122	17" x 41"	57"	5 ft <sup>2</sup>
			W-126	23" x 18"	41"	3 ft <sup>2</sup>
			W-127	23" x 18"	41"	3 ft <sup>2</sup>
			W-128	23" x 18"	41"	3 ft <sup>2</sup>

Windows (cont.)

Group	Group Width x Height	Group United Inches	Opening	Width x Height	United Inches	Area
WG-4	97" x 84"	181"	W-129	31" x 19"	50"	4 ft <sup>2</sup>
			W-130	31" x 19"	50"	4 ft <sup>2</sup>
			W-131	31" x 19"	50"	4 ft <sup>2</sup>
			W-141	22" x 41"	63"	6 ft <sup>2</sup>
			W-142	46" x 41"	87"	13 ft <sup>2</sup>
			W-143	22" x 41"	63"	6 ft <sup>2</sup>
			W-153	31" x 19"	50"	4 ft <sup>2</sup>
			W-154	31" x 19"	50"	4 ft <sup>2</sup>
			W-155	31" x 19"	50"	4 ft <sup>2</sup>
WG-5	97" x 84"	181"	W-132	31" x 19"	50"	4 ft <sup>2</sup>
			W-133	31" x 19"	50"	4 ft <sup>2</sup>
			W-134	31" x 19"	50"	4 ft <sup>2</sup>
			W-144	22" x 41"	63"	6 ft <sup>2</sup>
			W-145	46" x 41"	87"	13 ft <sup>2</sup>
			W-146	22" x 41"	63"	6 ft <sup>2</sup>
			W-156	31" x 19"	50"	4 ft <sup>2</sup>
			W-157	31" x 19"	50"	4 ft <sup>2</sup>
			W-158	31" x 19"	50"	4 ft <sup>2</sup>

Windows (cont.)

Group	Group Width x Height	Group United Inches	Opening	Width x Height	United Inches	Area
WG-6	103" x 84"	187"	W-135	33" x 19"	52"	4 ft <sup>2</sup>
			W-136	33" x 19"	52"	4 ft <sup>2</sup>
			W-137	33" x 19"	52"	4 ft <sup>2</sup>
			W-147	24" x 41"	65"	7 ft <sup>2</sup>
			W-148	49" x 41"	90"	14 ft <sup>2</sup>
			W-149	24" x 41"	65"	7 ft <sup>2</sup>
			W-160	33" x 19"	52"	4 ft <sup>2</sup>
			W-161	33" x 19"	52"	4 ft <sup>2</sup>
			W-162	33" x 19"	52"	4 ft <sup>2</sup>
WG-7	103" x 84"	187"	W-138	33" x 19"	52"	4 ft <sup>2</sup>
			W-139	33" x 19"	52"	4 ft <sup>2</sup>
			W-140	33" x 19"	52"	4 ft <sup>2</sup>
			W-150	24" x 41"	65"	7 ft <sup>2</sup>
			W-151	49" x 41"	90"	14 ft <sup>2</sup>
			W-152	24" x 41"	65"	7 ft <sup>2</sup>
			W-163	33" x 19"	52"	4 ft <sup>2</sup>
			W-164	33" x 19"	52"	4 ft <sup>2</sup>
			W-165	33" x 19"	52"	4 ft <sup>2</sup>
			Total*	-	15837"	2062 ft <sup>2</sup>

\* Total row sums all 204 windows, but only 64 are shown on table. Please use online 3D Model for remainder.

**Doors**

Opening	Width x Height
D-1	36" x 82"
D-2	36" x 82"
D-3	60" x 80"
D-4	36" x 80"
D-5	36" x 82"
D-6	72" x 80"
D-7	36" x 82"
SGD-1	72" x 80"
SGD-2	72" x 80"
SGD-3	72" x 80"
SGD-4	72" x 80"

\*Door height and width have been snapped to standard

**Entire Doors**

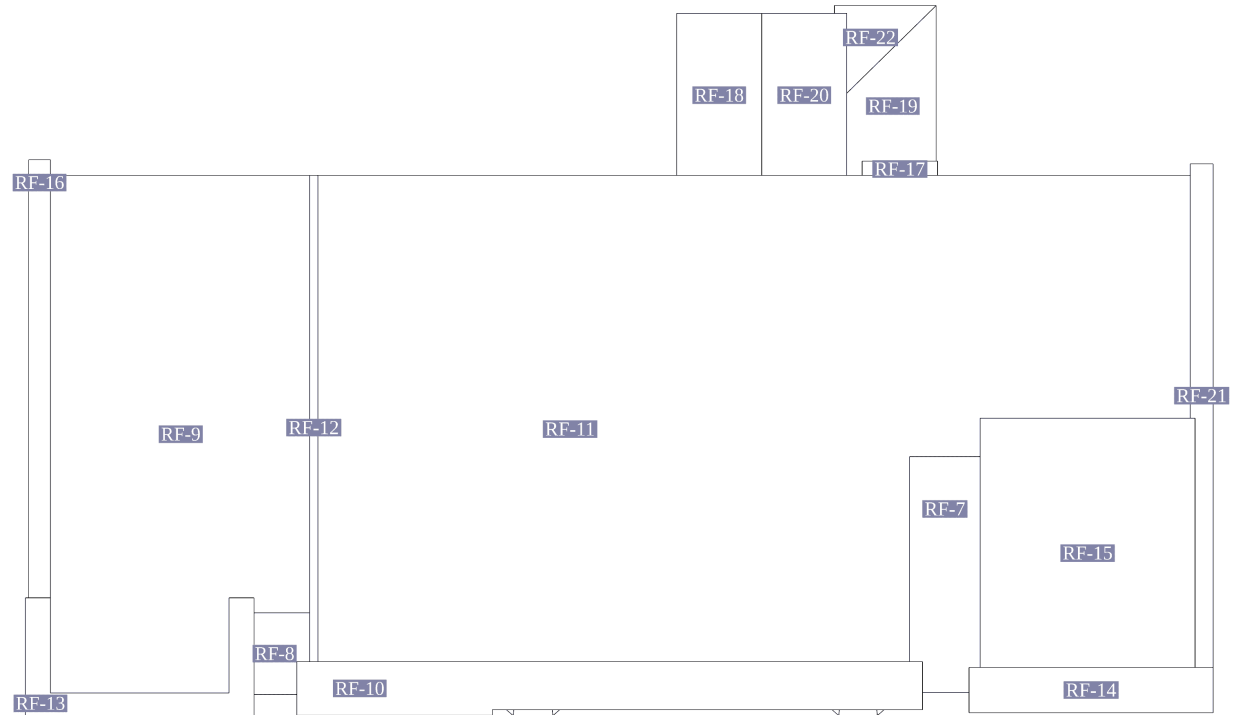
Opening	Width x Height	Area
D-1	36" x 82"	20 ft <sup>2</sup>
D-2	38" x 102"	27 ft <sup>2</sup>
D-3	66" x 80"	37 ft <sup>2</sup>
D-4	36" x 80"	20 ft <sup>2</sup>
D-5	37" x 86"	22 ft <sup>2</sup>
D-6	71" x 85"	42 ft <sup>2</sup>
D-7	38" x 85"	22 ft <sup>2</sup>
SGD-1	71" x 94"	46 ft <sup>2</sup>
SGD-2	71" x 94"	46 ft <sup>2</sup>
SGD-3	71" x 94"	46 ft <sup>2</sup>
SGD-4	71" x 94"	46 ft <sup>2</sup>
<b>Total</b>	-	<b>374 ft<sup>2</sup></b>

\*Total door square footage includes entire door package (e.g. with transoms, sidelites, etc.)



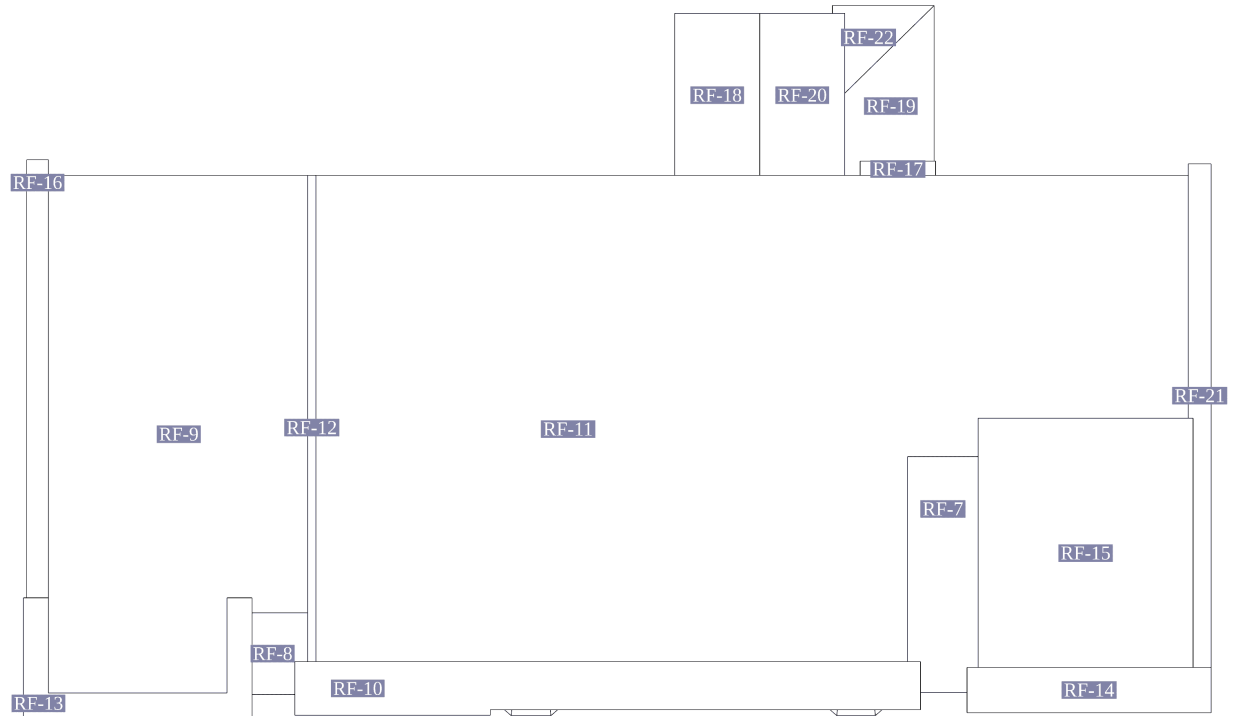
Roof Facets

Facet	Area	Pitch
RF-1	14 ft <sup>2</sup>	13/12
RF-2	5 ft <sup>2</sup>	15/12
RF-3	5 ft <sup>2</sup>	15/12
RF-4	5 ft <sup>2</sup>	16/12
RF-5	13 ft <sup>2</sup>	13/12
RF-6	5 ft <sup>2</sup>	16/12
RF-7	210 ft <sup>2</sup>	0/12
RF-8	72 ft <sup>2</sup>	0/12
RF-9	1547 ft <sup>2</sup>	0/12
RF-10	375 ft <sup>2</sup>	0/12
RF-11	4448 ft <sup>2</sup>	0/12
RF-12	50 ft <sup>2</sup>	0/12
RF-13	127 ft <sup>2</sup>	0/12
RF-14	133 ft <sup>2</sup>	0/12
RF-15	679 ft <sup>2</sup>	0/12
RF-16	120 ft <sup>2</sup>	0/12
RF-17	15 ft <sup>2</sup>	2/12
RF-18	183 ft <sup>2</sup>	5/12
RF-19	142 ft <sup>2</sup>	5/12

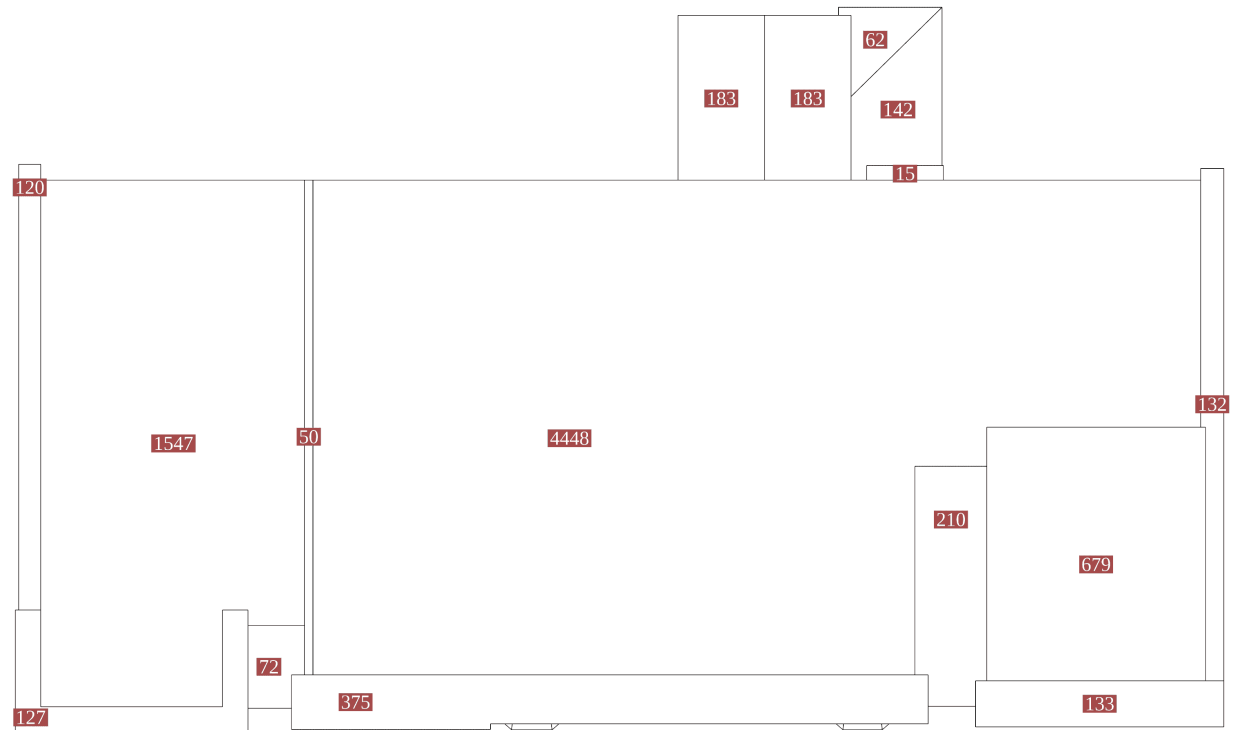


Roof Facets (cont.)

Facet	Area	Pitch
RF-20	183 ft <sup>2</sup>	5/12
RF-21	132 ft <sup>2</sup>	0/12
RF-22	62 ft <sup>2</sup>	5/12



Roof	Facets	Total
Total	22	8525 ft <sup>2</sup>



Roof Pitch	Area	Percentage
0 / 12	7893 ft <sup>2</sup>	92.59%
5 / 12	570 ft <sup>2</sup>	6.69%
13 / 12	27 ft <sup>2</sup>	0.32%
2 / 12	15 ft <sup>2</sup>	0.18%
15 / 12	10 ft <sup>2</sup>	0.12%
16 / 12	10 ft <sup>2</sup>	0.12%











**Borough of Phoenixville**  
**Council, Authorities, Bureaus, Commissions, and Agencies**

<b>Planning Commission - 4 Year Term</b>	<b>Appointed</b>	<b>Reappointed</b>	<b>Term Expiration</b>
Josh Gould	March 12, 2024		March 31, 2028
Raffaello DiNapoli	February 14, 2017	April 8, 2025	March 31, 2029
Amanda Irwin - Vice Chairperson	March 12, 2024		March 31, 2028
Catherine Bianco - Chairperson	March 9, 2021	March 11, 2025	March 31, 2029
Joseph Sikora	March 8, 2022		March 31, 2026
Thomas Carnevale	April 12, 2011	March 8, 2022	March 31, 2026
Jahan Tavangar	November 12, 2024		March 31, 2027
Brian Moore - Council Liaison			N/A

<b>Zoning Hearing Board - 5 Year Term</b>	<b>Appointed</b>	<b>Reappointed</b>	<b>Term Expiration</b>
Jonathan Steitzer	February 14, 2023		January 31, 2028
David Petty	October 10, 2023	January 9, 2024	January 31, 2029
Maureen Ahearn - Vice Chairperson	February 11, 2020	January 14, 2025	January 31, 2030
Bryan Emmanuel - Chairperson	April 10, 2018	January 12, 2021	January 31, 2026
Carolyn Treglia	April 9, 2024		January 31, 2027

<b>Recreation Board - 4 YR Term</b>	<b>Appointed</b>	<b>Reappointed</b>	<b>Term Expiration</b>
Kathy Gill - Vice-Chairperson	May 10, 2016	April 9, 2024	April 30, 2028
Andrew Hungerbuhler	April 9, 2024		April 30, 2028
Ed Lantzy	January 1, 2006	April 8, 2025	April 30, 2029
Joellen Nicholson	May 13, 2025		April 30, 2029
Janet Hunter - Chairperson	January 1, 2008	April 12, 2022	April 30, 2026
Allison Peffle	May 11, 2021	April 12, 2022	April 30, 2026
Dave Gill	May 10, 2010	March 14, 2023	April 30, 2027
Dana Dugan - Council Liaison	April 27, 2010		N/A

<b>HARB - 4 Year Term</b>	<b>Appointed</b>	<b>Reappointed</b>	<b>Term Expiration</b>
Brian Slater - Chairperson - Real Estate	September 11, 2007	August 13, 2024	August 31, 2028
William Felton - Contractor	August 13, 2013	August 12, 2025	August 31, 2029
Brandon Wertz	August 12, 2025		August 31, 2029
Joel Bartlett - Architect		August 8, 2023	August 31, 2027
Joseph Sikora - Planning Comm	January 12, 2023		March 31, 2026
Matthew McCloskey - BCO	September 12, 2023		N/A
Dana Dugan - Borough Council			N/A

<b>Borough Council - 4 Year Term</b>	<b>Appointed</b>	<b>Reappointed</b>	<b>Term Expiration</b>
Beth Burckley - Vice President	January 2, 2018	January 3, 2022	January 5, 2026
James Carminito	January 3, 2022		January 5, 2026
Dana Dugan	January 4, 2010	January 3, 2022	January 5, 2026
Jonathan Ewald - President	January 4, 2016	January 2, 2024	January 3, 2028
Richard Kirkner	January 2, 2018	January 3, 2022	January 5, 2026
Brian Moore - Assistant Secretary	January 6, 2020	January 2, 2024	January 3, 2028
David Strenfel	January 2, 2024		January 3, 2028
Brian Weiss	January 6, 2020	January 2, 2024	January 3, 2028
Peter Urscheler - Mayor	January 2, 2018	January 3, 2022	January 3, 2026

<b>Civil Service Commission - 6 YR Term</b>	<b>Appointed</b>	<b>Reappointed</b>	<b>Term Expiration</b>
Mari Wineburg - Chairperson	September 14, 2021	August 8, 2023	January 31, 2028
Amara Thornton-Brown - Vice Chair	July 14, 2020	January 9, 2024	January 31, 2030
Beth Burckley	December 12, 2023		January 5, 2026
Alternate - J. D. Maloney	March 12, 2024		January 31, 2027
Alternate - Jeffrey Jones	January 14, 2025		January 31, 2029

<b>Tree Advisory - 5 Year Term</b>	<b>Appointed</b>	<b>Reappointed</b>	<b>Term Expiration</b>
Jennifer Chandler - Secretary	January 14, 2025	June 10, 2025	June 30, 2030
Susan Di Cerchio	July 12, 2022		June 30, 2027
Heidi Warning	June 10, 2025		June 30, 2029
Justin Gordon - Chairperson	August 13, 2024		June 30, 2028
Mary Foote	July 9, 2019		June 30, 2026
James Carminito - Council Liaison			N/A

<b>Human Relations - 3 Year Term</b>	<b>Appointed</b>	<b>Reappointed</b>	<b>Term Expiration</b>
Kevin Zwick - Chairperson	September 10, 2024		March 31, 2026
Jasmine Joyner	May 13, 2025		March 31, 2026
Koretta McGhee	January 14, 2025		March 31, 2028
Rev. Lee Paczulla	March 8, 2022	April 8, 2025	March 31, 2028
Susmita Sukla - Co-Chairperson	January 9, 2024		March 31, 2027
Beth Burckley - Council Liaison			N/A

<b>Other Appointments</b>	<b>Appointed</b>	<b>Reappointed</b>	<b>Term Expires</b>
Emergency Management Coordinator Karin Williams	January 1, 2015		N/A
Vacancy Board Chairman Leo Scoda	February 9, 2021	January 14, 2025	December 31, 2025

**RESOLUTION NO. 2025 –**

**BOROUGH OF PHOENIXVILLE  
CHESTER COUNTY, PENNSYLVANIA**

**A RESOLUTION OF THE COUNCIL OF THE BOROUGH OF PHOENIXVILLE, CHESTER COUNTY, PENNSYLVANIA, ADOPTING THE FORM POLICE DEPARTMENT RIDE-ALONG PROGRAM APPLICATION AND AGREEMENTS, AND AUTHORIZE THE CHIEF OF POLICE TO UTILIZE AND IMPLEMENT SUCH APPLICATION AND AGREEMENTS.**

**WHEREAS**, from time-time, pursuant to the policy declared by the Mayor dated August 25, 2025 (the “Policy”), the Phoenixville Police Department (the “Department”) may allow a civilian (the “Participant”) to engage in a ride-along program, whereby said Participant will accompany a Department police officer and observe police operations firsthand (the “Program”); and

**WHEREAS**, in order to continue the Program, the Borough of Phoenixville (the “Borough”) desires to update and adopt Program agreements (“Agreements”); and

**WHEREAS**, the Borough further desires to allow the Department Chief of Police to utilize the aforesaid Agreements to review Program applications and make decisions thereon in his/her sole discretion; and

**WHEREAS**, the Borough also desires to allow the Department Chief of Police to execute the aforesaid pre-approved Agreements for approved Participants on behalf of the Borough and the Department, where determined to be in the best interests of the Borough.

**NOW, THEREFORE, BE IT RESOLVED**, as follows:

1. Phoenixville Borough Council hereby adopts the Borough of Phoenixville Police Department Ride-Along Application and Agreement specifically relating to the Ride-Along Program Policy declared by the Borough Mayor on August 25, 2025, including, without limitation,

the forms, waivers, and agreements attached thereto, all of which are attached hereto as Exhibit “A”, and further authorizes the Borough Chief of Police to execute and implement said Policy on behalf of the Borough.

2. Phoenixville Borough Council hereby authorizes the Borough Chief of Police to utilize, agree, execute, and complete the forms, waivers, and agreements attached to the Borough of Phoenixville Police Department Ride-Along Program Policy on behalf of the Borough.

**APPROVED** and **RESOLVED**, at a public meeting of the Phoenixville Borough Council, Chester County, Pennsylvania, in lawful session duly assembled this 9th day of August 2025.

By: \_\_\_\_\_  
Jonathan M. Ewald  
President, Borough Council

**ENACTED**, this 9th day of August 2025.

By: \_\_\_\_\_  
E. Jean Krack, Borough Manager/Secretary

**I HEREBY CERTIFY**, that the foregoing is a true and correct copy of the said Resolution duly adopted at a regular meeting of Borough Council held on the 9th day of August 2025.

By: \_\_\_\_\_  
E. Jean Krack, Borough Manager/Secretary

**EXHIBIT A**  
**Borough of Phoenixville Police Department Ride-Along Program Application & Agreement**

**BOROUGH OF PHOENIXVILLE POLICE DEPARTMENT  
RIDE-ALONG PROGRAM POLICY**

**1. PURPOSE:**

The Ride-Along Program (“Program”) provides community members an opportunity to observe the Borough of Phoenixville Police Department (“Department”) police operations firsthand, fostering transparency and community trust while ensuring the safety and integrity of the Department activities. This policy (“Policy”) establishes guidelines for the police officers and community members participating in the Program.

**2. POLICY:**

A. At all times during the Program, ride-along participant(s) (“Participant(s)”) shall be under the strict supervision of assigned Department police officer(s) and Participants shall be required to abide by this Agreement, the established rules and regulations for the Program established by the Department, and the verbal commands of their assigned police officer(s).

B. The Department shall assign at least one (1) Department police officer (“Host Officer”) to act as the host and supervisor for Participant.

C. In no way does this Policy require the Department to engage in the Ride-Along Program. The Ride-Along Program may be operated, suspended, or discontinued in the sole discretion of the Department Chief of Police.

**3. PARTICIPANT ELIGIBILITY:**

A. To be eligible to participate in the Program, Participants must:

- i. Be at least 18 years of age
- ii. Complete and submit the following forms prior to participation:
  - (1) Ride-Along Application
  - (2) Waiver and Release of Liability Agreement
  - (3) Confidentiality Agreement
- iii. Pass a limited background check. Participants with outstanding warrants, criminal convictions, violent crime arrests, or pending criminal charges will be denied.
- iv. Have an acceptable history of sound mental health.
- v. Be willing to comply with the Program rules and guidelines (outlined below)
- vi. Be approved by the Chief of Police or his/her designee. The Department reserves the right to reject any ride-along request for any or no reason.

**4. RIDE-ALONG REQUESTS:**

Civilians wishing to participate in the Program may make application by completing the document(s) approved by Borough Council, and submitting them in person to the Phoenixville Police Department, 351 Bridge Street, Phoenixville, PA 19460, at least two (2) weeks prior to the requested ride-along date. Requests for specific time periods or patrol areas, or a particular officer will be considered by the Department when processing the request.

The ride-along request must specify whether the request is for a one-time ride-along (e.g. a few hours on an officers shift) or an internship for college credits.

The Department may cancel or reschedule ride-alongs due to operational needs or emergencies without prior notice. Participation may be limited based on staffing and vehicle capacity.

## 5. PROGRAM RULES AND GUIDELINES

### A. Participants:

- i. Participants are required to read and familiarize themselves with these Program Rules and Guidelines, as well as this overall Policy, prior to engaging in the Program.
- ii. Participants must arrange transportation to and from the Borough of Phoenixville Police Station.
- iii. Participants must provide the Host Officer with proper identification prior to the ride-along.
- iv. Participants are NOT permitted to photograph/videotape or audio record any portion of the ride-along unless approved by the Chief of Police.
- v. Participants must wear neat, clean, appropriate clothing. Shorts, sweat suits or jogging suits, tank tops, halter-tops, or clothing that is torn, soiled or displays offensive language or symbols will not be allowed. Wear appropriate footwear. Flip flops or sandals are not allowed.
- vi. Participants must obey all instructions and safety protocols.
- vii. Participants are prohibited from carrying any firearm or any other weapon.
- viii. Participants are further prohibited from handling any weapons or equipment without the expressed permission of the Host Officer or, in the case of an extreme emergency, where the lives of any officer or the Participant are directly and immediately threatened.
- ix. Participants are encouraged to ask questions about police work. However, DO NOT interfere in any way with the Host Officer's handling of a situation. Participants may ask questions concerning a specific assignment *after* it has been completed and the Participant and Host Officer have left the scene.
- x. Participants are prohibited from taking part in any arrest and are forbidden from using force of any kind except to protect their own lives, the life of the Host Officer, or another person.
- xi. Participants must remain in the Department vehicle unless directed otherwise by the Host Officer.
- xii. Certain police calls are considered inherently dangerous and/or of a particularly sensitive nature, and the Host Officer may respond to the call after dropping you off at a safe place. Follow the procedure outlined by the Host Officer and wait for a police vehicle to pick you up.
- xiii. Participants are prohibited from entering residences on the following police responses to call for service:
  - (1) Domestic disturbances
  - (2) Sex offenses
  - (3) Any incident that has the potential for injury to the Participant
  - (4) Any other incident the Host Officer believes may be hazardous or inappropriate for the Participant to view
  - (5) Any incident where the victim, complainant or property owner objects to the presence of the Participant

xiv. Participants shall not communicate with complainants, witnesses, victims, suspects or other persons associated with any police response to incidents during the course of the Program.

xv. Participants must follow the directions of the Host Officer and must not act in any manner which would bring discredit to or reflect unfavorably upon the Department.

xvi. Participants shall treat all police communications, observations, and conversations overheard as strictly confidential.

xvii. Participants may be requested to appear as a witness in court proceedings. The Department will not be responsible for any salaries, fees, or expenses incurred by the Participant in doing so.

