ADOPTING RESOLUTION No. 187-26

The undersigned authorized representative of the West Mifflin Sanitary Sewer Municipal Authority (the Employer) hereby certifies that the following resolution was duly adopted by the Employer on the date specified below, and that such resolution has not been modified or rescinded as of the signature date below:

RESOLVED, that Amendment Number 2, presented to this meeting is hereby approved and adopted and that an authorized representativeof the Employer is hereby authorized and directed to execute and deliver to the Administrator the amendment.

The undersigned further certifies that attached hereto is a true copy of Amendment Number 2 to the West Mifflin Sanitary Sewer Municipal Authority 457 Plan approved and adopted in the foregoing resolution.

Date: February 5th, 2026

By: ______________________

Robert Kostelnik, Chairman

[print name/title]

AMENDMENT NUMBER 2
WEST MIFFLIN SANITARY SEWER MUNICIPAL AUTHORITY 457 PLAN

BY THIS AGREEMENT, the West Mifflin Sanitary Sewer Municipal Authority 457 Plan (herein referred to as the "Plan") is hereby amended as follows, effective as of January 1, 2026, except as otherwise provided herein:

1. Section 5 of the Adoption Agreement is amended as follows:

5. CONTRIBUTION TYPES. *(If this is a frozen Plan (i.e., all contributions have ceased), choose a. only)*:

Frozen Plan

a. [ ] **Contributions cease.** All Contributions have ceased or will cease (Plan is frozen).

   1. **Effective date of freeze:** ____________________ [*Note: Effective date is optional unless this is the amendment or restatement to freeze the Plan.*]

Contributions. The Employer and/or Participants, in accordance with the Plan terms, make the following Contribution Types to the Plan *(Choose one or more of b. through d. if applicable)*:

b. [X] **Pre-Tax Elective Deferrals.** The dollar or percentage amount by which each Participant has elected to reduce his/her Compensation, as provided in the Participant's Salary Reduction Agreement *(Choose one or more as applicable.)*:

   And will Matching Contributions be made with respect to Elective Deferrals?

   1. [X] **Yes.** See Question 16.
   2. [ ] **No.**

   And will **Roth Elective Deferrals** be made?

   3. [X] **Yes.** [*Note: The Employer may not limit Deferrals to Roth Deferrals only.*]
   4. [ ] **No.**

c. [ ] **Nonelective Contributions.** See Question 17.

d. [ ] **Rollover Contributions.** See Question 30.

The Employer executes this Amendment on the date specified below.

West Mifflin Sanitary Sewer Municipal Authority

Date: February 5th, 2026

By: ______________________
EMPLOYER

Haley Tartler

From:	Brian Kamauf <bkamauf@westmifflin.gov>
Sent:	Friday, January 9, 2026 3:34 PM
To:	Jessica Emerick; Haley Tartler
Subject:	457 update summary
Follow Up Flag:	Follow up
Flag Status:	Completed

Here is a quick summary of the 457 update, if you could please forward to the Board and Solicitor.

The amendment to the 457 Plan adds a Roth contribution feature to ensure the Authority's compliance with the SECURE 2.0 Act. Under SECURE 2.0, for plan years beginning on or after January 1, 2026, participants who earned more than $150,000 in 2025 (as indexed for inflation in future years) are required to make all catch-up contributions on a Roth basis. Currently, the Plan does not permit Roth deferrals. This amendment will allow all participants to make Roth deferrals, thereby enabling eligible high-earning participants to continue making catch-up contributions in compliance with the Act.

If you have any questions please let me know.

thanks

--

Brian M Kamauf

Borough Manager

Borough of West Mifflin

1020 Lebanon Road

West Mifflin, PA 15122

412-466-8170

412-466-8173 Fax

*Please note the updated email address:

WEST MIFFLIN SANITARY SEWER MUNICIPAL AUTHORITY
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SUMMARY OF 457 PLAN PROVISIONS

INTRODUCTION TO YOUR PLAN

West Mifflin Sanitary Sewer Municipal Authority 457 Plan ("Plan") has been adopted to provide you with the opportunity to save for retirement on a tax-advantaged basis. This Plan is a type of retirement plan commonly referred to as a Governmental Eligible 457 Plan. This summary of 457 Plan Provisions contains valuable information regarding when you may become eligible to participate in the Plan, your Plan benefits, your distribution options, and many other features of the Plan. You should take the time to read this Summary to get a better understanding of your rights and obligations under the Plan.

We have attempted to answer most of the questions you may have regarding your benefits in the Plan. If this summary does not answer all of your questions, please contact the Administrator. The name and address of the Administrator can be found in the Article of this summary entitled "General Information About The Plan."

