

PITTSTON TOWNSHIP

POLICE PENSION PLAN

AN ORDINANCE NO. 9-01 of 2022

**ESTABLISHING A REVISED AND RESTATED
PENSION PLAN FOR THE POLICE OFFICERS**

WHEREAS, Pittston Township, Luzerne County, Pennsylvania, did by an Ordinance dated January 2, 2007 restate the Police Pension Plan for the Township which became effective January 1, 1975 (herein called the Plan);

WHEREAS, by Ordinance No. 1-02 of 2012, Pittston Township's Board of Supervisors amended its Police Pension Ordinance to eliminate Killed in Service benefits in recognition of the Commonwealth of Pennsylvania's obligation to pay such benefits pursuant to Act 101, 53 P.S. 891-892.1, as amended;

WHEREAS, certain events have made it necessary and desirable to amend and restate the Plan; and

WHEREAS, the applicable statute provides that the establishment of such Plan may be by Ordinance or Resolution;

THEREFORE, BE IT ORDAINED, the Board of Supervisors of Pittston Township hereby restates the Police Pension for the purpose of providing retirement and other benefits as stated herein.

ARTICLE I

DEFINITIONS

1.01 "Age" shall mean the age attained by the Employee at his or her last birthday.

1.02 "Anniversary Date" shall mean any January 1 after the Effective Date.

1.03 "Average Applicable Compensation" shall mean the average monthly salary of the Employee at any time of reference computed over the last 60 months (or such shorter period as represents the Member's total period of continuous employment by the Municipality) of his continuous employment by the Municipality prior to such date of reference. For purposes of computing Average Applicable Compensation actual monthly salary shall include base pay, longevity pay, night differential pay (if any) and overtime pay but shall exclude reimbursed expenses or payments in lieu of expenses, non-salary compensation (including, but not limited to fringe benefits provided by the Municipality) or any other payments or allowances. Average Applicable Compensation shall include pickup contributions (if any) paid for the Member by the Municipality pursuant to Section 414(h) of the Internal Revenue

Code and any elective salary deferrals made by the Member pursuant to Section 457 and/or Section 125 of the Internal Revenue Code.

1.04 "Board of Supervisors" shall mean the Board of Supervisors of Pittston Township (herein sometimes referred to as the Board).

1.05 "Chief Administrative Officer" shall mean the person who has primary responsibility for the execution of the administrative affairs of this Plan or the designee of that person.

1.06 "Early Retirement Date": This Plan does not provide for a retirement date prior to Normal Retirement Date as described in Section 4.02.

1.07 "Effective Date" of this restated Plan shall be January 1, 2022.

1.08 "Employee" shall mean the Chief of Police, Lieutenant, Sergeant, Detective and/or any police officer who is sworn as a full-time Employee of the Police Department whose customary employment is for not less than 35 hours per week.

1.09 [repealed]

1.10 "Fund" shall mean all assets held by the Trustee under the Trust Agreement relating to this Police Pension Plan.

1.11 "Member" shall mean any Employee who has satisfied eligibility requirements established in Article II hereof. A surviving spouse or surviving dependent child described in Section 5.02 is also a Member of this Plan. A terminated, vested Employee as described in Section 6.01 is also a Member of the Plan.

1.12 "Municipality" shall mean Pittston Township, Luzerne County, Pennsylvania.

1.13 "Normal Retirement Date" shall mean the first day of the month coincident with or next following the later of the date on which the Member attains age 55 and completes 25 years of service.

1.14 "Plan" shall mean the Pittston Township Pension Plan, as herein set forth and as the same may hereafter be amended.

1.15 "Plan Year" shall mean a period of 12 consecutive months commencing on any January 1st and ending on the following December 31st.

1.16 "Police Pension Committee" shall mean a three-member committee composed of one member of the Board, one member of the Police Department, and the Chief Administrative Officer of the Plan.

1.17 "Price Index" shall mean the Consumer Price Index (U.S. City average for all urban consumers, all items) as published by the United States Department of Labor.

1.18 "Salary" shall mean earnings including base pay, longevity pay, night differential pay (if any), overtime pay and pick-up contributions pursuant to Section 414(h) of the Internal Revenue Code, but shall exclude reimbursement expenses or payments in lieu of expenses, non-salary compensation including, but not limited to, fringe benefits provided by the Municipality and any other allowances paid by the Municipality, e.g., uniform allowances. Salary shall include any elective salary deferrals made by the Member pursuant to Section 457 or 125 of the Internal Revenue Code.