B. Host Officers:

i. Host Officers program will directly supervise the Participants.

ii. Host Officers shall be knowledgeable in the Program rules and procedures and this Policy. They shall ensure the Participant has read and understands the Program Rules and Guidelines, as well as this overall Policy.

iii. Host Officers will closely monitor the Participants in the Program and shall report any violations or problems to their shift supervisor.

iv. Host Officers observing serious violations or incurring problems with the Participant that affect the Host Officer's ability to perform their police duties should return to the Department with the Participant and contact the shift supervisor.

v. Host Officers shall not request a Participant's assistance in conducting any criminal investigation.

vi. When possible, Host Officers should not engage in hazardous activities that have a higher-than-normal risk of placing the Participant in life threatening situations. Examples of these incidents include but are not limited to: armed robbery, felony vehicle stops with weapons, high speed pursuits, riot and/or civil unrest, barricaded gunman etc. If possible, the Host Officer should return the Participant to the Department or other suitable "safe haven" prior to engaging in these activities. (i.e. drop them off prior to going to the call.)

vii. Host Officers shall be careful not to discuss confidential Department information in the presence of the Participant.

viii. Host Officers shall not permit Participants any unsupervised access to residences, businesses, buildings, areas of the Department or Department reports.

C. Department Shift Supervisors:

i. The shift supervisor shall assign ride-along Participants to Host Officers.

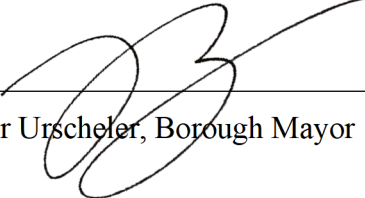
ii. The shift supervisor shall have the authority to terminate a Participant's ride-along experience at any time or may reassign the Participant to another officer if he/she feels it is necessary.

iii. If a Participant's ride-along experience is terminated for cause, the shift supervisor shall complete a report detailing the reason for the termination and forward it to the Chief of Police or his/her designee. The shift supervisor may require the assigned Host Officer to complete a report detailing his/her experience with the Participant.

**6. INTERNSHIP PROGRAM**

As part of the Program, the Department sponsors a student internship program for college and university students. The goal of the program is to provide undergraduate students, who are considering law enforcement as a career, a real-world experience and insight into police work, helping them explore the field and develop key skills. The Chief of Police will be responsible for administering the internship program. This internship program will be subject to the Program Rules and Guidelines and this Policy, as well as any other internship-program specific rules and guidelines provided to the Participant by the Department. The internship program is an individualized program that will be designed in consultation with the student, their college or university, and the Department. Participants for the internship program will be selected through a process determined by the Chief of Police. The Department may terminate a Participant's involvement in the internship program for unacceptable behavior, or any violation of this Policy or other rules, procedures or instructions provided by the Department. The Chief of Police, or his/he designee, will notify the Participant's academic advisor if the if the Participant is terminated from the Program.

**BY DECLARATION OF:**

By:   
Peter Urschefer, Borough Mayor

Date: August 25, 2025

**RIDE-ALONG APPLICATION & AGREEMENT**

**Applicant Information:**

Full Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

**Emergency Contact:**

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**Background Information:**

Have you ever been convicted of a felony?  Yes  No

Are there any pending criminal charges against you?  Yes  No If yes, please explain: \_\_\_\_\_

---

**Ride-Along Details:**

Select one:  One-Time Ride-Along  College Internship

Requested Dates: \_\_\_\_\_ Preferred Shift, if any: \_\_\_\_\_

**Request and Acknowledgement:**

I am hereby requesting to participate in the Borough of Phoenixville Ride-Along Program (“Program”). I have been provided with a copy of the Ride-Along Program Policy (the “Policy”), attached hereto as Attachment “A”, and have reviewed the terms and conditions contained therein. I understand the Policy and I agree to follow all instructions and directions as well as abide by the terms and conditions of the Policy. I understand that if I fail to abide by the Policy, my participation in the Program may be terminated, and I may be barred from any future participation in the Program. I understand that participation in the Program is voluntary and is a privilege, not a right. I understand that my request to participate in the Program may be denied, and if it is accepted, may be revoked at any time prior to and during my participation in the Program.

I further understand that prior to being considered for participation in the Program, the Borough of Phoenixville Police Department (“Department”) will conduct a background investigation regarding me; specifically, criminal history check, wants or warrants check, and drivers record check. I agree to allow and consent to members of the Department conducting this investigation.

I certify that the information provided is true and complete to the best of my knowledge. I understand that submission of this application does not guarantee participation in the Program. In the event that my application is approved, I hereby acknowledge that I shall be required to sign and deliver the Assumption of Risk, Waiver and Release of Liability Agreement attached hereto as Attachment “B” and the Confidentiality Agreement attached hereto as Attachment “C” to the Department before commencing the Program.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

<i>DEPARTMENT USE ONLY</i>	
APPLICATION REVIEWED/AUTHORIZED BY (PRINT NAME/RANK):	
APPLICATION APPROVED: <input type="checkbox"/> YES <input type="checkbox"/> NO	ASSIGNMENT:
DATE OF RIDE-ALONG:	TIME OF RIDE-ALONG:
APPLICATION REVIEWED/AUTHORIZED BY (SIGNATURE)	

**Ride-Along Application & Agreement**  
**ATTACHMENT "A"**

*Borough of Phoenixville Police Department*  
*Ride-Along Policy, adopted \_\_\_\_\_, 2025*

**Ride-Along Application & Agreement  
ATTACHMENT "B"**

**ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY AGREEMENT**

I, \_\_\_\_\_ ("Participant"), have requested, for my own personal benefit, permission from the Borough of Phoenixville Police Department ("Department") to participate in the Ride-Along Program ("Program") by riding in a police vehicle and by otherwise observing and accompanying police officers during a tour of duty. In consideration for this permission and my participation in the Program, as evidenced by my signature below, I hereby acknowledge and agree as follows:

1. As part of the background investigation conducted by the Department prior to my participation in the Program, I agree to release any records requested by the Department in furtherance of the investigation. I further agree to release the Department and its representatives from any and all liability arising from the release of such records.

2. I understand that the Program is voluntary, and that I may terminate my participation in it at any time.

3. I understand and acknowledge that participation in the Program involves risks, including but not limited to physical injury, exposure to hazardous situations, and unforeseen circumstances. I VOLUNTARILY ASSUME ALL RISKS ASSOCIATED WITH THE PROGRAM.

4. I HEREBY DO ASSUME ANY AND ALL RISKS OF MY PARTICIPATION IN THE PROGRAM AND, ON BEHALF OF MYSELF, MY HEIRS, EXECUTORS AND ADMINISTRATORS, OR OTHER PERSONS CLAIMING UNDER OR THROUGH ME, FOREVER WAIVE, RELEASE, DISCHARGE AND COVENANT NOT TO SUE THE DEPARTMENT AND ITS OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES, FOR ANY LIABILITY, CLAIMS, DEMANDS, ACTIONS, OR CAUSES OF ACTION ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE, INJURY, DISABILITY, OR DEATH THAT MAY BE SUSTAINED DURING AND AS A RESULT OF MY PARTICIPATION IN THE PROGRAM, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE (EXCEPT TO THE EXTENT SUCH LIABILITY RESULTS FROM THE GROSS NEGLIGENCE OR RECKLESSNESS OF THE DEPARTMENT).

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINTED NAME

**Ride-Along Application & Agreement**  
**ATTACHMENT "C"**

**CONFIDENTIALITY AGREEMENT**

I, \_\_\_\_\_ ("Participant"), acknowledge that during my participation in the Ride-Along Program ("Program"), I may have access to sensitive, confidential, or private information about individuals, investigations, or Borough of Phoenixville Police Department ("Department") operations.

I acknowledge and agree that:

1. All information, conversations, or documents I may be exposed to, whether obtained while participating in the observation program or gathered while doing any assigned project or research shall be confidential. This is to include, but not be limited to, any aspect of any investigation or criminal incident or the mere existence of an arrest record of which I may have knowledge because of my involvement with the Department.
2. I will treat all such confidential information as strictly confidential.
3. I will not divulge, disseminate, or in any way disclose any confidential information to any person or entity outside the Department.
4. I will not use confidential information for personal gain or any unauthorized purpose.
5. I understand that violation of this agreement may result in termination from the Program and may subject me to criminal prosecution or civil action.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**RESOLUTION 2025 -**

**BOROUGH OF PHOENIXVILLE  
CHESTER COUNTY, PENNSYLVANIA**

**A RESOLUTION OF GRATITUDE FOR THE PUBLIC SERVICE OF JONATHAN ICHTER  
AS A MEMBER OF THE HISTORICAL AND ARCHITECTURAL REVIEW BOARD FOR  
THE BOROUGH OF PHOENIXVILLE, CHESTER COUNTY, PENNSYLVANIA.**

**WHEREAS:** Jonathan Ichter served diligently and honorably as a member of the Historical and Architectural Review Board since November 14, 2023; and

**WHEREAS:** Mr. Ichter provided invaluable and dedicated service to the Phoenixville Historical and Architectural Review Board and Borough Council during that time; and

**WHEREAS:** Borough Council wishes to express its most sincere gratitude and appreciation to Jonathan Ichter for all of his efforts and commitment to the Borough in performing his dedicated responsibilities over the past two (2) years.

**NOW THEREFORE BE IT RESOLVED:** By the Borough Council of the Borough of Phoenixville that Jonathan Ichter is recognized and publicly acknowledged for his commitment and efforts in performing his duties and further does offer their best wishes in his future endeavors.

**PASSED** by Borough Council this 9th day of September, 2025.

By: \_\_\_\_\_  
Jonathan M. Ewald  
President, Borough Council

**ENACTED** this 9th day of September, 2025.

By: \_\_\_\_\_  
E. Jean Krack  
Borough Manger/Secretary

**RESOLUTION NO 2025 -**

**A RESOLUTION ACKNOWLEDGING THE RECEIPT OF THE 2026  
MINIMUM MUNICIPAL OBLIGATION WORKSHEETS FROM THE  
BOROUGH MANAGER AS PREPARED BY CONRAD SEIGEL ACTUARIES  
FOR INCLUSION OF SAID OBLIGATIONS FOR THE NON-UNIFORMED  
EMPLOYEE'S PENSION PLAN, FIREFIGHTERS PENSION PLAN, AND  
POLICE PENSION PLAN IN THE 2026 CALENDAR YEARLY BUDGET**

**WHEREAS**, Act 205 and 189 of the Commonwealth of Pennsylvania stipulate requirements for the inclusion of minimum obligations for employees' pension funds in the budgeting process; and

**WHEREAS**, the Borough of Phoenixville has prepared the actuarial evaluations of the Non-Uniformed Employees' Pension Plan, Firefighters Pension Plan, and the Police Pension Plan including the preparation of 2026 minimum municipal obligations for the respective plans as is shown in Exhibit "A"; and

**WHEREAS**, the minimum municipal obligation for each plan has been calculated by Conrad Siegel Actuaries based on the most current Valuation Report and estimated 2025 W-2 payroll data pursuant to the requirements of Act 189; and

**WHEREAS**, the Finance Director has certified such calculations have been transmitted to the Borough Council on September 9, 2025; and

**NOW THEREFORE, BE IT RESOLVED THIS**, that the Borough Council of the Borough of Phoenixville hereby acknowledge receipt of the minimum obligation calculations for the Borough of Phoenixville Non- Uniformed Employees' Pension Fund, Firefighters Pension Plan, and the Police Pension Fund and agrees to include such obligations for the respective plan in the 2026 calendar year General Fund Budget for the Borough of Phoenixville.

**Passed** by Borough Council this 9th day of September, 2025.

By: \_\_\_\_\_  
Jonathan M. Ewald  
President, Borough Council

**Enacted** this 9th day of September, 2025.

By: \_\_\_\_\_  
E. Jean Krack, Borough Manager/Secretary

**I HEREBY CERTIFY** that the foregoing is a true and correct copy of the said Resolution duly adopted at a regular meeting of Borough Council held on the 9th day of September, 2025.

By: \_\_\_\_\_  
E. Jean Krack, Borough Manager/Secretary

PHOENIXVILLE BOROUGH 2026 MINIMUM MUNICIPAL OBLIGATION

	<u>Police</u>	<u>Fire</u>	<u>Non-Uniform</u>
1. Normal Cost Percentage <sup>1</sup>	15.8%	13.4%	10.5%
2. Administrative Expense Percentage <sup>1</sup>	2.1%	2.3%	1.2%
3. Total Percentage (1 + 2)	17.9%	15.7%	11.7%
4. Estimated 2025 Total Gross W-2 Wages	\$4,545,794	\$611,107	\$5,823,174
5. Annual Cost (3 x 4)	\$813,697	\$95,944	\$681,311.00
6. Amortization Contribution Requirement <sup>1</sup>	\$118,258	\$0	\$16,903
7. Financial Requirements (5 + 6)	\$931,955	\$95,944	\$698,214.00
8. Member Contributions Anticipated	\$0	\$12,222	\$116,463.00
9. 10% of Negative Unfunded Liability <sup>1</sup>	\$0	\$0	\$0
10. Minimum Municipal Obligation (7 – 8 – 9) (Due Before 12-31-2026)	\$931,955	\$83,722	\$581,751.00

1 - Based upon 01/01/2025 Actuarial Valuation

Exhibit "A"

**ORDINANCE NO 2025 –**

**PHOENIXVILLE BOROUGH  
CHESTER COUNTY, PENNSYLVANIA**

**AN ORDINANCE BY THE BOROUGH COUNCIL CHANGING  
THE NAME OF A PUBLIC STREET IN THE BOROUGH OF  
PHOENIXVILLE.**

**WHEREAS**, upon review of Borough records, it appears that Callowhill Street was ordained from Nutts Avenue to the Borough Line on February 24, 1875; and

**WHEREAS**, subsequently, it appears that an Unnamed Street was laid out and opened as a 60' wide street between the present terminus of Callowhill Street and the northwesterly side of Bridge Street, and condemning for public highway uses and purposes of land necessary therefor occurred on April 2, 1967; and

**WHEREAS**, in order to resolve the confusion, and to conform to the common treatment thereof, the Borough Council of the Borough of Phoenixville desires to rename the portion of the Unnamed Street between Callowhill Street and West Bridge Street to Jefferson Street.

**NOW THEREFORE**, the Borough Council of the Borough of Phoenixville does hereby **ENACT** and **ORDAIN**:

Section 1. Renaming. That the portion Public Street in the Borough of Phoenixville which is Unnamed, between Callowhill Street and West Bridge Street (Renamed Area), is hereby changed along its entire length, so that on or after the enactment of this ordinance, the Renamed Area shall be named and known and designated as Jefferson Street. Further, all Ordinances, Plan of Streets or other documents shall hereinafter be updated to reflect such name change, and the Borough President, Borough Manager, and Borough Solicitor are authorized to take any actions necessary to effect such change.

Section 2. Location. That the location for Callowhill Street in the Borough of Phoenixville which is currently located from Nutts Avenue to Borough Line, is hereby changed along its entire length, so that on or after enactment of this ordinance, the location shall be from Nutt Road to Jefferson Street.

Section 3. Severability. The provisions of this Ordinance are intended to be severable, and if any section, sentence, clause, part or provision hereof shall be held illegal, invalid or unconstitutional by any court of competent jurisdiction, such decision of the court shall not affect or impair the remaining sections, sentences, clauses, parts or provisions of this Ordinance. It is hereby declared to be the intent of the Council that this Ordinance would have been adopted even if such illegal, invalid or unconstitutional section, sentence, clause, part or provision had not been included herein.

Section 4. Failure to Enforce not a Waiver. The failure of the Borough to enforce any provision of this Ordinance shall not constitute a waiver by the Borough of its rights of future enforcement hereunder.

Section 5. Effective Date. This Ordinance shall take effect and be in force from and after its approval as required by the law.

Section 6. Repealer. All other ordinances and resolutions or parts thereof insofar as they are inconsistent with this Ordinance are hereby repealed.

**ORDAINED AND ENACTED** by Borough Council this 9th day of September, 2025.

By: \_\_\_\_\_  
Jonathan M. Ewald  
President, Borough Council

**APPROVED** by the Mayor, this 9th day of September, 2025.

By: \_\_\_\_\_  
Peter J. Urscheler, Mayor

**ENACTED** this this 9th day of September, 2025.

By: \_\_\_\_\_  
E. Jean Krack, Borough Manager/Secretary

**I HEREBY CERTIFY** that the foregoing is a true and correct copy of the said Ordinance duly adopted at a regular meeting of Borough Council held on the 9th day of September, 2025.

By: \_\_\_\_\_  
E. Jean Krack, Borough Manager/Secretary

**ORDINANCE NO 2025 -**

**BOROUGH OF PHOENIXVILLE  
CHESTER COUNTY, PENNSYLVANIA**

**AN ORDINANCE OF THE PHOENIXVILLE BOROUGH COUNCIL, CHESTER COUNTY, PENNSYLVANIA AMENDING CHAPTER 15, “MOTOR VEHICLES AND TRAFFIC,” PART 2, “TRAFFIC REGULATIONS,” SECTION 15-205, “TRAFFIC SIGNALS AT CERTAIN LOCATIONS,” AND SECTION 15-213 “STOP INTERSECTIONS ESTABLISHED,” PART 4, “GENERAL PARKING REGULATIONS,” SECTION 15-402, “PARKING PROHIBITED AT ALL TIMES IN CERTAIN LOCATIONS,” AND SECTION 15-404 “PARKING OF TRUCKS, BUSES AND CERTAIN VEHICLES PROHIBITED IN CERTAIN LOCATIONS,” AND PART 7 “METERED PARKING LOTS” SECTION 15-701 “METERED PARKING LOTS ESTABLISHED” OF THE CODE OF ORDINANCES OF THE BOROUGH OF PHOENIXVILLE.**

The Council of the Borough of Phoenixville, Chester County, Pennsylvania hereby ORDAINS that:

**SECTION 1.**

Chapter 15, “Motor Vehicles and Traffic,” Part 2, “Traffic Regulations,” Section 15-205, “Traffic Signals at Certain Locations,” is hereby amended as indicated by the black line and strikeout interlineations below, with strikeout indicating deletions of language and underlined interlineations indicating insertions of language:

<b>Location</b>	<b>Type of Signal</b>
<del>Gay Street and Washington Avenue</del>	<del>Traffic Control</del>

**SECTION 2.**

Chapter 15, “Motor Vehicles and Traffic,” Part 2, “Traffic Regulations,” Section 15-213, “Stop Intersections Established,” is hereby amended as indicated by the black line and strikeout interlineations below, with strikeout indicating deletions of language and underlined interlineations indicating insertions of language:

<b>Stop Street</b>	<b>Intersecting or Through Street</b>	<b>Direction of Travel</b>
<del>Gay Street</del>	<del>Washington Avenue</del>	<del>North and South</del>
<u>Washington Avenue</u>	<u>Gay Street</u>	<u>West</u>

**SECTION 3.**

Chapter 15, “Motor Vehicles and Traffic,” Part 4, “General Parking Regulations,” Section 15-402, “Parking Prohibited at All Times in Certain Locations” is hereby amended as indicated by the black line and strikeout interlineations below, with strikeout indicating deletions of language and underlined interlineations indicating insertions of language:

Street	Side	Between
Bridge Street	North	<del>Mill Street and a point 48 feet east of the north side of Bridge Street (MAD Grocer driveway)</del> <u>At a point beginning from the intersection of the east side of Taylor Alley extending east 75 feet where a "No Parking: Here to Corner" sign shall be placed with the sign facing east.</u>

**SECTION 4.**

Chapter 15, “Motor Vehicles and Traffic,” Part 4, “General Parking Regulations,” Section 15-404, “Parking of Trucks, Buses and Certain Other Vehicles Prohibited in Certain Locations” is hereby amended as indicated by the black line and strikeout interlineations below, with strikeout indicating deletions of language and underlined interlineations indicating insertions of language:

§ 15-404 ~~Parking of Trucks, Buses and~~ Items and ~~Certain Other Vehicles Prohibited in~~ Certain Locations.

~~It shall be unlawful for any person to park, or to allow to remain parked, on any of the following streets or parts of streets any vehicle other than a passenger car (which shall not include any bus, motor home or passenger car attached to a trailer of any kind):~~

Street \_\_\_\_\_ Between \_\_\_\_\_  
(Reserved)

1. ~~No structure, article or any item other than a passenger motor vehicle, may be located in an on-street parking space; except for the following:~~
  - a. ~~A recreational vehicle, defined as any camper, trailer, travel trailer, tent trailer, motorhome, or trailered- boat, for more than forty-eight (48) hours when placed exclusively for the purposes of loading, unloading and staging for intended imminent use and location elsewhere;~~
  - b. ~~A rigid- or soft-bodied dumpster, a large trash receptacle designed to be hoisted and removed by a truck, without a permit first being issued by the Borough for such location;~~
  - c. ~~A mobile storage unit, typically utilized for storing household items for the purpose of relocation and unloading, without a permit first being issued by the Borough for such location;~~
  - d. ~~A utility or work trailer, not connected to a vehicle, wherein such trailer is being utilized daily for storage of tools and or materials used in ongoing, active improvements to permanent structures;~~

2. No commercially-owned vehicle having a Gross Vehicle Weight Rating (GVWR) over 10,000 pounds, including but not limited to, tractors, tractor-trailers, dump trucks, and similar shall be parked upon any Borough street or right-of-way.
3. Exception: Vehicles being utilized in active Municipal utility or other public functions.

**SECTION 5.**

Chapter 15, “Motor Vehicles and Traffic,” Part 7, “Metered Parking Lots,” Section 15-701, “Metered Parking Lots Established,” is hereby amended as indicated by the black line and strikeout interlineations below, with strikeout indicating deletions of language and underlined interlineations indicating insertions of language:

§ 15-701 **Metered Parking Lots Established.**

The following are established as metered parking lots by the Borough of Phoenixville:

<b>Lot Number</b>	<b>Street</b>	<b>Side</b>	<b>Parcel Number(s)</b>
1	Prospect Street	South	15-9-343E, 15-9-303E, 15-9-304E, 15-9-311E, 15-9-315E, and 15-9-322.1E
2	Corner, Bridge Street and Main Street	Southeast	15-9-219 <u>E</u>
3	Taylor Alley	North and South	15-9-147E, 15-9-148E, and 15-9-149E
4	Mill Street	South	15-9-100E
5	Bridge Street	North	15-9-96.1 <u>E</u>
6	Wheatland Street	West	15-8-49 <u>E</u>
7	Ashland Street	North	15-9-157.1
8	Smithworks Boulevard	North	15-9-80
9	Church Street	North	15-9-352E
10	High Street	North	15-5-411 <u>E</u>

**SECTION 6.**

If any sentence, clause, section, or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, parts, or section hereof. It is hereby declared as the intent of the Borough Council that this Ordinance would have been adopted had such unconstitutional, illegal, or invalid sentence, clause, part or section thereof not been included herein.

**SECTION 7.**

All Ordinances or parts of Ordinances conflicting or inconsistent herewith are hereby repealed.

**SECTION 8.**

This Ordinance shall become effective upon enactment as provided by law.

**PASSED** by Borough Council this 9th day of September, 2025.

By: \_\_\_\_\_  
Jonathan M. Ewald  
President, Borough Council

**APPROVED** by the Mayor, this 9th day of September, 2025.

By: \_\_\_\_\_  
Peter J. Urscheler, Mayor

**ENACTED**, this 9th day of September, 2025.

By: \_\_\_\_\_  
E. Jean Krack, Borough Manager/Secretary

**I HEREBY CERTIFY** that the foregoing is a true and correct copy of the said Ordinance duly adopted at a regular meeting of Borough Council held on the 9th day of September, 2025.

By: \_\_\_\_\_  
E. Jean Krack, Borough Manager/Secretary

**ORDINANCE NO. 2025 -**

**BOROUGH OF PHOENIXVILLE  
CHESTER COUNTY, PENNSYLVANIA**

**AN ORDINANCE OF BOROUGH OF PHOENIXVILLE, CHESTER COUNTY,  
PENNSYLVANIA, ESTABLISHING A FIREFIGHTERS PENSION PLAN, AND  
PROVIDING FOR ADMINISTRATION, ELIGIBILITY FOR BENEFITS, SOURCE AND  
ALLOCATION OF FUNDS, CALCULATION OF RETIREMENT BENEFITS, RETURN  
OF PARTICIPANT CONTRIBUTIONS, VESTING TERMS OF RETIREMENT  
BENEFITS, DISABILITY RETIREMENT, DEATH BENEFIT, AND OTHER MATTERS  
ASSOCIATED WITH THE ESTABLISHMENT OF THE FIREFIGHTERS PENSION  
PLAN PURSUANT TO THE TERMS AND CONDITIONS OF THE ATTACHED  
BOROUGH OF PHOENIXVILLE FIREFIGHTERS PENSION PLAN.**

**WHEREAS**, Borough of Phoenixville desires to establish a permanent qualified plan in order to provide paid firefighters and their beneficiaries with financial security in the event of retirement;

**NOW THEREFORE**, be it ordained and enacted by the Borough of Phoenixville that the Borough of Phoenixville Firefighters Pension Plan, attached hereto as Exhibit A is enacted; and further, be it ordained and enacted by Borough of Phoenixville that the Borough of Phoenixville Firefighters Pension Plan Trust Agreement, attached hereto as Exhibit B, is enacted.

1. E. Jean Krack, Borough Manager is hereby appointed as the Chief Administrative Officer of the Plan.
2. E. Jean Krack, Borough Manager as the agent of the Employer is authorized and directed to execute the attached Plan and the Trust.
3. The Council of Borough of Phoenixville is hereby appointed as the Trustee of the Trust.

**SECTION I. - Severability.**

The provisions of this Ordinance are severable, and if any section, sentence, clause, part or provision hereof shall be held illegal, invalid or unconstitutional by any court of competent jurisdiction, such decision of the court shall not affect or impair the remaining sections, sentences, clauses, parts or provisions of this Ordinance. It is hereby declared to be the intent of Borough Council that this Ordinance would have been adopted even if such illegal, invalid or unconstitutional section, sentence, clause, part or provision had not been included herein.

**SECTION II. - Failure to Enforce Not a Waiver.**

The failure of the Borough to enforce any provision of this Ordinance shall not constitute a waiver by the Borough of its rights of future enforcement hereunder.

**SECTION III. - Effective Date.**

This Ordinance shall take effect and be in force from and after its approval as required by the law.

**SECTION IV. - Repealer.**

All other ordinances and resolutions or parts thereof insofar as they are inconsistent with this Ordinance are hereby repealed.

**ORDAINED** by the Borough Council of the Borough of Phoenixville, Chester County, Pennsylvania, this 9th day of September, 2025.

