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Chapter 1

GENERAL PROVISIONS

ARTICLE I

Adoption of code

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[HISTORY: Adopted by the Board of Supervisors of the Township of Ligonier as indicated in article histories. Amendments noted where applicable.]

ARTICLE I

Adoption of Code

[Adopted 12-9-1997 by Ord. No. 97-10]

Be it enacted and ordained by the Board of Supervisors of the Township of Ligonier, County of Westmoreland, Commonwealth of Pennsylvania, and it is enacted and ordained as follows:

§ 1-1. Approval, adoption, and enactment of Code.

Pursuant to Section 1601(d) [53 P.S. § 66601(d)] of the Second Class Township Code, the codification of a complete body of legislation for the Township of Ligonier, County of Westmoreland, Commonwealth of Pennsylvania, as revised, codified, and consolidated into titles, chapters, and sections by General Code Publishers Corp., and consisting of Chapters 1 through 120, together with an Appendix, are hereby approved, adopted, ordained, and enacted as a single ordinance of the Township of Ligonier, which shall be known and is hereby designated as the "Code of the Township of Ligonier," hereinafter referred to as the "Code."

§ 1-2. Effect of Code on previous provisions

The provisions of this Code, insofar as they are substantively the same as those of ordinances and resolutions in force immediately prior to the enactment of this ordinance, are intended as a continuation of such ordinances and resolutions and not as new enactments, and the effectiveness of such provisions shall date from the date of adoption of the prior ordinance or resolution. All such provisions are hereby continued in full force and effect and are hereby reaffirmed as to their adoption by the Board of Supervisors of the Township of Ligonier, and it is the intention of said Board of Supervisors that each such provisions contained within the Code is hereby reenacted and reaffirmed as it appears in said Code. Only such provisions of former ordinances as are omitted from this Code shall be deemed repealed or abrogated by the provisions of § 1-3 below, and only new or changed provisions, as described in § 1-6 below, shall be deemed to be enacted from the effective date of this Code, as provided in § 1-15 below.

§ 1-3. Repeal of legislation not contained in Code.

All ordinances or parts of ordinances of a general and permanent nature adopted by the Township of Ligonier and in force on the date of the adoption of this Code and not contained in the Code are hereby repealed as of the effective date given in § 1-15 below, except as hereinafter provided.

§ 1-4. Legislation saved from repeal; matters not affected by repeal.

The adoption of this Code and the repeal of ordinances provided for in § 1-3 of this ordinance shall not affect the following ordinances, rights and obligations, which are hereby expressly saved from repeal; provided, however, that the repeal of ordinances pursuant to § 1-3 or the saving from repeal of ordinances pursuant to this section shall not be construed so as to revive any ordinance previously repealed, superseded, or no longer of any effect:

- A. Any ordinance adopted subsequent to 2-21-1997.
- B. Any right or liability established, accrued, or incurred under any legislative provision of the township prior to the effective date of this ordinance or any action or proceeding brought for the enforcement of such right or liability or any cause of action acquired or existing.
- C. Any offense or act committed or done before the effective date of this ordinance in violation of any legislative provision of the township or any penalty, punishment, or forfeiture which may result therefrom.
- D. Any prosecution, indictment, action, suit, or other proceeding pending or any judgment rendered prior to the effective date of this ordinance, brought pursuant to any legislative provision of the township.

- E. Any franchise, license, right, easement, or privilege heretofore granted or conferred by the township or any lawful contract, obligation, or agreement.
- F. Any ordinance appropriating money or transferring funds, promising or guaranteeing the payment of money or authorizing the issuance and delivery of any bond of the township or other instruments or evidence of the township's indebtedness.
- G. Any ordinance adopting an annual budget or establishing an annual tax rate.
- H. Any ordinance providing for the levy, imposition, or collection of special taxes, assessments, or charges.
- I. Any ordinance authorizing the purchase, sale, lease, or transfer of property or acquiring property by acceptance of deed, condemnation, or exercise of eminent domain.
- J. Any ordinance annexing land to the township.
- K. Any ordinance providing for or requiring the construction or reconstruction or opening of sidewalks, curbs, and gutters.
- L. Any ordinance or part of an ordinance providing for laying out, opening, altering, widening, relocating, straightening, establishing grade, changing name, improvement, acceptance, or vacation of any right-of-way, easement, street, road, highway, sidewalk, park, or other public place or property or designating various streets as public highways.
- M. Any ordinance establishing water, sewer, or other special purpose districts and designating the boundaries thereof; providing for a system of sewers or water supply lines; or providing for the construction, extension, dedication, acceptance, or abandonment of any part of a system of sewers or water supply lines.
- N. Any ordinance providing for the making of public improvements.
- O. Any ordinance providing for the salaries and compensation of officers and employees of the township or setting the bond of any officer or employee.
- P. Any ordinance concerning changes and amendments to the Zoning Map.
- Q. Any ordinance relating to or establishing a pension plan or pension fund for municipal employees.
- R. Any legislation relating to police pensions.
- S. Any legislation relating to nonuniform employee pensions.
- T. Any legislation regulating traffic, including but not limited to parking, stopping, weight limits, and speed limits.

U. Any land use and development legislation, including but not limited to subdivision of land, zoning, and flood damage prevention.

V. Any ordinance relating to water conservation.

§ 1-5. Inclusion of new legislation prior to adoption of Code.

All ordinances and resolutions of a general and permanent nature adopted subsequent to the date given in § 1-4A and/or prior to the date of adoption of this ordinance are hereby deemed to be a part of the Code and shall, upon being printed, be included therein. Attested copies of all such ordinances and resolutions shall be temporarily placed in the Code until printed supplements are included.

§ 1-6. Changes and revisions in previously adopted legislation; new provisions.

A. *Nonsubstantive grammatical changes.* In compiling and preparing the ordinances and resolutions of the township for adoption and revision as part of the Code, certain nonsubstantive grammatical and style changes were made in one or more of said ordinances and resolutions. It is the intention of the Board of Supervisors that all such changes be adopted as part of the Code as if the ordinances and resolutions so changed had been previously formally amended to read as such.

B. *Substantive changes and revisions.* In addition to the changes and revisions described above, changes and revisions of a substantive nature are hereby made to various ordinances and resolutions included in the Code as set forth in Schedule A¹ attached hereto and made a part hereof. These changes are made to bring provisions into conformity with the desired policies of the Board of Supervisors, and it is the intent of the Board of Supervisors that all such changes be adopted as part of the Code as if the legislation so changed have been previously formally amended to read as such. All such changes and revisions shall be deemed to be in effect as of the effective date of the Code specified in § 1-15.

C. Nomenclature changes. The following changes have been made throughout the Code:

- (1) "Justice of the Peace" and "District Magistrate" are hereby amended to read "District Justice."
- (2) "Burgess" is hereby amended to read "Mayor"
- (3) "Department of Environmental Resources" is hereby amended to read "Department of Environmental Protection."

¹ Editor's Note: In accordance with § 1-6D, the chapters, parts, and sections which were added, amended, adopted, or deleted by this ordinance are indicated throughout the Code by a footnote referring to Chapter 1, General Provisions, Article I. During routine supplementation, footnotes indicating amendments, additions, or deletions will be replaced with the following history: "Amended (added, deleted) 12-9-1997 by Ord. No. 97-10." Schedule A, which contains a complete description of all changes, is on file in township offices.

(4) “Department of Community Affairs” is hereby amended to read “Department of Community and Economic Development.”

§ 1-7. Interpretation of provisions.

In interpreting and applying the provisions of the Code, they shall be held to be the minimum requirements for the promotion of the public health, safety, comfort, convenience, and general welfare. Where the provisions of the Code impose greater restrictions or requirements than those of any statute, other ordinance, resolution, or regulation, the provisions of the Code shall control. Where the provisions of any statute, other ordinance, resolution, or regulation impose greater restrictions or requirements, the provisions of such statute, other ordinance, resolution, or regulation shall control.

§ 1-8. Titles and headings; editor’s notes.

A. Chapter and article titles, headings, and titles of sections and other divisions in the Code or in supplements made to the Code are inserted in the Code and may be inserted in supplements to the Code for the convenience of persons using the Code and are not part of the legislation.

