

**SUMMARY DESCRIPTION  
OF  
THE NEW YORK STATE TROOPERS  
PBA SUPPLEMENTAL FUND**

**Introduction**

The Police Benevolent Association of the New York State Troopers, Inc. (the “PBA”) has established and maintains The New York State Troopers PBA Supplemental Fund (the “Plan”). This document provides only a summary of the key benefits, rights and features of the Plan as well as a brief description of your rights as a Participant - it is not the official Plan document. Only the terms of the official Plan document govern the Plan’s operations.

This Summary Description is dated October 10, 2024, and supersedes any prior written or oral description of the Plan.

**General Information**

***What is the purpose of the Plan?***

The purpose of the Plan is to provide Qualified Members (as defined below) with an annual grant of benefits after the member has a qualifying separation from service from the Division of State Police, according to a uniform points system based on the member’s years of service.

**Eligibility/Participation**

***Who can receive benefits under the Plan?***

A Qualified Member is eligible to become a Participant in the Plan after 12 months have elapsed since the Qualified Member’s date of separation from service from the Division of State Police. In order to participate in the Plan, a Qualified Member must timely apply in writing for participation in the Plan using forms supplied by the PBA. A written application is timely if it is made in good order by the December 31 of the calendar year in which the Qualified Member becomes eligible for the Plan. A late written application will be processed in the Plan Year in which it is received by the PBA in good order.

***Who is a Qualified Member?***

A “Qualified Member” is a full-time member (excluding any associate member) of a bargaining unit within the PBA who is certified by the PBA to be in good standing as defined in the PBA Constitution, and who has a date of separation from service on or after April 1, 2007, but has not yet entered the Plan as a Participant. For Plan purposes, the phrase “associate member” means any member of another bargaining unit or retiree who is paying associate membership dues to the PBA.

A separation from service generally occurs when a member leaves employment with the Division of State Police by means of ordinary retirement under the rules, laws and procedures as defined in

the New York State Police and Fire Retirement System and the New York State Retirement and Social Security Law. For Plan purposes, an ordinary retirement as used in the preceding sentence *does not* include a disciplinary termination or medical termination prior to reaching retirement, resignation prior to reaching retirement, or death, all as determined under such rules, laws and procedures, but *does* include separation from service due to disability retirement (i.e., a Disability Retirement or Accidental Disability Retirement as defined in the New York State Retirement and Social Security Law).

***When does my participation begin?***

A Qualified Member becomes a Participant in the Plan as of the first day of the Plan Year in which the Qualified Member satisfies the eligibility and participation requirements described above. A “Participant” means an individual described in the preceding sentence who is eligible to receive benefits under the Plan.

If the PBA or the Board of Trustees of Plan and Trust described below (the “Board”) determines that a Participant no longer satisfies the requirements for participation, the individual will cease participation in, and no longer be entitled to receive benefits under, the Plan until such time, if ever, as the PBA or the Board determines that such individual again satisfies the requirements for participation, at which time the individual shall then reenter the Plan as a Participant without any liability of the Plan to the Participant for benefits paid during the period the individual was ineligible for participation.

**Contributions**

***How is the Plan funded?***

The Plan is funded solely by contributions made by the State of New York. Such contributions are held in a trust established by the PBA which is named the New York State Troopers PBA Supplemental Benefit Fund Trust (“Trust”) and is used by the PBA as a source to provide benefits under the Plan.

The net investment earnings on the contributions and other assets held in the Trust generally determine the annual amount available to be distributed to Participants as the Plan benefit for the following Plan Year. The annual distribution amount may also be funded by the Plan’s reserve account and/or the principal of the Trust, subject to certain limits, in each case as determined by the Board. The Board may also use such investment earnings and/or principal of the Trust to pay for Plan and Trust administrative expenses.

**Plan Benefits**

***What is the annual benefit available under the Plan?***

The Board determines the annual amount available for distribution to Participants as the benefit under the Plan, based on the available annual distributable amount as described above and the benefit formula described below.

***How is each Participant's benefit amount determined?***

The annual amount available to be distributed to Participants for a Plan Year is allocated to the Plan accounts of eligible Participants based on a uniform points formula. The formula is as follows:

- (a) each Participant is awarded one point for each year of service up to a maximum of 20 points, and
- (b) the annual amount available to be allocated to a Participant's Plan account is determined by multiplying the annual amount available for distribution to Participants by a fraction, (i) the numerator of which is the number of points awarded to the Participant for the Plan Year and (ii) the denominator of which is the sum of the numerator plus all points awarded to other Participants for the Plan Year.