**PASSED** by Borough Council this 9th day of September, 2025.

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

Jonathan M. Ewald  
President, Borough Council

**APPROVED** by the Mayor, this 9th day of September, 2025.

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

Peter J. Urscheler, Mayor

**ENACTED** this 9th day of September, 2025.

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

E. Jean Krack, Borough Manager/Secretary

**I HEREBY CERTIFY** that the foregoing is a true and correct copy of the said Ordinance duly adopted at a regular meeting of Borough Council held on 9th day of September, 2025.

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

E. Jean Krack, Borough Manager/Secretary

**Borough of Phoenixville Firefighters Pension Plan**

**EXHIBIT "A"**

# **Borough of Phoenixville Firefighters Pension Plan**

**Effective  
January 1, 2025**



# Borough of Phoenixville Firefighters Pension Plan

## TABLE OF CONTENTS

**PREAMBLE.....1**

**ARTICLE I – DEFINITIONS .....2**

- Section 1.1 – References 2
- Section 1.2 – Actuarial Equivalent 2
- Section 1.3 – Compensation/Average Monthly Compensation 3
- Section 1.4 – Dates/Years 4
- Section 1.5 – Employee 4
- Section 1.6 – Employer 5
- Section 1.7 – Fiduciaries 5
- Section 1.8 – Participant/Beneficiary/Spouse 5
- Section 1.9 – Plan 5
- Section 1.10 – Service 5
- Section 1.11 – Trust 6

**ARTICLE II – PARTICIPATION .....6**

- Section 2.1 – Eligibility Service 6
- Section 2.2 – Plan Participation 6
- Section 2.3 – Termination of Participation 7
- Section 2.4 – Re-Participation 7

**ARTICLE III – RETIREMENT BENEFITS.....7**

- Section 3.1 – Service Rules 7
- Section 3.2 – Normal Retirement 8
- Section 3.3 – Accrued Benefit 8
- Section 3.4 – Late Retirement 9
- Section 3.5 – Early Retirement 9
- Section 3.6 – Disability Benefit 9
- Section 3.7 – Benefit Distribution 10
- Section 3.8 – Suspension of Benefits 12
- Section 3.9 – Distributions Under Domestic Relations Orders 12

**ARTICLE IV – DEATH BENEFITS .....12**

- Section 4.1 – Preretirement Death Benefit 12
- Section 4.2 – Postretirement Death Benefit 14

**ARTICLE V – TERMINATION OF EMPLOYMENT BENEFITS .....14**

- Section 5.1 – Vesting 14
- Section 5.2 – Payment of Benefits 14
- Section 5.3 – Forfeitures 15

**ARTICLE VI – CONTRIBUTIONS.....15**

- Section 6.1 – Employer Contributions 15
- Section 6.2 – Mandatory Employee Contributions 15
- Section 6.3 – Rollover/Transfer Contributions 16

# Borough of Phoenixville Firefighters Pension Plan

---

<b>ARTICLE VII – ADDITIONAL QUALIFICATION RULES.....</b>	<b>16</b>
<b>ARTICLE VIII – ADMINISTRATION OF THE PLAN .....</b>	<b>29</b>
Section 8.1 – Fiduciary Responsibility	29
Section 8.2 – Chief Administrative Officer	30
Section 8.3 – Claims Procedure	31
Section 8.4 – Trust Fund	31
Section 8.5 – Actuarial Valuation and Funding	32
<b>ARTICLE IX – AMENDMENT AND TERMINATION OF PLAN .....</b>	<b>33</b>
Section 9.1 – Right to Discontinue and Amend	33
Section 9.2 – Amendments	33
Section 9.3 – Protection of Benefits in Case of Plan Merger	33
Section 9.4 – Termination of Plan	33
<b>ARTICLE X – MISCELLANEOUS PROVISIONS.....</b>	<b>34</b>
Section 10.1 – Exclusive Benefit – Non-Reversion	34
Section 10.2 – Inalienability of Benefits	34
Section 10.3 – Employer-Employee Relationship	35
Section 10.4 – Binding Agreement	35
Section 10.5 – Inconsistency or Conflict of Prior Ordinances or Resolutions	35
Section 10.6 – Separability	35
Section 10.7 – Construction	35
Section 10.8 – Copies of Plan	35
Section 10.9 – Interpretation	35

This plan document has been created from the model document developed by Conrad M. Siegel, Inc. For further information regarding the drafter's intended meaning of plan provisions contact Conrad M. Siegel, Inc. by letter (P.O. Box 5900, Harrisburg, Pennsylvania 17110-0900) or telephone (717-652-5633). You may also contact us through our website at [conradsiegel.com](http://conradsiegel.com).

# Borough of Phoenixville Firefighters Pension Plan

---

## PREAMBLE

This plan, executed on the date indicated at the end hereof, is made effective as of January 1, 2025, except as provided otherwise in Section 1.3(c), by Borough of Phoenixville, a government agency/instrumentality, with its principal office located in Phoenixville, Pennsylvania.

### WITNESSETH:

WHEREAS, the employer desires to establish a permanent qualified plan in order to provide its employees and their beneficiaries with financial security in the event of retirement, disability, or death;

NOW THEREFORE, the premises considered, the following are the provisions of the qualified plan of the employer.

# Borough of Phoenixville Firefighters Pension Plan

---

## ARTICLE I – DEFINITIONS

Any use of a term defined in this article throughout the plan will have the meaning given here unless the context clearly indicates otherwise.

### Section 1.1 – References

- (a) **Act 205** means the Municipal Pension Plan Funding Standard and Recovery Act, act of December 18, 1984, P.L. 1005 no. 205, as amended, 53 P.S. 895.101, *et seq.* as enacted by the Commonwealth of Pennsylvania.
- (b) **ERISA** means the Employee Retirement Income Security Act of 1974, as amended.
- (c) **IRC** means the Internal Revenue Code of 1986, as it may be amended from time to time.

### Section 1.2 – Actuarial Equivalent

- (a) The present value of any benefit under the terms of this plan will be the actuarial equivalent of the accrued benefit in the normal form of benefit commencing at the participant's normal retirement date.
- (b) To the extent that the Plan provides for a late retirement benefit, an early retirement benefit, or optional forms of benefit payment, the actuarial equivalent of the accrued benefit paid in the normal form commencing at the normal retirement date shall be determined as set forth below.
  - (1) The **Late Retirement Benefit** as described in Section 3.4 is the normal retirement benefit adjusted by the late retirement factors set forth in Appendix L.
  - (2) The **Early Retirement Benefit** as described in Section 3.5 is the accrued benefit adjusted by the early retirement factors set forth in Appendix E. In the event no factor is specified for the participant's age at which benefits are to commence, actuarial equivalence for the early retirement benefit shall be determined by adjusting the earliest retirement factor set forth in Appendix E using the following mortality and interest assumptions:

Mortality table:	UP-1984
Interest rate:	7.500%
  - (3) The **Monthly Pension Payment Options** shall be determined by multiplying the amount of the normal form monthly pension by the factors set forth in Appendix O. In the event no factor is specified for the difference between the age of the participant and the age of his designated second annuitant under a joint and survivor annuity, actuarial equivalence for the monthly pension payment option shall be determined based on the following mortality and interest assumptions:

Mortality table:	UP-1984
Interest rate:	7.500%
- (c) **Limitations on Benefits** – For the purpose of implementing the limitations on benefits of IRC section 415, actuarial equivalence shall be determined based on the following mortality and interest assumptions:

Mortality table:	UP1984 Table
Interest rate:	5.00% per annum compounded annually

For the purpose of applying the limitations on benefits of Section 7.1, the applicable mortality table is the applicable mortality table described in Treasury Regulation section 1.417(e)-1(d)(2) in effect for the plan year that contains the annuity starting date. The applicable interest rate is the annual rate of interest as determined under Treasury Regulation section 1.417(e)-1(d)(3) for the second month preceding the first day of the plan year that contains the annuity starting date.

# Borough of Phoenixville Firefighters Pension Plan

## Section 1.3 – Compensation/Average Monthly Compensation

- (a) (1) **Compensation** means any earnings reportable as W-2 wages for federal income tax withholding purposes, plus elective contributions, for the determination period. For this purpose, the determination period is the calendar year ending with or within the plan year. Picked-up contributions under IRC section 414(h)(2) shall be included in the participant's compensation. Such earnings shall include any amount contributed to a Roth elective deferral account under a qualified plan. However, compensation shall not include any earnings reportable as W-2 wages that are payable following the termination of employment pursuant to a severance agreement.

Elective contributions are amounts excludable from the employee's gross income and contributed by the employer, at the employee's election, to:

- A cafeteria plan (excludable under IRC section 125 and as provided in Section 7.1(e)(3));
- A tax sheltered annuity (excludable under IRC section 403(b));
- A deferred compensation plan (excludable under IRC section 457); or
- A IRC section 132(f)(4) qualified transportation fringe benefit plan.

Any reference in this plan to compensation shall be a reference to the definition in this Section 1.3, unless the plan reference specifies a modification to this definition. The plan administrator shall take into account only compensation actually paid by the employer for the relevant period. A compensation payment includes compensation by the employer through another person under the common paymaster provisions in IRC sections 3121 and 3306. Compensation from a related employer that is not a participating employer under this plan shall be excluded.

- (2) **Exclusions From Compensation** – Notwithstanding the provisions of Section 1.3(a)(1), the following types of remuneration shall be excluded from the participant's compensation:

- Distributions from a nonqualified deferred compensation plan
- Educational assistance payments
- Taxable fringe benefits (including group term life insurance in excess of \$50,000, auto insurance)

- (b) **Limitations on Compensation** – For any plan year beginning after December 31, 2001, the plan administrator shall take into account only the first \$200,000 (or beginning January 1, 2003, as adjusted for cost-of-living increases in accordance with IRC section 401(a)(17)(B)) of any participant's annual compensation in determining all benefits provided under the plan for a determination period. Annual compensation means compensation during the determination period as defined in Section 1.3(a). The compensation dollar limitation in effect for a plan year shall be the limitation amount in effect on January 1 of the calendar year in which the plan year begins. In determining benefits in plan years beginning on or after January 1, 2002, the annual compensation limit for determination periods beginning before January 1, 2002, shall be \$200,000. For any plan year beginning after December 31, 1995, the plan administrator shall take into account only the first \$150,000 (or beginning January 1, 1995, as adjusted for cost-of-living increases in accordance with IRC section 401(a)(17)(B)) of any participant's compensation for determining all benefits provided under the plan for a determination period. If the plan should determine compensation on a period of time that contains less than 12 calendar months (such as for a short plan year), the annual compensation dollar limitation shall be an amount equal to the otherwise applicable annual compensation dollar limit for the plan year multiplied by the ratio obtained by dividing the number of full months in the period by 12.

Notwithstanding the preceding, in the case of an eligible participant, the annual compensation dollar limitation shall not apply to the extent that the application of the limitation would reduce the amount of compensation that is allowed to be taken into account under the plan below the amount that was allowed to be taken into account under this plan as in effect on July 1, 1993. For this purpose, an eligible

## Borough of Phoenixville Firefighters Pension Plan

---

participant is an individual who first became a participant in the plan during a plan year prior to the first day of the first plan year beginning after December 31, 1995.

- (c) **Average Monthly Compensation** means the average of an employee's monthly compensation over the final 60 months of employment. If an employee's entire period of service for the employer is less than the specified period, compensation shall be averaged on a monthly basis over the employee's entire period of service.

The annual compensation taken into account in determining average annual compensation shall be subject to the compensation dollar limitation described in Section 1.3(b) as in effect for each particular year.

### Section 1.4 – Dates/Years

- (a) **Accounting Date** means the last day of the plan year.
- (b) The **Effective Date** of the plan is January 1, 2025; provided, however that the plan provisions required to comply with the Tax Reform Act of 1986 (TRA '86), the Omnibus Budget Reconciliation Act of 1986 (OBRA '86), the Omnibus Budget Reconciliation Act of 1987 (OBRA '87), and the Technical and Miscellaneous Revenue Act of 1988 (TAMRA) shall generally be effective on the first day of the plan year beginning after December 31, 1988, except as specified otherwise in this plan or in TRA '86, OBRA '86, OBRA '87 or TAMRA for a government sponsored plan. The plan provisions required to comply with the 1989 Revenue Reconciliation Act shall generally be effective on the first day of the plan year beginning after December 31, 1989, except as specified otherwise in this plan or in said Act. The plan provisions required to comply with the Unemployment Compensation Amendments of 1992 shall be effective on January 1, 1993, except as specified otherwise for a government sponsored plan. The plan provisions required to comply with the Omnibus Budget Reconciliation Act of 1993 shall generally be effective on the first day of the plan year beginning after December 31, 1993, except as specified otherwise in said Act.

The plan provision required to comply with the Family and Medical Leave Act shall be effective August 5, 1993, the plan provisions required to comply with the Uniformed Services Employment and Re-Employment Rights Act of 1994 shall be effective December 12, 1994, the plan provisions required to comply with the Retirement Protection Act of 1994 shall generally be effective on the first day of the first limitation year beginning after December 31, 1994, the plan provisions required to comply with the Small Business Job Protection Act of 1996 shall generally be effective on the first day of the plan year beginning after December 31, 1996, the plan provisions required to comply with the Taxpayer Relief Act of 1997 shall generally be effective on the first day of the plan year beginning after August 5, 1997, the plan provisions required to comply with the Economic Growth and Tax Relief Reconciliation Act of 2001 shall generally be effective on the first day of the plan year beginning after December 31, 2001, the plan provisions required to comply with the Pension Funding Equity Act of 2004 (PFEA) shall be effective for distributions made during the plan year beginning on or after January 1, 2004 and the plan year beginning on or after January 1, 2005, and the plan provisions required to comply with the Pension Protection Act of 2006 that are effective prior to the first day of the first plan year beginning on or after January 1, 2008 shall be effective as of the first day of the first plan year beginning on or after January 1, 2006, except as specified otherwise in this plan or in said Acts for a government sponsored plan.

- (c) **Plan Entry Date** means the participation date(s) specified in Article II.
- (d) **Plan Year** means the 12-consecutive-month period beginning on January 1 and ending on December 31.
- (e) **Limitation Year** means the plan year.

### Section 1.5 – Employee

- (a) **Employee** means any person employed by the employer. The term employee shall include any employee of the employer maintaining the plan or of any other employer required to be aggregated with such employer under IRC sections 414(b), (c), (m) or (o), as such provisions may be interpreted to apply to a governmental entity by the Internal Revenue Service. The term employee shall also include any leased employee deemed to be an employee of any such employer as provided in IRC sections 414(n) or (o) and as defined in Section 1.5(b).

# Borough of Phoenixville Firefighters Pension Plan

---

- (b) **Leased Employee** means an individual (who otherwise is not an employee of the employer) who, pursuant to a leasing agreement between the employer and any other person, has performed services for the employer (or for the employer and any persons related to the employer within the meaning of IRC section 414(n)(6)) on a substantially full time basis for at least one year and such services are performed under the primary direction or control of the employer. If a leased employee is treated as an employee by reason of this Section 1.5(b), compensation from the leasing organization that is attributable to services performed for the employer shall be considered as compensation under the plan. Contributions or benefits provided a leased employee by the leasing organization that are attributable to services performed for the employer shall be treated as provided by the employer.

## Section 1.6 – Employer

Employer means Borough of Phoenixville, a political subdivision of the Commonwealth of Pennsylvania (or agency or authority thereof), or any successor entity that may assume the obligations of this plan with respect to its employees by becoming a party to this plan.

## Section 1.7 – Fiduciaries

- (a) **Chief Administrative Officer** means the person appointed by the employer or the pension board as described in Section 8.2 who has primary responsibility for the execution of the administrative affairs of the plan.
- (b) **Plan Administrator** means the Chief Administrative Officer.
- (c) **Investment Manager** means a person or corporation other than a trustee appointed for the investment of plan assets.

## Section 1.8 – Participant/Beneficiary/Spouse

- (a) **Participant** means an eligible employee of the employer who becomes a member of the plan pursuant to the provisions of Article II, or a former employee who has an accrued benefit under the plan.
- (b) **Beneficiary** means a person designated by a participant who is or may become entitled to a benefit under the plan. The beneficiary may be someone other than the participant's spouse, but only to the extent that this plan provides for a benefit to be payable to a non-spouse beneficiary. A beneficiary who becomes entitled to a benefit under the plan remains a beneficiary under the plan until the trustee has fully distributed his benefit to him. A beneficiary's right to (and the plan administrator's, or a trustee's duty to provide to the beneficiary) information or data concerning the plan shall not arise until he first becomes entitled to receive a benefit under the plan.
- (c) **Spouse** means the person married to the participant at the time of the determination as evidenced by a marriage license valid under the laws of the place of issuance.

## Section 1.9 – Plan

Plan means Borough of Phoenixville Firefighters Pension Plan as set forth herein and as it may be amended from time to time.

## Section 1.10 – Service

- (a) **Service** means any period of time the employee is in the employ of the employer, including any period the employee is absent due to vacation, holidays, or sickness. Separation from service means that the employee no longer has an employment relationship with the employer.
- (b) **Hour of Service** means each hour for which an employee is paid or entitled to payment for the performance of duties for the employer.
- (c) **Break in Service** means any period of severance.
- (d) **Period of Severance** means a continuous period of time during which the employee is not employed by the employer and is not credited with an hour of service. Such period begins on the date the employee retires, terminates service, or if earlier, the date on which the employee was otherwise first absent from service.

## Borough of Phoenixville Firefighters Pension Plan

---

- (e) **Qualified Military Service** – Notwithstanding any provision of this plan to the contrary, effective December 12, 1994, contributions, benefits, and service credit with respect to qualified military service will be provided in accordance with IRC section 414(u) and the applicable Pennsylvania statutes. An employee reemployed after qualified military service shall not be treated as having incurred a break in service, for purposes of vesting and benefit accruals, solely because of an absence due to qualified military service.
- (f) **Other Service Credited** – If the employer is a member of an affiliated service group under IRC section 414(m) or a controlled group of corporations under IRC section 414(b), or any other entity required to be aggregated with the employer pursuant to IRC section 414(o) as these Internal Revenue Code provisions are applied to a governmental entity, service shall be credited for any employment for any period of time for any other member of such group. Service shall also be credited for any leased employee who is considered an employee for purposes of this plan under IRC section 414(n) or (o).
- (g) (1) **Year of Service** means 12 months of service, excluding any breaks in service. For purposes of determining an employee's initial year of service upon his employment, the initial year of service shall commence on the employee's first day of employment. The first day of employment is the first day the employee performs an hour of service. The first day of re-employment is the first day the employee performs an hour of service following a break in service. An initial year of service shall end on the day immediately preceding the first anniversary of the employee's date of hire or rehire. Any subsequent year of service shall commence on the day following the completion of the immediately preceding year of service.
- (2) **Crediting Years of Service** – Service may be credited for the purpose of eligibility to participate, vesting, benefit accrual, or determining the benefit payable under the normal retirement benefit formula. Generally, no service shall be credited for periods during which the employee performs no services for the employer. Further, no more than one year of service will be credited for any 12-consecutive-month period.
- (3) **Predecessor Service** – If the employer maintains the plan of a predecessor employer, service with such predecessor employer shall be treated as service for the employer. If the employer does not maintain the plan of a predecessor employer, then service as an employee of a predecessor employer shall not be considered as service under the plan, unless this plan is so amended.

### Section 1.11 – Trust

- (a) **Trust** means the qualified trust created under the employer's plan. The trust shall be known as the Borough of Phoenixville Firefighters Pension Plan Fund.
- (b) **Trustee** means the person or persons appointed by the employer to be the trustee of the trust, or any duly appointed successor trustee.

## ARTICLE II – PARTICIPATION

### Section 2.1 – Eligibility Service

For purposes of determining an employee's initial or continued eligibility to participate in the plan, an employee shall receive credit for the aggregate of all time periods commencing with the employee's first day of employment or re-employment and ending on the date a break in service begins, except for periods of service disregarded under Section 2.4. The first day of employment or re-employment is the first day the employee performs an hour of service. Fractional periods of a year will be expressed in terms of days.

### Section 2.2 – Plan Participation

- (a) **Eligibility** – An employee who is a member of the eligible class of employees shall be eligible for plan participation provided that he agrees to make the mandatory contributions as set forth in Section 6.2.
- (b) **Eligible Class of Employees** – Employees of the employer who are employed as paid firefighters on a regularly scheduled, full time basis shall be eligible to be covered under the plan. Any paid firefighter

# Borough of Phoenixville Firefighters Pension Plan

---

employed as a temporary, special, part-time, or permanent part-time officer of the employer shall not be considered a member of the eligible class of employees.

- (c) **Entry Date** – An eligible employee shall participate in the plan on the first day he performs one hour of service.

## Section 2.3 – Termination of Participation

A participant shall continue to be an active participant of the plan so long as he is a member of the eligible class of employees and employment is not terminated. He shall become an inactive participant immediately if he ceases to be a member of the eligible class of employees or terminates employment. He shall cease participation completely upon the later of his receipt of a total distribution of his nonforfeitable accrued benefit under the plan or the forfeiture of the nonvested portion of the accrued benefit.

## Section 2.4 – Re-Participation

- (a) If a participant becomes an inactive participant, because he is no longer a member of the eligible class of employees; such inactive participant shall become an active participant immediately upon returning to the eligible class of employees. In the event an employee who is not a member of an eligible class of employees becomes a member of an eligible class, such employee shall participate immediately.
- (b) If a participant incurs a break in service, he shall become an active participant immediately upon returning to employment.

# ARTICLE III – RETIREMENT BENEFITS

## Section 3.1 – Service Rules

- (a) (1) **Year of Vesting Service** – For purposes of determining the nonforfeitable interest in the employee's accrued benefit, the employee shall receive credit for the aggregate of all time periods commencing with the employee's first day of employment or re-employment and ending on the date a break in service begins, except for periods of service disregarded below. The first day of employment or re-employment is the first day the employee performs an hour of service. One year of vesting service shall be credited for each 12-month period. Fractional years of vesting service shall be credited to the completed month.

The years of service to be disregarded are:

- Years of service for which the employee fails to make the mandatory employee contribution.

### (2) Break in Service Rules

- (A) **Vested Participant** – A former employee who had a nonforfeitable right to all or a portion of his accrued benefit derived from employer contributions at the time of his termination from service and who did not receive a distribution of his accumulated contributions shall retain credit for all years of vesting service prior to a break in service.
- (B) **Nonvested Participant or Employee** – In the case of a former participant or employee who did not have any nonforfeitable right to his accrued benefit derived from employer contributions at the time of his termination from service or who received a distribution of his accumulated contributions, years of vesting service before a break in service shall not be taken into account in computing service, except as provided in Section 5.3.
- (b) **Year of Benefit Service** – For the purpose of determining the employee's benefit under the pension benefit formula, the employee shall receive credit for the aggregate of all time periods commencing with the employee's first day of employment or re-employment and ending on the date a break in service begins or the employee is no longer a member of an eligible class of employees, except for periods of

## Borough of Phoenixville Firefighters Pension Plan

---

service disregarded below. One year of benefit service shall be credited for each 12-month period. Fractional years of benefit service shall be credited to the completed month.

For purposes of determining years of benefit service, the determination shall exclude:

- Years of service for which the employee fails to make the mandatory employee contribution.

### Section 3.2 – Normal Retirement

- (a) (1) **Normal Retirement Age** – The normal retirement age of each participant shall be the day on which he attains age 65.

An actively employed participant's right to his normal retirement benefit shall be 100% vested and nonforfeitable upon attainment of the normal retirement age, notwithstanding the plan's vesting schedule.

- (2) **Normal Retirement Date** – The normal retirement date of each participant shall be the first day of the month coincident with or next following the day on which he attains his normal retirement age as defined in Section 3.2(a)(1).

- (b) (1) **Normal Retirement Benefit** – The normal retirement benefit of each participant shall not be less than the largest periodic benefit that would have been payable to the participant upon separation from service at or prior to his normal retirement date under the plan exclusive of social security supplements, premiums on disability or term insurance, and the value of disability benefits not in excess of the normal retirement benefit, but taking into account any decrease in average monthly compensation. For purposes of comparing periodic benefits in the same form, commencing prior to and at his normal retirement date, the greater benefit shall be determined by converting the benefit payable prior to his normal retirement date into the same form of annuity benefit payable at his normal retirement date and comparing the amount of such annuity payments.

- (2) **Normal Form of Payment** – The normal form of retirement benefit for each participant shall be a level monthly pension payable during the participant's lifetime, with payments commencing on his normal retirement date, and ceasing upon the participant's death.

- (c) **Pension Benefit Formula**

Unless specifically stated otherwise hereunder, a participant's benefit shall be determined under the pension benefit formula in effect as of the date he is credited with his final hour of service for the employer or the last date as of which he is a member of the eligible class of employees, if earlier.

The monthly benefit for a participant as of his normal retirement age shall equal:

45.00% of average monthly compensation reduced pro rata for the participant's years of benefit service less than 20.

- (d) **IRC Section 415 Limitation on Benefits** – Notwithstanding the benefits set forth in this Article, the annual benefit otherwise payable to a participant under this plan at any time shall be limited as provided in Section 7.1.

### Section 3.3 – Accrued Benefit

A participant's accrued benefit at any time equals the amount computed in accordance with the normal retirement pension formula in Section 3.2(c), but based upon his compensation and years of benefit service to date.

If a participant begins receiving benefits at a time other than his normal retirement date, the participant's benefit will be determined in accordance with Section 3.4 if benefits commence after his normal retirement date and in accordance with Section 3.5 if benefits commence before his normal retirement date.

# Borough of Phoenixville Firefighters Pension Plan

---

## Section 3.4 – Late Retirement

- (a) **Nonforfeitability** – If a participant remains employed after his normal retirement date, his benefits shall remain 100% vested and nonforfeitable. Payment of benefits shall not commence until his actual retirement date.
- (b) **Late Retirement Benefit** – The late retirement benefit of each participant shall be the greater of: (1) his normal retirement benefit, as actuarially increased under Section 1.2 of the plan and (2) his normal benefit computed in accordance with the normal retirement pension formula in Section 3.2(c), but based upon his years of benefit service to date.

If as a result of actuarial increases to the benefit of a participant who delays commencement of benefits beyond his normal retirement date the accrued benefit of such participant would exceed the IRC section 415 limitations under Section 7.1 of the plan for such year, immediately before the actuarial increase to the participant's benefit that would cause his benefit to exceed the limitations of IRC section 415, distribution of his benefit will commence.

## Section 3.5 – Early Retirement

If a participant satisfies the requirements for early retirement, the participant's accrued benefit shall be 100% vested and nonforfeitable. Such participant may retire before his normal retirement date without the consent of the employer and receive early retirement benefits from the plan. The early retirement date of each participant shall be the first day of the month coincident with or next following the day on which he satisfies the early retirement benefit requirement(s).

In the case of a participant who has attained age 55 and completed 10 years of vesting service before his normal retirement date, the early retirement benefit shall be equal to the actuarial equivalent (as determined under Section 1.2) of the normal retirement benefit accrued as of his early retirement date.

## Section 3.6 – Disability Benefit

If an actively employed participant becomes disabled prior to his normal retirement date, he may receive a disability benefit under the plan. Such disabled participant shall be entitled to a monthly disability benefit equal to the benefit accrued to the date of disability, but not less than \$200 per month.

The form of payment is not subject to participant election.