B. Editor’s notes indicating sources of sections, giving other information or referring to the statutes or to other parts of the Code are inserted in the Code and may be inserted in supplements to the Code for the convenience of persons using the Code and are not part of the legislation.

§ 1-9. Filing of copies of Code.

Three copies of the Code in a post-bound volume shall be filed with the Ordinance Book in the office of the Township Secretary and shall remain there for use and examination by the public. Upon adoption, such copies shall be certified to by the Township Secretary, as provided by law, and such certified copies shall remain on file in the office of the Township Secretary, available to persons desiring to examine the same during all times while said Code is in effect.

§ 1-10. Amendments to Code.

Any and all additions, deletions, amendments, or supplements to the Code, when passed and adopted in such forms as to indicate the intention of the Board of Supervisors to be a part thereof, shall be deemed to be incorporated into such Code so that references to the Code shall be understood and intended to include such changes. Whenever such additions, deletions, amendments, or supplements to the Code shall be adopted, they shall thereafter be printed and as provided hereunder, inserted in the post-bound book containing said Code as amendments and supplements thereto.

§ 1-11. Code books to be kept up-to-date.

It shall be the duty of the Township Secretary or someone authorized and directed by him or her to keep up-to-date the certified copies of the book containing the Code required to be filed in the office of the Township Secretary for the use of the public. All changes in said Code and all legislation adopted by the Board of Supervisors subsequent to the effective date of this codification which the Board of Supervisors shall adopt specifically as part of the Code shall, when finally adopted, be included therein by reference until such changes or new legislation are printed as supplements to said Code books, at which time such supplements shall be inserted therein.

§ 1-12. Publication of notices.

The Township Secretary, pursuant to law, shall cause to be published in the manner required a notice of the introduction and of the adoption of the Code in a newspaper of general circulation in the township. The enactment and application of this ordinance, coupled with the publication of the notices of introduction and adoption, as required by law, and the availability of copies of the Code for inspection by the public, shall be deemed, held, and considered to be due and legal publication of all provisions of the Code for all purposes.

§ 1-13. Altering or tampering with Code; penalties for violation.

Any person who violates or permits a violation of this chapter, upon being found liable therefor in a civil enforcement proceeding, shall pay a fine of not more than \$600, plus all court costs, including reasonable attorney's fees, incurred by the township in the enforcement of this chapter. No judgment shall be imposed until the date of the determination of the violation by the District Justice and/or Court. If the defendant neither pays nor timely appeals the judgment, the township may enforce the judgment pursuant to the applicable rules of civil procedure. Each day a violation exists shall constitute a separate offense. Further, the appropriate officers or agents of the township are hereby authorized to seek equitable relief, including injunction, to enforce compliance herewith.

§ 1-14. Severability.

The provisions of this ordinance and of the Code adopted hereby are severable, and if any clause, sentence, subsection, section, article, chapter, or part thereof shall be adjudged by any court of competent jurisdiction to be illegal, invalid, or unconstitutional, such judgement or decision shall not affect, impair, or invalidate the remainder thereof but shall be confined in its operation and application to the clause, sentence, subsection, section, article, chapter, or part thereof rendered. It is hereby declared to be the intent of the Board of Supervisors that this ordinance and the Code would have been adopted if such illegal, invalid, or unconstitutional clause, sentence, subsection, section, article, chapter, or part thereof had not been included therein.

§ 1-15. Effective Date.

All provisions of this ordinance and of the Code shall be in force and effect on and after December 9, 1997.

Chapter 5

AUTHORITIES, MUNICIPAL

ARTICLE I

Municipal Authority

§ 5-1. Establishment of Authority

ARTICLE II

Sanitary Authority

ARTICLE III

Guaranty agreement between LTMA and Township

§ 5-10. Agreement

§ 5-11. Directed to execute

§ 5-12. Debt documents

§ 5-13. Useful life

§ 5-14. Assignment

§ 5-15. Determination

§ 5-16. LGUDA requirements

§ 5-17. Repealer.

§ 5-18. Effective date.

[HISTORY: Adopted by the Board of Supervisors of the Township of Ligonier as indicated in article histories. Amendments noted where applicable.]

General References: Sewers – see Chapter 76.

ARTICLE I

Municipal Authority

[Adopted 3-3-1965 by Ord. No. 1965-12²]

§ 5-1. Establishment of Authority.

In compliance with the requirements of the Municipal Authorities Act of 1945, approved the 2nd day of May, 1945, P.L. 382 as amended,³ and pursuant to Ordinance adopted by the municipal

² Editor's Note: Resolution No. 84-3, adopted 11-13-1984, transferred operation of the sewer system from the Sanitary Authority to the Municipal Authority, effective January 1, 1985. A resolution adopted 2-12-1991 returned sewer operations to the Sanitary Authority and appointed five members to the Sanitary Authority Board.

³ Editor's Note: See 53 P.S. § 301 et seq.

authorities of the Township of Ligonier, Westmoreland County, Pennsylvania, that a Municipal Authority be established under the provisions of the aforementioned law, the Township of Ligonier, Westmoreland County, Pennsylvania, desiring that a Municipal Authority be established and that a Certificate of Incorporation be issued to said Authority, does hereby certify:

A. The name of the Authority shall be: LIGONIER TOWNSHIP MUNICIPAL AUTHORITY, Westmoreland County, Pennsylvania.

B. The Authority is formed under the Act of May 2nd, 1945, P.L. 382, as amended.

C. No other Authority has been organized under the provisions of this Act, or the Act approved the 28th day of June, 1935, P.L. 463, and is in existence within said Townships.

D. The name of the incorporating municipality is the Township of Ligonier, Westmoreland County, Pennsylvania.

E. The names and addresses of the members of the Board of Supervisors of the Township of Ligonier and County of Westmoreland, Commonwealth of Pennsylvania, are as follows.⁴

F. The names and addresses and terms of office of the first members of the Board of said Authority are as follows.⁵

G. The term of existence of the Authority is increased to a date fifty (50) years from the date of approval of the Articles of Amendment. [**Amended 12-8-1992 by Res. No. 92-12**]

ARTICLE II
Sanitary Authority
[**Adopted 5-11-1975 by Ord. 71-5**]

Article II, Sanitary Authority, which was adopted 5-11-1971 by Ord. 71-5, was repealed 1-23-2002 by Ord. No. 02-OR-01.

⁴ Editor's Note: Said names and addresses of the 1965 Board of Supervisors of the Township of Ligonier are on file in the township offices.

⁵ Editor's Note: Said names, addresses, and terms of office of the first members of the Board of the Municipal Authority are on file in the township offices.

ARTICLE III
**RUS Guaranty Agreement between Ligonier Township Municipal Authority and the
Township of Ligonier**
[Adopted 6-11-2013 by Ord. No. 2013-OR-01]

§ 5-10. Agreement

The Township of Ligonier shall enter into an agreement with the Ligonier Township Municipal Authority substantially in the form of the RUS Guaranty Agreement with Maximum Stated Debt Service attached to the enabling ordinance as Exhibit “I” and the RUS Guaranty Agreement attached to the enabling ordinance as Appendix A.

§ 5-11. Directed to execute

The Chairman or Vice Chairman of the Board of Township Supervisors is hereby directed to execute, on behalf of the Township, an agreement substantially in the form of the said RUS Guaranty Agreement, which RUS Guaranty Agreement when consummated shall be sealed and attested to by the Township Secretary, shall be delivered to the other parties thereto, and shall, after proper filing and approvals, be “excluded self-liquidating lease rental debt” of the Township of Ligonier to the extent of said proposed \$3,171,000 Guaranteed Sewer Revenue Bond, No. AR-1, as guaranteed by said RUS Guaranty Agreement. The Board of Township Supervisors also hereby approves the preparation of the Consulting Engineers’ Report qualifying the bond as self-liquidating debt under the Act and hereby determines and signifies that the Board of Supervisors has previously been provided with realistic cost estimates for said project.