1.19 "Service" shall mean the aggregate of a Member's total periods of employment as a full-time Employee of the Municipality. If a Member enters military service, either voluntarily or by conscription, after he has been employed for at least six months, such time spent in the armed forces of the United States during a period of national emergency shall be counted as Service for purposes of this Plan, provided that such Member returns to police service with the Municipality within six months after his discharge or release from such active duty in the armed forces of the United States. The time spent in military service due to voluntary extension of such military service during a period of peacetime shall not be included as Service for the purposes of this Plan. Time spent on Reserve or National Guard Training shall be included as Service for purposes of this Plan.

Purchase of Credit for Prior Military Service: Full service credit for each year of military service or fraction thereof, not to exceed five years, may be purchased by any Member of the police force who was not employed by the Municipality prior to such military service. The amount due for the purchase of credit for military service other than intervening military service shall be computed by applying the average normal cost rate as certified by the Public Employee Retirement Commission, but not to exceed ten per centum, to the Member's average annual rate of compensation over the first three years of municipal service and multiplying the result by the number of years and fractional part of a year of creditable non-intervening military service being purchased together with interest at the rate of 4.75% compounded annually from the date of initial entry into municipal service to the date of payment.

Any Member of the police force shall be eligible to receive service credit for intervening or non-intervening military service as provided herein provided that he is not entitled to receive, eligible to receive now or in the future or is receiving retirement benefits for such service under a retirement system administered and wholly or partially paid for by any other governmental agency with the exception of a Member eligible to receive or receiving military retirement pay earned by a combination of active duty and nonactive duty with a reserve or national guard component of the armed forces which retirement pay is payable only upon the attainment of a specified age and period of service under 10 U.S.C. Ch. 67 (relating to retired pay for non-regular service).

An application for permission to purchase credit for military service must be accompanied by proof of the nature of his/her discharge or separation from the military service. A member may receive credit for intervening military service or may purchase credit for non-intervening military service only if his/her discharge or separation from such military service was granted under other than dishonorable conditions.

1.20 "Total Disability" shall mean any condition arising from service-connected illness or injury which precludes an Employee from performing the duties associated with the normal

occupational requirements of any position with the police department as certified by a Physician designated by the Municipality.

1.21 "Trust Agreement" shall mean the contract between the Municipality and the Trustee establishing the terms by which and under which the Fund is invested, distributed, accounted for and terminated, as the same now exists and as it may hereafter be amended.

1.22 "Trustee" shall mean the Board of Supervisors or any other agency or person appointed by the Board to serve in that capacity as set forth in the Trust Agreement. Wherever applicable as used herein, unless the context specifically provides otherwise, the singular and plural shall be interchangeable, and the masculine or feminine pronoun shall include either sex.

ARTICLE II

ELIGIBILITY

2.01 All persons who are Employees (as defined in this Plan) as of the Effective Date hereof shall be a Member as of the Effective Date.

2.02 Any person who becomes an Employee after the Effective Date hereof shall become a Member on the first day of Service as an Employee.

ARTICLE III

CONTRIBUTIONS

3.01 Contributions by Members. Members shall pay into the Fund at the rate of 5% of Salary on which old-age Social Security taxes are payable. Salary for this purpose shall be defined in Section 1.18 of the Plan. If the condition of the Fund is such that contributions by the Municipality will not be required to keep the Fund actuarially sound, the Municipality may, on an annual basis by ordinance or resolution, reduce or eliminate payments into the Fund by Members. Individual records of contributions by Members shall be maintained, including all interest credited to his individual account. Interest to be credited shall be 4 percent annually. Interest shall be credited from the end of the Plan Year in which paid to the last day of the month in which a refund becomes payable. If at any time an actuarial review of the Fund determines that it is not fiscally sound and recommends additional employee contributions, all full-time employees shall increase their contributions to the Fund to whatever percentage of their annual salary recommended by the actuary to improve and maintain the Funds' performance. However, under no circumstances will any employee be required to contribute more than eight (8) percent of his annual salary to the Fund.