Disability benefit payments shall cease upon death or upon recovery from disability prior to the date on which the disabled participant would have reached his normal retirement date if he had continued as an active participant under the plan. If disability benefits cease due to death before the participant's attainment of his normal retirement date, the death benefit payable shall be the preretirement death benefit without any reduction with respect to disability payments that have been made. For the purpose of determining whether there has been a recovery, the plan administrator may require evidence of continued disability. Such evidence may include examination by a doctor selected by the plan administrator. The participant's refusal to submit to medical examinations shall render him ineligible for disability benefits.

If disability continues until attainment of normal retirement date, the participant shall be 100% vested and shall be eligible to receive the same monthly amount as the disability benefit. Payment shall be made in the form elected by the participant as described in Section 3.7.

Disability means inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months.

Notwithstanding such definition, a participant must be eligible for Social Security disability benefits to satisfy the definition of disability. The permanence and degree of the impairment shall be supported by medical evidence. The plan administrator shall determine whether the participant is disabled as defined hereunder after consultation with a physician chosen by the plan administrator. In the administration of this Section, all employees shall be treated in a uniform manner in similar circumstances.

## Borough of Phoenixville Firefighters Pension Plan

---

### Section 3.7 – Benefit Distribution

- (a) **Commencement of Benefits** – Subject to the limitations of this plan, the benefit distribution shall commence as soon as administratively feasible after the later of the participant's termination of employment or his satisfaction of the normal retirement date requirements, provided that he files a written application for the retirement benefit.
- (b) **Optional Forms of Payment** – A participant may elect to receive distribution of his accrued benefit in one of the optional forms of payment outlined below, provided that such distribution complies with the Distribution Requirements of Section 7.2. The participant shall file a written request for benefits with the plan administrator before payments will commence. Optional forms of payment include:
- (1) **Lifetime Pension** – A monthly pension payable for the lifetime of the participant with payments guaranteed for the first 0, 60 months.
  - (2) **Joint & Survivor Pension** – A monthly pension payable as long as the participant or his designated survivor annuitant live. The amount of monthly pension continued after the participant's death during the lifetime of the survivor annuitant may be 100% or 50% of the actuarially adjusted amount payable during the participant's lifetime. The plan administrator shall reject the designation of a survivor annuitant if the age of such person would cause a monthly pension to violate the Distribution Requirements of Section 7.2(c)(1).
- (c) **General Payment Provisions**
- (1) If any person entitled to receive benefits hereunder is physically or mentally incapable of receiving or acknowledging receipt thereof, and if a legal representative has been appointed for him, the plan administrator may direct the benefit payment to be made to such legal representative.
  - (2) At the direction of the plan administrator, the trustee may make pension payments directly from the fund or may take such steps as may be required to purchase an annuity contract from an insurance company for the participant, provided that the annuity contract purchased on behalf of such participant shall be sufficient to provide the benefits to which the participant is entitled. The ownership of the annuity contract shall remain with the trustee, unless the plan administrator determines otherwise. Any annuity contract distributed herefrom shall be non-transferable. The application and directions to the insurance company for such annuity contract shall be made by the plan administrator. The terms of any such annuity contract purchased by the plan shall comply with the requirements of this plan. Any dividend, refund, or recovery on an annuity contract shall be used to reduce subsequent employer contributions.
  - (3) The benefits due any participant on account of his most recent period of employment shall not duplicate any benefits due the same participant under this plan on account of previous employment with the employer.
  - (4) The participant's election of a form of benefit payment shall be irrevocable as of the annuity starting date, subject to the notice requirements contained in Section 3.7(f).
- (d) **Eligible Rollover Distribution** – A distributee may elect, at the time and in the manner prescribed by the plan administrator, to have any eligible portion of a lump sum distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover payment.
- (1) **Eligible Rollover Distribution** – An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under IRC section 401(a)(9) including any portion of such distribution that is not includable in gross income; and any other distribution(s) that is reasonably expected to total less than \$200 during a year.
- A portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions that are not includable in gross income. However, such

## Borough of Phoenixville Firefighters Pension Plan

portion may be transferred only to: (A) a traditional individual retirement account or annuity described in IRC section 408(a) or (b) (traditional IRA) or a Roth individual retirement account or annuity described in IRC section 408A (Roth IRA); or (B) a qualified plan or an annuity contract described in IRC section 401(a) and 403(b), respectively, that agrees to separately account for amounts so transferred (and earnings thereon), including separately accounting for the portion of such distribution that is includible in gross income and the portion of such distribution that is not so includible.

- (2) **Eligible Retirement Plan** – An eligible retirement plan is a traditional IRA, a Roth IRA, an annuity plan described in IRC section 403(a), an annuity contract described in IRC section 403(b), a qualified plan described in IRC section 401(a), that accepts the distributee's eligible rollover distribution, a SIMPLE IRA within the meaning of Code section 408(p), or an eligible plan under IRC section 457(b) that is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and that agrees to separately account for amounts transferred into such plan from this plan. The definition of eligible retirement plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in IRC section 414(p).
- (3) **Distributee** – A distributee includes an employee or former employee. The employee's or former employee's surviving spouse and the employee's or former employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in IRC section 414(p), are distributees with regard to the interest of the spouse or former spouse. Effective for death benefit distributions made on or after January 1, 2007, a distributee shall include a nonspouse beneficiary but only with respect to a direct transfer to an inherited traditional IRA or Roth IRA established on his behalf for the purpose of receiving the distribution.
- (4) **Direct Rollover** – A direct rollover is a payment by the plan to the eligible retirement plan specified by the distributee.
- (5) **Automatic Rollovers** - In the event of a mandatory distribution greater than \$1,000, if the distributee does not elect to have such distribution paid directly to an eligible retirement plan in a direct rollover or to receive the distribution directly in accordance with Section 3.7(f), then the plan administrator shall pay the distribution in a direct rollover to an individual retirement plan designated by the plan administrator.

### (e) Unclaimed Benefits

- (1) **Forfeiture** – The plan does not require the trustee or the plan administrator to search for, or to ascertain the whereabouts of, any distributee. At the time the distributee's benefit becomes distributable under the plan, the plan administrator, by certified or registered mail addressed to his last known address of record, shall notify any distributee that he is entitled to a distribution under this plan. If the distributee fails to claim his distributive share or make his whereabouts known in writing to the plan administrator within twelve months from the date of mailing of the notice, the plan administrator shall treat the distributee's unclaimed payable accrued benefit as forfeited. A forfeiture under this Section 3.7(e) shall occur at the end of the notice period or, if later, the earliest date applicable federal Treasury regulations would permit the forfeiture. These forfeiture provisions apply solely to the distributee's accrued benefit derived from employer contributions.
- (2) **Restoration** – If a distributee who has incurred a forfeiture of his accrued benefit under the provisions of this Section 3.7(e) makes a claim, at any time, for his forfeited accrued benefit; the plan administrator shall restore the distributee's forfeited accrued benefit to the present value of the accrued benefit forfeited. The plan administrator shall make the restoration during the plan year in which the distributee makes the claim. If necessary, the employer shall make a contribution to the plan to satisfy the restoration. The plan administrator shall direct the trustee to distribute the distributee's restored accrued benefit to him not later than 60 days after the close of the plan year in which the plan administrator restores the forfeited accrued benefit.

### (f) Special Rule Relating to Time for Written Explanation

Effective for distributions made on or after January 1, 1993, for any distribution in excess of \$200 that may be paid in the form of a lump sum, the plan administrator shall give the participant written notice of

## Borough of Phoenixville Firefighters Pension Plan

---

his eligible rollover distribution rights as required under IRC section 402(f) no less than 30 days and no more than 90 days before the annuity starting date with respect to the distribution. Effective for distributions made on or after January 1, 1994, such distribution may commence less than 30 days after the notice is given, provided that:

- (1) The participant is provided with information that clearly states that the participant has a right to a period of at least 30 days after receiving the written explanation and notice to consider the decision of whether or not to elect a distribution;
- (2) The participant, after receiving the written notice, affirmatively elects a distribution.

### Section 3.8 – Suspension of Benefits

Benefits in pay status shall not be suspended if a participant returns to employment. If the participant accrues an additional benefit, the plan shall offset the actuarial value of the distributions made to the participant by the last day of the preceding plan year against the retirement benefit as of such date. However, to determine the benefit payable to the participant on or after his succeeding termination of employment, the plan shall offset the actuarial value of such benefit distributions that are made to the participant by the date of his succeeding termination of employment against his retirement benefit determined as of such date.

### Section 3.9 – Distributions Under Domestic Relations Orders

Nothing contained in this plan prevents the trustee, in accordance with the direction of the plan administrator, from complying with the provisions of an acceptable domestic relations order that creates or recognizes the existence of an alternate payee's right to, or assigns to an alternate payee the right to receive all or a portion of the benefits payable with respect to a participant under the plan.

A distribution under an acceptable domestic relations order will not be made to an alternate payee until the participant is entitled to a distribution under this plan and commences such distribution. Nothing in this Section permits the alternate payee to receive a form of payment not otherwise permitted under the plan.

The plan administrator shall establish reasonable procedures to determine the acceptability of a domestic relations order in accordance with IRC section 414(p). Upon receiving a domestic relations order, the plan administrator promptly will notify the participant and any alternate payee named in the order, in writing, of the receipt of the order and the plan's procedures for determining the acceptability of the order. Within a reasonable period of time after receiving the domestic relations order, the plan administrator shall determine the acceptability of the order and shall notify the participant and each alternate payee, in writing, of its determination. The plan administrator shall provide notice under this paragraph by mailing to the individual's address specified in the domestic relations order.

If any portion of the participant's nonforfeitable accrued benefit is payable during the period the plan administrator is making its determination of the acceptability of the domestic relations order, the plan administrator shall make a separate accounting of the amounts payable. If the plan administrator determines the order is an acceptable domestic relations order within 18 months of the date amounts first are payable following receipt of the order, it shall direct the trustee to distribute the payable amounts in accordance with the order. If the plan administrator does not make its determination of the acceptability of the order within the 18-month determination period, it shall direct the trustee to distribute the payable amounts in the manner the plan would distribute if the order did not exist and will apply the order prospectively if it later determines the order is an acceptable domestic relations order.

## ARTICLE IV – DEATH BENEFITS

### Section 4.1 – Preretirement Death Benefit

If a participant dies prior to his annuity date (as defined in Section 7.1(e)(12)), a death benefit shall be payable as follows:

- (a) **Preretirement Survivor Annuity Benefit** – If a vested participant who has been married for at least one year dies after the plan's earliest retirement age, the participant's surviving spouse shall receive the same

## Borough of Phoenixville Firefighters Pension Plan

benefit that would be payable if the participant had retired with an immediate joint and 50% survivor annuity on the day before the participant's date of death.

The surviving spouse may elect to commence payment under such annuity as of the first day of any month within a reasonable period after the participant's death, but in no event later than December 1 of the later of: (A) the calendar year in which the participant would have attained age 70½; or (B) the year containing the first anniversary of the participant's death. The actuarial value of benefits that commence later than the date on which payments would have been made to the surviving spouse under a joint and survivor annuity in accordance with this provision shall be adjusted to reflect the delayed payment. This adjustment shall be made using the interest rate and mortality table set forth in Section 1.2(b)(1).

If a vested participant who has been married for at least one year dies on or before the plan's earliest retirement age as described in Section 5.2, the participant's surviving spouse shall receive the same benefit that would be payable if the participant had:

- separated from service on the date of death (or on the date of separation from service, if earlier),
- been vested strictly in accordance with the vesting schedule,
- survived to the earliest retirement date,
- retired with an immediate joint and 50% survivor annuity at the earliest retirement date, and
- died on the day after the earliest retirement date.

For purposes of the preceding sentence, a surviving spouse shall begin to receive payments at the participant's earliest retirement date unless such surviving spouse elects a later date. Benefits commencing after the earliest retirement date will be the actuarial equivalent of the benefit to which the surviving spouse would have been entitled if benefits had commenced at the participant's earliest retirement date under an immediate joint and 50% survivor annuity using the interest rate and mortality table set forth in Section 1.2(b)(1).

In determining this benefit, the employee-provided accrued benefit is 100% vested. If the surviving spouse dies before the plan has commenced distribution or before the pension payments made to the surviving spouse equal the value of the participant's accumulated contributions as described in Section 6.2 as of the annuity starting date, the excess over the payments made shall be payable to the surviving spouse's estate. The surviving spouse may elect to receive the value of the accumulated contributions as an immediate lump sum payment, in lieu of the preretirement survivor annuity benefit as described in this Section 4.1(a).

The survivor benefit set forth above shall not be payable unless the participant and spouse have been married throughout the one-year period ending on the date of the participant's death. In the case of a participant who is not eligible for the preretirement survivor annuity benefit as described in this Section 4.1(a), no death benefit shall be payable under this plan provision; however, a death benefit may be payable under Section 4.1(b).

If there is an acceptable domestic relations order in force with respect to the participant, the alternate payee shall be treated as the surviving spouse to the extent provided in the order. However, no order shall be accepted if it provides that the alternate payee shall be the surviving spouse with respect to benefits accrued as a result of years of benefit service credited after the termination of the marriage.

- (b) **Employee Contributions** – The participant's accumulated contributions as described in Section 6.2 shall be payable under this Section 4.1(b) to the extent not payable under Section 4.1(a). In the case of a participant who dies prior to becoming vested in any employer-provided accrued benefit or prior to being married for at least one year, such employee-provided benefit shall be payable to the participant's named beneficiary.
- (c) **Beneficiary Designation** – With respect to his accumulated contributions, the participant shall have the right to designate his beneficiaries, including a contingent beneficiary, and shall have the right at any time to change such beneficiaries. The designation shall be made in writing on a form supplied by the plan administrator. No designation shall be effective until filed with the plan administrator. If the participant

## Borough of Phoenixville Firefighters Pension Plan

---

fails to designate a beneficiary, or if the designated person or persons predeceases the participant, “beneficiary” shall mean the spouse, children, parents, brothers and sisters, or estate of the participant, in the order listed.

For purposes of this Section 4.1, if a spouse or beneficiary of the participant dies simultaneously with the participant, the participant shall be deemed to be the survivor and to have died subsequent to such spouse or beneficiary. Likewise, if a beneficiary named by a designated beneficiary dies simultaneously with a designated beneficiary, the designated beneficiary shall be deemed to be the survivor and to have died subsequent to the beneficiary named by the designated beneficiary.

If a participant completes or has completed a beneficiary designation form in which the participant designates his spouse as the beneficiary and the participant and such spouse are legally divorced subsequent to the date of such designation; then, the designation shall be administered as if such spouse had predeceased the participant unless the participant, subsequent to the legal divorce, reaffirms the designation by completing a new beneficiary designation form.

In the absence of a beneficiary designation form duly filed with the plan administrator by the designated beneficiary for any preretirement death benefit, if such designated beneficiary dies before the plan has commenced distribution of the death benefit to the designated beneficiary, the death benefit shall be paid to such person's estate in one lump sum by the date required under Section 7.2.

If the deceased designated beneficiary is not the participant's surviving spouse, distribution shall be completed by the December 31 of the fifth year following the participant's date of death. If the deceased designated beneficiary is the participant's surviving spouse, distribution shall be completed by the December 31 of the fifth year following the beneficiary's date of death.

- (d) **Form and Manner of Payment** – The accumulated contribution death benefit payable to the participant's beneficiary shall be payable in a lump sum payment.

### Section 4.2 – Postretirement Death Benefit

Upon the death of a participant after his annuity starting date, no death benefit shall be payable, except such benefit as is provided by the particular form of pension payment under which pension benefits are being distributed.

Notwithstanding the preceding, if the total payments received under the terms of the elected form of pension payment by the participant and any designated survivor annuitant or beneficiary are less than the present value of the participant's accumulated contributions as of the annuity starting date, monthly payments shall be made until this amount has been distributed.

## ARTICLE V – TERMINATION OF EMPLOYMENT BENEFITS

### Section 5.1 – Vesting

If a participant separates from the service of the employer other than by retirement, disability, or death, he shall be entitled to a vested deferred pension equal to the benefit accrued to the date of termination multiplied by the vesting percentage, based upon his years of vesting service to the date of termination. His vesting percentage shall be determined by the vesting schedule set forth below:

Years of Service	Vesting Percentage
0–6 Years	0%
7 or More Years	100%

### Section 5.2 – Payment of Benefits

- (a) **Payment as of Normal Retirement Date** – If the participant terminates his employment on or before his normal retirement date, payment of the vested accrued pension may begin at his normal retirement date. If payments do not commence until after his normal retirement date, distribution must begin by the required beginning date for minimum required distributions and the amount of the benefit payable shall be

## Borough of Phoenixville Firefighters Pension Plan

---

determined as provided in Section 3.4. The vested accrued pension shall be payable in the same optional forms and in the same manner as described in Section 3.7.

- (b) **Payment at Early Retirement Date** – Upon the request of the terminated participant, payment of the vested accrued pension may begin after he has satisfied the plan's early retirement date requirement(s). In the event of such earlier commencement of benefits, the benefit shall be paid pursuant to the early retirement provisions of Section 3.5 in the same optional forms and in the same manner as described in Section 3.7.
- (c) **Payment Prior to Early Retirement Date** – No payment shall be made prior to early retirement, death, or disability. Nevertheless, if the participant is not eligible for early retirement at the time of his termination of employment, he may elect to have paid to him an amount equal to his accumulated contributions as soon as administratively possible after severance of employment as provided in Section 6.2. Thereafter, the former participant shall have no further right to any benefit under this plan.
- (d) **Death Before Retirement** – If a participant terminates employment and dies before beginning to receive retirement benefits, a preretirement death benefit may be payable, to the extent provided under Article IV.
- (e) **Forfeiture for Malfeasance** – Notwithstanding any other provision of this plan, a participant who is convicted or pleads guilty to engaging in criminal misconduct which constitutes a "crime related to public office or public employment," as that phrase is defined in Pennsylvania Pension Forfeiture Act, 43 P.S. 1311-1314 and interpreted thereunder, shall forfeit his right to receive a pension benefit under this plan. In such a case, the participant shall only be entitled to receive the contributions, if any, he made under Section 6.2, without interest.

### Section 5.3 – Forfeitures

- (a) **Time of Forfeiture** – If a participant terminates employment before his accrued benefit derived from employer contribution is fully vested, the nonvested portion of his accrued benefit shall be forfeited on the last day of the vesting computation period in which the participant first incurs a one-year break in service.  
Effective December 31, 2006, distributions in excess of \$1,000 shall only be made with the participant's consent.
- (b) **Disposition of Forfeiture** – Forfeitures shall serve to reduce subsequent employer contributions hereunder.
- (c) **Determination of Accrued Benefit** – If a distribution is made at a time when a participant has a nonforfeitable right to less than the entire accrued benefit derived from employer contribution, the participant may increase his nonforfeitable percentage in his accrued benefit by returning to employment with the employer and earning additional years of vesting service. In the event of a partial distribution, the participant's accrued benefit shall be equal to his total accrued benefit offset by the accrued benefit attributable to the distribution.

## ARTICLE VI – CONTRIBUTIONS

### Section 6.1 – Employer Contributions

The Chief Administrative Officer of the plan shall determine the financial requirements of the plan on the basis of the most recent actuarial report and shall determine the minimum obligation of the employer with respect to funding the plan for any given plan year after taking into account any contribution to be made by the Commonwealth of Pennsylvania and any participant contributions. The Chief Administrative Officer shall submit the financial requirements of the plan and the minimum obligation of the employer to the employer (or its governing body) annually and shall certify the accuracy of such calculations and their conformance with Act 205. The employer shall be obligated to make such contribution to the trust by annual appropriations.

### Section 6.2 – Mandatory Employee Contributions

- (a) **Mandatory Contribution Amount** – As a condition of participation in this plan, each active participant must contribute 2.00% of his compensation each year on an after-tax basis.

## Borough of Phoenixville Firefighters Pension Plan

---

- (b) **Employee Contributions** – The employer shall remit employee contributions to the trust of the plan as soon as administratively feasible.
- (c) **Determination of Accrued Benefit** – The accrued benefit derived from a participant's mandatory employee contributions as of any applicable date is an annual benefit, in the form of a straight life annuity (without ancillary benefits) commencing at his normal retirement date, equal to the actuarial equivalent of the participant's accumulated contributions. The participant's accumulated contributions shall be equal to his mandatory employee contributions with interest. The interest rate to be credited shall be 5.000% per annum (3.0% prior to January 1, 1987). Effective for contributions made after January 1, 2008, the interest shall be 6.0% per annum. Interest accrues from the January 1 following the date each contribution is made. Such interest shall be credited annually in the form of a compound interest rate.

A participant shall be 100% vested in his accumulated contributions.

If this plan or a prior plan is or has been amended so as to no longer require employee mandatory contributions, the participant's employee-provided accrued benefit and employer-provided accrued benefit shall be determined as if the plan required contributions of the employee as a condition of participation at the time of termination of employment. This Section, however, shall not apply to the extent the contributions the participant has made to the plan (or prior plan) have been refunded to him.

- (d) **Withdrawal of Accumulated Contributions** – A participant who is not vested in his benefit accrued under Section 3.2 may withdraw an amount that is equal to his total accumulated contributions. The withdrawal shall be payable in one lump sum. Thereafter, the former participant shall have no further right to any benefit under this plan.

In no event may any amount be withdrawn or distributed until the participant's retirement, disability, death or termination of employment, regardless of the income tax accounting treatment required by IRC section 72(e)(8)(D).

- (e) **Forfeiture** – The death benefit payable under Article IV shall not be less than the participant's accumulated contributions.

### Section 6.3 – Rollover/Transfer Contributions

Rollover and transfer contributions shall not be permitted under this plan and there shall be no rollover/transfer account.

## ARTICLE VII – ADDITIONAL QUALIFICATION RULES

### Section 7.1 – Limitation on Benefits Under IRC Section 415

The limitations of this Section 7.1 shall apply in limitation years beginning on or after July 1, 2007, except as otherwise provided herein.

(a) **Annual Benefit Limitation**

The annual benefit otherwise payable to a participant at any time under the plan shall not exceed the maximum permissible benefit. If the benefit the participant would otherwise accrue in a limitation year would produce an annual benefit in excess of the maximum permissible benefit, the benefit shall be limited (or the rate of accrual reduced) to the extent necessary so that the benefit does not exceed the maximum permissible benefit.

(b) **Limitations on Employee Contributions**

If a participant has made mandatory employee contributions, under the terms of this plan, the amount of such contributions shall be treated as an annual addition to a qualified defined contribution plan.

- (1) If the mandatory employee contribution the participant would otherwise make in a limitation year would exceed the maximum permissible annual addition, the contribution shall be limited to a contribution that does not exceed the maximum permissible annual addition.

## Borough of Phoenixville Firefighters Pension Plan

- (A) Prior to determining the participant's actual compensation for the limitation year, the employer may determine the maximum permissible annual addition for a participant on the basis of a reasonable estimation of the participant's compensation for the limitation year, uniformly determined for all participants similarly situated.
- (B) As soon as is administratively feasible after the end of the limitation year, the maximum permissible annual addition for the limitation year will be determined on the basis of the participant's actual compensation for the limitation year.
- (2) In any limitation year in which the employee contributions otherwise contributable under this plan would exceed the maximum permissible annual addition because of contributions otherwise allocable under a defined contribution plan that the employer also sponsors, the contribution under such plan(s) shall be limited to a contribution that does not exceed the maximum permissible annual addition reduced by the mandatory employee contribution required under this plan.
- (c) Combined Limitations: Other Defined Benefit Plans**
- (1) If a participant is, or has ever been, a participant in another qualified defined benefit plan maintained by the employer or a predecessor employer, the sum of the participant's annual benefits from all such plans may not exceed the maximum permissible benefit. If the maximum permissible benefit is exceeded solely due to the benefit payable under a frozen or terminated defined benefit plan, the annual benefit otherwise payable under this plan shall be reduced so that the maximum permissible benefit is not exceeded.
- (2) Where the participant's employer-provided benefits under all qualified defined benefit plans ever maintained by the employer (determined as of the same age) would exceed the maximum permissible benefit applicable at that age, the method by which the plans will limit a participant's annual benefit otherwise payable in such cases shall be as provided in Section 3.2(d).
- (d) Protection of Accrued Benefit**
- In the case of an individual who was a participant in one or more defined benefit plans of the employer as of the first day of the first limitation year beginning after December 31, 1986, the application of the limitations of IRC section 415 shall not cause the maximum permissible benefit amount for such individual under all such defined benefit plans to be less than the individual's Tax Reform Act of 1986 (TRA '86) accrued benefit. The preceding sentence applies only if all such defined benefit plans met the requirements of IRC section 415, for all limitation years beginning before January 1, 1987.
- The application of the provisions of this Section 7.1 shall not cause the maximum permissible benefit for any participant to be less than the participant's accrued benefit under all the defined benefit plans of the employer or a predecessor employer as of the end of the last limitation year beginning before July 1, 2007 under provisions of the plans that were both adopted and in effect before April 5, 2007. The preceding sentence applies only if the provisions of such defined benefit plans that were both adopted and in effect before April 5, 2007 satisfied the applicable requirements of statutory provisions, regulations, and other published guidance relating to IRC section 415 in effect as of the end of the last limitation year beginning before July 1, 2007, as described in Treasury Regulation section 1.415(a)-1(g)(4).
- (e) Definitions (IRC Section 415 Limitations)**
- (1) **Annual Additions** – The sum of the following amounts credited to a participant's account for the limitation year: (A) employer contributions, (B) employee contributions (excluding catch-up contributions made in accordance with IRC section 414(v)), (C) forfeitures, (D) allocations under a simplified employee pension, and (E) amounts allocated, after March 31, 1984, to an individual medical account (as defined in IRC section 415(l)(2)) that is part of a pension or annuity plan maintained by the employer. Also amounts derived from contributions paid or accrued after December 31, 1985 (in taxable years ending after such date), that are attributable to post-retirement medical benefits, allocated to the separate account of a key employee (as defined in IRC section 419A(d)(3)) under a welfare benefit fund (as defined in IRC section 419(e)) maintained by the employer shall be treated as annual additions to a defined contribution plan.

## Borough of Phoenixville Firefighters Pension Plan

---

For limitation years beginning before January 1, 1987, employee contributions shall only be taken into account for this purpose up to the lesser of the amount of employee contributions in excess of 6% of compensation for the limitation year, or one-half of the employee contributions for that year. Picked-up contributions under IRC section 414(h)(2) shall not be included as an annual addition with respect to a participant.

- (2) **Annual Benefit** – A benefit under the plan that is payable annually in the form of a straight life annuity. The annual benefit shall include any picked-up contributions made by the employer under IRC section 414(h)(2). Except as provided below, where a benefit is payable in a form other than a straight life annuity, the benefit shall be adjusted to an actuarially equivalent straight life annuity that begins at the same time as such other form of benefit and is payable on the first day of each month, before applying the limitations of this Section 7.1. For a participant who has or will have distributions commencing at more than one annuity starting date, the annual benefit shall be determined as of each such annuity starting date (and shall satisfy the limitations of this Section 7.1 as of each such date), actuarially adjusting for past and future distributions of benefits commencing at the other annuity starting dates. For this purpose, the determination of whether a new starting date has occurred shall be made without regard to Treasury Regulation section 1.401(a)-20, Q&A 10(d), and with regard to Treasury Regulation section 1.415(b)-1(b)(1)(iii)(B) and (C).