This summary describes the Plan's benefits and obligations as contained in the legal Plan document, which governs the operation of the Plan. The Plan document is written in much more technical and precise language. If the non-technical language under this summary and the technical, legal language of the Plan document conflict, the Plan document always governs. If you wish to receive a copy of the legal Plan document, please contact the Administrator.

This summary describes the current provisions of the Plan. The Plan is subject to federal laws, such as the Internal Revenue Code and other federal and state laws which may affect your rights. The provisions of the Plan are subject to revision due to a change in laws or due to pronouncements by the Internal Revenue Service (IRS). The Employer may also amend or terminate this Plan. The Administrator will notify you if the provisions of the Plan that are described in this summary change. This summary does not address the provisions of specific investment products.

ARTICLE I
PARTICIPATION IN THE PLAN

Am I eligible to participate in the Plan?

All employees are eligible once they satisfy the eligibility conditions described in the next question.

Independent contractors are not eligible to participate in the Plan.

When am I eligible to participate in the Plan?

Provided you are an eligible employee, you will be eligible on your date of hire. You will actually enter the Plan once you reach the entry date as described in the next question.

When is my entry date?

Provided you are an eligible employee, you will be able to participate in the Plan beginning on your date of hire.

ARTICLE II
CONTRIBUTIONS

What kind of contributions may I make to the Plan and how do my contributions affect my taxes?

As a participant under the Plan, you may elect to reduce your compensation by a specific percentage or dollar amount and have that amount contributed to the Plan. The Plan refers to this as an "elective deferral." There are two types of elective deferrals, pre-tax deferrals and Roth deferrals. For purposes of this summary "deferrals" or "elective deferrals" generally means both pre-tax deferrals and Roth deferrals.

If you make pre-tax deferrals, your taxable income is reduced by the deferral contributions so you pay less in federal income taxes. Later, when the Plan distributes the deferrals and earnings, you will pay the taxes on those deferrals and the earnings. Federal income taxes on the pre-tax deferral contributions and on the earnings are only postponed.

If you elect to make Roth deferrals, the deferrals are subject to federal income taxes in the year of deferral. However, the Roth deferrals and, if you meet certain conditions, the earnings on the Roth deferrals are not subject to federal income taxes when distributed to you. This means that the earnings on the Roth deferrals may never be subject to Federal income tax. See "What are my tax consequences when I receive a distribution from the Plan?"

Both your pre-tax and Roth deferrals will be subject to Social Security taxes at the time of your deferral.

The Employer may make additional contributions to the Plan on your behalf. This Article describes these employer contributions and how these monies will be allocated to your account to provide for your retirement benefit.

Is there a limit on the amount of elective deferrals that can be made each year?

As a participant, you may elect to defer a percentage of your compensation each year instead of receiving that amount in cash. The Administrator will notify you of the maximum percentage you may defer.

You may not make deferrals from your accumulated sick pay, from accumulated vacation pay or from back pay.

Your total elective deferrals, plus any employer contributions, in any calendar year may not exceed a certain dollar limit which is set by law ("elective deferral limit"). The elective deferral limit for 2018 is $18,500. After 2018, the elective deferral limit may increase for cost-of-living adjustments.

If you are age 50 or will attain age 50 before the end of a calendar year, you may make additional deferrals (called "age 50 catch-up deferrals") for that year and following years. If you meet the age 50 requirement and your salary deferrals exceed the elective deferral limit described above, then any excess will be an age 50 catch-up deferral. The maximum catch-up deferral that you can make in 2018 is $6,000. After 2018, the maximum age 50 catch-up contribution limit may increase for cost-of-living adjustments.

Instead of the "age 50-catch-up deferrals" there is an alternative catch-up limit that is available in the three years prior to your normal retirement age. This increased limit (called "Special NRA Catch-Up Contributions") is designed to allow make-up contributions for prior years when contributions to the plan were less than the maximum contribution that could have been made in those years. The additional catch-up amount is equal to the difference between the amounts that could have been contributed in the prior years less the amounts that actually were contributed in those years. However, the additional catch-up for the year cannot exceed the general limit for the year. Thus, if you are entitled to the full Special NRA Catch-up Contribution, your contributions in the last three years prior to your normal retirement age cannot exceed two times the regular elective deferral limit for the year.

How do I make an election to defer?