3.02 Refund of Member's Contributions. Any Member who for any reason shall be ineligible to receive a pension after having made contributions shall be entitled to a refund of his individual account balance; such refund is payable immediately upon discontinuance of his employment with the police force or within a reasonable time (not more than 45 days after discontinuance). If such discontinuance is due to death, then such refund shall be paid to his designated beneficiary or, in the

absence thereof, to his estate. If the retired Member is receiving a benefit by reason of disability or retirement, then the refund payable to the beneficiary is equal to the individual account balance at the date of disability or retirement, less any payments made to the Member.

3.03 Deposits. Contributions by Members shall be remitted to the Trustees not less than monthly.

3.04 State Aid. The portion of the payments made by the State Treasurer to the Municipality and designated by the Municipality to be allocated to the police pension fund from money received from taxes paid upon premiums by foreign casualty insurance companies for purposes of pension retirement or disability benefits for policemen shall be used as follows: (1) to reduce the unfunded liability, or, after such liability has been fully funded, (2) to apply against the annual obligation of the Municipality for future service costs, or to the extent that the payment may be in excess of such obligations, (3) to reduce Member contributions pursuant to Section 3.01 hereof.

3.05 Municipal Contributions. Subject to the provisions and limitations set forth in other Articles of the Plan, the Municipality shall contribute the amounts certified to be necessary by the Fund's actuary to provide the benefits provided by this Plan.

3.06 Contributions by or for Members while in Military Service. A Member who enters the military service during a time of national emergency either voluntarily or by conscription shall not continue to make contributions to the Plan. During military service, the Municipality shall continue to contribute to the Fund for the officer's benefit. However, no contributions will be made on behalf of a Member who voluntarily extends his military service during peacetime.

3.07 Other Contributions. The Fund shall be authorized to receive by gift, grant, devise or bequest, any money or property, real, personal or mixed, in trust for the benefit of the Fund. The Trustee of the Fund shall be subject to such directions not inconsistent with the Plan as the donors of such funds and property may prescribe.

ARTICLE IV

RETIREMENT BENEFITS

4.01 Normal Retirement. Each Member may retire on or at any time after his Normal Retirement Date. Any Member so retiring shall be entitled to receive a monthly pension commencing as of the first day of the month coincident with or next following his date of actual retirement and ending with the payment made as of the first day of the month in which his death occurs. The monthly pension to which such retired Member shall be entitled under this Plan shall be equal to 50% of such Member's Average Applicable Compensation.

4.02 Postponed Retirement. An Employee shall be allowed to continue as an Employee beyond his Normal Retirement Date. In such case, the Employee shall remain a Member of the Plan until he actually retires or ceases to be an Employee, and he shall continue to make any contributions required pursuant to Section 3.01 hereof.

4.03 Early Retirement – Vested Benefits. Each Member who completes twelve (12) years or more of service is eligible to receive a partial monthly pension. Vested pension benefits are only available to Members who are employed full-time by Pittston Township's Police Department as of the date this Ordinance is effective and subsequently hired full-time employees. No Member seeking early retirement is eligible to receive any such benefit until the date when the Member would have become eligible for normal retirement had he/she completed the required years of service (25 years) with the Pittston Township Police Department and attained the minimum age of fifty-five (55) as stated in Section 1.13 titled "Normal Retirement Date." An eligible member's vested monthly pension benefits shall be computed as one-half of his Average Applicable Compensation as defined in Section 1.03 multiplied by the ratio of the number of years of full-time service the Member provided to the Township divided by the number of years the Member would have to have worked to meet Normal Retirement eligibility as set forth in Section 1.13.

ARTICLE V

DEATH BENEFITS

5.01 Pre-Retirement Death Benefit. If a Member dies prior to becoming eligible for pension benefits, then his designated beneficiary shall be entitled to a refund of his accumulated Member's Contributions with credited interest. If no beneficiary survives, then the refund is payable to the Member's estate.

5.02 Pension Benefit to Surviving Spouse and Dependent Children. If a Member dies survived by a spouse or dependent children after having become eligible to receive a pension benefit, i.e., he was eligible because (a) he was already receiving a pension or (b) he met the age and service requirements but he had not yet retired, then a monthly pension benefit shall be provided. The amount of the monthly pension benefit shall be equal to 50% of the Normal retirement benefit the Member was receiving or would have been entitled to receive if he had been retired when he died.