No actuarial adjustment to the benefit is required for (A) survivor benefits payable to a surviving spouse under a qualified joint and survivor annuity to the extent such benefits would not be payable if the participant's benefit were paid in another form; (B) benefits that are not directly related to retirement benefits (such as a qualified disability benefit, preretirement incidental death benefits, and postretirement medical benefits); and (C) the inclusion in the form of benefit of an automatic benefit increase feature, provided the form of benefit is not subject to IRC section 417(e)(3) and would otherwise satisfy the limitations of this Section 7.1, and the plan provides that the amount payable under the form of benefit in any limitation year shall not exceed the limits of this Section 7.1 applicable at the annuity starting date, as increased in subsequent years pursuant to IRC section 415(d). For this purpose, an automatic benefit increase feature is included in a form of benefit if the form of benefit provides for automatic, periodic increases to the benefits paid in that form.

The determination of the annual benefit shall take into account social security supplements described in IRC section 411(a)(9) and benefits transferred from another defined benefit plan, other than transfers of distributable benefits pursuant to Treasury Regulation section 1.411(d)-4, Q&A-3(c), but shall disregard benefits attributable to employee contributions or rollover contributions.

Effective for distributions in plan years beginning after December 31, 2003, the determination of actuarial equivalence of forms of benefit other than a straight life annuity shall be made in accordance with Section 7.1(e)(2)(A) or Section 7.1(e)(2)(B).

- (A) **Benefit Forms Not Subject to IRC Section 417(e)(3)** – The straight life annuity that is actuarially equivalent to the participant's form of benefit shall be determined under this Section 7.1(e)(2)(A) if the form of the participant's benefit is either (i) a nondecreasing annuity (other than a straight life annuity) payable for a period of not less than the life of the participant (or, in the case of a preretirement survivor annuity, the life of the surviving spouse), or (ii) an annuity that decreases during the life of the participant merely because of (a) the death of the survivor annuitant (but only if the reduction is not below 50% of the annual benefit payable before the death of the survivor annuitant), or (b) the cessation or reduction of Social Security supplements or qualified disability payments (as defined in IRC section 401(a)(11)).

- (i) **Limitation Years beginning before July 1, 2007** – For limitation years beginning before July 1, 2007, the actuarially equivalent straight life annuity shall be equal to the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the participant's form of benefit computed using whichever of the following produces the greater annual amount: (a) the interest rate and the mortality table (or other tabular factor) stated in Section 1.2(b) for adjusting benefits in the same form; and (b) a 5% interest rate assumption and the applicable mortality table defined in Section 1.2(c) for that annuity starting date.

## Borough of Phoenixville Firefighters Pension Plan

---

- (ii) **Limitation Years beginning on or after July 1, 2007** – For limitation years beginning on or after July 1, 2007, the actuarially equivalent straight life annuity is equal to the greater of:
- (a) the annual amount of the straight life annuity (if any) payable to the participant under the plan commencing at the same annuity starting date as the participant's form of benefit; and
  - (b) the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the participant's form of benefit, computed using a 5% interest rate assumption and the applicable mortality table defined in Section 1.2(c) for that annuity starting date.
- (B) **Benefit Forms Subject to IRC Section 417(e)(3)** – The straight life annuity that is actuarially equivalent to the participant's form of benefit shall be determined under this paragraph if the form of the participant's benefit is other than a benefit form described in Section 7.1(e)(2)(A). In this case, the actuarially equivalent straight life annuity shall be determined as follows:
- (i) **Annuity Starting Date in Plan Years Beginning After 2005** – If the annuity starting date of the participant's benefit occurs during a plan year beginning after December 31, 2005, the actuarially equivalent straight life annuity shall be equal to the greatest of: (a) the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the participant's form of benefit, computed using the interest rate and the mortality table (or other tabular factor) stated in Section 1.2(b) for adjusting a lump sum pension payment; (b) the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the participant's form of benefit, computed using a 5.5% interest rate assumption and the applicable mortality table defined in Section 1.2(c); and (c) the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the participant's form of benefit, computed using the applicable interest rate and the applicable mortality table as defined in Section 1.2(c), divided by 1.05. Notwithstanding the preceding, effective for limitation years beginning on or after January 1, 2009, the latter calculation (c) shall not apply if for the limitation year the sponsoring employer is determined to be an eligible employer.
- The term "eligible employer" means, with respect to any year, an employer which had no more than 100 employees who received at least \$5,000 of compensation from the employer for the preceding year. If the sponsoring employer is an eligible employer for one or more years but fails to be an eligible employer for any subsequent year, it shall be treated as an eligible employer for the 2 years following the last year for which it was an eligible employer. If such failure is due to any acquisition, disposition, or similar transaction involving an eligible employer, the preceding sentence shall not apply.
- (ii) **Annuity Starting Date in Plan Years Beginning in 2004 or 2005** – If the annuity starting date of the participant's form of benefit is in a plan year beginning in 2004 or 2005, the actuarially equivalent straight life annuity shall be equal to the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the participant's form of benefit, computed using whichever of the following produces the greater annual amount: (a) the interest rate and the mortality table (or other tabular factor) specified stated in Section 1.2(b) for adjusting benefits in the same form; and (b) a 5.5% interest rate assumption and the applicable mortality table as defined in Section 1.2(c).

Notwithstanding the preceding, if the annuity starting date of the participant's benefit is on or after the first day of the first plan year beginning in 2004 and before December 31, 2004, the application of this Section 7.1(e)(2)(B)(ii) shall not cause the amount payable under the participant's form of benefit to be less than the benefit calculated under the plan, taking into account the limitations of this Section 7.1, except that the actuarially equivalent straight life annuity shall be equal to the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the participant's form of benefit, computed using whichever of the following produces the greatest annual amount:

## Borough of Phoenixville Firefighters Pension Plan

---

- a. the interest rate and the mortality table (or other tabular factor) specified stated in Section 1.2(b) for adjusting benefits in the same form (as in effect as of the date of the distribution);
  - b. the applicable interest rate and the applicable mortality table as defined in Section 1.2(c) (as in effect as of the date of the distribution); and
  - c. the applicable interest rate defined in Section 1.2(c) (as in effect on the last day of the last plan year beginning before January 1, 2004, under provisions of the plan then adopted and in effect) and the applicable mortality table defined in Section 1.2(c).
- (3) **Compensation** – A participant's earned income and any earnings reportable as W-2 wages for federal income tax withholding purposes that are paid by the employer. W-2 wages means wages as defined in IRC section 3401(a) but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or the services performed. Picked-up contributions under IRC section 414(h)(2) shall not be included in the participant's compensation.

For limitation years beginning after December 31, 1991, for purposes of applying the limitations of this Section 7.1, compensation for a limitation year is the compensation actually paid or includable in gross income during such limitation year. Compensation for a limitation year shall include amounts earned but not paid during the limitation year solely because of the timing of pay periods and pay dates, provided the amounts are paid during the first few weeks of the next limitation year, the amounts are included on a uniform and consistent basis with respect to all similarly situated employees, and no compensation is included in more than one limitation year.

In order to be taken into account for a limitation year, compensation must be paid or treated as paid prior to severance from employment with the employer. Effective for limitation years beginning on or after July 1, 2007, an includable payment shall be treated as paid prior to severance from employment if it is paid within 2½ months after severance or the last day of the limitation year that includes the severance date. For this purpose, includable payments are those that absent the severance would have been paid and are regular compensation for services during regular working hours or compensation for services outside regular working hours (such as overtime or shift differentials), commissions, bonuses, or other similar compensation. Includable payments shall also include unused accrued sick, vacation, or other leave if such payments would have been included in compensation as defined in Section 1.3 if they were paid prior to the employee's severance from employment. Any payments not described herein as an includable payment shall not be considered compensation if paid after severance from employment, even if they are paid by the later of 2½ months after the date of severance from employment or the end of the limitation year that includes the severance date. However, for limitation years beginning after December 31, 2008, compensation for a limitation year shall include amounts paid as differential wages to a participant on qualified military service leave of more than 30 days and otherwise meeting the requirements of IRC section 3401(h)(2).

Back pay, within the meaning of Treasury Regulation section 1.415(c)-2(g)(8), shall be treated as compensation for the limitation year to which the back pay relates to the extent the back pay represents wages and compensation that would otherwise be included under this definition. Further, effective for limitation years beginning on or after January 1, 2008, compensation in excess of the limitations of Section 1.3(b) shall not be taken into account.

For limitation years beginning after December 31, 1997, compensation shall include elective contributions. Elective contributions are amounts excludable from the employee's gross income and contributed by the employer, at the employee's election to a cafeteria plan excludable under IRC section 125, an IRC section 401(k) arrangement (excludable under IRC section 402(e)(3)), a simplified employee pension (excludable under IRC section 402(h)), a tax sheltered annuity (excludable under IRC section 403(b)), a deferred compensation plan (excludable under IRC section 457(b)), an IRC section 501(c)(18) plan, or an IRC section 132(f)(4) qualified transportation fringe benefit plan.

## Borough of Phoenixville Firefighters Pension Plan

Elective contribution amounts under a cafeteria plan excludable under IRC section 125 shall include any amounts not available to a participant in cash in lieu of group health coverage because the participant is unable to certify that he has other health coverage (deemed section 125 compensation). Amounts are deemed section 125 compensation only if the employer does not request or collect information regarding the participant's other health coverage as part of the enrollment process for the health plan.

- (4) **Projected Annual Benefit** – The annual benefit as defined in Section 7.1(e)(2), to which the participant would be entitled under the terms of the plan assuming:
- (A) the participant will continue employment until his normal retirement date under the plan (or current age, if later); and
  - (B) the participant's compensation for the current limitation year and all other relevant factors used to determine benefits under the plan will remain constant for all future limitation years.

Straight life annuity means an annuity payable in equal installments for the life of the participant that terminates upon the participant's death.

- (5) **Defined Benefit Dollar Limitation** – Effective for limitation years ending after December 31, 2001, the defined benefit dollar limitation is \$160,000, automatically adjusted under IRC section 415(d), effective January 1 of each year, in such manner as the Secretary of the Treasury shall prescribe, and payable in the form of a straight life annuity. The new limitation shall apply to limitation years ending with or within the calendar year for which the adjustment applies, but a participant's benefits shall not reflect the adjusted limit prior to January 1 of that calendar year. The automatic annual adjustment of the defined benefit dollar limitation under IRC section 415(d) shall apply to participants who have had a separation from employment.
- (6) **Employer** – For purposes of this Section 7.1, employer shall mean the employer that adopts this plan and any entity required to be aggregated with the employer pursuant to regulations.
- (7) **Excess Annual Addition** – The excess of the participant's annual additions for the limitation year over the maximum permissible annual addition.
- (8) **Limitation Year** – The 12-consecutive-month period defined in Section 1.4(e).
- (9) **Maximum Permissible Annual Addition** – The maximum annual addition that may be contributed or allocated to a participant's account under a plan for any limitation year shall not exceed the lesser of:
- (A) the defined contribution dollar limitation, that is \$40,000, as adjusted under IRC section 415(d) for limitation years beginning after December 31, 2002; or
  - (B) 100% of the participant's compensation for the limitation year.

The compensation limitation referred to in (B) shall not apply to any contribution for medical benefits after separation from service (within the meaning of IRC section 401(h) or IRC section 419A(f)(2)) that is otherwise treated as an annual addition under IRC section 415(l)(1) or 419A(d)(2).

If a short limitation year is created because of an amendment changing the limitation year to a different 12-consecutive-month period, the maximum permissible annual addition will not exceed the defined contribution dollar limitation multiplied by the following fraction:

$$\frac{\text{Number of months in the short limitation year}}{12}$$

If the plan is terminated as of a date other than the last day of the limitation year, the plan shall be deemed to have been amended to change its limitation year and the maximum permissible amount shall be determined by prorating it for the resulting short limitation year.

- (10) **Maximum Permissible Benefit**

The maximum permissible benefit is the defined benefit dollar limitation.

## Borough of Phoenixville Firefighters Pension Plan

---

- (A) **Adjustment for Less Than 10 Years of Participation or Service** – If the participant has less than 10 years of participation in the plan, the defined benefit dollar limitation shall be multiplied by a fraction: (i) the numerator of which is the number of years (or part thereof, but not less than one year) of participation in the plan, and (ii) the denominator of which is 10.

This Section 7.1(e)(10)(A) shall not apply to disability benefit paid in accordance with Section 3.6 or to benefits payable under Article IV.

- (B) **Adjustment of Defined Benefit Dollar Limitation for Benefit Commencement Before Age 62 or After Age 65** – Effective for benefits commencing in limitation years ending after December 31, 2001, the defined benefit dollar limitation shall be adjusted if the annuity starting date of the participant's benefit is before age 62 or after age 65. If the annuity starting date is before age 62, the defined benefit dollar limitation shall be adjusted under Section 7.1(e)(10)(B)(i), as modified by Section 7.1(e)(10)(B)(iii). If the annuity starting date is after age 65, the defined benefit dollar limitation shall be adjusted under Section 7.1(e)(10)(B)(ii), as modified by Section 7.1(e)(10)(B)(iii).

- (i) **Adjustment of Defined Benefit Dollar Limitation for Benefit Commencement Before Age 62**

- a. **Limitation years beginning before July 1, 2007** – If the annuity starting date for the participant's benefit is prior to age 62 and occurs in a limitation year beginning before July 1, 2007, the defined benefit dollar limitation for the participant's annuity starting date is an annual amount of a benefit payable in the form of a straight life annuity commencing at the participant's annuity starting date that is the actuarial equivalent of the defined benefit dollar limitation (adjusted under Section 7.1(e)(10)(A) for years of participation less than 10, if required) with actuarial equivalence computed using whichever of the following produces the smaller annual amount: (1) the interest rate and the mortality table (or the tabular factor) specified in Section 1.2(b) for an early retirement benefit; or (2) a 5% interest rate assumption and the applicable mortality table as defined in Section 1.2(c).
- b. **Limitation years beginning on or after July 1, 2007**
1. **Plan does not have immediately commencing straight life annuity payable at both age 62 and the age of benefit commencement** – If the annuity starting date for the participant's benefit is prior to age 62 and occurs in a limitation year beginning on or after July 1, 2007, and the plan does not have an immediately commencing straight life annuity payable at both age 62 and the age of benefit commencement, the defined benefit dollar limitation for the participant's annuity starting date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the participant's annuity starting date that is the actuarial equivalent of the defined benefit dollar limitation (adjusted under Section 7.1(e)(10)(A) for years of participation less than 10, if required) with actuarial equivalence computed using a 5% interest rate assumption and the applicable mortality table for the annuity starting date as defined in Section 1.2(c) (and expressing the participant's age based on completed calendar months as of the annuity starting date).
  2. **Plan has immediately commencing straight life annuity payable at both age 62 and the age of benefit commencement** – If the annuity starting date for the participant's benefit is prior to age 62 and occurs in a limitation year beginning on or after July 1, 2007, and the plan has an immediately commencing straight life annuity payable at both age 62 and the age of benefit commencement, the defined benefit dollar limitation for the participant's annuity starting date is the lesser of the limitation determined under Section 7.1(e)(10)(B)(i)b.1. and the defined benefit dollar limitation (adjusted under Section 7.1(e)(10)(A) for years of participation less than 10, if required) multiplied by the ratio of the annual amount of the immediately commencing straight life annuity under the plan at the participant's annuity starting date to the

## Borough of Phoenixville Firefighters Pension Plan

annual amount of the immediately commencing straight life annuity under the plan at age 62, both determined without applying the limitations of this Section 7.1.

3. Notwithstanding any other provisions of this Section 7.1(e)(10)(B)(i), the age-adjusted dollar limit applicable to a participant shall not decrease on account of an increase in age or the performance of additional services.
  - c. This Section 7.1(e)(10)(B)(i) shall not apply to disability benefit paid in accordance with Section 3.6 or to benefits payable under Article IV.
- (ii) **Adjustment of Defined Benefit Dollar Limitation for Benefit Commencement After Age 65**
- a. **Limitation years beginning before July 1, 2007** – If the annuity starting date for the participant's benefit is after age 65 and occurs in a limitation year beginning before July 1, 2007, the defined benefit dollar limitation for the participant's annuity starting date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the participant's annuity starting date that is the actuarial equivalent of the defined benefit dollar limitation (adjusted under Section 7.1(e)(10)(A) for years of participation less than 10, if required) with actuarial equivalence computed using whichever of the following produces the smaller annual amount: (1) the interest rate and the mortality table (or other tabular factor) specified in Section 1.2(b) for a late retirement benefit; or (2) a 5% interest rate assumption and the applicable mortality table as defined in Section 1.2(c).
  - b. **Limitation years on or after July 1, 2007**
    1. **Plan does not have immediately commencing straight life annuity payable at both age 65 and the age of benefit commencement** – If the annuity starting date for the participant's benefit is after age 65 and occurs in a limitation year beginning on or after July 1, 2007, and the plan does not have an immediately commencing straight life annuity payable at both age 65 and the age of benefit commencement, the defined benefit dollar limitation at the participant's annuity starting date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the participant's annuity starting date that is the actuarial equivalent of the defined benefit dollar limitation (adjusted under Section 7.1(e)(10)(A) for years of participation less than 10, if required), with actuarial equivalence computed using a 5% interest rate assumption and the applicable mortality table for that annuity starting date as defined in Section 1.2(c) (and expressing the participant's age based on completed calendar months as of the annuity starting date).
    2. **Plan has immediately commencing straight life annuity payable at both age 65 and the age of benefit commencement** – If the annuity starting date for the participant's benefit is after age 65 and occurs in a limitation year beginning on or after July 1, 2007, and the plan has an immediately commencing straight life annuity payable at both age 65 and the age of benefit commencement, the defined benefit dollar limitation at the participant's annuity starting date is the lesser of the limitation determined under Section 7.1(e)(10)(B)(ii)b.1. and the defined benefit dollar limitation (adjusted under Section 7.1(e)(10)(A) for years of participation less than 10, if required) multiplied by the ratio of the annual amount of the adjusted immediately commencing straight life annuity under the plan at the participant's annuity starting date to the annual amount of the adjusted immediately commencing straight life annuity under the plan at age 65, both determined without applying the limitations of this Section 7.1. For this purpose, the adjusted immediately commencing straight life annuity under the plan at the participant's annuity starting date is the annual amount of such annuity payable to the participant, computed disregarding the participant's accruals after age 65 but including actuarial adjustments even if those actuarial adjustments are used to offset accruals; and the adjusted immediately commencing straight life annuity under the plan at age 65 is the annual amount of such annuity

## Borough of Phoenixville Firefighters Pension Plan

---

that would be payable under the plan to a hypothetical participant who is age 65 and has the same accrued benefit as the participant.

- (iii) Notwithstanding the other requirements of this Section 7.1(e)(10)(B), no adjustment shall be made to the defined benefit dollar limitation to reflect the probability of a participant's death between the annuity starting date and age 62, or between age 65 and the annuity starting date, as applicable, if benefits are not forfeited upon the death of the participant prior to the annuity starting date. To the extent benefits are forfeited upon death before the annuity starting date, such an adjustment shall be made. For this purpose, no forfeiture shall be treated as occurring upon a participant's death if the plan does not charge participants for providing a qualified preretirement survivor annuity upon the participant's death.
- (C) **Minimum Benefit Permitted** – Notwithstanding anything else in this Section to the contrary, the benefit otherwise accrued or payable to a participant under this plan shall be deemed not to exceed the maximum permissible benefit if:
- (i) The retirement benefits payable for a plan year under any form of benefit with respect to such participant under this plan and under all other defined benefit plans (regardless of whether terminated) ever maintained by the employer do not exceed \$10,000 multiplied by a fraction: (1) the numerator of which is the participant's number of years (or parts thereof, but not less than one year) of benefit service (not to exceed 10) with the employer; and (2) the denominator of which is 10; and
  - (ii) The employer (or a predecessor employer) has not at any time maintained a defined contribution plan in which the participant participated. For this purpose, mandatory employee contributions shall not be considered a separate defined contribution plan maintained by the employer. Similarly, individual medical accounts under IRC section 401(h) and accounts for postretirement medical benefits established under IRC section 419A(d)(1) shall not be considered a separate defined contribution plan.
- (11) **Year of Participation** – For the purpose of this Section 7.1, a participant shall be credited with a year of participation (computed to fractional parts of a year) for each accrual computation period for which the following conditions are met: (1) the participant is credited with at least the number of hours of service (or period of service if the elapsed time method is used) for benefit accrual purposes, required under the terms of the plan in order to accrue a benefit for the accrual computation period, and (2) the participant is included as a participant under the eligibility provisions of the plan for at least one day of the accrual computation period. If these two conditions are met, the portion of a year of participation credited to the participant shall equal the amount of benefit accrual service credited to the participant for such accrual computation period. A participant who is permanently and totally disabled within the meaning of IRC section 415(c)(3)(C)(i) for an accrual computation period shall receive a year of participation with respect to that period. In addition, for a participant to receive a year of participation (or part thereof) for an accrual computation period, the plan must be established no later than the last day of such accrual computation period. In no event will more than one year of participation be credited for any 12-month period.
- (12) **Annuity Starting Date** – The first day of the first period for which an amount is paid as an annuity or in any other form.

### Section 7.2 – Distribution Requirements

The requirements of this Section 7.2 shall apply to any distribution of a participant's interest. All distributions required under this Section 7.2 shall be determined and made in accordance with IRC section 401(a)(9), including the incidental death benefit requirement of IRC section 401(a)(9)(G). With respect to distributions under the plan made on or after January 1, 2005 for calendar years beginning on or after January 1, 2005, the plan will apply the minimum distribution requirements of IRC section 401(a)(9) as set forth in this Section 7.2. Distributions made prior to January 1, 2005 are subject to the provisions of the plan as in effect before this amendment and restatement of the plan.

#### (a) Time and Manner of Distribution

## Borough of Phoenixville Firefighters Pension Plan

- (1) **Required Beginning Date** – The entire interest of a participant must be distributed or begin to be distributed no later than the participant's required beginning date.
- (2) **Limits on Distribution Periods** – As of the first distribution calendar year, distributions to a participant, if not made in a single-sum, may only be made over one of the following periods (or a combination thereof):
  - (A) the life of the participant,
  - (B) the joint lives of the participant and a designated beneficiary,
  - (C) a period certain not extending beyond the life expectancy of the participant, or
  - (D) a period certain not extending beyond the joint life and last survivor expectancy of the participant and a designated beneficiary.
- (3) **Death of Participant Before Distributions Begin** – If the participant dies before distributions begin, the participant's entire interest will be distributed, or begin to be distributed, no later than as follows:
  - (A) If the participant's surviving spouse is the participant's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the participant died, or by December 31 of the calendar year in which the participant would have attained the applicable age, if later. If this plan provides in Article IV for a lump sum death benefit in excess of \$7,000 and the surviving spouse so elects with respect to a benefit of such actuarial present value or greater, the participant's entire interest will be distributed to such designated beneficiary by December 31 of the calendar year containing the fifth anniversary of the participant's death.
  - (B) If the participant's surviving spouse is not the participant's sole designated beneficiary, then distributions to the designated beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the participant died. If this plan provides in Article IV for a lump sum death benefit in excess of \$7,000 and the designated beneficiary so elects with respect to a benefit of such actuarial present value or greater, the participant's entire interest will be distributed to such designated beneficiary by December 31 of the calendar year containing the fifth anniversary of the participant's death.
  - (C) If there is no designated beneficiary as of September 30 of the year following the year of the participant's death or if a lump sum death benefit is otherwise payable, the participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the participant's death.
  - (D) If the participant's surviving spouse is the participant's sole designated beneficiary and the surviving spouse dies after the participant but before distributions to the surviving spouse begin, this Section 7.2(a)(3), other than Section 7.2(a)(3)(A), will apply as if the surviving spouse were the participant if this plan otherwise provides for the payment of a death benefit.

For purposes of this Section 7.2(a)(3) and Section 7.2(d), distributions are considered to begin on the participant's required beginning date (or, if Section 7.2(a)(3)(D) applies, the date distributions are required to begin to the surviving spouse under Section 7.2(a)(3)(A)). If annuity payments irrevocably commence to the participant before the participant's required beginning date (or to the participant's surviving spouse before the date distributions are required to begin to the surviving spouse under Section 7.2(a)(3)(A)), the date distributions are considered to begin is the date distributions actually commence.

If the deceased designated beneficiary is not the participant's surviving spouse, distribution shall be completed by the December 31 of the fifth year following the participant's date of death. If the deceased designated beneficiary is the participant's surviving spouse, distribution shall be completed by the December 31 of the fifth year following the beneficiary's date of death.

- (4) **Forms of Distribution** – Unless the participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the required beginning date, as of the first distribution calendar year distributions will be made in accordance with Section 7.2(b),

## Borough of Phoenixville Firefighters Pension Plan

---

(c), and (d). If the participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of IRC section 401(a)(9) and Treasury Regulation section 1.401(a)(9)-6.

Any part of the participant's interest that is in the form of an individual account shall be distributed in a manner satisfying the requirements of IRC section 401(a)(9) and the regulations thereunder. To the extent the participant has accumulated contributions containing after-tax contributions for which there is separate accounting, such funds shall be distributed first before any taxable distribution is made to satisfy the minimum distribution requirement.

**(b) Determination of Amount to Be Distributed Each Year**

**(1) General Annuity Requirements** – If the participant's interest is to be paid in the form of annuity distributions under the plan, payments under the annuity shall satisfy the following requirements:

- (A) The annuity distribution must be paid in periodic payments made at intervals not longer than one year;
- (B) The distribution period must be over a life (or lives) or over a period certain not longer than the period described in Section 7.2(c) or (d);
- (C) Once payments have begun over a period certain, the period certain may only be changed as permitted under Section 7.2(e);
- (D) Payments must either be nonincreasing or increase only as follows:
  - (i) by an annual percentage increase that does not exceed the annual percentage increase in a cost-of-living index that is based on prices of all items and issued by the Bureau of Labor Statistics;
  - (ii) to the extent of the reduction to the amount of the participant's payments to provide for a survivor benefit upon death, but only if the beneficiary whose life was being used to determine the distribution period described in Section 7.2(c) dies or is no longer the participant's beneficiary pursuant to a qualified domestic relations order within the meaning of IRC section 414(p);
  - (iii) to provide cash refunds of employee contributions upon the participant's death;
  - (iv) to pay increased benefits that result from a plan amendment; or
  - (v) to the extent increases are permitted in accordance with Treasury Regulation section 1.401(a)(9)-6(o).

**(2) Amount Required to be Distributed by Required Beginning Date and Later Payment Intervals**

- (A) The amount that must be distributed on or before the participant's required beginning date (or, if the participant dies before distributions begin, the date distributions are required to begin under Section 7.2(a)(3)(A) or (B)) shall be the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually, or annually. All of the participant's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the participant's required beginning date.
- (B) In the case of a lump sum distribution of the participant's accrued benefit on or before the participant's required beginning date, the minimum required distribution shall be determined by expressing the participant's benefit as a pension payable in the normal form of payment with an annuity starting date as of the first day of the distribution calendar year and multiplying the monthly benefit by 12. If the distribution is being made before the April 1 required beginning date but in such year, both the first and second years required minimum distribution shall be determined and shall not be eligible for rollover.