The amount you elect to defer will be deducted from your pay in accordance with a procedure established by the Plan Administrator. If you wish to defer, the procedure will require that you enter into a salary reduction agreement. You may elect to defer a portion of your compensation payable on or after your Entry Date. Such election must be made prior to the first day of a calendar month in which you wish to defer and will become effective as soon as administratively feasible after it is received by the Plan Administrator. Your election will remain in effect until you modify or terminate it. You may revoke or make modifications to your salary deferral election in accordance with procedures that the Employer provides. See the Plan Administrator for further information.

Will the Employer contribute to the Plan?

Each year, in addition to depositing your elective deferrals, the Employer may contribute matching contributions.

What is the Employer matching contribution?

A matching contribution is a contribution the Employer makes based on your elective deferrals. If you do not make any elective deferrals, you will not receive any matching contributions.

The Employer will contribute a fixed amount equal to 100 of your elective deferrals.

In applying this matching percentage, only elective deferrals up to 8% of your compensation will be considered. The Employer will determine its Matching Contribution based on elective deferrals made during each payroll period.

The matching contribution also applies to your Special NRA Catch-Up Contributions.

Allocation conditions. You will always share in the matching contribution regardless of the amount of service you complete during the Plan Year.

What compensation is used to determine my Plan benefits?

Definition of compensation. For the purposes of the Plan, compensation has a special meaning. Compensation is generally defined as your total compensation that is subject to income tax and paid to you by your Employer during the Plan Year. The Plan takes into account elective deferrals to retirement plans (including this one) cafeteria plans, or qualified transportation fringe benefit plans. The following describes the adjustments to compensation that may apply for the different types of contributions provided under the Plan. Compensation:

- Compensation paid after you terminate employment will be excluded.

For the Plan Year in which you first participate, for any contributions other than salary reductions, we take into account your full Plan Year compensation.

ARTICLE III
DISTRIBUTIONS

When will I be entitled to a distribution from the Plan?

Distributions under the Plan may generally not be made prior to the earlier of your attainment of age 70 1/2 or your termination of employment (for whatever reason, including death). The rules are explained in more detail below.

If you terminate employment for any reason and at any age (including retirement), then you will be entitled to a distribution within a reasonable time after you terminate employment. (See the question "How will my benefits be paid?" for a further explanation of how benefits are paid from the Plan.)

If the Plan Administrator approves, you (1) may elect to postpone distribution of your benefit to any fixed or determinable date including, but not beyond, your "required beginning date" described below; and (2) you may elect the method of payment.

Military Service. If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with the Employer. There may also be benefits for employees who die or become disabled while on active duty. Employees who receive wage continuation payments while in the military may benefit from various changes in the law. If you think you may be affected by these rules, ask the Administrator for further details.

Distributions while on military duty. If you are on active military duty for more than 30 days, then the Plan treats you as having terminated employment for distribution purposes. This means that you may request a distribution from the Plan. If you request a distribution on account of this deemed termination of employment, then you are not permitted to make any contributions to the Plan for 6 (six) months after the date of the distribution.

Required beginning date.

Regardless of the above, the law requires that certain minimum distributions be made from the Plan. Distributions are required to begin not later than the April 1st following the later of the end of the year in which you reach age 70 1/2 or terminate employment. You should see the Plan Administrator if you think you may be affected by these rules.

What is the Plan's normal retirement age?

You will attain your normal retirement age when you reach age 65.

What is my vested interest in my account?

In order to reward employees who remain employed with the Employer for a long period of time, the law permits conditions to be applied to contributions that are made to the Plan. This means that you will not be entitled to ("vested in") all of the contributions until you have satisfied these conditions.

Amounts in your account attributable to salary reduction contributions are always 100% vested.

Vesting schedule. Your "vested percentage" is based on vesting Years of Service. This means at the time you stop working, your account balance attributable to contributions subject to a vesting schedule is multiplied by your vested percentage.

Your "vested percentage" in your account attributable to matching contributions is determined under the following schedule.

Vesting Schedule

Years of Service	Percentage
2	20%
3	40%
4	60%
5	80%
6	100%

Service prior to January 1, 2007 is excluded for Vesting purposes

Note: Employer contributions are counted in the annual elective limit in the year that the contribution vests.

How does the Plan determine my Years of Service for vesting purposes?

A Year of Service means 1,000 Hours of Service. If you have any questions regarding your vesting service, contact the Plan Administrator.

Will I always be entitled to the benefits under the Plan?

No. You will only be entitled (i.e., vested) to your once you have satisfied certain conditions.

Service prior to January 1, 2007 is excluded for Vesting purposes

What are forfeitures and how are they allocated?

Definition of forfeitures. If a participant terminates employment before being fully vested (as described above), then the non-vested portion of the terminated participant's benefits remains in the Plan and is called a forfeiture.