The monthly pension benefit is payable to the surviving spouse until she dies or remarries; if she is remarried before April 17, 2002, she has lost her right to a surviving spouse pension; if she remarried on or after April 17, 2002, she has not lost her pension. If there is no benefit payable to a surviving spouse, then the benefit is payable to the guardian of surviving dependent children until the last dependent child dies or reaches his 18th birthday (or if attending college, reaches his 23rd birthday), whichever comes first. Dependent children shall include stepchildren, adopted children and any child conceived at the time of the Member's death and thereafter born to the Member's spouse. To be dependent, a child must be unmarried. The phrase "attending college" shall mean the dependent child is registered at an accredited institution of higher learning and is carrying a minimum course load of seven (7) credit hours per semester.

5.03 If such Member has no surviving spouse nor dependent children, the Member's beneficiary or estate, if no beneficiary survives, shall be entitled to a refund of his accumulated Member's Contributions with credited interest reduced by the amount of pension benefit received by the

Member pursuant to Article IV hereof.

ARTICLE VI

VESTING AND SEVERANCE or EMPLOYMENT

6.01 If a Member leaves the employ of the Municipality or ceases to be a Member whether by reason of his transfer, resignation, discharge or by reason of disability or retirement other than after becoming eligible for benefits pursuant to Article IV, V or XII of this Plan, he shall be entitled to a refund of all contributions made by him and then on deposit in the Fund, plus interest thereon, computed at the rate described in Section 3.01.

ARTICLE VII

METHOD or DISTRIBUTION OF BENEFITS

7.01 Refund benefits becoming distributable pursuant to Section 6.01 and death benefits becoming distributable pursuant to the provision of Section 5.01 shall be paid in the form of a lump-sum distribution.

7.02 The normal form of all benefits payable hereunder shall be a pension for the life of the Member commencing on the date specified and ending with a payment made on the first day of the month in which the Member dies subject, however, to the payment of a survivor's pension benefit calculated pursuant to Section 5.02.

7.03 The normal form of all benefits payable to the Family member described in Section 5.04 shall be a pension for the life of the Family member commencing on the first day of the month on or after the Member's death and ending with the payment made on the first day of the month in which the Family member dies.

EXCEPTION: The dependent child's pension ends with the payment made on the first day of the month in which that dependent child reaches his/her 18th birthday (or 23rd birthday if attending college) or dies if sooner.

ARTICLE VIII

MANAGEMENT OF FUND

8.01 It is the duty of the Trustee to pay benefits to Members and their beneficiaries, as provided in Articles IV, V, VI and XII, in accordance with the instructions received from the Chief Administrative Officer, provided however, that the duty of the Trustee to make such payments is wholly contingent upon the sufficiency of the Fund for such purposes. Neither the Trustee nor the Municipality in any way guarantees the sufficiency of the Fund to make such payments nor assumes any liability for the insufficiency thereof.

8.02 The Municipality may employ an actuary, investment advisor, counsel or other professional consultants from time to time in connection with the operation of the Fund or of this Plan. Such persons or entities shall be compensated by the Municipality at such rates as may be agreed upon by the Chief Administrative Officer. Such compensation may be paid from the Fund.

8.03 The Trustee shall make an annual determination of the fair market value of the Fund as of the Anniversary Date and as of such additional dates as the Chief Administrative Officer may direct. The fair market value of the Fund shall be reported to the actuary who shall calculate the amount to be contributed to the Fund by the Municipality with respect to each Plan Year in accordance with the assumptions most recently adopted by the Chief Administrative Officer for the purpose of such computations, provided, however that the liability of the Municipality to make such contributions is subject to all of the conditions and limitations set forth elsewhere in this Plan.

ARTICLE IX

ADMINISTRATION OF THE PLAN

9.01 The Plan shall be administered by the Chief Administrative Officer (CAO); he/she shall make and adopt rules and regulations for the efficient administration of the Plan, provided the rules shall not be in conflict with any of the provisions of the Plan.

9.02 The CAO shall keep all data, records and documents pertaining to the administration of the Plan and shall execute all documents necessary to carry out the provisions of the Plan and shall provide all such data, records and documents to the actuary and other professionals whose services are employed pursuant to Section 8.02 of this Plan.

9.03 The CAO shall construe the Plan, shall determine any questions of fact arising under the Plan and shall make all decisions required under the Plan or the Trust Agreement, and its construction thereof, and such decisions taken thereon in good faith shall be final and conclusive. The CAO may correct any defect or supply any omission or reconcile any inconsistency in such manner and to such extent as he shall deem expedient to carry the Plan into effect, and the Chief Administrative Officer shall be the sole judge of such expediency. The CAO shall act uniformly with respect to matters concerning employees in similar circumstances.