For purposes of this determination, a Participant's year of service means a consecutive 12-month period of employment by the Division of State Police while also being a full-time (and not an associate) member of the PBA, measured from such Participant's date of hire by the Division of State Police or, if later, the date when the Participant became a full-time member of the PBA. For the avoidance of doubt, no credit is given for any period of service less than 12 months. Further, multiple periods of service of less than 12 months are not tacked (i.e., added together) in determining years of service. However, full years of service before and after any break in service are tacked (i.e., added together). A year of service does not include service with any employer other than the Division of State Police or with any union other than the PBA. Additionally, years of service prior to April 1, 2007, are not recognized for purposes of this determination.

***How and when are Plan benefits determined and paid to Participants?***

The annual determination of available Plan benefits and the allocation of the annual amount available for distribution to Participants is necessarily made in the immediately following Plan Year (the "Determination Year").

Any benefits allocated to a Participant's Plan account in a Determination Year will be paid to the Participant in a single lump sum before the end of that Determination Year.

There are no assurances that Participants will receive a benefit payment under the Plan in or for any Plan Year or for any period of Plan Years, given benefits under the Plan are largely determined based on the market performance of assets held in the Trust.

***Does the Plan provide a spousal, death, or survivor benefit?***

No, the Plan does not provide any spousal, death, or survivor benefits of any sort.

***When are Plan benefits taxed?***

Any payment of Plan benefits to a Participant is taxable to the Participant in the Determination Year in which the payment is made. The Board is authorized to withhold from any payment of Plan benefits to a Participant any federal, state or local income or payroll taxes required by law.

***Are Plan benefits subject to claw-back?***

If a Plan benefit payment is made to or on behalf of any individual which is later determined to be ineligible for participation in the Plan or made following a Participant's death, the Board is entitled to "claw-back" such payment, and the Participant's estate or person who received the payment will owe and promptly make such payment back to the Board or Trust. Under the Plan's claw-back policy, any such amount must be paid within 45 days after the date the Board notifies the person that a claw-back is required. Amounts paid back after the 45-day period will bear interest at the rate of 8.0% per annum, commencing the day after the 45-day period expires. The person responsible for repaying the claw-back amount is responsible for the Board's costs of collecting any amount due under the Plan's claw-back policy, including, but not limited to, the Board's reasonable attorney's fees and court costs. In accepting any payment of benefits under the Plan, the payment recipient is deemed to expressly agree to the provisions of the Plan's claw-back policy.

**Plan Administration**

***Who is the Board?***

The Board serves as the Administrator of the Plan and also as the investment fiduciary that invests the assets of the Trust.

The Board is currently comprised of the following individuals:

- Charles W. Murphy, President, NYSTPBA
- Andrew C. Davis, First Vice President, NYSTPBA
- Jason F. Sheridan, Second Vice President, NYSTPBA
- Jonathan P. Brody, Secretary, NYSTPBA
- Martin T. McClellan, Treasurer, NYSTPBA
- David A. Carlo, Past Delegate and NYSP retiree, NYSTPBA
- Deborah O'Connor, Vice President, Treasury Management at Bank of Greene County

The Board is located at:

The Police Benevolent Association  
of the New York State Troopers, Inc  
120 State Street  
Albany, New York 12207  
Attention: PBA Supplemental Fund Trustees

Please send any communications to the Board at the address provided immediately above.

***Who is the Plan Sponsor?***

The Police Benevolent Association of the New York State Troopers, Inc. is the Plan Sponsor. The PBA is a tax-exempt organization under Section 501(c)(5) of the Internal Revenue Code of 1986, as amended (the “Code”). The PBA’s federal taxpayer identification number is 13-6115884.

***What is the Plan Year?***

The Plan Year is a 12-month period that commences on January 1st and ends on December 31st of each year. The Plan is effective as of January 1, 2024. The first Determination Year under the Plan shall be the 2024 Plan Year based on Years of Service, and the net investment earnings and other determinations described above, as of the end of the 2023 calendar year.

***Who is the agent designated for service of process?***

Service of process may be made on the Board as the Plan Administrator.