Allocation of forfeitures. Forfeitures will be allocated as follows:

- Forfeitures will reduce Employer matching contributions

How will my benefits be paid?

You may, subject to the approval of the Plan Administrator, elect to receive your distribution under one of the methods described below:

- a single lump-sum payment.
- Any other method agreed to by the Administrator.

May I elect to roll over my account to another plan or IRA?

If you are entitled to a distribution of more than $200, then you may elect whether to receive the distribution or to roll over the distribution to another retirement plan such as an individual retirement account ("IRA"). For this purpose, your Roth deferral account is treated separately.

What happens if I get divorced?

The Administrator will honor a "qualified domestic relations order." A "qualified domestic relations order" is defined as a decree or order issued by a court that obligates you to pay child support or alimony, or otherwise allocates a portion of your assets in the Plan to your spouse, former spouse, child or other dependent. If a qualified domestic relations order is received by the Administrator, all or a portion of your benefits may be used to satisfy the obligation. The Administrator will determine the validity of any domestic relations order received. You and your beneficiaries can obtain from the Administrator, without charge, a copy of the procedure used by the Administrator to determine whether a qualified domestic relations order is valid.

ARTICLE IV
DEATH BENEFITS

What happens if I die while working for the Employer?

If you die while still employed by the Employer, your vested account balance will be used to provide your beneficiary with a death benefit.

Your beneficiary is the person or persons whom you designate on a form the Administrator provides for this purpose. If you are married, your spouse will be the beneficiary of the death benefit, unless you elect to change the beneficiary.

If no valid designation of beneficiary exists, or if the beneficiary is not alive when you die, then the death benefit will be paid in the following order, unless the investment provider's documentation says otherwise:

(a) Your surviving spouse;

(b) Your children, including adopted children, and if a child dies before you, to their children, if any; or

(c) Your estate.

When will the death benefit be paid to my beneficiary?

Your death benefit will be paid to your beneficiary and payment will begin as soon as practicable after your death. See the Plan Administrator for further details.

You should immediately report any change in your marital status to the Administrator. If you have specifically named your spouse as your beneficiary on a designation form, then the designation will be invalid upon your divorce.

What happens if I'm a participant, terminate employment, and die before receiving all my benefits?

If you terminate employment with us and subsequently die, your beneficiary will be entitled to any remaining benefits that you were entitled to as of the date of your death.

ARTICLE V
IN-SERVICE DISTRIBUTIONS

Can I withdraw money from my account while working for the Employer?

You may receive a distribution from the Plan prior to your termination of employment if you satisfy certain conditions. These conditions are described below. However, this distribution will reduce the value of the benefits you will receive when you retire. Any in-service distribution is made at your election and will be made in accordance with the forms of distribution available under the investment product you have selected or under the Plan.

You may receive a distribution if you have an "unforeseeable emergency," which is severe financial hardship resulting from an accident or illness to you, your spouse or dependent(s), a loss of property due to casualty, or other extraordinary and unforeseeable circumstances beyond your control.

ARTICLE VI
TAX TREATMENT OF DISTRIBUTIONS

What are my tax consequences when I receive a distribution from the Plan?

Generally, you must include any Plan distribution in your taxable income in the year in which you receive the distribution. The tax treatment may also depend on your age when you receive the distribution.

If you receive distribution of a Roth deferral, since you paid current federal income tax on the deferral contribution in the year of deferral, the deferrals are not subject to federal income taxes when distributed to you. The earnings on Roth deferrals are also tax free upon distribution if you receive a "qualified distribution" from your Roth deferral account.

In order to be a "qualified distribution," the distribution must occur after one of the following: (1) your attainment of age 59 1/2, (2) your disability, or (3) your death. In addition, the distribution must occur after the expiration of a 5-year participation period. The 5-year participation period is the 5-year period beginning on the calendar year in which you first make a Roth contribution to the Plan (or to another 401(k) plan or 403(b) plan if such amount was rolled over into the Plan) and ending on the last day of the calendar year that is 5 years later. For example, if you made your first Roth deferral under this Plan on November 30, 2012, your participation period would end on December 31, 2016. This means that you could take a qualified distribution as early as January 1, 2017. It is not necessary that you make a Roth contribution in each of the five years.

If a distribution from your Roth deferral account is not a qualified distribution, the earnings distributed with the Roth deferrals will be taxable to you at the time of distribution (unless you roll over the distribution to another 457(b) plan, a Roth IRA, or a 401(k) plan that will accept the rollover). In addition, in some cases, there may be a 10% excise tax on the earnings that are distributed.

Can I reduce or defer tax on my distribution?

