

Article X – Miscellaneous

§ 17-1001	Acquittance.....	17-63
§ 17-1002	Limitation of Liability.....	17-63
§ 17-1003	Legal Actions.....	17-63
	(a) Necessary Parties.....	17-64
	(b) Notice.....	17-64
	(c) Final Judgment.....	17-64
§ 17-1004	Delegation of Authority by Employer.....	17-64
§ 17-1005	Effect of this Amendment on Persons Who Separated From Service Before the Effective Date.....	17-64
§ 17-1006	Effect of this Amendment on Accrued Benefits.....	17-64
§ 17-1007	Construction.....	17-64
§ 17-1008	Gender & Number.....	17-65
§ 17-1009	Headings.....	17-65
§ 17-1010	Severability.....	17-65
§ 17-1011	Employment Rights.....	17-65
§ 17-1012	Communications.....	17-66
	(a) To the Administrator or Trustees.....	17-66
	(b) By the Administrator, Trustees, or Employer.....	17-66
§ 17-1013	Type of Plan.....	17-66

Article X — Miscellaneous

§ 17-1001 Acquittance.

Except as provided in this Plan and Trust document, neither the establishment of the Trust, any modification thereof, the creation of any fund or account, nor the payment of any benefits shall be construed as giving to any Participant or any other person any legal or equitable right against the Employer, any officer or Employee of the Employer, the Trustees, or the Administrator. The Trust is designed to be and shall be the sole source of the benefits provided under this Plan. Neither the Trustees, the Administrator, nor the Employer in any way guarantees the Trust Fund from loss or depreciation, nor do they guarantee any payment to any person or assume any obligation with respect to benefits under this Plan other than to pay the contributions required under § 17-401.

[Ord. 415 10-29-2003]

§ 17-1002 Limitation of Liability.

Each Employee who becomes a Participant under this Plan expressly agrees and understands that neither the Employer, the members of the Administrator, the Trustees in their individual capacity, nor any of their officers and agents shall be subject in any way to any suit or litigation, or to any personal liability for any reason whatsoever in connection with this Plan and Trust or its operation, *except* for their willful neglect or fraud.

[Ord. 415 10-29-2003]

§ 17-1003 Legal Actions.

In any action or proceeding involving the Trust Fund, its administration, or any of its constituent property—

(a) **Necessary Parties.** The only necessary parties shall be the Employer, the Administrator, and the Trustees;

(b) **Notice.** No Employees or former Employees of the Employer, Alternate Payees, Beneficiaries, or any other person having or claiming to have an interest in the Trust Fund or under the Plan shall be entitled to any notice or process; **and**

(c) **Final Judgment.** Any final judgment which is either not appealed or appealable shall be binding and conclusive on all parties, the Administrator, and all persons having or claiming to have any interest in the Trust Fund or under the Plan.

[Ord. 415 10-29-2003]

§ 17-1004 Delegation of Authority by Employer.

Whenever any Employer is permitted or required to do or perform any act, matter, or thing under this Plan, it shall be done or performed by any officer duly authorized to perform same by the Employer.

[Ord. 415 10-29-2003]

§ 17-1005 Effect of this Amendment on Persons Who Separated From Service Before the Effective Date.

This Chapter shall not be construed to increase or accelerate the benefits payable to any person with respect to a Participant who Separates from Service prior to the Effective Date, or provide any payments to any person who would not have received any benefits with respect to such a Participant under the Prior Provisions of the Plan, unless that Participant becomes an Active Participant again after the Effective Date.

[Ord. 415 10-29-2003]

§ 17-1006 Effect of this Amendment on Accrued Benefits.

Notwithstanding anything to the contrary contained herein, the accrued benefit of every Participant, Alternate Payee, and Beneficiary hereunder as of the Effective Date shall not be less than the accrued benefit of such person under the Prior Provisions of the Plan as of the day before such date, except as permitted by law.

[Ord. 415 10-29-2003]

§ 17-1007 Construction.

This Plan and Trust Agreement shall be construed and administered according to the laws of the United States of America and the Commonwealth of Pennsylvania. Further, this Plan and Trust Agreement shall be construed and administered so as to conform to the applicable requirements for qualification under Code §§ 401(a) and 501(a) and shall be deemed amended automatically to conform to such legal requirements as in effect from time to time to the extent necessary (except as may be specifically required to the contrary by Act 600 of 1955 as amended, 53 PA. STAT. ANN. § 767 *et seq.* notwithstanding the requirements for federal qualified plan status).

[Ords. 415 10-29-2003, 432 12-29-2004]

§ 17-1008 Gender & Number.

Whenever any words are used in this Plan and Trust in the masculine gender, they shall be construed as though they were also used in the feminine gender in all appropriate cases. Whenever any words are used in either the singular or plural form, they shall be construed as though they were also used in the other form in all appropriate cases.

[Ord. 415 10-29-2003]

§ 17-1009 Headings.

Article, section, subsection, paragraph, subparagraph, clause, subclause, and other headings are included in this document for convenience only and shall in no manner be construed as a part of this Plan and Trust Agreement.

[Ord. 415 10-29-2003]

§ 17-1010 Severability.

Any provision of this Plan which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating or rendering unenforceable the remaining provisions of this Plan. To the extent permitted by applicable law, the Employer and Trustees hereby waive any provision of law which renders any provision of this Plan prohibited or unenforceable in any respect.

[Ord. 415 10-29-2003]

§ 17-1011 Employment Rights.

Nothing contained in this Plan and Trust shall be construed or interpreted as giving any employee of the Employer the right to be retained in the service of any Employer or shall affect or impair any terms of employment with any Employer, the right of any Employer to control its

employees, and the right of any Employer to terminate the service of any employee in accordance with applicable law.

[Ord. 415 10-29-2003]

§ 17-1012 Communications.

(a) **To the Administrator or Trustees.** All elections, designations, requests, notices, instructions, or other communications made to the Administrator or the Trustees shall be in such form as may be prescribed by the Administrator or the Trustees and shall be mailed by first-class mail or delivered to such location as shall be specified by the Administrator or the Trustees. The communication shall be deemed to have been given and delivered only upon actual receipt thereof at such location.

(b) **By the Administrator, Trustees, or Employer.** All notices, statements, reports, or other communications from the Administrator, the Trustees, or the Employer to any person with an interest under this Plan shall be deemed to have been duly given when delivered to, or when mailed by first-class mail, postage prepaid and addressed to such person at his address last appearing on the records of the Administrator, the Trustees, or the Employer.

[Ord. 415 10-29-2003]

§ 17-1013 Type of Plan.

This Plan is a defined benefit pension plan under Act 600 of 1955, 53 PA. STAT. ANN. § 767 *et seq.* To the extent there is any discrepancy between the provisions of this Plan and of the requirements of Act 600, this Plan shall be interpreted and construed as if it were written in conformity with the requirements of Act 600. Prior to the Effective Date, this Plan was established under the authority of 53 PA. STAT. ANN. § 46131 *et seq.*

[Ord. 415 10-29-2003]