## Borough of Phoenixville Firefighters Pension Plan

- (3) **Additional Accruals After First Distribution Calendar Year** – Any additional benefits accruing to the participant in a calendar year after the first distribution calendar year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.
- (c) **Requirements For Annuity Distributions That Commence During Participant's Lifetime**
- (1) **Joint Life Annuities Where the Beneficiary Is Not the Participant's Spouse** – If the participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the participant and a nonspouse beneficiary, annuity payments to be made on or after the participant's required beginning date to the designated beneficiary after the participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the participant using the table set forth in Regulation section 1.401(a)(9)-6(b)(2)(iii)(B) in the manner described in (b)(2)(iii)(A) to determine the applicable percentage. If the form of distribution combines a joint and survivor annuity for the joint lives of the participant and a nonspouse beneficiary and a period certain annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the designated beneficiary after the expiration of the period certain.
- (2) **Period Certain Annuities** – Unless the participant's spouse is the sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the participant's lifetime may not exceed the applicable distribution period for the participant under the Uniform Lifetime Table set forth in Regulation section 1.401(a)(9)-9 for the calendar year that contains the annuity starting date. If the annuity starting date precedes the year in which the participant reaches his applicable age, the applicable distribution period for the participant is the distribution period for his applicable age under the Uniform Lifetime Table set forth in Regulation section 1.401(a)(9)-9 plus the excess of his applicable age over the age of the participant as of the participant's birthday in the year that contains the annuity starting date. If the participant's spouse is the participant's sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the participant's applicable distribution period, as determined under this Section 7.2(c)(2), or the joint life and last survivor expectancy of the participant and the participant's spouse as determined under the Joint and Last Survivor Table set forth in Regulation section 1.401(a)(9)-9 using the participant's and spouse's attained ages as of the participant's and spouse's birthdays in the calendar year that contains the annuity starting date.
- (d) **Requirements For Minimum Distributions After the Participant's Death**
- (1) **Death After Distributions Begin** – If the participant dies after distribution of his interest has begun in the form of an annuity meeting the requirements of this Section 7.2, the remaining portion of such interest will continue to be distributed over the remaining period over which distributions have commenced.
- (2) **Death Before Distributions Begin**
- (A) **Participant Survived by Designated Beneficiary** – If the participant dies before the date distribution of his or her interest begins and there is a designated beneficiary, the participant's entire interest will be distributed, beginning no later than the time described in Section 7.2(a)(3)(A) or (B), over the life of the designated beneficiary or over a period certain not exceeding:
- (i) Unless the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year immediately following the calendar year of the participant's death; or
- (ii) If the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year that contains the annuity starting date.

## Borough of Phoenixville Firefighters Pension Plan

---

- (B) **No Designated Beneficiary** – If the participant dies before the date distributions begin and there is no designated beneficiary as of September 30 of the year following the year of the participant's death, distribution of the participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the participant's death.
- (C) **Death of Surviving Spouse Before Distributions to Surviving Spouse Begin** – If the participant dies before the date distribution of his interest begins, the participant's surviving spouse is the participant's sole designated beneficiary, and the surviving spouse dies before distributions to the surviving spouse begin, this Section 7.2(d) will apply as if the surviving spouse were the participant, except that the time by which distributions must begin will be determined without regard to Section 7.2(a)(3)(A).

(e) **Definitions (IRC Section 401(a)(9) Requirements)**

- (1) **Designated Beneficiary** – The individual who is designated as the beneficiary of the participant's interest under the plan and is the designated beneficiary under IRC section 401(a)(9) and Treasury Regulation section 1.401(a)(9)-4.
- (2) **Distribution Calendar Year** – A calendar year for which a minimum distribution is required. For distributions beginning before the participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year that contains the participant's required beginning date. For distributions beginning after the participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin pursuant to Section 7.2(a)(3).
- (3) **Life Expectancy** – Life expectancy as computed by use of the Single Life Table in Regulation section 1.401(a)(9)-9.
- (4) **Required Beginning Date** – The required beginning date of a participant is the later of: (i) the first day of April of the calendar year following the calendar year in which the participant attains the applicable age and (ii) the first day of April of the calendar year following the calendar year in which the participant retires.
- (5) **Applicable Age** – Applicable age means:
  - (A) Age 70½ with respect to participants born on or before June 30, 1949 or dying before January 1, 2020;
  - (B) Age 72 with respect to participants who attain age 72 after December 31, 2019 and before January 1, 2023;
  - (C) Age 73 with respect to participants who attain age 72 after December 31, 2022 and age 73 before January 1, 2033; and
  - (D) Age 75 with respect to participants who attain age 74 after December 31, 2032.

(f) **TEFRA Section 242(b)(2) Elections**

- (1) This plan was originally effective prior to January 1, 1984 and permitted participants to make elections under Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA) section 242(b)(2); therefore, notwithstanding the other requirements of this Section 7.2, distribution on behalf of any employee may be made in accordance with all of the following requirements (regardless of when such distribution commences).
  - (A) The distribution by the plan is one which would not have disqualified such trust under IRC section 401(a)(9) as in effect prior to amendment by the Deficit Reduction Act of 1984.
  - (B) The distribution is in accordance with a method of distribution designated by the employee whose interest in the plan is being distributed or, if the employee is deceased, by a beneficiary of such employee.
  - (C) Such designation was in writing, was signed by the employee or the beneficiary, and was made before January 1, 1984.
  - (D) The employee had accrued a benefit under the plan as of December 31, 1983.

## Borough of Phoenixville Firefighters Pension Plan

(E) The method of distribution designated by the employee or the beneficiary specifies the time at which distribution will commence, the period over which distributions will be made, and in the case of any distribution upon the employee's death, the beneficiaries of the employee listed in order of priority.

A distribution upon death will not be covered by this transitional rule unless the information in the designation contains the required information described above with respect to the distributions to be made upon the death of the employee.

- (2) For any distribution that commences before January 1, 1984, but continues after December 31, 1983, the employee, or the beneficiary, to whom such distribution is being made will be presumed to have designated the method of distribution under which the distribution is being made if the method of distribution was specified in writing and the distribution satisfies the requirements in Section 7.2(f)(1)(A) and (E).
- (3) If a designation is revoked any subsequent distribution must satisfy the requirements of IRC section 401(a)(9) and the regulations thereunder. If a designation is revoked subsequent to the date distributions are required to begin, the plan must distribute by the end of the calendar year following the calendar year in which the revocation occurs the total amount not yet distributed that would have been required to have been distributed to satisfy IRC section 401(a)(9) and the regulations thereunder, but for the election made under Tax Equity and Fiscal Responsibility Act of 1982 section 242(b)(2). For calendar years beginning after December 31, 1988, such distributions must meet the minimum distribution incidental benefit requirements. Any changes in the designation will be considered to be a revocation of the designation. However, the mere substitution or addition of another beneficiary (one not named in the designation) under the designation will not be considered to be a revocation of the designation, so long as such substitution or addition does not alter the period over which distributions are to be made under the designation, directly or indirectly (for example, by altering the relevant measuring life). In the case in which an amount is transferred or rolled over from one plan to another plan, the rules in Treasury Regulation section 1.401(a)(9)-8, A-14 and A-15 shall apply.

## ARTICLE VIII – ADMINISTRATION OF THE PLAN

### Section 8.1 – Fiduciary Responsibility

- (a) **Management and Control of Plan Assets** – The governing body of the employer shall designate the persons responsible for the management and control of plan assets. Such persons shall discharge their duties with respect to the plan in accordance with the documents and instruments governing the plan insofar as such documents and instruments are consistent with the applicable provisions of the Internal Revenue Code.
- (b) A fiduciary of this plan is required to exercise the judgment and care under the circumstances then prevailing that men of prudence, discretion and intelligence exercise in the management of their own affairs, not in regard to speculation but in regard to the permanent disposition of their funds, considering the probable income as well as the probable safety of their capital.
- (c) **Allocation of Responsibility**
- (1) When the plan administrator is required to follow the directions of the trustee or the trustee is required to follow the directions of the plan administrator, they shall not be deemed to share such responsibility. Instead, the responsibility of the person giving the directions shall be deemed to be his sole responsibility and the responsibility of the person receiving directions shall be to follow those directions insofar as such instructions on their face are proper under applicable law.
- (2) The plan administrator or trustee under this plan may employ one or more persons, including independent accountants, attorneys, and actuaries to render advice with regard to any responsibility such person has under the plan.

## Borough of Phoenixville Firefighters Pension Plan

---

- (d) **Liability and Indemnification** – Subject to Act 205, no past, present, or future officer of the employer nor of any participating employer shall be personally liable to any participant, beneficiary, or other person under any provision of the plan or trust or any insurance policy or contract issue pursuant thereto. No individual fiduciary shall be liable for any act or omission of any other fiduciary. Unless resulting from the gross negligence, willful misconduct or lack of good faith on the part of the fiduciary, the employer shall indemnify and save harmless such fiduciary from, against, for and in respect of any and all damages, losses, obligations, liabilities, liens, deficiencies, costs and expenses, including without limitation, reasonable attorney's fees and other costs and expenses incident to any suit, action, investigation, claim or proceedings suffered in connection with his acting as a fiduciary under the plan.

### Section 8.2 – Chief Administrative Officer

(a) **Appointment of Chief Administrative Officer**

The governing body of the employer shall be responsible for the administration of the plan. It may appoint a member of itself to be the chief administrative officer. The employer shall review at regular intervals the performance of the person appointed to be the chief administrative officer and shall re-evaluate the appointment of such chief administrative officer.

(b) **Duties and Powers of Chief Administrative Officer**

The chief administrative officer shall be the plan administrator and as such shall have the following duties and discretionary powers and such other duties and discretionary powers as relate to the administration of the plan:

- (1) To determine in a non-discriminatory manner all questions relating to the eligibility of employees to become participants.
- (2) To determine in a non-discriminatory manner eligibility for benefits and to determine and certify the amount and kind of benefits payable to participants.
- (3) To authorize all disbursements from the fund.
- (4) To appoint or employ, upon approval of the employer, any independent person to perform necessary plan functions and to assist in the fulfillment of administrative responsibilities as he deems advisable, including the retention of a third party administrator, custodian, auditor, accountant, actuary, or attorney.
- (5) When appropriate, to select an insurance company and annuity contracts that, in his opinion, will best carry out the purposes of the plan.
- (6) To construe and interpret any ambiguities in the plan and to make, publish, interpret, alter, amend or revoke rules for the regulation of the plan that are consistent with the terms of the plan and with the applicable provisions of the Internal Revenue Code.
- (7) To prepare and distribute, in such manner as determined to be appropriate, information explaining the plan.

(c) **Miscellaneous Provisions**

- (1) **Expenses** – The chief administrative officer shall serve without compensation for service as such. All reasonable expenses of the chief administrative officer shall be paid by the plan.
- (2) **Examination of Records** – The chief administrative officer shall make available to any participant for examination during business hours such of the plan records as pertain only to the participant involved.
- (3) **Information to the Chief Administrative Officer** – To enable the chief administrative officer to perform the administrative functions, the employer shall supply full and timely information to the chief administrative officer on all participants as the chief administrative officer may require.

## Borough of Phoenixville Firefighters Pension Plan

---

### Section 8.3 – Claims Procedure

- (a) **Notification of Claim Determination** – The chief administrative officer shall notify each participant in writing of his determination of benefits. If the chief administrative officer denies any benefit, such written denial shall include:
- The specific reasons for denial;
  - Reference to provisions on which the denial is based;
  - A description of and reason for any additional information needed to process the claim; and
  - An explanation of the claims procedure.

- (b) **Appeal** – The participant or his duly authorized representative may:
- Request a review of the participant's case in writing to the employer;
  - Review pertinent documents;
  - Submit issues and comments in writing.

The written request for review must be submitted no later than 60 days after receiving written notification of denial of benefits.

- (c) **Review** – The employer must render a decision no later than 60 days after receiving the written request for review, unless circumstances make it impossible to do so; but in no event shall the decision be rendered later than 120 days after the request for review is received.
- (d) **Limitation on Time Period for Litigation of a Benefit Claim** – Following receipt of the written rendering of the employer's decision under Section 8.3(c), the participant shall have 365 days in which to file suit in the appropriate court. Thereafter, the right to contest the decision shall be waived.

### Section 8.4 – Trust Fund

- (a) **Creation and Maintenance of the Fund** – The trust fund shall be created and maintained in the following manner:
- (1) All funds on deposit and held for pension or retirement benefits of the participants shall continue to be part of the trust fund created and maintained hereby subject to any liabilities that may exist against such fund.
  - (2) The employer shall allocate to the fund the payments made by the Treasurer of the Commonwealth of Pennsylvania from monies received from taxes paid upon premiums by foreign casualty insurance companies and foreign fire insurance companies pursuant to the General Municipal Pension System State Aid Program.
  - (3) The employer shall also allocate to the fund any mandatory employee contributions received in accordance with the plan.
  - (4) The fund shall accept and maintain any payments made by other gifts, grants, devises, or bequests to the fund.
  - (5) The employer shall contribute to the fund such other payments as may, from time to time, be authorized to be made from the general revenue of the employer.

All such payments received shall be part of the trust fund and shall not be applied to any other account or disbursed in any manner except as provided by this plan. Payments required under the plan shall be a charge only upon the trust fund and not upon other monies or funds of the employer.

- (b) **Appointment of Trustee**

The employer, or its delegee, shall appoint a trustee for the proper care and custody of all funds, securities and other properties in the trust, and for investment of plan assets (or for execution of such orders as it receives from an investment manager appointed for investment of plan assets). The duties and powers of the trustee shall be set forth in a trust agreement executed by the employer, that is

## Borough of Phoenixville Firefighters Pension Plan

---

incorporated herein by reference. The employer shall review at regular intervals the performance of the trustee and shall re-evaluate the appointment of such trustee. After the employer has appointed the trustee and has received a written notice of acceptance of its responsibility, the responsibility with respect to the proper care and custody of plan assets shall be considered as the responsibility of the trustee. Unless otherwise allocated to an investment manager, the responsibility with respect to investment of plan assets shall likewise be considered as the responsibility of the trustee.

(c) **Appointment of Corporate Custodian**

The employer, or its delegee, may appoint a corporate custodian to hold and invest the fund. The corporate custodian shall carry out its responsibilities in accordance with the terms of the custodial agreement and the investment policy and guidance as the employer shall, from time to time provide. The employer shall review at regular intervals no less frequently than annually, the performance of such corporate custodian and shall re-evaluate the appointment of such corporate custodian.

(d) **Appointment of Investment Manager**

The employer, or its delegee, may appoint an investment manager who is other than the trustee, which investment manager may be a bank or an investment advisor registered with the Securities and Exchange Commission under the Investment Advisors Act of 1940. Such investment manager, if appointed, shall have sole discretion in the investment of plan assets, subject to the funding policy. The employer shall review at regular intervals no less frequently than annually, the performance of such investment manager and shall re-evaluate the appointment of such investment manager. After the employer has appointed an investment manager and has received a written notice of acceptance of his responsibility, the responsibility with respect to investment of plan assets shall be considered as the responsibility of the investment manager.

(e) **Funding Policy**

The employer, or its delegee, shall determine and communicate in writing to the person responsible for investment of plan assets the funding policy for the plan. The funding policy shall set forth the plan's short-range and long-range financial needs, so that said person may coordinate the investment of plan assets with the plan's financial needs.

(f) **Valuation of the Fund**

The fund shall be valued by the trustee as of the last day of each plan year and as of any interim accounting date determined by the plan administrator. The valuation shall be made on the basis of the current fair market value of all property in the fund.

### Section 8.5 – Actuarial Valuation and Funding

- (a) **Actuarial Valuation** – In compliance with Act 205, the actuarial valuation report shall be prepared and filed under the supervision of the chief administrative officer of the municipality or of the association of municipalities cooperating pursuant to the Intergovernmental Cooperation Act and named as the sponsoring employer of this plan. The actuary shall perform an actuarial valuation at least biennially. Each biennial actuarial valuation report shall be made as of the beginning of such plan year and shall be prepared and certified by an approved actuary. An approved actuary means a person who has at least five years of actuarial experience with public pension plans and who is either enrolled as a member of the American Academy of Actuaries or enrolled as an actuary pursuant to ERISA.

If the employer is applying or has applied for Supplemental State Assistance pursuant to Section 603 of the Act, the actuarial valuation report shall be made annually.

- (b) **Allowable Administrative Expenses** – The expenses attributable to the preparation of any actuarial valuation report or investigation required by Act 205 or any other expense that is permissible under the terms of Act 205 and that are directly associated with administering the plan shall be an allowable administrative expense payable from the assets of the trust.
- (c) **Benefit Modifications** – Prior to the adoption of any benefit plan modification by the employer, the chief administrative officer of the plan shall provide to the employer a cost estimate of the proposed benefit plan modification prepared by an approved actuary. Such estimate shall disclose to the employer the

# Borough of Phoenixville Firefighters Pension Plan

impact of the proposed benefit plan modification on the future financial requirements of the plan and the future minimum obligation of the employer with respect to the plan.

## ARTICLE IX – AMENDMENT AND TERMINATION OF PLAN

### Section 9.1 – Right to Discontinue and Amend

It is the expectation of the employer that it will continue this plan indefinitely and make the payments of its contributions hereunder, but the continuance of the plan is not assumed as a contractual obligation of the employer and the right is reserved by the employer, at any time, to reduce, suspend, or discontinue its contributions hereunder.

### Section 9.2 – Amendments

Except as herein limited, the employer shall have the right to amend this plan at any time to any extent that it may deem advisable. Such amendment shall be stated in writing and shall be by ordinance or resolution of the governing body of the employer. The employer's right to amend the plan shall be limited as follows:

- (a) No amendment shall be adopted in violation of the laws of the Commonwealth of Pennsylvania.
- (b) No amendments shall have the effect of vesting in the employer any interest in or control over any contracts issued pursuant hereto or any other property in the fund.
- (c) No amendment to the vesting schedule adopted by the employer hereunder shall deprive a participant of his vested portion of his employer-derived accrued benefit to the date of such amendment.

### Section 9.3 – Protection of Benefits in Case of Plan Merger

In the event of a merger or consolidation with, or transfer of assets or liabilities to any other plan, each participant will receive a benefit immediately after such merger, consolidation or transfer (if the plan then terminated) that is at least equal to the benefit the participant was entitled to immediately before such merger, consolidation or transfer (if the plan had terminated).

### Section 9.4 – Termination of Plan

- (a) **When Plan Terminates** – This plan shall terminate upon the legal dissolution of the employer or the termination of the plan by the amendment action of the employer. Subject to the provisions of the Municipal Pension Plan Funding Standard and Recovery Act (P.L. 1005, Act 205 of 1984) governing financially distressed municipalities, the liability of the employer to make contributions to the plan shall automatically terminate upon liquidation or dissolution of the employer, upon its adjudication as bankrupt, or upon the making of a general assignment for the benefit of its creditors.
- (b) **Allocation of Assets** – Upon termination or partial termination, the accrued benefit of each affected participant who is an active participant or who is not an active participant but has not incurred a one-year break in service shall be 100% vested and nonforfeitable; however, no participant or other individual shall have recourse towards the satisfaction of any benefit accrued under the plan other than from the fund. The amount of the fund assets shall be allocated to participants and beneficiaries subject to provisions for expenses of administration of liquidation. The allocation of assets shall be in accordance with the following (to the extent assets are sufficient).
  - (1) There shall be allocated an amount equal to that portion of each individual's accrued benefit that is derived from the participant's voluntary contributions.
  - (2) There shall be allocated an amount equal to that portion of each individual's accrued benefit that is derived from the participant's mandatory contributions.
  - (3) (A) There shall be allocated amounts sufficient to provide the pension of each participant or beneficiary who was receiving such a benefit three years before the date of termination.

## Borough of Phoenixville Firefighters Pension Plan

---

- (B) There shall likewise be allocated amounts sufficient to provide the normal form of pension for each participant who was eligible to retire three years before the date of termination but had not done so.

In both cases, the benefits shall be based upon the plan provisions in effect during the five years before the date of termination under which such benefits would be the least.

- (4) There shall be allocated amounts sufficient to provide all vested benefits due participants.  
(5) There shall be allocated amounts sufficient to provide all other benefits of the plan.

If assets are insufficient to provide all benefits within any one of the above paragraphs (1) through (5), they shall be allocated pro rata among the participants or beneficiaries within that paragraph on the basis of the present value of such benefits.

The allocation of assets, when determined by the actuary, may be implemented through the continuation of the existing fund or through the purchase of insurance company annuity contracts, or by a combination of these media.

- (c) **Remaining Fund Balance** – Notwithstanding any provision in this plan to the contrary, upon the termination of the plan, but only after all liabilities to the participants and their respective beneficiaries have been satisfied, the employer shall be entitled to any balance of the net assets of the fund that shall remain by reason of erroneous actuarial computations or overpayments during the life of the plan.

However, if any assets of the plan attributable to employee contributions remain after satisfaction of all liabilities described in Section 9.4(b), such remaining assets shall be equitably distributed to the participants who made such contributions or their beneficiaries (including alternate payees). For this purpose, the portion of the remaining assets that are attributable to employee contributions shall be an amount equal to the product derived by multiplying the market value of the total remaining assets, by a fraction – (i) the numerator of which is the present value of all portions of the accrued benefits with respect to participants that are derived from participants' mandatory contributions, and (ii) the denominator of which is present value of all benefits with respect to which assets are allocated under items (2) through (7) of Section 9.4(b). A participant for this purpose shall include an individual who has received, during the 3-year period ending with the termination date, a distribution from the plan of such individual's entire nonforfeitable benefit in the form of a single sum distribution or in the form of irrevocable commitments purchased by the plan from an insurer to provide such nonforfeitable benefit, if all or part of the nonforfeitable benefit with respect to such person is or was attributable to a participant's mandatory contributions.

## ARTICLE X – MISCELLANEOUS PROVISIONS

### Section 10.1 – Exclusive Benefit – Non-Reversion

The plan is created for the exclusive benefit of the employees of the employer and shall be interpreted in a manner consistent with its being a qualified plan as defined in IRC section 401(a). The corpus or income of the trust may not be diverted to or used for other than the exclusive benefit of the participants or their beneficiaries.

Notwithstanding the above, any contribution made by the employer because of a mistake of fact must be returned to the employer within one year of the contribution. Further, a reversion to the employer is permissible upon plan termination in accordance with Section 9.4(c).

### Section 10.2 – Inalienability of Benefits

No benefit or interest available hereunder including any annuity contract distributed herefrom shall be subject to assignment or alienation, either voluntarily or involuntarily. The preceding sentence shall also apply to the creation, assignment, or recognition of a right to any benefit payable with respect to a participant pursuant to a domestic relations order, unless such order is determined to be an acceptable domestic relations order as defined in IRC section 414(p), or any domestic relations order entered before January 1, 1985.

# Borough of Phoenixville Firefighters Pension Plan

---

## **Section 10.3 – Employer-Employee Relationship**

This plan is not to be construed as creating or changing any contract of employment between the employer and its employees, and the employer retains the right to deal with its employees in the same manner as though this plan had not been created.

## **Section 10.4 – Binding Agreement**

This plan shall be binding on the heirs, executors, administrators, successors and assigns as such terms may be applicable to any or all parties hereto, and on any participants, present or future.

## **Section 10.5 – Inconsistency or Conflict of Prior Ordinances or Resolutions**

Any ordinance or resolution with an effective date prior to the adoption date of this amendment and restatement of the plan shall be of no effect.

## **Section 10.6 – Separability**

If any provision of this plan shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof and this plan shall be construed and enforced as if such provision had not been included.

## **Section 10.7 – Construction**

The plan shall be construed in accordance with the laws of the Commonwealth of Pennsylvania and with the applicable portions of the Internal Revenue Code.

## **Section 10.8 – Copies of Plan**

This plan may be executed in any number of counterparts, each of which shall be deemed as an original, and said counterparts shall constitute but one and the same instrument that may be sufficiently evidenced by any one counterpart.

## **Section 10.9 – Interpretation**

Wherever appropriate, words used in this plan in the singular may include the plural or the plural may be read as singular, and the masculine may include the feminine.



# Borough of Phoenixville Firefighters Pension Plan

---

IN WITNESS WHEREOF, the Employer has caused this Plan to be executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Borough of Phoenixville

By: \_\_\_\_\_

Title: \_\_\_\_\_



# Borough of Phoenixville Firefighters Pension Plan

---

## APPENDIX L

### ACTUARIAL EQUIVALENCE FACTORS FOR LATE RETIREMENT

---

<u>Increase From Attained Age*</u>	<u>Percentage Increase</u>
65 to 66	10.0%
66 to 67	10.0%
67 to 68	10.0%
68 to 69	10.0%
69 to 70	10.0%
70 to 71	10.5%
71 to 72	11.0%
72 to 73	11.5%
73 to 74	12.0%
74 to 75	12.5%
75 to 76	13.0%
76 to 77	13.5%
77 to 78	14.0%
78 to 79	14.5%
79 to 80	15.0%

For attained ages equal to or greater than 80, an annual increase of 15.0% shall be applied.

\*Prorate for intermediate ages



# Borough of Phoenixville Firefighters Pension Plan

---

## APPENDIX E

### ACTUARIAL EQUIVALENCE FACTORS FOR EARLY RETIREMENT

---

<u>Number of Years Before Normal Retirement Date*</u>	<u>Early Retirement Factor</u>
1	.9333
2	.8667
3	.8000
4	.7333
5	.6667
6	.6333
7	.6000
8	.5667
9	.5333
10	.5000

\*Interpolate for partial years



# Borough of Phoenixville Firefighters Pension Plan

## APPENDIX O

### ACTUARIAL EQUIVALENCE FACTORS FOR MONTHLY PENSION OPTIONS

(Normal Form – Life Only)

Participant Age Nearest Birthday	5 C&C	10 C&C	15 C&C	J&50%S	J&67%S	J&75%S	J&100%S
<b>70+</b>	.9500	.8750	.8000	.9000	.8667	.8500	.8000
<b>69</b>	.9550	.8850	.8150	.9025	.8700	.8540	.8050
<b>68</b>	.9600	.8950	.8300	.9050	.8733	.8580	.8100
<b>67</b>	.9650	.9050	.8450	.9075	.8767	.8620	.8150
<b>66</b>	.9700	.9150	.8600	.9100	.8800	.8660	.8200
<b>65</b>	.9750	.9250	.8750	.9125	.8833	.8700	.8250
<b>64</b>	.9775	.9300	.8825	.9150	.8867	.8740	.8300
<b>63</b>	.9800	.9350	.8900	.9175	.8900	.8780	.8350
<b>62</b>	.9825	.9400	.8975	.9200	.8933	.8820	.8400
<b>61</b>	.9850	.9450	.9050	.9225	.8967	.8860	.8450
<b>60</b>	.9875	.9500	.9125	.9250	.9000	.8900	.8500
<b>59</b>	.9900	.9550	.9200	.9275	.9033	.8940	.8550
<b>58</b>	.9900	.9600	.9275	.9300	.9067	.8980	.8600
<b>57</b>	.9900	.9650	.9350	.9325	.9100	.9020	.8650
<b>56</b>	.9900	.9700	.9425	.9350	.9133	.9060	.8700
<b>55 or younger</b>	.9900	.9750	.9500	.9375	.9167	.9100	.8750

Adjustment to J&S pension options for age difference between the Participant and the Survivor annuitants (based on age nearest birthday):

.0050	.0050	.0060	.0075
-------	-------	-------	-------

Add for each year by which the Survivor annuitant is older than the Participant annuitant. Subtract for each year by which the Survivor annuitant is younger—up to a maximum of 30 years. If the Survivor is more than 30 years younger, actuarial equivalence shall be determined by further adjusting the factor for a 30-year age difference using the UP-1984 Mortality Table and a 7.500% interest rate assumption.