9.04 The CAO shall serve without bond except as may be otherwise required by law and without compensation for his services as such.

9.05 The CAO shall be free of all liability for any act or omission except by willful misconduct or gross negligence, and shall be fully indemnified by the Municipality against all judgments not involving findings of his willful misconduct or gross negligence and against all costs, including counsel fees, incurred in defense of actions brought against him.

9.06 The CAO shall make available to Members, retired Members, terminated Members, and to their designated beneficiaries, for examination during business hours, such records as pertain to the

person examining.

9.07 The Municipality shall supply full and timely information on all matters relating to the pay of all Members, their retirement, death, termination of employment and such other pertinent facts as the CAO may require; and the CAO shall advise the Trustee of such of the foregoing facts as may be pertinent to the Trustee for carrying out the purposes of this Plan.

9.08 The CAO shall provide for the establishment of the Police Pension Committee as defined in Section 1.16.

ARTICLE X

THE POLICE PENSION COMMITTEE

10.01 The Committee appointed pursuant to Section 9.08 shall assist the CAO in carrying out the duties and responsibilities as set forth in Sections 9.01, 9.02, and 9.03 of this Plan.

10.02 The Committee shall have no authority to make decisions. It serves strictly in an advisory capacity to the CAO.

10.03 Committee members will meet at least semi-annually to review the Plan administration, fund management, Plan provisions and other matters which from time to time may affect the Plan. The Committee will present its findings and /or recommendations to the CAO.

ARTICLE XI

PROVISIONS RELATING TO THE MUNICIPALITY

11.01 It is the expectation of the Municipality that it will continue this Pension Plan indefinitely and will from time to time contribute to the Fund such amounts as may be required by the Municipal Pension Plan Funding Standard and Recovery Act (Act of December 18, 1984, P.L. 1005, No.205, 53 P.S. Section 895.101 et seq.) as amended, to provide the benefits set forth in the Plan; but continuance of the Plan is not assumed as an obligation of the Municipality; it may decide at any time to reduce, suspend or discontinue its contributions.

11.02 The Municipality assumes no obligation or responsibility with respect to the operation of the Plan and does not guarantee the payment of the benefits therein provided for Members of the Plan. The Municipality shall have no liability with respect to the administration of the Fund held by the Trustees, and payments made under the provisions of any Ordinance or Resolution establishing, amending or maintaining the Plan shall not be a charge on any other fund in the Treasury of the Municipality or under its control, save the Fund herein provided for.

11.03 Nothing contained in the Plan shall be held or construed as a contract or guarantee of employment nor to create any liability upon the Municipality to retain any person in its service. The Municipality reserves the full right to discontinue the service of any person without any liability except

for salary or wages that may be due and unpaid, whenever in its judgment its best interests so require, and such discontinuance shall be without regard to this Plan.

ARTICLE XII

DISABILITY BENEFIT

12.01 Disability Benefit: "Total Disability" shall mean any condition arising from a line-of-duty, service-connected illness or injury which precludes an Employee from performing the duties associated with the normal occupational requirements of any position within the police department as certified by a Physician designated by the Municipality. Any Member who suffers a Total Disability shall be entitled to receive a disability benefit from the Plan. The benefit will be equal to 50% of the Member's Salary at the time when the disability was incurred, offset by certain statutory benefits as described below. The CAO reserves the right to require disabled Members to present evidence of Total Disability and of the continuance of such condition from time to time and further reserves the right to require Members to submit to medical examinations by practitioner(s) selected by the Municipality as a precondition to the continued payment of benefits. If the disabled Member dies before he receives Total Disability benefits from the Fund in an amount equal to his total contributions plus credited interest, the unpaid balance shall be paid in a lump sum to his designated beneficiary. Disability benefits as outlined above will be paid on a monthly basis and continue until the Member recovers, dies or reaches his Normal Retirement Date. Upon attaining the Normal Retirement Date, the disabled Member shall become a retired Member and shall then be eligible for a pension benefit equal to what he was receiving just prior to reaching his Normal Retirement Date, plus any length-of-service increment payable by reason of the fact that Service is credited until the Normal Retirement Date. This pension shall commence on the first day on or after the Normal Retirement Date and shall be payable up to and including the first day of the month in which the Member dies. The disability or pension benefit shall be reduced by the amount of any payment for which the Member shall be eligible under the Workers' Compensation Act, Act of June 2, 1915 (P.L. 736, No. 338) as amended, 77 P.S. Section 1 et seq., or the Pennsylvania Occupational Disease Act, Act of June 21, 1939 (P.L. 566 No. 284) as amended, 77 P.S. Section 1201 et seq. If the disabled Member receives benefits for the same injuries under the Social Security Act (49 Stat. 620, 42 U.S.C. Section 301 et seq.), his disability benefit shall be offset or reduced by 100% of the Social Security award and the other offsets shall not apply.