§ 5-12. Debt documents

The Chairman or Vice Chairman of the Board of Township Supervisors and the Township Secretary are hereby further directed to prepare, execute, and verify under oath and on behalf of the Township a “Debt Statement”, and “Borrowing Base Certificate”, and a related “Self-Liquidating Debt Exclusion Certificate” of the Township for said RUS Guaranty Agreement in order to make effective the aforementioned RUS Guaranty Agreement as to the Township, and to submit the same, together with an executed “Application for Approval” of said RUS Guaranty Agreement and the necessary filing fee, to the Department of Community and Economic Development pursuant to the Local Government Unit Debt Act, as promptly as practicable. Upon approval by the Department of Community and Economic Development, the approved “Application” and approved “Self-Liquidating Debt Exclusion Certificate” shall be promptly filed with the Records of the Township. Said officers are also hereby further authorized and directed to perform all other acts and do all other things necessary to obtain said approval and perfect such exclusion.

§ 5-13. Useful life

The Board of Township Supervisors hereby determines and finds that the useful life of said proposed Sewer System as acquired and approved shall be in excess of fifty (50) years, and the estimated time for substantial completion of said anticipated Sewer Construction Project is not longer than nine (9) months.

§ 5-14. Assignment

The Board of Township Supervisors hereby authorizes and consents to the Assignment by the Authority of its rights under said RUS Guaranty Agreement to the United States of America, and its successor or assigns, in conjunction with said Guaranteed Sewer Revenue Bond, No. AR-1.

§ 5-15. Determination

The Township and the Authority have determined that under the present market conditions it is in the best financial interests of the Township and the Authority that the Authority issue said Guaranteed Sewer Revenue Bond, No. AR-1 to the United States of America, acting through the Rural Utilities Service (“RUS”), the United States Department of Agriculture, pursuant to a private sale by negotiation and authorizes any and all actions required by the Board of Township Supervisors, as guarantor under said RUS Guaranty Agreement (“Guarantor”), including adoption of an ordinance entering in to the RUS Guaranty Agreement and the execution and delivery thereof, as approved under the Debt Act.

§ 5-16. LGUDA requirements

The Board of Township Supervisors hereby authorizes and directs the proper officers of the Township to perform any and all other acts necessary and proper to be done as required by the Local Government Unit Debt Act in connection with the financing of said project through the Guaranteed Sewer Revenue Bond, No. AR-1, and related RUS Guaranty Agreement.

§ 5-17. Repealer.

All ordinances or resolutions or parts of ordinances or resolutions not in accord with this Ordinance are hereby repealed insofar as they affect this Ordinance.

§ 5-18. Effective date.

This Article shall take effect five (5) days after its final enactment and its second and final advertisement.

Chapter 9

BOARDS AND COMMISSIONS

ARTICLE 1

(Reserved)

§ 9-1. through § 9-3 (Reserved)

ARTICLE II

Planning Commission

§ 9-4. Intent to organize

§ 9-5. Membership and terms; vacancies.

§ 9-6. Powers and duties.

§ 9-7. Acceptance of funds.

ARTICLE III

Recreation Board

§ 9-8. Creation of Recreation Board.

§ 9-9. Authority of Ligonier Township Recreation Board.

§ 9-10. Membership and Tenure.

§ 9-11. Bylaws Authorized.

§ 9-12. Effective Date.

[HISTORY: Adopted by the Board of Supervisors of the Township of Ligonier: Art. I, 2-13-1973 by Res. No. 73-3; Art. II, at time of adoption of Code (see Ch. 1, General Provisions, Art. I) and then restated 12-9-1997 by Ord. No. 97-10; Art III, 6-5-2001 by Ordinance No. 2001-19. Amendments noted where applicable]

General References: Municipal Authority – See Chapter 5, Art. I.

Zoning Hearing Board – See Chapter 120, Art. XVII

ARTICLE I⁶
(Reserved)

§§ 9-1 through 9-3. (Reserved)

⁶ Editor's Note: Former Art. I, Waterford Waterworks Commission, adopted 2-13-1973 by Res. No. 73-3, as amended, was repealed 7-20-2000 by Ord. No. 2000-12. Any and all duties and responsibilities heretofore performed by the Waterford Waterworks Commission pursuant to former § 9-2 shall be the responsibility of the Board of Supervisors of Ligonier Township or its duly appointed agent or manager. See now Ch. 115, Water Rents, Art. I.

ARTICLE II
Planning Commission⁷
[Adopted 12-9-1997 by Ord. No. 97-10]

§ 9-4. Intent to organize.

The Board of Supervisors of the Township of Ligonier hereby signifies its intention and desire to organize a Planning Commission under the provisions of the Pennsylvania Municipalities Planning Code, Act 247 of July 31, 1968, as amended.⁸

§ 9-5. Membership and terms; vacancies.⁹

The Planning Commission shall consist of five members and two alternates who shall serve 5 year terms. Said alternates shall be designated as alternate 1 and alternate 2. If one planning commission members is absent, alternate 1 shall be a voting member. Should two members be absent, both alternate 1 and alternate 2 shall be voting members. Planning Commission members shall have their primary residency in the Township of Ligonier.¹⁰

§ 9-6. Powers and Duties.

The Planning Commission shall have those powers and duties prescribed by Section 209.1 of the Pennsylvania Municipalities Planning Code (53 P.S. § 10209.1).

§ 9-7. Acceptance of funds.

The Planning Commission may, with the consent of the governing body, accept and utilize any funds, personnel, or other assistance made available by the county, the commonwealth, or the federal government or any of their agencies or from private sources. The governing body may enter into agreements or contracts regarding the acceptance or utilization of the funds or assistance in accordance with the governmental procedures of the municipality.

⁷ First Planning Commission was adopted 4-4-1966, amended at time of adoption of code.

⁸ Editor's Note: See 53 P.S. § 10101 et seq.

⁹ Section 9-5 replaced August 2018, by Ordinance No. 03-2018

¹⁰ Residency requirement amended 10-25-2022 by Ordinance No. 2022-OR-05

ARTICLE III
Recreation Board
[Adopted 6-5-2001 by Ordinance No. 2001-19]

§ 9-8. Creation of Recreation Board.

The Board of Supervisors of Ligonier Township hereby creates the Ligonier Township Recreation Board.

§ 9-9. Authority of Ligonier Township Recreation Board.

The Ligonier Township Recreation Board shall have the authority to supervise, regulate, equip, and maintain township-funded recreation programs and facilities in Ligonier Township, exercise powers and functions concerning parks and recreation facilities as may be delegated to it, by Resolution, or otherwise, and advise the Board of Supervisors on all township matters pertaining to recreation programs and facilities. The Ligonier Township Recreation Board shall not have the power to incur debt unless or until authorized by the Board of Supervisors.

§ 9-10. Membership and Tenure.

A. The Board shall consist of seven (7) Voting Members and a maximum of three Alternative Voting Members who shall serve and vote at any meeting when Voting Members are absent or unavailable for any reason or when a vacancy exists and a quorum must be met to conduct business. Beginning with the Terms of Office commencing on the third Wednesday in June, 2003, Voting Members shall be appointed by the Ligonier Township Board of Supervisors for a term of five (5) years and beginning in January, 2006, there may be a maximum of three (3) Alternate Voting Members appointed to the Recreation Board. Alternate Voting Members shall exercise all the rights, privileges, and responsibilities in the same manner as a Voting Member of the Board when called upon to act to meet the quorum requirements.¹¹

B. All persons appointed shall serve their full terms unless voluntarily resigned or removed by the Board of Supervisors for cause, dereliction, or neglect of duty.

C. Vacancies occurring other than by expiration of term shall be for the unexpired term and shall be filled in the same manner as original appointments.

D. The Voting Members and Alternate Voting Members of the Recreation Board shall have their primary residence in the Township of Ligonier.¹²

§ 9-11. Bylaws Authorized.

¹¹ Section A amended 3-14-2006 by Resolution Number 2006-R-07.

¹² Section D added 10-11-2022 by Ordinance Number 2022-OR-03.

The Ligonier Township Recreation Board is empowered to formulate and adopt bylaws for its operation.

§ 9-12. Effective Date.