**Maximum  
Factor**

.9750	.9667	.9625	.9500
-------	-------	-------	-------

**Borough of Phoenixville Firefighters Pension Plan Trust Agreement**

**EXHIBIT "B"**

# **Borough of Phoenixville Firefighters Pension Plan**

## **TRUST AGREEMENT**

THIS AGREEMENT, made and entered into on the date of its execution, is effective for all purposes as of August 1, 2025, by and between:

Borough of Phoenixville, Chester County ("Employer")

and

Council of the Borough of Phoenixville ("Trustee"),

and shall be construed in accordance with the laws of Pennsylvania.

**W I T N E S S E T H :**

WHEREAS, the Employer has established the Borough of Phoenixville Firefighters Pension Plan;

NOW THEREFORE, the Employer and the Trustee do hereby agree to the following provisions of this Trust Agreement established for the purpose of implementing said Plan.

# Borough of Phoenixville Firefighters Pension Plan

---

## ARTICLE I – DEFINITIONS

### Section 1.01 – General

The definitions set forth in the Plan shall govern in this Trust Agreement.

### Section 1.02 – Trustee

The Trustee may be one or more individuals or an institution; the pronoun "it" when referring to the Trustee shall mean he, she, they, or it as necessary.

Where the Trustee is more than one individual, the individuals shall determine, subject to the approval of the Employer, how responsibilities shall be allocated. The actions of the Trustee shall be determined by the vote or other affirmative expression of a majority of the appointed individuals.

Any one of the individuals appointed as Trustee hereunder shall have the authority to execute contracts, deeds, or other instruments and to exercise the powers and duties set forth in Articles III and IV hereof, subject to the limitations provided therein.

With regard to matters requiring a joint decision (e.g., determining a general investment strategy), the actions of the Trustee shall be determined by the vote or other affirmative expression of a majority of the appointed individuals.

## ARTICLE II – ESTABLISHMENT OF THE TRUST

### Section 2.01 – Establishment of the Trust

The Employer hereby establishes with the Trustee a trust fund consisting of such sums of money or other property, real or personal, as shall from time to time be transferred to the Trustee. All such money and property, all investments and reinvestments made therewith and proceeds thereof and all earnings and profits thereon, less any losses thereon and less the payments which at the time of reference shall have been made by the Trustee, as authorized herein, are referred to herein as the "fund" or "trust fund." The fund shall be held by the Trustee in trust and dealt with in accordance with the provisions of this Trust Agreement.

The Trustee hereby accepts this trust and agrees to hold all property constituting the trust fund subject to the terms and conditions of this Trust Agreement and the Plan.

The trust is intended to be a qualified trust under section 401(a) of the Internal Revenue Code of 1986, as amended, ("Code") and exempt from taxation pursuant to Code section 501(a).

## ARTICLE III – PROVISIONS RELATING TO THE TRUSTEE

### Section 3.01 – General Responsibilities

The Trustee accepts the trust hereby created in accordance with the documents and instruments governing the Plan, insofar as they are consistent with law and upon the express terms and conditions of the Plan, including the following:

- (a) The Trustee shall have exclusive authority and discretion to manage, invest and control the trust fund, as provided in this Trust Agreement, and shall have no other responsibilities other than those provided in this Trust Agreement.
- (b) The Trustee shall exercise its powers and shall discharge its duties with respect to the Plan and this Trust Agreement solely in the interests of the participants and beneficiaries and for the exclusive purpose of providing benefits to participants and their beneficiaries and for defraying reasonable expenses of administering the Plan. The said powers and duties shall be discharged with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims. The duty to invest shall be discharged by diversifying the investments of the fund so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so.

# Borough of Phoenixville Firefighters Pension Plan

---

- (c) The Trustee shall maintain proper care and custody of all funds, securities and other properties in the fund. The Trustee shall receive all payments or other transfer of assets of the fund as shall be made from time to time. However, the Trustee shall not be under any duty to determine the amount of contributions to be paid by the Employer or to take any steps to collect such amounts as may be due to it under the Plan. The Named Fiduciary shall have exclusive authority to monitor and enforce contributions to the Trust.
- (d) Whenever in the administration of the Plan a certification is required to be given to the Trustee or the Trustee shall deem it necessary that a matter be proved prior to taking, permitting, or omitting any action hereunder, such certification shall be duly made and said matter may be determined to be conclusively proved by an instrument delivered to the Trustee signed by the Employer, or, if the matter shall concern the authority of the Plan Administrator, signed as provided in Section 5.01; but in its discretion, the Trustee may in lieu thereof accept other evidence of the matter or may acquire such further evidence as is reasonable. The Trustee shall be protected in acting in good faith upon any written document reasonably believed by the Trustee to be genuine and to have been signed by the proper party or parties.
- (e) All moneys deposited with the Trustee under any provisions hereof may be deposited by the Trustee in a trust account. The Trustee shall be under no duty to invest or disburse such moneys except as provided in the Plan and this Trust Agreement.
- (f) The Trustee may consult with legal counsel (who may be counsel for the Employer) with respect to the interpretation of the Trust Agreement or its duties hereunder or with respect to any legal proceeding or any question of law and shall be fully protected with respect to any act taken or omitted by it in good faith pursuant to the advice of such counsel. Expenses or fees incurred by the Trustee in its consultation shall be paid or reimbursed from the fund.
- (g) The Trustee may make any payment required to be made hereunder either through direct deposit to the person's bank account or by mailing its check in the amount thereof by first class mail in a sealed envelope addressed to the person to whom such payment is to be made, in either case according to the certification of the Plan Administrator. The Trustee shall not be required to make any investigation to determine the identity, routing number, or mailing address of any person entitled to benefits under the Plan and shall be entitled to withhold making payments or giving instructions to issuing companies pertaining to the payment of benefits until the identity, routing number, and/or mailing address of the person entitled to benefits are certified to it by the Plan Administrator. The Trustee shall not be responsible in any way respecting the purpose or propriety of such payments except for the provisions of Section 3.03. In the event that any dispute shall arise as to the identity or rights of persons entitled to benefits hereunder, the Trustee may withhold payment of benefits until such dispute shall have been determined by arbitration or by a court of competent jurisdiction or shall have been settled by written stipulation by the parties concerned.
- (h) The Trustee shall receive reasonable compensation for its services from the Employer or the trust fund on a basis as shall be mutually agreed upon by the Employer and the Trustee. All reasonable unreimbursed expenses of the fund, taxes and other items not payable out of the Trustee's compensation shall be paid from the fund. However, if the Trustee is an individual who is compensated as a full-time employee of the Employer, he shall receive no compensation for serving as a Trustee and all reasonable expenses incurred as Trustee shall be paid from the fund.
- (i) The Trustee shall pay from the fund all taxes of any kind or nature which are imposed either as a result of the creation or operation of the fund or because of any payment made under this Trust Agreement.
- (j) The Trustee shall keep full records of the administration of the trust which the Plan Administrator shall have the right to examine at any time.

Within sixty (60) days following the close of each plan year and within sixty (60) days after its resignation or removal, the Trustee shall furnish the Plan Administrator with a statement of its account. This account shall contain such information as is required to comply with the requirements of Act 205. The report shall show all purchases, sales, receipts, disbursements and other transactions effected by the Trustee during the year or period for which the report is filed, and shall contain an exact description, the cost as shown on the Trustee's books, and where readily ascertainable, the market value as of the end of such period of every item held in the trust and the amount and nature of every obligation owed by the trust. For purposes of determining the market value of securities held by the Trustee, such securities shall be valued as of the close of business on the last day of the reporting period.

# Borough of Phoenixville Firefighters Pension Plan

---

The account may be approved by the Plan Administrator by written notice of approval delivered to the Trustee or by failure to object in writing to the Trustee within ninety (90) days from the date on which the statement of account was delivered to the Plan Administrator.

The approval by the Plan Administrator of the final statement of account upon the Trustee's resignation or removal or the Plan's termination shall be binding as to all matters embodied in the statement, on all parties to the trust and on all participants to the same extent as if the account of the Trustee had been settled by a judgment or decree in an action for judicial settlement of its account in a court of competent jurisdiction in which the Trustee, the Employer, the Plan Administrator and all persons having or claiming any interest in the trust fund were parties. If the Plan Administrator disapproves the Trustee's statement and the matter cannot be satisfactorily adjusted by the parties, the Trustee shall have the right to apply to a court of competent jurisdiction for judicial settlement of its account.

- (k) The Trustee is authorized to sue upon, defend, compromise or otherwise settle any obligation or liability due to or from it as Trustee hereunder, including any claim that may be asserted for taxes under present or future laws or to contest the same by appropriate legal proceedings; but it shall not be required to institute or continue litigation unless it is in possession of money sufficient for that purpose or unless it has been indemnified by the Employer against counsel fees and all other expenses and liabilities to which it may, in its judgment, be subject by such action, provided further that the Trustee shall be entitled out of recoveries of any litigation to reimbursement for its expenses in connection therewith. Further, the Trustee is authorized with regard to an obligation due the fund to reduce the rate of interest thereon, extend or otherwise modify it, or to foreclose upon default or otherwise enforce any such obligation; to bid in property on foreclosure or to take a deed in lieu of foreclosure with or without paying consideration therefor and in connection therewith to release the obligation on the bond secured by the mortgage.
- (l) A third party dealing with the Trustee shall not be required to make any inquiry whether the Plan Administrator has instructed the Trustee or the Trustee is otherwise authorized to take or omit any action.
- (m) A Plan Fiduciary shall be liable for a breach of fiduciary responsibility of another fiduciary of the Plan or this trust, as provided by law, under the following circumstances:
  - (1) If it participates knowingly in, or knowingly undertakes to conceal an act or omission of such other fiduciary, knowing such act or omission is a breach;
  - (2) If, by its failure to comply with the prudent man standard (established in Section 3.01(b) of this Trust Agreement or the administrative provisions of the Plan) in the administration of its specific responsibilities which give rise to its status as a fiduciary, it has enabled such other fiduciary to commit a breach; or
  - (3) If it has knowledge of a breach by some other fiduciary, unless it makes reasonable efforts under the circumstances to remedy the breach.
- (n) Any liabilities under the Plan shall be satisfied only out of the fund unless the liability is due to or arising from fraud, dishonesty, misconduct of the Trustee or arising from acts which are in violation of the Trustee's duties as set forth in Section 3.01(b) and Section 3.03 or which are described in Section 3.01(m).
- (o) The Trustee is hereby authorized to execute all necessary receipts and releases to any insurance companies concerned, and it shall be under the duty, upon being advised by the Plan Administrator that the proceeds of any life insurance, retirement income, endowment, or annuity contract have become payable, to take whatever steps may be indicated, with reasonable diligence, in collecting such sums as may appear to be due.

The Trustee shall have no responsibility for the form, genuineness, validity, sufficiency, or effect of any life insurance, retirement income, endowment, or annuity contract at any time included in the trust or for any act of the Employer, the Plan Administrator, a participant, or any other person which may render any such contract void, or for the failure of any insurer to pay the proceeds of any such contract as and when the same shall become payable or for any delay occasioned by reason of any provision contained in any such contract, or for the refusal of any insurer to take any action requested by the Trustee, or for any reason whatsoever (except for the Trustee's own violation of the prudent man rule in Section 3.01(b)) any contract shall lapse or otherwise become uncollectable.
- (p) The Trustee may enter into any transaction authorized by this Trust Agreement with trustees or legal representatives of any other trust or estate, even though any such trustee or legal representative is also Trustee hereunder.

# Borough of Phoenixville Firefighters Pension Plan

---

- (q) If the Trustee shall determine that the trust assets consist in whole or in part of property not traded freely on a recognized market, or that information necessary to ascertain the fair market value thereof is not readily available to the Trustee, the Trustee shall request the Plan Administrator to instruct the Trustee as to the value of such property, for all purposes under the Plan and this Trust Agreement; and the Plan Administrator shall comply with such request. The value placed upon such property by the Plan Administrator's instructions to the Trustee shall be conclusive and binding upon the Trustee subject to the Trustee's responsibility not to commit a prohibited transaction. If the Plan Administrator shall fail or refuse to instruct the Trustee as to the value of such property within a reasonable time after receipt of the Trustee's request to do so, the Trustee may engage a competent appraiser to fix the fair market value of such property for all purposes hereunder. The determination of any such appraiser as to the fair market value of such property shall be the value reported hereunder. The reasonable fees and expenses incurred for any such appraisal shall be deemed an expense of the Trustee and paid as provided herein.

## Section 3.02 – Resignation or Removal of Trustee

- (a) The Trustee may resign at any time upon delivering to the Employer a written notice of its resignation to take effect not less than thirty (30) days after the delivery thereof, unless such notice shall be waived.
- (b) Any Trustee appointed hereunder may be removed by delivering to the Trustee a written notice from the Employer removing the Trustee, to take effect at a date specified therein, which shall not be less than thirty (30) days after delivery of such notice to such Trustee, unless such notice shall be waived.
- (c) In case of resignation or removal of the Trustee, the Trustee shall have the right to a settlement of its accounts as described in Section 3.01(j). Upon such settlement, the Trustee shall transfer to the successor Trustee the trust fund as it may then be constituted and copies of such of its records as relate to the trust and shall execute upon request all documents necessary for transferring the assets of the trust and thereupon the Trustee shall be discharged from further accountability for all matters embodied in such settlement.
- (d) The Employer shall appoint forthwith a successor Trustee. A successor Trustee so appointed may qualify as such by executing, acknowledging and delivering to the Employer and to the resigned or removed Trustee an instrument accepting such appointment; and upon delivery of the fund, such successor Trustee without further act shall be vested with all of the duties, rights, and powers of its predecessor Trustee with the same effect as if it had been originally named as Trustee herein.

## Section 3.03 – Prohibited Transactions

Notwithstanding any other provision of this Trust Agreement, the Trustee is expressly prohibited from engaging in the following actions:

- (a) diversion of any part of the fund to any purpose other than the exclusive benefit of participants and beneficiaries under the Plan.
- (b) engaging in any transaction which results in a diversion of any part of the fund to the Employer or to any other person or entity with whom or which such a transaction is prohibited by the Code (unless there is an applicable statutory or administrative exemption), including with regard to such persons or entities: lending any part of the fund without adequate security and a reasonable rate of interest; paying any compensation in excess of a reasonable allowance for services actually rendered; making any purchase of securities or other property at more than fair market value; selling any securities or other property for less than fair market value; or making any part of the fund available on preferential basis.

# ARTICLE IV – INVESTMENT OF PLAN ASSETS

## Section 4.01 – Investment of Plan Assets

The Trustee shall manage the fund in the manner and for the uses and purposes herein provided. The Trustee is authorized to manage the fund in accordance with the funding policy; provided, however, that if an investment manager has been appointed or if the Employer provides specific investment directions, the Trustee shall be subject to the directions of said investment manager or the Employer. In addition to the powers given by law, the Trustee is authorized, within its discretion and subject to the above conditions:

# Borough of Phoenixville Firefighters Pension Plan

---

- (a) To invest and reinvest the fund or any part thereof without distinction between principal and income in any common or preferred stocks, bonds, mortgage notes, put and call options (including the granting of options to purchase and sell securities) or other securities, or any other form of property, real or personal on margin or otherwise (including short sales), as authorized by law for the investment of trust funds, including common or pooled investment funds established and maintained by the Trustee or an affiliate of the Trustee and interests in any registered investment company which may be advised by the Trustee or any affiliate or from which the Trustee may receive compensation as advisor or provider of other services. Whenever the fund acquires units in a common/collective trust available only to trust funds qualified under Code section 401(a), the provisions of the particular common/collective trust indenture, as amended from time to time, with respect to investment duties, responsibilities and powers of its trustee shall be deemed to be incorporated herein and be a part hereof to the extent required by law. The trustee of the common/collective trust shall be governed solely by such trust indenture. For purposes of valuation, the value of the interest maintained by the fund in such common/collective trust shall be the fair market value of the units held, determined in accordance with generally recognized valuation procedures and any applicable regulations. The Employer expressly understands and agrees that any such common/collective trust may provide for the lending of its securities by its trustee and that the common/collective trust's trustee will receive compensation from such trust for the lending thereof which is separate from any compensation of the Trustee hereunder or any compensation of the common/collective trust's trustee for the management of such trust. Further, the Trustee shall diversify the investments of the fund so that the risk of loss will be minimized unless under the circumstances it is clearly prudent not to do so.
- (b) To retain in cash or other property unproductive of income so much of the fund as may be deemed advisable, or to invest in the savings department of a banking institution, including a bank acting as Trustee, or a bank affiliated with the Trustee, or in a loan association or building and loan association. Such investments may include savings accounts, time deposits or certificates of deposit with maturities of less or more than one year; however, such investments shall be federally insured and shall bear a prevailing rate of interest.
- (c) To sell property held in the fund at either public or private sale for cash or on credit at such times as it may deem appropriate; to exchange such property; to grant options for the purchase or exchange thereof without need for the purchasers to see to the application of the purchase money.
- (d) To oppose or consent to and participate in any plan of reorganization, recapitalization, consolidation, sale, merger, extension, or other similar plan affecting property held in the fund; to consent to any contract, lease, mortgage, purchase, sale, or other action by any corporation pursuant to any such plan; to accept and retain property issued under such plan.
- (e) To deposit property in the fund with any protective, reorganization, or similar committee; to delegate discretionary power thereto and to pay the reasonable share in such committee's expenses and compensation and any assessments levied with respect to any property so deposited.
- (f) To exercise all conversion and subscription rights pertaining to property held in the fund.
- (g) To vote in person or by proxy the stocks, securities, or other investments which it holds as Trustee; and to execute and deliver proxies, powers of attorney, and other agreements which it deems advisable; to exchange the securities of any corporation or issuing authority for other securities upon such terms and conditions as it deems advisable; to consent to or oppose any corporate action; to pay all assessments and subscriptions as it deems advisable; to exercise options and, in general, to exercise in respect of all stocks, securities, or other investments which it holds as Trustee all rights, powers, and privileges as might be exercised by an individual in his own right.
- (h) To cause securities and other properties to be registered and held in its name as Trustee, provided that the records of the Trustee show that all such investments are part of the fund; or in the name of a nominee or in street name, provided the investments are held on behalf of the plan by:
  - (1) A bank or trust company that is subject to supervision by the United States or a State, or a nominee of such bank or trust company;
  - (2) A broker or dealer registered under the Securities Exchange Act of 1934, or a nominee of such broker or dealer; or
  - (3) A "clearing agency," as defined in section 3(a)(23) of the Securities Exchange Act of 1934, or its nominee.

# Borough of Phoenixville Firefighters Pension Plan

---

Where properties are held by a 502(c) corporation, the stock of such corporation shall be held in trust on behalf of the plan by the Trustee. If the assets of an entity in which the plan invests include plan assets by reason of the plan's investment in the entity, the indicia of ownership of the plan's interest in the entity shall be held in trust on behalf of the plan by the Trustee.

- (i) To borrow money (subject to the prohibitions of Section 3.03) for the purposes of the Plan and, for sums so borrowed, to issue a promissory note or bond and mortgage and to secure payment thereof by the pledging of securities held in the fund or mortgaging real property contained therein, and to pay interest at a reasonable rate upon sums so borrowed; however, no insurance contract shall be pledged except to secure a loan to pay premiums thereon. Borrowing on insurance contracts to pay premiums shall be on a pro rata basis.
- (j) To invest the fund or any part thereof with an insurance company under a deposit administration contract, an investment-only contract, or contracts of like character offered by such insurance company; to apply for, purchase, hold, or transfer, pursuant to the Plan, and in accordance with written instructions from the Plan Administrator, any life insurance, retirement income, endowment, or annuity contract; to exercise any of the rights under any such contract, in any manner for the purpose of benefiting the Plan.
- (k) To invest in life insurance contracts on the lives of key employees of the Employer; such contracts shall be owned by and shall name the Trustee as beneficiary for the benefit of the trust fund as a whole and shall not be allocated to the account of any particular participant.
- (l) To make participant loans, if permitted, in accordance with Plan provisions.
- (m) To receive, hold, manage, improve, repair, lease, pledge, mortgage, or otherwise dispose of all or any part of the fund upon such terms, prices, and conditions as it deems advisable; to execute such instruments, deeds, leases, mortgages, contracts, agreements, assignments, transfers, bills of sale, and other documents of any kind, as it deems advisable; to pay out of trust assets normal brokerage charges, commissions, taxes, and other costs incident to the purchase and sale of securities which are included in the cost of securities purchased, or charges against the proceeds in the case of sales.
- (n) To employ agents with or without discretionary powers (including investment counsel, attorneys, auditors, depositories, and proxies) for advice and to manage the investment of the trust property. All such parties shall have the right to rely upon and execute the written instructions of the Trustee and shall not be obliged to inquire into the propriety of the acts or directions of the Trustee.
- (o) Generally, to do such acts, execute all such instruments, act on such proceedings, and exercise all rights and privileges with relation to property constituting the fund as if it were the absolute owner thereof.

## **Section 4.02 – Reserved**

## **Section 4.03 – Title of Contracts**

All title in every contract purchased and held hereunder shall be vested in the Trustee.

## **Section 4.04 – Appointment of Investment Manager**

The Employer may at any time and from time to time appoint, and revoke the appointment of, an investment manager ("Investment Manager"), who shall be registered as an investment advisor under the Investment Advisers Act of 1940, shall be exempt from such registration as a trust company or as a commercial bank authorized to conduct trust business, or shall be an insurance company qualified to perform investment services under the laws of more than one state of the United States who acknowledges in writing to the Employer and the Trustee that he is a fiduciary with respect to the Plan. The Investment Manager shall not be the agent of the Trustee. The Employer shall notify the Trustee in writing of any such appointment (or revocation thereof), and the Trustee shall be protected in relying upon such appointment continuing in effect until it receives written notice from the Employer of its revocation. So long as, and to the extent that, any such Investment Manager is appointed, the following provisions shall apply:

- (a) The Trustee shall invest, reinvest, and retain the trust fund in accordance with the instructions received from such Investment Manager;
- (b) With respect to assets in the trust fund, the Trustee shall follow any instructions received by it from such Investment Manager as to the exercise by the Trustee of the powers conferred upon it under Section 4.01 (a), (c), (d), (f), (g), (j), and (m) hereof; and

# Borough of Phoenixville Firefighters Pension Plan

---

- (c) That part of the trust fund not assigned to an Investment Manager shall be invested, reinvested, and retained by the Trustee in accordance with Section 4.01.
- (d) All instructions from the Investment Manager to the Trustee shall be in writing (or by telephone confirmed in writing) and shall be complete in all reasonable and necessary details. In writing for this purpose shall include communication by facsimile or electronic delivery (e.g., e-mail). The Trustee shall have no duty to question such instructions nor shall the Trustee incur any liability for its actions in following such instructions or for its omissions when no instructions are received by it.
- (e) The Employer shall indemnify and hold the Trustee or its nominee harmless against any and all claims, actions, demands, liabilities, losses, damages, or expenses of whatsoever kind and nature, which either arise from the failure of the Trustee to pay for property purchased by the Investment Manager for the trust fund by reason of the insufficiency of funds in the trust fund, or from any actions taken by the Trustee in following investment direction of the Investment Manager or inaction by the Trustee in the absence of investment direction by an Investment Manager, or from the trading activities conducted by the Investment Manager on behalf of the trust fund.
- (f) The Trustee shall be the custodian of the assets that are under the direction of the Investment Manager, unless the Employer so directs the Investment Manager to take and keep custody and possession of all or part of the assets of the fund and to perform the functions of the Trustee as set forth in this Trust Agreement. The accounts, books, and records of the Trustee shall reflect the segregation of said portions of the fund in separate investment management accounts. The Investment Manager's records shall at all times reflect fund assets in its custody as assets of the trust. The Trustee shall have no further responsibility for either the safekeeping or management of such assets. The Trustee shall continue to perform its recordkeeping function under Section 3.01(j) as to such assets, but in doing so may rely on information furnished by the Investment Manager. Upon notification by the Employer and the receipt of physical custody of assets held by the Investment Manager, the Trustee shall assume management responsibility for such assets in accordance with Articles III and IV.
- (g) If an investment advisor is granted the limited authority to rebalance investments, such investment manager authority shall not cause such investment advisor to be an Investment Manager for the purposes of this Trust Agreement.

## **Section 4.05 – Appointment of Custodian**

In the event that a custodian is appointed by the Name Fiduciary to maintain proper care and custody of all or a part of the assets of the trust fund, then the Trustee shall not have responsibility for the proper care and custody of such assets as are held by the custodian, nor shall it have responsibility to keep full records with respect to those assets, which shall become the responsibility of the custodian.

## **ARTICLE V – PROVISIONS RELATING TO THE PLAN ADMINISTRATOR AND EMPLOYER**

### **Section 5.01 – Plan Administrator**

Whenever a new Plan Administrator or a new member of an administrative committee is appointed, the Employer shall certify to the Trustee in writing the name or names of the person or persons so appointed, and the Trustee shall be fully warranted in assuming that such person or persons shall continue in office until advised differently in the same manner. Whenever the Trustee must or may act upon the direction or approval of an administrative committee, the Trustee may act upon written communication signed by its Chairman or Secretary or any agent appointed in writing by all members of the committee to act on their behalf, and the authority of any such agent shall be deemed to continue until revoked in writing.

### **Section 5.02 – Duties of Employer**

It shall be the duty of the Employer, subject to the provisions of the Plan, to pay over to the Trustee from time to time its contributions to the trust fund as provided in the Plan and to keep accurate books and records with respect to the employees and their compensation.

The Employer shall deliver to the Trustee a copy of the Plan and any amendments thereto as soon as administratively feasible.

# **Borough of Phoenixville Firefighters Pension Plan**

---

The Employer shall indemnify the Trustee by paying the costs of defending a suit, including any settlement or judgment connected therewith, for any act or omission in accordance with instructions received from the Employer or Plan Administrator and in connection with which no gross negligence or lack of good faith can be shown. The Employer may agree to further indemnify the Trustee as to certain or all additional liability in connection with its duties as set forth herein, instead of permitting the trust fund to satisfy the liability as provided in Section 3.01(n).

## **ARTICLE VI – AMENDMENT OR TERMINATION OF TRUST**

### **Section 6.01 – Right to Discontinue and Amend**

The Employer may amend or terminate this Trust Agreement at any time; provided that no amendment affecting the Trustee may be made without its consent, nor shall any amendment divest any benefit then vested in a participant or his beneficiary under the Plan. The Employer shall deliver to the Trustee notice of any amendment or termination of the Plan or Trust Agreement.

### **Section 6.02 – Termination of Plan**

If the Plan is terminated (including a partial termination), if there is a complete discontinuance of contributions to the Plan, or if this Trust Agreement is revoked or terminated; the Trustee shall reserve such sums as the Trustee shall deem necessary to settle its accounts and to discharge any obligation of the trust fund for which the Trustee may be liable. Thereafter, the Trustee shall apply and distribute the trust fund in accordance with the provisions of the Plan and any written instructions of the Plan Administrator pursuant thereto.

### **Section 6.03 – Account Settlement**

The Trustee shall have a right to have its accounts settled as provided in Section 3.01(j) of this Trust Agreement. When the trust fund shall have been so applied or distributed and the accounts of the Trustee shall have been so settled, the Trustee shall be released and discharged from all further accountability or liability respecting the trust fund, or any part thereof so applied or distributed.

### **Section 6.04 – Continuation of the Trust**

The trust shall continue until it has been entirely transferred, paid over, or distributed pursuant to the directions of the Plan Administrator. If, pursuant to the provisions of the Plan, the Employer's liability is assumed by any other business organization; then, such other business organization shall be deemed to succeed to the position of Employer under this Trust Agreement.