ARTICLE XIII

TERMINATION OR AMENDMENT OF PLAN

13.01 The Municipality may amend, curtail or terminate this Plan at any time consistent with provisions of the Act of May 29, 1956 (P.L. 1804, No. 600) as amended, 53 P.S. Section 771, provided however, that no amendment affecting the Trustee shall be without the consent of the Municipality (other than an amendment having the effect of terminating the Plan); nor shall any amendment be made which will in any manner divert any part of the Fund to any purpose other than the exclusive benefit of the Members or their beneficiaries (except that upon termination such diversion may be made after all of the fixed and contingent liabilities to Members and their beneficiaries have been met); nor shall any amendment be made at any time which will in any manner divest any benefit then vested in a Member.

13.02 In the event of termination of this Plan, the Trustee upon written instructions from the CAO, shall allocate the assets then remaining in the Fund, to the extent that such assets are sufficient, to Members and retired Members in the following order of precedence:

- (a) To Members and retired Members in an amount equal to their respective contributions with interest, reduced in cases of retired Members by any prior distribution made;
- (b) To provide benefits due to retired Members in the proportion that the pension earned by each Member bears to the total pension earned for all such Members, and
- (c) The remaining assets, if any, to each of the remaining Members in the proportion that his pension credits earned to date of termination bears to the total pension credits so earned for all such remaining Members.

13.03 After allocation of the Fund, the CAO shall determine whether to operate the Fund as the source of whatever payments the money so allocated will provide.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

14.01 No benefit under this Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge or encumbrance, nor to seizure, attachment or other legal process for the debts of any Member or Member's beneficiary.

This provision shall not apply to a "Qualified Domestic Relations Order" defined in Internal Revenue Code of 1986, as amended, Section 414(p) and those other domestic relations orders permitted to be so treated by the Chief Administrative Officer under the provisions of the Retirement Equity Act of 1984. The Chief Administrative Officer shall establish a written procedure to determine the qualified status of domestic relations orders to administer distributions under such qualified orders. Further, to the extent provided under a "Qualified Domestic Relations Order", a former spouse of a Member shall be treated as the spouse or surviving spouse for all purposes under this Plan.

14.02 Any person dealing with the Trustee may rely upon a copy of this Plan and any amendments thereto certified to be true and correct by the Trustee.

14.03 Anything hereto contained in this Plan to the contrary notwithstanding, it is the intention of the Municipality that any action herein provided to be taken by the Trustee shall be taken only in accordance with written instructions of the CAO given in such detail as to preclude the exercise by the Trustee of discretion in performance thereof.

14.04 In no circumstances, whether upon amendment or termination of this Plan or otherwise, shall any part of the Fund be used or diverted to any purpose other than the exclusive benefit of Members or their beneficiaries until all of the actuarial obligations to such Member or Member's beneficiaries have been met.

14.05 If the CAO deems any person incapable of receiving benefits to which he is entitled by reason of minority, illness, infirmity or other incapacity, it may direct the Trustee to make payment directly for the benefit of such person or to any person selected by the CAO to disburse it, whose receipt shall be complete acquittance therefor. Such payment shall, to the extent therefor, discharge all liability of the Municipality, the Trustee and the Fund.

14.06 Should any provision of this Plan be determined to be void by any court, the Plan will continue to operate and, to the extent necessary, will be deemed not to include the provision determined to be void.

14.07 Headings and captions provided herein are for convenience only and shall not be deemed part of the Plan.

14.08 This Plan shall be construed and applied under the laws of the Commonwealth of Pennsylvania where not in conflict with Federal laws, which shall prevail.

14.09 All Ordinances or Resolutions, or portions thereof, inconsistent herewith are repealed.

Adopted as an Ordinance of Pittston Township this 26 day of Sept, 2022.

PITTSTON TOWNSHIP


Chairman, Board of Supervisors of
Pittston Township





ATTEST:


Secretary