The effective date of this ordinance shall be the fifth day after adoption of the Ordinance by the Board of Township Supervisors.

Chapter 12

COUNCIL OF GOVERNMENTS

§ 12-1. Formation of Council.

§ 12-2. Authorization of membership; ratification of bylaws.

[HISTORY: Adopted by the Board of Supervisors of the Township of Ligonier 2-21-1997 by Ord. No. 97-3. Amendments noted where applicable.]

General References: Local Government Investment Trust – See Ch. 18.

§ 12-1. Formation of Council.

Pursuant to the Intergovernmental Cooperation Act,¹³ the Township of Ligonier may from time to time enter into a Council of Governments with other municipalities for purposes which the township deems to be in its best interest and for the general welfare of its residents. The township is further authorized to enter into any and all agreements and to take whatever action is necessary to effectuate the formation, operation, and financing of a Council of Governments in which it desires to participate.

§ 12-2. Authorization of membership; ratification of bylaws.

The township authorizes its membership in the Indiana-Westmoreland Council of Governments (COG) for the purposes of entering into bulk contracts, whether it is for fuel, supplies, road materials, or any other item or material which through the purchase of the COG would ensure quality as well as price and would benefit the residents of the township. In entering into this Council of Governments, the Supervisors of the Township of Ligonier hereby ratify the bylaws adopted by the Indiana-Westmoreland Council of Governments, a copy of which are attached to this chapter as Appendix A¹⁴ and are incorporated herein by reference, which sets forth the structure of the Council of Governments, the manner and extent of financing, the duration, and the organizational structure necessary to implement this Council of Governments.

¹³ Editor's Note: See 53 Pa.C.S.A. § 2301 et seq.

¹⁴ Editor's Note: Said bylaws are on file in the township offices.

Chapter 14

DRUG TASK FORCE

- § 14-1. Intent.
- § 14-2. Intergovernmental cooperative activities
- § 14-3. Utilization of police force.
- § 14-4. Establishment of procedures.
- § 14-5. Commencement and termination of agreement.
- § 14-6. Purpose and objective of agreement.
- § 14-7. Financing of agreement.
- § 14-8. Organization structure.
- § 14-9. Acquisition, management, and disposal of property.
- § 14-10. Responsibility for management of employees.

[HISTORY: Adopted by the Board of Supervisors of the Township of Ligonier 4-4-2000 by Ord. No. 2000-7. Amendments noted where applicable.]

§ 14-1. Intent.

The Township of Ligonier has evidenced its intent to participate in the municipal drug task force activities in cooperation with the Commonwealth's Office of Attorney General designed to interdict the illegal use and trafficking of narcotics and other illegal drugs within its municipal boundaries as well as within the boundaries of nearby communities.

§ 14-2. Intergovernmental cooperative activities

This agreement may include intergovernmental cooperative activities with adjacent and nearby municipal governments as part of a regional effort to interdict illegal drug activities.

§ 14-3. Utilization of police force.

The Township of Ligonier shall utilize the services of its police force, both full-time as well as part-time, under the conditions set forth in the agreement and in compliance with the Municipal Police Jurisdiction Act, 42 Pa. C.S.A. §8953.

§ 14-4. Establishment of procedures.

The Township of Ligonier shall establish, pursuant to the terms of the agreement which is attached hereto and incorporated as part of this article,¹⁵ appropriate procedures to comply with

¹⁵ Editor's Note: A copy of this agreement is on file in the township offices.

all relevant provisions of the agreement and relevant regulations, direction, and guidance from the Office of the Attorney General.

§ 14-5. Commencement and termination of agreement.

The terms of the agreement shall commence on April 4, 2000, and may be terminated at any time upon 30 days' written notice.

§ 14-6. Purpose and objective of agreement.

The purpose and objective of the agreement include region-wide coordination of municipal police activities in an effort to combat illegal narcotics and drug trafficking.

§ 14-7. Financing of agreement.

The agreement shall be financed with assistance of funds supplied by the Office of the Attorney General of the Commonwealth of Pennsylvania.

§ 14-8. Organization structure.

The organizational structure necessary to implement the terms of this agreement shall be covered by directives, procedures, and guidance from the Office of the Attorney General and other area police departments.

§ 14-9. Acquisition, management, and disposal of property.

All property, real or personal, acquired, managed, or disposed of pursuant to this agreement shall be in accordance with both the terms of the agreement as well as the directives, procedures, and guidance of the Office of the Attorney General.

§ 14-10. Responsibility for management of employees.

The municipality shall retain responsibility for the management, control, and direction of its employees with assistance, financial or otherwise, from the Office of the Attorney General.

Chapter 16

HEALTH CARE FOR NON-UNION EMPLOYEES

§ 16-1. Health Care for Non-Union Employees

[HISTORY: Adopted by the Board of Supervisors of the Township of Ligonier 11-8-2016 by Res. No. 2016-R-19. Amended 3-14-2023 by Ord. No. 2023-O-03.]

§ 16-1. Health care for non-union employees.

The following shall apply to all full-time non-union employees of the Township who are eligible to receive health care through the Township.

- A. Any such employee who declines Health Care shall be provided an amount of one thousand dollars per quarter (\$1,000), or a maximum of four thousand dollars per year (\$4,000).
 1. If an employee leaves prior to the last day of the quarter, whether by resignation, death, retirement, or any other reason other than that listed below in subsection (2), such employee shall be paid a pro-rated portion of the quarterly payment.
 2. If an employee is terminated for cause, such employee shall not be paid a pro-rated portion of the quarterly payment.
- B. Said stipend is not available to any employee who is signatory to a contract that does not call for such payment.
- C. The health care provided will be single coverage only. Family coverage can be purchased by the employee through the Township at the Township rate.
- D. Each employee selecting coverage will pay ten percent (10%) of the Township's costs for said policy.
- E. For the purposes of this Chapter, Health Care is defined as health insurance coverage, dental coverage, and vision coverage. It shall not include any other supplemental benefits, such as life insurance, accidental death & dismemberment coverage, or other benefits.
- F. The above shall apply to non-union employees only, and shall in no way infringe upon the collective bargaining process.

Chapter 17

INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE TOWNSHIP OF LIGONIER AND THE BOROUGH OF LIGONIER

§17-1. Agreement.

§17-2. Term.

§17-3. Provisions.

§17-4. Purpose and objective.

§17-5. Financing and organization.

§17-6. Property.

§17-7. No new entity.

§17-8. Effective date.

§17-9. Effective date.

[HISTORY: Adopted by the Board of Supervisors of the Township of Ligonier 11-1-2011 by Ord. No. 2011-OR-05. Amendments noted where applicable.]

§17-1. Agreement.

The Board of Supervisors of Ligonier Township and the Council of the Borough of Ligonier have agreed to enter into an Intergovernmental Cooperation Agreement for each municipality's performance of certain duties and the exercise of certain governmental powers and functions on behalf of the other under the provisions of

§17-2. Term.

The term of the Intergovernmental Cooperation Agreement shall be perpetual with the condition that either the Township of Ligonier (hereinafter "Township") or the Borough of Ligonier (hereinafter "Borough") may terminate said Agreement upon six (6) months written notice to the other municipality.

§17-3. Provisions.

The final Intergovernmental Cooperation Agreement between Township and Borough shall, at a minimum, include provisions as set forth below for cooperation between the two municipalities:

- A. Township and Borough agree to cooperate with each other as follows:
1. To enter into the jurisdiction of the requesting municipality along with any employees, agents, professionals, and equipment necessary for performance of requested governmental services;
 2. To perform any governmental, recreation, or public works services that shall be requested by either municipality;

3. To complete all tasks required to assure;
4. To retain responsibility for the management, control, and direction of proper delivery, performance, and completion of any governmental service requested by either municipality its employees, agents, and professionals to perform its duties and services under this Agreement.

§17-4. Purpose and objective.

The purpose and objective of this Chapter and the Agreement for services between Township and Borough is to promote efficiency in government and to avoid duplication of services through intergovernmental cooperation.

§17-5. Financing and organization.

There is no financing required or additional organizational structure necessary to implement the Intergovernmental Cooperation Agreement.