**Plan Administration**

***What is the role of the Plan Administrator?***

The Board as the Plan Administrator is responsible for the day-to-day administration and operation of the Plan. The Plan Administrator will allow Participants to review the official Plan document and certain other materials related to the Plan. Participants should contact the PBA or the Board as the Plan Administrator with any questions about the Plan. The Board may designate other parties to perform some duties on behalf of the Administrator.

The Plan Administrator has the complete power, in its sole discretion, to determine all questions arising in connection with the administration, interpretation, and application of the Plan (and any related documents). Any such determination by the Plan Administrator is conclusive and binding upon all persons.

**Type of Plan**

The Plan and Trust together form a single “governmental plan” within the meaning of Section 3(32) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), and are exempt from coverage under Titles I and IV of ERISA. Further, the Plan and Trust are not subject to the prohibitions of Section 302 of the Labor Management Relations Act, including the joint board of trustee requirements.

**Benefit Claims and Review**

***General Procedures***

A Participant may file a claim for benefits under the Plan by submitting a written request for benefits to the Board as the Plan Administrator. The Plan Administrator has the full discretion to render a decision with respect to any claim. If a claim for Plan benefits is wholly or partially denied by the Plan Administrator, then the Plan Administrator will provide notice of its denial to the claimant (a “Notice of Denial”), which will be written in a manner calculated to be understood

by the claimant and which will set forth: (A) the specific reason or reasons for denial of the claim; (B) a specific reference to the pertinent Plan provisions upon which the denial is based; (C) a description of any additional material or information necessary for the claimant to perfect the claim, together with an explanation of why the material or information is necessary; (D) a description of the right to bring a cause of action under applicable law upon an adverse Plan benefit determination on appeal; and (E) appropriate information regarding the steps to be taken if the claimant wishes to submit the claimant's claim for review.

### ***Decision on Claims***

The Plan Administrator will notify a claimant in writing of the denial of any claim within a reasonable period of time, not to exceed 90 days after receipt of the claim. If the Plan Administrator fails to notify the claimant either that his or her claim has been granted or that it has been denied within 90 days after the claim is received by the Plan Administrator, then the claim will be deemed to have been denied. If special circumstances require an extension of time for processing the claim, the Plan Administrator will notify the claimant of the extension prior to the termination of the initial 90-day period described above. The notice will indicate the special circumstances requiring the extension of time and the date by which the Plan expects to make the benefit determination. In no event will the extension exceed a period of 90 days from the end of the initial period.

### ***Procedure for Review of a Denied Claim***

A claimant must file a written request for a review of any claim with the Plan Administrator within 60 days after the receipt by the claimant of a Notice of Denial of his or her claim or within 60 days after the claim is deemed to have been denied. The Plan Administrator's decision with respect to its review of the denied claim will be rendered not later than 60 days after the receipt of the claimant's request for a review, unless special circumstances require an extension of time for processing, in which case the 60-day period may be extended to 120 days if the Plan Administrator notifies the claimant in writing within the initial 60-day period and states the reason for the extension.

### ***Review of Documents***

In connection with a claimant's appeal of a denial of his or her benefits, the claimant may review pertinent documents and may submit issues and comments in writing.

### ***Decision***

The Plan Administrator has the full and absolute discretion to fully and fairly review the claim, and the Plan Administrator's decision upon review will (i) include specific reasons for the decision, (ii) be written in a manner calculated to be understood by the claimant, (iii) contain a description of the right to bring a cause of action under applicable law, and (iv) contain specific references to the pertinent Plan provisions upon which the decision is based.

***Limitations Period***

If the Plan Administrator, pursuant to the claims review procedure, makes a final written determination denying a Participant's benefit claim, then in order to preserve the claim, the Participant must file an action with respect to the denied claim not later than one hundred eighty (180) days following the date of the Plan Administrator's final determination; otherwise, the claim will be deemed time-barred. By becoming a Participant, an individual is deemed to agree with the Plan-level statute of limitations described in the preceding sentence. A Participant must exhaust the claims review procedures set forth above before commencing any legal action as described in this paragraph.

**Amendment or Termination of the Plan**

***Can the Plan be amended or terminated?***

Yes, the PBA reserves the right to amend the Plan at any time or from time to time or terminate the Plan at any time, subject to the consent of the Board under certain circumstances.

[END OF SUMMARY]