## **ARTICLE VII – MISCELLANEOUS PROVISIONS**

### **Section 7.01 – No Reversion to Employer**

The Plan and this Trust Agreement are created for the exclusive benefit of the employees of the Employer and shall be interpreted in a manner consistent with being a qualified plan as defined in Code section 401(a). Subject to Article VI and this Section 7.01, the trust is irrevocable. The corpus and income of the trust may not be diverted to or used for other than the exclusive benefit of the participants or their beneficiaries (except for defraying reasonable expenses of administering the Plan).

Notwithstanding the above, a contribution paid by the Employer to the trust may be repaid to the Employer because of a mistake of fact. The Trustee shall not return any portion of the Employer's contribution under the provisions of this paragraph more than one year after the date on which the Employer made the contribution by mistake of fact. The Trustee will not increase the amount of the Employer contribution returnable under this paragraph for any earnings attributable to the contribution, but the Trustee will decrease the Employer contribution returnable for any losses attributable to it. The Trustee may require the Employer to furnish whatever evidence it deems necessary to confirm that the amount the Employer has requested be returned is properly returnable.

Notwithstanding any provision in this Trust Agreement to the contrary, upon the termination of the Plan, but only after all liabilities to the participants and their respective beneficiaries have been satisfied, the Employer

# Borough of Phoenixville Firefighters Pension Plan

---

shall be entitled to any balance of the net assets of the trust that shall remain by reason of erroneous actuarial computations or overpayments during the life of the Plan as described in Section 9.4(c) of the Plan.

## **Section 7.02 – Binding Agreement**

This Trust Agreement shall be binding on the heirs, executors, administrators, successors, and assigns as such terms may be applicable to any or all parties hereto, and on any participants, present or future.

## **Section 7.03 – Trust Fund Exclusive Source**

All payments of benefits under the Plan shall be made exclusively from the assets of the trust fund as they may be constituted at the time or times of payment; and no persons shall be entitled to look to any other source for such payments.

## **Section 7.04 – Separability Provision**

If any provision of this Trust Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof; and this Trust Agreement shall be construed and enforced as if such provision had not been included.

## **Section 7.05 – Construction**

This Trust Agreement shall be construed in accordance with the laws of the state named in the preamble, except to the extent preempted by Federal law.

## **Section 7.06 – Copies of Agreement**

This Trust Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and said counterparts shall constitute but one and the same instrument which may be sufficiently evidenced by any one counterpart.

## **Section 7.07 – Other Employer**

If any other employer adopts the Plan, it shall be deemed thereby to have assented to the provisions of this Trust Agreement and to have become a party hereto as fully and completely as if it had been named herein as an Employer and had executed same.

## **Section 7.08 – Successor Employer**

If a corporation with which the Employer is merged or consolidated, or a corporation which acquires substantially all of the assets of the Employer, elects to continue the Plan, such surviving or acquiring corporation may notify the Trustee, in writing; and thereafter every reference to Employer herein shall be treated as a reference to such surviving or acquiring corporation. If the Employer is liquidated or merged or consolidated with another company and the Plan is not continued, then the Plan Administrator shall succeed to the functions of Employer under the Plan and this Trust Agreement.

## **Section 7.09 – Enforcement**

The Employer or Plan Administrator shall have authority to enforce this Trust Agreement on behalf of any person claiming any interest in the fund or under the Plan. To protect the fund from expenses which might otherwise be incurred, it is agreed and imposed as a condition for securing any interest in the fund that no other person may institute or maintain any action or proceeding against Trustee or the fund in the absence of written authority from the Employer or Plan Administrator or the judgment of a court of competent jurisdiction.

## **Section 7.10 – Alienation**

No distribution or payment under this Trust Agreement to any participant or his beneficiary under the Plan shall be subject in any manner to anticipation, sale, transfer, assignment, or encumbrance, whether voluntary or involuntary; and no attempt to so anticipate, sell, transfer, assign, or encumber the same shall be valid or recognized by the Trustee, nor shall any such distribution or payment be in any way liable for or subject to the debts, contracts, liabilities, or torts of any person entitled to such distribution or payment, except to such extent as may be required by law or expressly provided in the Plan.

# Borough of Phoenixville Firefighters Pension Plan

---

## **Section 7.11 – Counterparts**

This Trust Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

# Borough of Phoenixville Firefighters Pension Plan

---

IN WITNESS WHEREOF, the Employer and the Trustee have caused this Trust Agreement to be executed by their duly authorized representatives on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

Employer:

**Borough of Phoenixville, Chester County**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Trustee:

**Council of Borough of Phoenixville**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ORDINANCE NO. 2025 -**

**BOROUGH OF PHOENIXVILLE  
CHESTER COUNTY, PENNSYLVANIA**

**“Pensions, Retirement and Social Security”**

**AN ORDINANCE OF THE BOROUGH OF PHOENIXVILLE, CHESTER COUNTY,  
PENNSYLVANIA, REPEALING AND REPLACING CHAPTER 1, “ADMINISTRATION  
AND GOVERNMENT,” PART 7 “PENSIONS, RETIREMENT AND SOCIAL  
SECURITY” OF THE CODE OF ORDINANCES OF THE BOROUGH OF  
PHOENIXVILLE.**

The Council of the Borough of Phoenixville, Chester County, Pennsylvania, hereby ORDAINS that:

**Section 1. Amendment to Code.**

The Code of Ordinances of the Borough of Phoenixville, as amended, Chapter 1, “Administration and Government,” Part 7 “Pensions, Retirement and Social Security” is hereby repealed by deleting it in its entirety and replaced with the following:

**Part 7  
PENSIONS, RETIREMENT AND SOCIAL SECURITY**

**A.  
Municipal Employees' Pension Plan**

**§ 1-701. Municipal Employees' Pension Plan Established.**

Effective December 15, 1964 the Borough of Phoenixville established "Borough of Phoenixville Municipal Employees' Pension Plan," hereinafter referred to as "the Employees' Plan."

**§ 1-702. Purpose.**

Effective January 1, 1965, the Borough of Phoenixville (Borough) established the Plan for its employees and desires to continue to maintain a permanent qualified plan in order to provide its employees and their beneficiaries with financial security in the event of retirement. In order for the Borough to continue its compliance with the tax-exempt retirement plan requirements of the Internal Revenue Code and remain in compliance with federal and state laws and regulations, it is necessary for the Borough, from time to time, to amend and/or reinstate the Plan.

### **§ 1-703. Amendment and/or Restatement.**

The current Plan is hereby amended and restated effective July 1, 2012, as set forth in Exhibit A and is incorporated herein and made a part hereof as if fully set forth. A copy of the amended and restated Plan shall be kept on file at the Borough's office and be made available upon request.

### **§ 1-704. Amendments.**

The Borough has the right to amend the Plan at any time to any extent that it may deem advisable. Such amendment shall be approved by resolution and in conformance with other applicable law or regulation. A copy of any amendment shall be kept on file at the Borough's office and be made available upon request.

### **§ 1-705. Trustee; Trust Agreement.**

The Borough Council shall appoint a Plan Trustee, from time to time, by motion or resolution and in conformance with applicable law or regulation. The duties and powers of the Trustee shall be set forth in a trust agreement executed by the Borough. The trust agreement shall be incorporated into the Plan by reference.

### **§ 1-706. Employees Pension Plan for Those Hired After Age 50.**

Effective in 1976, the Borough created a Defined Contribution Retirement Plan ("Over 50 Plan") for employees over the age of 50 at the time they were hired. Effective January 1, 1992, the Over 50 Plan was merged into the Plan. The account balances in the Over 50 Plan, as of December 31, 1991, became liabilities of the plan as of January 1, 1992, and all Over 50 Plan assets were transferred into the plan on January 1, 1992.

1. All benefit rights of participants in the Over 50 Plan, as of December 31, 1991, will be preserved in the Plan.
2. As of December 31 of each year, starting with 1992, the actuary shall credit interest to each participant's account balance, as originally transferred from the Over 50 Plan, at the average investment rate earned by the plan during the year. The account balance shall increase with such investment earnings, but shall otherwise have no transactions until the participant's retirement or other termination of employment.
3. At retirement or termination of employment, any participant with such an account balance shall be entitled to a lump sum payout of the account balance or to equal monthly payments, over a period not to exceed five years, with continued investment earnings on the unpaid balance. The actuary shall determine the monthly payment amounts, with the final payment variable to adjust for actual investment earnings.

### **§ 1-707 through § 1-710. (Reserved)**

**B.**  
**Police Pension Plan**

**§ 1-711. Police Pension Plan Established.**

Effective December 15, 1964 the Borough of Phoenixville established "Borough of Phoenixville Police Pension Plan," hereinafter referred to as "the Police Plan."

**§ 1-712. Purpose.**

Effective January 1, 1965, the Borough of Phoenixville ("Borough") established the Police Plan for members of its police force and desires to continue to maintain a permanent qualified plan pursuant to Act 600, as amended, in order to provide these employees and their beneficiaries with financial security in the event of retirement. In order for the Borough to continue its compliance with the tax-exempt retirement plan requirements of the Internal Revenue Code and remain in compliance with federal and state laws and regulations, it is necessary for the Borough, from time to time, to amend and/or reinstate the Police Plan.

**§ 1-713. Police Plan Amendment and/or Restatement.**

1. The current Police Plan was amended and restated effective July 1, 2012, as set forth in Exhibit B and is incorporated herein and made a part hereof as if fully set forth. A copy of the amended and restated Police Plan shall be kept on file at the Borough's office and be made available upon request.
2. The Borough has the right to amend the Police Plan at any time to any extent that it may deem advisable. Such amendment shall be by resolution and in conformance with other applicable law or regulation. A copy of any amendment shall be kept on file at the Borough's office and be made available upon request.

**§ 1-714. Trustee; Trust Agreement.**

The Borough Council shall appoint a Police Plan Trustee, from time to time, by motion or resolution and in conformance with applicable law or regulation. The duties and powers of the Trustee shall be set forth in a trust agreement executed by the Borough. The trust agreement shall be incorporated into the Police Plan by reference.

**§ 1-715. Cessation of Additional Participation in Deferred Retirement Option Plan.**

1. Effective January 1, 2022, the "Borough of Phoenixville Deferred Retirement Option Plan" was established pursuant to Act 446 and thereafter referred to as "the DROP Plan."
2. Pursuant to the Collective Bargaining Agreement between the Borough of Phoenixville and the Phoenixville Police Association effective January 1, 2024, the DROP Plan was removed from the Agreement.

3. Effective January 1, 2024, the DROP Plan is hereby terminated and no additional employees shall commence participation in the plan on or after this date. This shall not prevent the payment of benefits to an alternate payee under the terms of a qualified domestic relations order.

**§ 1-716. through § 1-720. (Reserved)**

**C.  
Firefighters Pension Plan**

**§ 1-721. Firefighters Pension Plan Established.**

There is hereby established the "Borough of Phoenixville Firefighters Pension Plan," hereinafter referred to as "the Firefighters Plan."

**§ 1-722. Purpose.**

Effective January 1, 2025, the Borough of Phoenixville ("Borough") established the Firefighters Plan for members of its Fire Department and desires to continue to maintain a permanent qualified plan in order to provide these employees and their beneficiaries with financial security in the event of retirement. In order for the Borough to continue its compliance with the tax-exempt retirement plan requirements of the Internal Revenue Code and remain in compliance with federal and state laws and regulations, it is necessary for the Borough, from time to time, to amend and/or reinstate the Firefighters Plan.

**§ 1-723. Firefighters Plan Amendment and/or Restatement.**

1. The current Firefighters Plan is effective January 1, 2025, as set forth in Exhibit C and is incorporated herein and made a part hereof as if fully set forth. A copy of the Firefighters Plan shall be kept on file at the Borough's office and be made available upon request.
2. The Borough has the right to amend the Firefighters Plan at any time to any extent that it may deem advisable. Such amendment shall be by resolution and in conformance with other applicable law or regulation. A copy of any amendment shall be kept on file at the Borough's office and be made available upon request.

**§ 1-724. Trustee; Trust Agreement.**

The Borough Council shall appoint a Firefighters Plan Trustee, from time to time, by motion or resolution and in conformance with applicable law or regulation. The duties and powers of the Trustee shall be set forth in a trust agreement executed by the Borough. The trust agreement shall be incorporated into the Firefighters Plan by reference.

**§ 1-725. through § 1-730. (Reserved)**

**D.**  
**Social Security.**

**§ 1-731. Social Security Coverage for Borough Employees.**

It being the considered opinion of the Mayor and Council of the Borough of Phoenixville that it is advisable and to the best interest of the Borough and its employees to enter into a new agreement to extend to its employees the basic protection accorded by the Federal Social Security Act, the Mayor and Council hereby authorize and empower the Mayor and Secretary to enter into an agreement extending such coverage.

**Section 2.** Officer Authorization. The appropriate officers of the Borough are authorized to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Ordinance.

**Section 3.** Severability. If any sentence, clause, section, or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, parts, or sections hereof. It is hereby declared as the intent of the Borough Council that this Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, part or section thereof not been included herein.

**Section 4.** Repealer. All ordinances or parts of ordinances conflicting or inconsistent herewith are hereby repealed.

**Section 5** Effective Date. This Ordinance shall become effective upon enactment as provided by law.

**PASSED** by Borough Council this 9th day of September, 2025.

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

Jonathan M. Ewald  
President, Borough Council

**APPROVED** by the Mayor, this 9th day of September, 2025.

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

Peter J. Urscheler, Mayor

**ENACTED** this 9th day of September, 2025.

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

E. Jean Krack, Borough Manager/Secretary

**I HEREBY CERTIFY** that the foregoing is a true and correct copy of the said Ordinance duly adopted at a regular meeting of Borough Council held on 9th day of September, 2025.

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

E. Jean Krack, Borough Manager/Secretary

**Borough of Phoenixville Municipal Employees Pension Plan**

**EXHIBIT "A"**

**Borough of Phoenixville Police Pension Plan**

**EXHIBIT "B"**

**Borough of Phoenixville Firefighters Pension Plan**

**EXHIBIT "C"**

**Personnel and Public Safety Committee Meeting**  
**Tuesday, September 2, 2025**  
**6:00 pm**

**MINUTES**

Committee: Chairperson, Ms. Burckley, Mr. Strenfel, and Mr. Weiss  
Mayor Urscheler

Staff: Mr. Krack, Ms. Getzfread, Chief Marshall, Chief Brazunas, and Ms. Donato (as needed). Chief  
Cosgrove – TowerDIRECT

I. Call to Order at 6:00 pm

II. Public Comment on Non-Agenda Items.

No Public Comment.

III. Committee Member Updates/Discussions.

No member updates.

IV. New Business

A. Review of monthly Police, Fire and Ambulance Reports.

Ms. Burckley acknowledged receipt of the reports and asked whether there was any additional information from the Chiefs. There were none.

B. Call for Residents interested in being appointed to various Boards and Commissions.

Ms. Burckley reminded everyone that there are various opportunities coming up in 2026 for those who may be interested in serving.

V. Old Business

A. PXV Inside Out.

General discussion regarding the barricades and which ones to use for next year.

B. Emergency Management.

Mr. Krack reminded everyone of the upcoming Limerick Drill in November.

C. Community Policing.

Nothing new to report.

D. Retention/Recruitment Update

Nothing new to report.

VI. Public Comment

No public comment.

VII. Adjournment at 6:32 pm by Mr. Weiss.

Next Meeting Date: Tuesday, October 7, 2025, at 6:00 pm

**Parks and Recreation Committee Meeting**  
**Tuesday, August 19, 2025**  
**6:00 pm**

**MINUTES**

Committee: Chairperson, Mr. Moore, Ms. Burckley, Ms. Dugan, and Mr. Weiss

Public Members: Janet Hunter

Staff: Mr. Krack, Ms. Gibbons, Ms. Getzfread, Ms. Strunk, and Mr. Watson

I. Call to Order at 6:00 pm

II. Public Comment on Non-Agenda Items

Ashley Hans provided information regarding the Flocktoberfest event on October 11, 2025 at St. Peter's Episcopal Church. She asked the Borough to promote the event on its website and social media.

III. Presentations

None.

IV. Committee Member Updates/Discussions

None.

V. New Business

A. Review of Quarterly Recreation Board reports (Jan, Apr, Jul, & Oct only).

Ms. Hunter provided an update from the July 21 Recreation Board meeting. The Board requested consideration of the installation of a Panic Button at the front desk. The Board also requested consideration for the repair or replacement of the playground equipment at Morris Street Park.

Ms. Dugan made a Motion to recommend Staff prepare a Budget Increase for the replacement of the playground equipment. Second by Ms. Burckley. Motion passed 4-0.

B. Motion to recommend Borough Council approve a Temporary Community Event Application for Movie in the Park at Pat Nattle Field on Saturday, September 27, 2025 from 6:00 pm to 9:00 pm.

Ms. Dugan made a Motion to recommend Borough Council approve the event as presented. Second by Ms. Burckley. Motion passes 4-0.

- C. Motion to recommend Borough Council approve a Temporary Community Event Application for the Shoes 'N Brews 26.2 Mile Running Event using the Schuylkill River Trail under the Veteran's Memorial Gay Street Bridge on Sunday, October 5, 2025 from 9:30 am to 12:00 noon. Conditioned upon receipt of valid Certificate of Insurance naming Borough as Additional Insured.

Mr. Weiss made a Motion to recommend Borough Council approve the event as presented. Second by Ms. Burckley. Motion passes 4-0.

- D. Motion to recommend Borough Council approve the change of location for the Firebird Festival from Veterans Park to Reservoir Park on Saturday, December 13, 2025 from 5:00 pm to 10:30 pm. Parts of Dayton Street and Franklin Avenue based on Police and staff review and the Bridge & Main Parking Lot to have screen with live stream from 4:00 pm to 11:00 pm. Conditioned upon receipt of all fees and valid Certificate of Insurance naming Borough as Additional Insured.

Ms. Dugan made a Motion to recommend Borough Council approve the event as presented. Second by Mr. Weiss. Motion passes 3-0-1. Ms. Burckley abstained due to conflict.

- E. Motion to recommend Borough Council approve a Temporary Community Event Application for the SRHC – Phoenix Wheel Heritage Award Celebration at the Borough Hall Parking Lot on Friday, October 17, 2025 from 5:30 pm to 8:30 pm. Borough Hall Parking Lot to be closed for the event. Conditioned upon receipt of valid Certificate of Insurance naming Borough as Additional Insured.

Ms. Dugan made a Motion to recommend Borough Council approve the event as presented. Second by Mr. Weiss. Motion passes 4-0.

VI. Public Comment

No public comment.

VII. Adjournment at 6:53 pm by Ms. Burckley.

Next Meeting Date: Tuesday, September 16, 2025, at 6:00 pm.

**Policy Committee Meeting  
Tuesday, August 26, 2025  
Immediately following Finance Committee  
Meeting which starts at 5:30 pm**

**MINUTES**

Committee: Chairperson, Mr. Carminito, Mr. Ewald, Mr. Kirkner, and Mr. Strenfel  
Staff: Mr. Krack and Mr. Boelker

I. Call to Order at 6:50 pm

II. Public Comment on Non-Agenda Items

There were no public comments.

III. Committee Member Updates/Discussions

There were no member updates.

IV. New Business

A. Motion to recommend Borough Council schedule and advertise an Ordinance amendment to Chapter 21 “Streets and Sidewalks”.

Mr. Strenfel made a Motion to recommend Borough Council schedule and advertise the ordinance amendment. Second by Mr. Ewald. Motion passed 4-0.

B. Motion to recommend Borough Council schedule and advertise an Ordinance amendment to Chapter 22 “SALDO”.

Mr. Carminito made a Motion to recommend Borough Council schedule and advertise the ordinance amendment. Second by Mr. Strenfel. Motion passed 4-0.

C. Motion to recommend Borough Council schedule and advertise an Ordinance amendment to Chapter 27 “Zoning”.

Mr. Carminito made a Motion to recommend Borough Council schedule and advertise the ordinance amendment. Second by Mr. Strenfel.

On the Question: Mr. Kirkner expressed concern that the amendment as presented does not address the inconsistency identified by the PRPC in their review. Mr. Krack stated he would review with the Solicitor and make any necessary changes prior to the September Borough Council Meeting. Motion passed 4-0.

V. Old Business

A. Enforcement of bans on reproductive health services.

VI. Public Comment

Mr. Saneck asked about the definition of driveways in the Chapter 21 ordinance amendment.

VII Adjournment at 7:01 pm by Mr. Kirkner.

Next Meeting Date: Tuesday, September 23, 2025, immediately following the Finance Committee which starts **at 5:30 pm.**

**INFRASTRUCTURE, TECHNOLOGY, TRANSPORTATION,  
AND SUSTAINABILITY (ITTS)  
COMMITTEE MEETING  
Tuesday, August 19, 2025  
immediately following the Parks and  
Recreation Committee which starts at 6:00 pm.**

**MINUTES**

Committee: Chairperson, Mr. Weiss, Ms. Burckley, Mr. Moore, and Mr. Strenfel  
Staff: Mr. Krack, Mr. Watson, and Ms. Getzfread

I. Call to Order at 7:00 pm

II. Public Comment on Non-Agenda Items

David Lutzker asked the Committee to consider requesting the Planning Commission utilize a check-list for sustainability as they review projects.

Sally Doyle provided information on the Flocktoberfest event and the impact plastics have on bird migration.

III. Committee Member Updates/Discussions

There were no updates.

IV. New Business

A. SRT lighting from Walking Bridge to Mowere Road

Mr. Krack provided background on previous efforts to install lighting along the Schuylkill River Trail and indicated this would become a new project and added to the agenda for future meetings.

V. Infrastructure

A. Engineering Reports (Jan, Apr, Jul, Oct only)

No report for this month.

B. Stormwater Management

Nothing new to report for this month.

C. Phoenix Wheel

Mr. Krack provided an update on the project and stated Staff expects the initial phase of the project to start within the next week or so.

D. Borough Properties and Habitat for Humanity

Nothing new to report.

F. Borough Parking Lots

Nothing new to report.

VI. Transportation

A. Bridge and Starr Street

Mr. Krack reported the project was given HOP approval from PennDOT and that he expects the project bid documents will be prepared and the project to go to bid over the winter with an expected construction to start in early Spring.

B. Paradise Street – Phase 2

Mr. Krack reported the project was given HOP approval from PennDOT and that he expects the project bid documents will be prepared and the project to go to bid over the winter with an expected construction to start in early Spring.

C. Paradise Street Emergency Access

Mr. Watson reported the tree trimming work is nearing completion and that the road should be paved within the next several weeks.

D. Bridge and Nutt – 23 Corridor Improvements

Mr. Watson reported the pre-construction meeting was held with H&K which is the firm that was awarded the project. He expects construction to commence in September. He will work with the contractor to identify issues related to the signalization at Route 29/23.

E. Trails

Mr. Krack reported on improvements being made on various trail segments. He will get an update on the streambank repairs needed for the French Creek project.

F. Walkability

Mr. Krack provided information from Bowman regarding a possible design for the intersection of Starr and Second Avenue. He will ask the committee to consider recommending approval of the design proposal at the next meeting in September.

G. Bump outs/Rain gardens

Same information related to the Walkability item above.

VII. Sustainability

A. PXVNEO

Mr. Watson reported the design proposal for the HTC odor issue is nearing completion and will result in a final plan which will be constructed.

B. Solar Installation - Rec Center

Mr. Krack reported that a kick-off meeting with the engineer will be held tomorrow and that design would commence thereafter.

VIII. Technology Updates

A. Monthly Reports

Mr. Weiss noted receipt of the reports and asked whether there were any further questions. There were none.

IX. Public Comment

Mr. Saneck asked questions about the Right of Way on Fillmore and Cromby. Mr. Krack stated that information was available in the eCode. As that was not satisfactory to Mr. Saneck, Mr. Krack suggested he might want to pursue his own survey regarding his property.

X. Adjournment at 7:53 pm by Ms. Burckley.

Next Meeting Date: Tuesday, September 16, 2025, immediately following the Parks and Recreation Committee which starts at 6:00 pm.

**FINANCE COMMITTEE MEETING**

**Tuesday, August 26, 2025**

**5:30 pm**

**MINUTES**

Committee: Chairperson Ms. Dugan, Mr. Carminito, Mr. Ewald, and Mr. Kirkner  
Staff: Mr. Krack, Ms. Getzfread, Ms. Koza-Lubinsky, Ms. Donato, and Ms. Niemczuk

I. Call to Order. 5:30 pm

II. Public Comment on Non-Agenda Items

There was no public comment.

III. Committee Member Updates/Discussions

There were no member updates.

IV. New Business

A. Motion to recommend Borough Council approve the 2025 pre-paid dated 7/1/2025 - 7/31/2025 in the amount of \$1,114,965.63.

Mr. Carminito made a motion to recommend Borough Council approve as presented. Second by Mr. Kirkner. Motion passed 4-0.

B. Motion to recommend Borough Council approve the 2025 pre-paid Credit Card Statement dated 7/1/2025 - 7/31/2025 in the amount of \$46,782.89.

Mr. Kirkner made a motion to recommend Borough Council approve as presented. Second by Mr. Carminito. Motion passed 4-0.

C. Motion to recommend Borough Council approve the 2025 pre-paid ACH dated 7/31/2025 in the amount of \$60,867.83.

Mr. Kirkner made a motion to recommend Borough Council approve as presented. Second by Mr. Carminito. Motion passed 4-0.

D. Motion to recommend Borough Council approve Budget Increase 2025-19 from Sanitation Fund Balance in the amount of \$8,000.00 to Solid Waste (32 Yd Trash Truck Capital Item) due to truck price increase from tariffs increasing the cost of production.

Mr. Kirkner made a motion to recommend Borough Council approve as presented. Second by Mr. Carminito. Motion passed 4-0.

E. Motion to recommend Borough Council approve Budget Increase 2025-20 from Parks Capital Improvement Fund in the amount of \$30,000.00 to Morris Street Park to replace the Tot Lot playground units due to safety concerns.

Mr. Ewald made a motion to recommend Borough Council approve as presented. Second by Mr. Kirkner. Motion passed 4-0.

- F. Motion to recommend Borough Council approve Budget Increase 2025-21 from General Fund Balance in the amount of \$74,089.00 to Boro Share – Fire Pension to create Pension fund for Phoenixville Fire Department.

Mr. Kirkner made a motion to recommend Borough Council approve as presented. Second by Mr. Ewald. Motion passed 4-0.

- G. Motion to recommend Borough Council approve Budget Transfer 2025-14 from Downtown 175<sup>th</sup> Projects in the amount of \$7,000.00 to Community Events for additional funds for Community Events.

Mr. Kirkner made a motion to recommend Borough Council approve as presented. Second by Mr. Ewald. Motion passed 4-0.

- H. Review and discussion regarding 2026 Enterprise Funds.

Ms. Koza-Lubinsky and Staff provided background and basis for the proposed draft budgets including capital and personnel requests for the 2026 Enterprise Funds of Water, Sewer, Sanitation, and Parking.

- I. Motion to recommend Borough Council award the design and engineering of the Square at Bridge and Main to Ground Reconsidered.

Mr. Krack provided background and basis for the proposal of design and engineering of the Square at Bridge and Main from Ground Reconsidered.

Mr. Ewald made a Motion to recommend Borough Council award the design and engineering of the Square at Bridge and Main to Ground Reconsidered. Second by Mr. Carminito. Motion tied at 2-2 with Ms. Dugan and Mr. Kirkner voting No. Mr. Ewald will add this to the regular agenda of the September Borough Council meeting.

- V. Public Comment

There was no public comment

- VI. Adjournment at 6:45 pm by Mr. Kirkner.

Next Meeting Date: Tuesday, September 23, 2025, **at 5:30 pm**