§17-6. Property.

There is no real or personal property being acquired, managed, licensed, or disposed of by the Intergovernmental Cooperation Agreement.

§17-7. No new entity.

There is no new entity being created by the Intergovernmental Cooperation Agreement.

§17-8. Effective date.

The Intergovernmental Cooperation Agreement shall become effective when adopted by both Township and Borough.

§17-9. Effective date.

This Chapter shall be effective five (5) days from the date of adoption by the Board of Supervisors.

Chapter 18

INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE LIGONIER VALLEY POLICE DEPARTMENT

§ 18-1. Intergovernmental Cooperation Agreement.

§ 18-2. Addendum.

[HISTORY: Adopted by the Board of Supervisors of the Township of Ligonier 12-11-2018 by Ord. No. 2018-03. Amendments noted where applicable.]

§ 18-1. Intergovernmental Cooperation Agreement.

- A. An Intergovernmental Cooperation Agreement between the Township of Ligonier and the Ligonier Valley Police Department for the provision of health care and vehicle fuel.
- B. Pursuant to the terms of said Intergovernmental Cooperation Agreement, the Township of Ligonier shall provide health care coverage to the employees of the Ligonier Valley Police Department according to the Ligonier Township health care policy, hereby attached as exhibit A.
- C. The Chairman of the Board of Supervisors of the Township of Ligonier and the Secretary of the Township of Ligonier are hereby authorized to execute said Intergovernmental Cooperation Agreement on behalf of the Township, and to bind the Township of Ligonier to its terms.

§ 18-2. Addendum.

- A. Be it ordained that this Chapter shall also include the following services:
 - 1. Life insurance services.
 - 2. Long Term Disability.
 - 3. Dental.
 - 4. Vision.
 - 5. Short term disability.
 - 6. Any other benefits specified in the Ligonier township police contract.

Chapter 19

CREATION OF LIGONIER VALLEY POLICE DEPARTMENT, ABOLISHING THE EXISTING TOWNSHIP POLICE DEPARTMENT

- § 19-1. Intergovernmental agreement authorization.
- § 19-2. Ligonier Valley Police Department.
- § 19-3. Duties of Department established.
- § 19-4. Appropriations authorized.
- § 19-5. Commission established.
- § 19-6. Property and equipment.
- § 19-7. Powers of Commission.
- § 19-8. Ligonier Township Police Department.

[HISTORY: Adopted by the Board of Supervisors of the Township of Ligonier 12-11-2018 by Ord. No. 04-2018. Amendments noted where applicable.]

§ 19-1. Intergovernmental agreement authorization.

Ligonier Township is hereby authorized to join with the Ligonier Borough in accordance with the Pennsylvania Intergovernmental Cooperation Act of July 12, 1972, No. 180, as amended (53 P.S. §481, et seq.), by entering into an Agreement with each other to provide for mutual police protection within the municipal limits of each municipality, which Agreement shall be approved and adopted by Resolution of the Board of Supervisors of Ligonier Township with the same effect as if it has been set forth verbatim in this section and a copy of which shall be filed with the minutes of the meeting at which said Agreement is adopted.

§ 19-2. Ligonier Valley Police Department.

The new police department shall be known as the Ligonier Valley Police Department and shall be organized as an unincorporated association. Said Ligonier Valley Police Department shall have perpetual existence, unless terminated sooner in accordance with the terms of its charter or by an ordinance of the Township of Ligonier. The Ligonier Valley Police Department shall become effective and operational on January 1, 2019, at 12:01 AM eastern time zone.

§ 19-3. Duties of Department established.

The Board of Supervisors of Ligonier Township hereby expressly delegates to the Ligonier Valley Police Department those powers and duties of a police department established pursuant to the Second Class Township Code. The Ligonier Valley Police Department shall establish and operate a police department for the purpose of providing protection to persons and property within the corporate boundaries of Ligonier Township and Ligonier Borough, in Westmoreland

County, Pennsylvania. The purpose and objectives of the Agreement shall be to provide broader and more comprehensive police protection and law enforcement services on a more economical basis within the municipal limits of both municipalities by the consolidation of said separate police departments into a new joint police department to be known as the Ligonier Valley Police Department, which new consolidated police department shall provide police protective services throughout the municipal limits of both municipalities.

§ 19-4. Appropriations authorized.

The total cost of operating and maintaining the consolidated Ligonier Valley Police Department is to be financed by annual budget appropriations made by each participating municipalities toward such total cost in the manner and subject to the conditions as set forth in the Agreement.

§ 19-5. Commission established.

The Ligonier Valley Police Department is to be under the general supervision and control of a joint board to be known as the Ligonier Valley Police Commission, consisting of two elected officials from each municipality, and one non-elected resident from Ligonier Township. The one non-elected resident from Ligonier Township shall be chosen by a majority vote of the other members of the joint board. The organization structure of the consolidated police department shall be as provided in the Agreement.

§ 19-6. Property and equipment.

The Agreement shall provide that all of the existing property and equipment of each police department shall be contributed or transferred to the Ligonier Valley Police Department. Thereafter all new purchases of property or equipment are to be made and disposed of as provided in said Agreement.

§ 19-7. Powers of Commission.

The Ligonier Valley Police Commission created pursuant to this Chapter shall be empowered to enter into contracts for the purchase of property, equipment, materials and supplies, and shall be authorized to enter into contracts for policies of group insurance and employee benefits, including social security, for its employees, subject to the budgetary restrictions and other provisions contained in said Agreement, and shall have all other powers and authority as provided in said Agreement and not otherwise denied to it or withheld by the laws of the Commonwealth of Pennsylvania.

§ 19-8. Ligonier Township Police Department.

Upon the effective date of the Agreement authorized by this chapter or at such time as the Ligonier Valley Police Department becomes operative as set forth in the said Agreement, whichever shall occur later, the existing Ligonier Township Police Department shall be abolished effective 11:59 PM on December 31, 2018. Prior to such time and after such time that the Ligonier Valley Police Department is not operative due to expiration or termination of the Agreement, a Police Department for the Township of Ligonier is authorized, recognized, established, and reestablished as follows:

- A. The Chief of Police shall be the chief executive of the Police Department. He shall, under the direction of the Board of Supervisors, be in charge of the police department and have supervision over its members, in the exercise of their powers, duties, and authority.
- B. Subordinate to the Chief of Police in the Police Department, the following classifications are hereby established: Assistant Chief, Lieutenant, Sergeant, Detective, and Patrolman. The priority of authority among such subordinate classifications shall be in the order above listed. The number of persons to serve in such subordinate classifications, on a full-time or part-time basis, and the compensation of each, shall be determined by Board of Supervisors from time to time. The next highest ranking active police officer shall be in the absence of the Chief of Police, assume all duties of the Chief of Police.
- C. Nothing herein contained shall affect the authority of the Board of Supervisors to appoint special policemen.

Chapter 20

LOCAL GOVERNMENT INVESTMENT TRUST

§ 20-1. Participation in Trust.

§ 20-2. Authority to purchase and redeem shares.

§ 20-3. Custody of funds.

§ 20-4. Findings and determinations.

[HISTORY: Adopted by the Board of Supervisors of the Township of Ligonier 4-25-1994 by Ord. No. 95-7. Amendments noted where applicable.]

§ 20-1. Participation in Trust.

Ligonier Township shall join with other local governmental units in accordance with the Intergovernmental Cooperation Act¹⁶ and other similar acts by becoming a settlor of the Pennsylvania Local Government Investment Trust (the “Trust”) and entering into the Declaration of Trust,¹⁷ which is adopted by reference with the same effect as if it had been set out verbatim in this section and a copy of which shall be filed with the minutes of the meeting at which this chapter was adopted.

§ 20-2. Authority to purchase and redeem shares.

Ligonier Township is authorized to purchase shares in the Trust from time to time with available funds and to redeem some or all of those shares from time to time as funds are needed for other purposes, subject to the terms and restrictions of the Declaration of Trust referred to in § 18-1. These actions are to be taken by the officers designated for this purpose, pursuant to general or specific instructions by the governing body of Ligonier Township.

§ 20-3. Custody of funds.