You may reduce, or defer entirely, the tax due on your distribution through use of one of the following methods:

(a) The rollover of all or a portion of the distribution you actually receive to a traditional Individual Retirement Account (IRA) or another eligible employer plan. This will result in no tax being due until you begin withdrawing funds from the traditional IRA or other eligible employer plan. The rollover of the distribution, however, MUST be made within strict time frames (normally, within 60 days after you receive your distribution). Under certain circumstances all or a portion of a distribution may not qualify for this rollover treatment. In addition, most distributions will be subject to mandatory federal income tax withholding at a rate of 20%. This will reduce the amount you actually receive. For this reason, if you wish to roll over all or a portion of your distribution amount, the direct rollover option described in paragraph (b) below would be the better choice.

(b) For most distributions, you may request that a "direct rollover" of all or a portion of the distribution to either a traditional Individual Retirement Account (IRA) or another employer plan willing to accept the rollover. A direct rollover will result in no tax being due until you withdraw funds from the traditional IRA or other qualified employer plan. Like the 60-day rollover, under certain circumstances all or a portion of the amount to be distributed may not qualify for this direct rollover, e.g., a distribution of less than $200 will not be eligible for a direct rollover. If you elect to actually receive the distribution rather than request a direct rollover, then in most cases 20% of the distribution amount will be withheld for federal income tax purposes.

WHENEVER YOU RECEIVE A DISTRIBUTION THAT IS AN ELIGIBLE ROLLOVER DISTRIBUTION, THE ADMINISTRATOR WILL DELIVER TO YOU A MORE DETAILED EXPLANATION OF THESE OPTIONS. HOWEVER, THE RULES WHICH DETERMINE WHETHER YOU QUALIFY FOR FAVORABLE TAX TREATMENT ARE VERY COMPLEX. YOU SHOULD CONSULT WITH A QUALIFIED TAX ADVISOR BEFORE MAKING A CHOICE.

ARTICLE VII
LOANS

Is it possible to borrow money from the Plan?

Yes. Loans are permitted in accordance with the Plan Loan Policy. If you wish to receive a copy of the Loan Policy, please contact the Plan Administrator.

ARTICLE VIII
CLAIMS AND BENEFITS

Can the Plan be amended?

Yes. The Employer may amend the Plan at any time. No amendment will cause any reduction in the amount credited to your account.

What happens if the Plan is discontinued or terminated?

The Employer may terminate the Plan at any time. Upon termination, no more contributions may be made to the Plan. The Administrator will notify you of any modification or termination of the Plan.

How do I submit a claim for Plan benefits?

Benefits may be paid to you and your beneficiaries without the necessity of formal claims. However, if you think an error has been made in determining your benefits, then you or your beneficiaries may make a request for any Plan benefits to which you believe you are entitled. Any such request should be in writing and should be made to the Plan Administrator.

If the Administrator determines the claim is valid, then you will receive a statement describing the amount of benefit, the method or methods of payment, the timing of distributions and other information relevant to the payment of the benefit.

ARTICLE IX
GENERAL INFORMATION ABOUT THE PLAN

There is certain general information that you may need to know about the Plan. This information has been summarized for you in this Article.

The full name of the Plan is West Mifflin Sanitary Sewer Municipal Authority 457 Plan.

This Plan was originally effective on January 1, 2003. The amended and restated provisions of the Plan become effective on January 1, 2018.

The Plan's records are maintained on a twelve-month period of time. This is known as the "Plan Year." The Plan Year begins on January 1 and ends on December 31.

Valuations of the Plan are generally made annually on the last day of the Plan year.

The Plan will be governed by the laws of Pennsylvania.

Employer Information

Your Employer's name, address, business telephone number, and identification number are:

West Mifflin Sanitary Sewer Municipal Authority
1302 Lower Bull Run Road
West Mifflin, Pennsylvania 15122
412-466-6070 x223
25-1793298

Administrator Information

The Employer is the Plan Administrator. The Plan Administrator is responsible for the day-to-day administration and operation of the Plan. For example, the Administrator maintains the Plan records, including your account information, provides you with the forms you need to complete for Plan participation and directs the payment of your account at the appropriate time. If you have any questions about the Plan and your participation, you should contact the Administrator. The Administrator may designate other parties to perform some duties of the Administrator, and some duties are the responsibility of the investment provider(s) to the Plan.

The 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 and underlying policies). Any such determination by the Administrator is conclusive and binding upon all persons.

Plan Funding Medium

All money that is contributed to the Plan is held in custodial accounts.

Reliance Trust Company
1100 Abernathy Road NE, Suite 400
Atlanta, Georgia 30328-5634

800-749-0752