The Trustees of the Trust are designated as having official custody of Ligonier Township funds which are invested by the purchase of shares in the Trust.

§ 20-4. Findings and determinations.

As required by the Intergovernmental Cooperation Act, the following matters are specifically found and determined:

¹⁶ Editor’s Note: See 53 Pa. C.S.A. § 2301 et seq.

¹⁷ Editor’s Note: Said Declaration of Trust is on file in the township offices.

- A. The conditions of the agreement are set forth in the Declaration of Trust referred to in § 18-1.
- B. Ligonier Township's participation in the Trust shall be terminable at any time by ordinance, subject to the terms and restrictions of the Declaration of Trust referred to in § 18-1.
- C. The Declaration of Trust and the purchase of its shares are for the purpose of investing Ligonier Township's funds in obligations which are otherwise legal investments, as part of a pooled arrangement with other local governmental units, thereby achieving economic and other advantages of pooled investments; and the powers and scope of authority delegated are set forth in the Declaration of Trust referred to in § 18-1.
- D. It is not necessary to finance the agreement authorized herein from funds of Ligonier Township except through the purchase of shares in the trust.
- E. The Trust shall be managed by a Board of Trustees as set forth in the Declaration of Trust and the bylaws provided for therein.
- F. Shares may be repurchased and redeemed from time to time as Ligonier Township may determine to be necessary or appropriate to meet its cash investment requirements in accordance with the terms and restrictions of the Declaration of Trust referred to in § 18-1.
- G. The Trust shall be empowered to enter into contracts for policies for group insurance and employee benefits, including social security, for its employees.

Chapter 24

PENSIONS AND RETIREMENT

ARTICLE I

Risk Management Worker's Compensation Pool

- § 24-1. Authorization to execute documents.
- § 24-2. Duration of agreement.
- § 24-3. Purpose and objectives.
- § 24-4. Powers; scope of authority.
- § 24-5. Appropriation of funds.
- § 24-6. Organizational structure.
- § 24-7. Acquisition of property.
- § 24-8. Benefits contracts.

ARTICLE II

Police Pension Fund

- § 24-9. Normal retirement age.
- § 24-10. Retirement benefits.
- § 24-11. Accrued benefit.
- § 24-12. Disability retirement.
- § 24-13. Death Benefits.
- § 24-14. Members' contributions.
- § 24-15. Administration.
- § 24-16. Termination of employment.
- § 24-17. Military service.

ARTICLE III

Nonuniform Employee Pension.

- § 24-21. Definitions.
- § 24-22. Eligibility.
- § 24-23. Contributions.
- § 24-24. Allocation of contributions.
- § 24-25. Investments.
- § 24-26. Valuation of assets.
- § 24-27. Benefits.
- § 24-28. Payment of benefits.
- § 24-29. Termination of employment.
- § 24-30. Administration.
- § 24-31. The pension fund.
- § 24-32. Amendment and termination.
- § 24-33. Funding standard requirements.
- § 24-34. Miscellaneous.

[HISTORY: Adopted by the Board of Supervisors of the Township of Ligonier as indicated in article histories. Amendments noted where applicable.]

ARTICLE I
Risk Management Workers' Compensation Pool
[Adopted 6-26-1992 by Ord. No. 92-5]

§ 24-1. Authorization to execute documents.

The proper municipal officers are hereby authorized to execute and deliver the following documents, which documents are attached hereto and made a part hereof and which may be inspected by any interested citizen at the office of the Municipal Secretary/Treasurer:

- A. The Municipal Risk Management Workmen's Compensation Pooled Trust Agreement (hereafter, the "agreement").
- B. The participant application.

§ 24-2. Duration of agreement.

The duration of the term of the agreement is four years from the date of admission to the Trust as a participant.

§ 24-3. Purpose and objectives.

The purpose and objectives of the agreement are set forth in Article V of the agreement.

§ 24-4. Powers; scope of authority.

The powers and scope of authority delegated are set forth in Article II, Article V, Article VI, Article VIII, and Article IX of the agreement.

§ 24-5. Appropriation of funds.

The funds for meeting the obligations of the political subdivision under the agreement shall be appropriated from the general funds of the political subdivision.

§ 24-6. Organizational structure.

The organizational structure necessary to implement the agreement consists of the Trust, trustees, service agents, and fiscal agents created by the agreement.

§ 24-7. Acquisition of property.

Property acquired for purposes of the Trust shall be acquired, managed, and disposed of under the terms of the attached Trust agreement.¹⁸

§ 24-8. Benefits contracts.

The Trust shall be empowered to enter into contracts for policies of group insurance and employee benefits, including social security for its employees.

¹⁸ Editor's Note: Said agreement is on file in the township offices.

ARTICLE II
Police Pension Fund¹⁹
[Adopted 8-10-1999 by Ord. No. 99-14²⁰]

§ 24-9. Normal retirement age.

A. An officer will be eligible for full pension after completion of 25 years of aggregate credited police service with the Township of Ligonier and attaining age 55.

B. An officer will be credited for a year of service for each year in which he or she performs full-time work or is unavailable to work due to a work-related disability (nonpermanent).

§ 24-10. Retirement benefits.

A. Upon retirement, the monthly pension or retirement benefits payable to a member hired prior to the date of this article, shall be set at 70% of the monthly average salary earned over the last 36 months of employment prior to retirement.

B. The monthly pension or retirement benefits payable to a member hired subsequent to the date of this article, shall be set at 50% of the monthly average salary earned over the last 36 months of employment prior to retirement. Members hired subsequent to the date of this article must meet the same eligibility requirements established by § 24-9 (age 55 and 25 years of service).

C. Pension or retirement benefits shall not be offset by social security benefits.

§ 24-11. Accrued benefit.

As of any given date, the accrued benefit shall be the benefit determined under § 24-10, calculated on the basis of monthly average salary as of the date of determination and multiplied by a fraction, the numerator of which shall be the member's aggregate service determined as of such date and the denominator of which shall be the projected aggregate service of the member as if the member contained employment until attainment of normal retirement age. Notwithstanding anything contained herein to the contrary, in no event shall the fraction exceed one (1.0).

§ 24-12. Disability retirement. [Amended 3-11-2003 by Ord. No. 03-OR-01]

¹⁹ Editor's Note: The Township Police Pension Fund was functionally repealed when the former Ligonier Township Police Department merged with the former Ligonier Borough Police Department to form the Ligonier Valley Police Department.

²⁰ Editor's Note: This ordinance repeals any ordinance or resolution in conflict herewith, including but not limited to Res. Nos. 73-6, 81-1, 88-3, 94-9, 95-16, and 97-10.

A. Any member of the police force of the Township who is permanently injured in service while in the employ of the Township and is subsequently determined to be permanently disabled by a majority of the Board of Supervisors shall be entitled to a monthly disability benefit commencing on the first day of the calendar month coincident with or following the date on which the determination of disability is made by the Board of Supervisors.

B. The monthly disability benefit shall be calculated at the rate of 50% of the member's salary at the time the disability was incurred, provided that any member who receives benefits for the same injuries under the Social Security Act (49 Stat. 620, 42 U.S.C. 301 et seq.) shall have his disability benefits offset or reduced by the amount of such social security benefits.

C. A full-time member of the police force is deemed to be disabled under this article if, as a result of a service-related bodily injury or service-related mental impairment, the member is totally unable to perform the duties of a police officer. The determination of permanent disability shall be made by the Board of Supervisors based in part upon the results of medical examinations which may be conducted by one or more physicians or vocational specialists as designated by the Township. Determination by the Social Security Administration that such member of the police force is entitled to disability benefits under the Federal Social Security Act may also be considered by the Board as evidence of permanent disability, although such entitlements not conclusive.

D. The term "salary" as used in this section shall mean the compensation earned by the member in the 12 months immediately preceding the date of disability, or such lesser period if applicable. Notwithstanding anything to the contrary, if anyone receives benefits under this section, no other benefits shall be payable from the plan.

§ 24-13. Death benefits²¹. [Amended 2-8-2011 by Ord. No. 2011-OR-02]

The Fund hereby prescribes that if a member who is eligible to receive, or is receiving, retirement benefits, or is eligible for a deferred vested benefit, dies, the benefit shall be paid to the surviving spouse or if no spouse survives, or if he or she survives and subsequently dies, then the child or children under the age of 18 years, or if attending college, under or attaining the age of 23 years in the case of a child, or children, in the amount of 50% of the pension or vested pension the member was receiving, or would have been receiving, had he been retired at the time of his death. Payments to surviving children shall be paid in equal shares. Payments to survivors shall commence the first day of the month following the deceased member's date of death, except in the case of a death of a participant who is eligible for a deferred vested benefit prior to commencement of payments, payments to the surviving spouse shall commence upon the date the deceased participant would have begun receiving the deferred vested benefit. Notwithstanding anything to the contrary, if anyone receives benefits under this section, no other benefits shall be payable from the plan.

²¹ This section was previously amended 3-11-2003 by Ord. No. 03-OR-01. It has since been replaced in its entirety with the 2011 ordinance.

The phrase “attending college” shall mean the eligible children are registered at an accredited institution of higher learning and are carrying a minimum course load of seven credit hours per semester.

§ 24-14. Members’ contributions. [Amended 7-20-2000 by Ord. No. 2000-11; 3-11-2003 by Ord. No. 03-OR-01]

A. Each member shall as a requirement of participation, pay regular contributions to the fund in an amount equal to 5% of the member’s annual compensation. Each member shall complete the necessary forms to authorize the payment of member contributions by way of payroll deduction. Interest shall be credited to member contributions at the rate of 4% per year.

B. The Township may, on an annual basis, by ordinance or resolution, reduce or eliminate payments into the police pension fund by members. The reduction or elimination of member contributions shall not permit the return of contributions or any interest or fund earnings to be made to members while actively employed as a police officer.

§ 24-15. Administration. [Amended 7-20-2000 by Ord. No. 2000-11]

A. The fund shall be under the direction of the Supervisors and shall be applied under such rules and regulations as said Supervisors by ordinance may from time to time prescribe for the benefit of such members of the Ligonier Township Police Force as shall receive honorable discharge therefrom by any reason of age and service and disability, and the families of such as may be killed in service.

B. The fund shall be administered by a trustee/administrator which shall invest the fund assets, maintain records, provide information for tax forms, and pay benefits in accordance with the pension plan now and hereafter adopted by the township. The Supervisors hereby appoint PNC advisors as trustee/administrator, who shall serve in that capacity until a successor is appointed by resolution of the Supervisors.

C. The fund shall be financed by annual appropriations by the Supervisors from funds presently and in the future paid from general funds or from funds received by the township from the Commonwealth of Pennsylvania from the General Municipal Pension System State Aid Program, or from members if necessary.

D. All reasonable expenses incident to the administration of the fund, including, but not limited to, fees of accountants, counsel, actuaries, consultants, and other specialists and trustee/administrator or investment fees, may be paid from the fund.

E. The assets of the fund are for the sole use and benefit of the members covered hereunder and, to the extent permitted by law, shall be free, clear, and discharged from and are not to be in any way liable for debts, contracts, or agreements, now contracted or which may hereafter be

contracted, and from all claims and liabilities now or hereafter incurred by any member or beneficiary.

§ 24-16. Termination of employment. [Added 7-20-2000 by Ord. No. 2000-11; 3-11-2003 by Ord. No. 03-OR-01]

A. Any member of the fund whose employment terminates for any reason and who shall be ineligible to receive a pension benefit after having contributed to the fund shall be entitled to a refund of all such member's contributions plus interest earned on the contributions. If discontinuance is due to death, other than a police officer killed in service, such member's contributions shall be paid to the member's beneficiary or, in the absence thereof, to the member's estate.

B. A member who has completed at least 12 years of service and whose employment shall terminate for any reason other than total and permanent disability prior to attainment of normal retirement age shall be entitled to elect to receive a deferred vested benefit in lieu of a refund of member's contributions. The election shall be made within 90 days of the date the member ceases to be employed as a full-time police officer. Such deferred vested benefit shall be in an amount equal to the member's accrued benefit as of the date employment terminates, and payments shall commence the first day of the month following the date on which the member's normal retirement age would have been attained if the member had continued employment until such date.

C. If a member elects to vest his benefit but dies prior to the commencement thereof, the member's survivor will be paid a survivor benefit equal to 50% of the vested pension benefit that would have been paid to the deceased member upon the date that payments would have been made to the deceased member. If no survivor exists, the beneficiary of such deceased member shall be entitled to a refund of the member's accumulated contributions.

§ 24-17. Military service [Amended 3-11-2003 by Ord. No. 03-OR-01]

A. Any member of the police force who has been a regularly appointed employee of such Township for a period of at least six months and who thereafter shall enter into the military service of the United States shall have credited to his employment record for pension benefits all of the time spent by him in such military service, if such person returns or has heretofore returned to his employment within six months after his separation from military services.

B. A member shall be eligible to receive credit for intervening military service, 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 administrated and wholly or partially paid for by any other government 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 nonregular service).

ARTICLE III
Nonuniform Employee Pension

[Adopted 12-9-1997 by Resolution No. 97-9²²]

§ 24-21. Definitions.

The following words and phrases as used in this Plan shall have the meaning set forth in this Article, unless a different meaning is otherwise clearly required by the context:

- A. "Account" or "Accrued Benefit" shall mean the fair market value of a Participant's individual account as determined on each Valuation Date. Adjustments to the Account which will be recognized for any purpose hereunder between each Valuation Date shall only include adjustments from the Account and Employee Contributions under section § 24-23(B). All other adjustments shall only be recognized as of a Valuation Date.
- B. "Act" shall mean the Municipal Pension Plan Funding Standard and Recovery Act (enacted as Act 205 of 1984), as amended, 53 P.S. Sec. 895.101 et seq.
- C. "Authorized Leave of Absence" shall mean any leave of absence granted in writing by the Employer for reasons including, but not limited to, accident, sickness, pregnancy or temporary disability, education, training, jury duty, or such other reasons as may necessitate authorized leave from active Employment. Authorized Leave of Absence shall include any period of absence from Employment for the purpose of serving in the Armed Forces of the United States of America, provided the Employee returns to Employment at the time and under the circumstances which provide reemployment rights pursuant to Federal or State law.
- D. "Beneficiary" shall mean the person or entity designated by the Participant to receive such benefits as may be due hereunder upon the death of the Participant. In the event that a Participant does not designate a Beneficiary or the Beneficiary does not survive the Participant, the Beneficiary shall be the surviving spouse, or if there is no surviving spouse, the issue, per stripes, or if there is no surviving issue, the estate; but if no personal representative has been appointed, to those persons who would be entitled to the estate under the intestacy laws of the Commonwealth if the Participant had died intestate and a resident of the Commonwealth.
- E. "Board" shall mean the Board of Supervisors of Ligonier Township.
- F. "Break In Service" shall mean a computation period of twelve (12) months during which an individual fails to complete at least five hundred (500) Hours of Service as an Employee in Employment.
- G. "Chief Administrative Officer" shall mean the person designated by the Employer who has the primary responsibility for the execution of the administrative affairs for the Plan.

²² Editor's Note: Resolution 97-9 repealed the prior plan in its entirety. The previous Money Purchase Pension Plan was established March 13, 1974, and further amended and restated by resolutions.

- H. "Code" shall mean the Internal Revenue Code of 1986, as amended.
- I. "Commonwealth" shall mean the Commonwealth of Pennsylvania.
- J. "Continuous Employment" shall mean an Employee's period or periods, if reemployed after incurring a Break In Service, of uninterrupted Employment with the Employer. For purposes of this section, Employment shall not be deemed interrupted by any periods of Authorized Leave of Absence. In the event an Employee does not return to Employment at the conclusion of an Authorized Leave of Absence, the Employee shall be deemed to have terminated Employment as of the last day on which the Employee rendered active service for the Employer.
- K. "Contract" or "Policy" shall mean a retirement annuity or retirement income endowment policy (or a combination of both), or any other form of insurance contract or policy which shall be deemed appropriate in accordance with the provisions of the Act.
- L. "Effective Date" shall mean the date upon which the provisions of this Plan were first effective.
- M. "Employee" shall mean any person who is regularly employed as a full-time employee by the Employer and who is not eligible to participate in another retirement plan sponsored by the Employer.
- N. "Employer" shall mean Ligonier Township, Westmoreland County, Pennsylvania.
- O. "Employment" shall mean any period of time during which an Employee renders services for the Employer for which the Employee is entitled to receive compensation. Employment shall not include any period of time during which an individual performs services as an independent contractor paid on a contractual or fee basis.
- P. "Entry Date" shall mean the first day of the month which coincides with or immediately follows an Employee's completion of the eligibility requirements in Article II.
- Q. "Hour of Service" shall mean each hour for which an Employee is entitled to compensation for Employment. Hours of Service may be imputed and calculated in a manner consistent with the requirements of Department of Labor regulations found at section 2530.200(b).
- R. "Insurer" or "Insurance Company" shall mean any legal reserve life insurance company licensed to do business in one or more states of the United States.
- S. "Normal Retirement Age" shall mean the date that an Employee attains age sixty-two (62).
- T. "Participant" shall mean any Employee who has commenced participation in this Plan in accordance with § 24-22, and has not for any reason ceased to participate hereunder.

- U. "Pension Fund" shall mean the fund administered under the terms of this Plan which shall include all assets including but not necessarily limited to money, property, investments, Policies and Contracts standing in the name of the Plan.
- V. "Plan" shall mean the Ligonier Township Supervisors Money Purchase Pension Plan set forth herein.
- W. "Plan Administrator" shall mean the Employer or any individual or committee to whom the Employer delegates such function.
- X. "Plan Year" shall mean the twelve (12) month period beginning on January 1 and ending on December 31.
- Y. "Restatement Date" shall mean January 1, 1997, the date on which the provisions of this restated Plan are effective.
- Z. "Retirement Date" shall mean the first day of the month coincident with or next following the date when an Employee terminates Employment and is eligible for payment of a benefit hereunder pursuant to section § 24-27.
- AA. "Retirement Date" shall mean the first day of the month coincident with or next following the date when an Employee terminates Employment and is eligible for payment of a benefit hereunder pursuant to section § 24-27.
- BB. "Total and Permanent Disability" shall mean a condition of physical or mental impairment due to which a Participant is unable to perform any gainful occupation for which the Participant is reasonably fitted through training, education, and experience, which shall be expected to be permanent and continuous for the remainder of the life of the Participant, and due to which the Participant shall be eligible for Social Security disability benefits.
- CC. "Valuation Date" shall mean the last day of the Plan Year.
- DD. "Year of Service" shall mean each completed twelve-month period of Continuous Employment with the Employer during which an Employee completes at least one thousand (1,000) Hours of Service.

§ 24-22. Eligibility.

- A. *Eligibility for Participation.* Each Employee shall be eligible to participate in the Plan as of the Entry Date coincident with or next following completion of six (6) months of Employment, and completion of all necessary forms as required by the Plan Administrator. Notwithstanding the foregoing, each Employee who was a Participant in the Plan on the day prior to the Restatement Date shall continue to be a Participant on and after the Restatement Date, subject to the terms and conditions of the Plan as set forth herein.

- B. *Change in Status.* In the event a Participant who remains in the service of the Employer ceases to be an Employee eligible for participation hereunder, no further contributions shall be credited with respect to such Participant until the Participant again qualifies under such participation requirements.
- C. *Leave of Absence.* During any Authorized Leave of Absence, a Participant shall continue to receive credit for Years of Service for vesting but no additional Employer contributions shall be credited to such Participant unless expressly authorized by the Employer as part of the terms and conditions of such Authorized Leave of Absence. An Employee who fails to return to Employment at the conclusion of an Authorized Leave of Absence shall be deemed to have terminated Employment as of the last day on which services were actually rendered as an Employee.
- D. *Recordkeeping.* The Employer shall furnish the Administrator with such information as will aid the Administrator in the administration of the Plan and Pension Fund. Such information shall include all pertinent data on Employees for purposes of determining their eligibility to participate in this Plan initially and subsequently.

§ 24-23. Contributions.

- A. *Employer Contributions.*²³ For each Plan Year, the Employer shall make a contribution or contributions to the Pension Fund in an amount equal to the amounts set forth as follows for each eligible Participant. The contribution may be made from the general tax revenues of the municipality, or any state aid received pursuant to the provisions of the Act, or gifts or donations of any kind. The Employer contribution rate shall be as follows:
 - 1. Salaried Supervisory Employees: Effective January 1, 2001, the rate shall be eight (8%) percent of pay per year, excluding supervisor meeting pay.
 - 2. Salaried Non-Supervisory Employees: Effective January 1, 2001, the rate shall be eight (8%) percent of pay per year.
 - 3. Hourly Employees: The rate established pursuant to the terms of the applicable Collective Bargaining Agreement entered into by and between the Township of Ligonier and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW, Local 204, which rate shall be for the period July 1, 2003, through June 30, 2006, eight (8%) percent of the Employee's hourly rate for each hour of pay to which the Employee is entitled.
- B. *Employee Contributions.* Participants shall not contribute to the Plan.
- C. *Limitations on Contributions.* Notwithstanding anything contained herein to the contrary, the Annual Addition to a Participant's Account for any Plan Year shall not exceed the lesser of the amount determined pursuant to Code Section 415(c)(1)(A), for a Plan Year or twenty-five percent (25%) of the Participant's compensation for the Plan Year.
 - 1. "Annual Addition" shall mean, for purposes of this section § 24-23(C), the sum of Employer Contributions, Employee Contributions, and Forfeitures.

²³ § 24-23(A) Employer Contributions amended November 10, 2003, by Resolution No. 03-R-11

2. For purposes of applying the limitations of this § 24-23(C), all defined contribution plans of the Employer shall be treated as one defined contribution plan, and all defined benefit plans of the Employer shall be treated as one defined benefit plan.
3. If the Participant is a Participant at any time in both a defined contribution plan and a defined benefit plan maintained by the Employer, the sum of the defined benefit plan fraction and the defined contribution plan fraction shall not exceed one (1.0).
 - a) The defined benefit plan fraction for a Plan Year shall be a fraction the numerator of which is the projected annual benefit of the Participant as of the close of the year, and the denominator of which is the lesser of 1.25 times the amount under Code Section 415(b)(1)(A) as adjusted pursuant to Code Section 415(b), or 1.4 times the amount determined under Code Section 415(b)(1)(B) with respect to the Participant for the applicable Plan Year.
 - b) The defined contribution plan fraction for a Plan Year shall be a fraction the numerator of which is the sum of the Annual Additions to the Participant's Account as of the close of the year, and the denominator of which is the sum of the lesser of the amounts determined for each year of service with the Employer which shall be 1.25 times the amount determined pursuant to Code Section 415(c)(1)(A) for each year, or 1.4 times twenty-five percent (25%) of the Participant's Compensation for each year.
4. If the limitations contained in this section § 24-23(C) are exceeded for a Plan Year then the Annual Addition under this Plan shall be reduced first by limiting or refunding Employee Contributions together with earnings thereon, then by limiting or refunding Employee Contributions to any other plan maintained by the Employer, then by allocating excess Employer Contributions to a suspense account and treated as Forfeitures pursuant to section § 24-25 herein.

D. *No Reversion to the Employer.* At no time shall it be possible for the Plan assets to be used for, or diverted to, any purpose other than for the exclusive benefit of the Participants and their Beneficiaries, except that contributions made by the Employer may be returned to the Employer if the contribution was made due to a mistake of fact and the contribution is returned within one (1) year of the mistaken payment of the contribution; or the Plan is terminated, as provided in section § 24-32.

E. *Forfeitures.* Any Forfeitures arising from the operation of the Plan shall be considered a credit to be allocated to the Participants on each annual Valuation Date on a pro rate basis based upon the ratio of each Participant's Account to the total value of all the Participant Accounts as of such Valuation Date.

§ 24-24. Allocation of contributions.

A. *Separate Accounting.* The Plan Administrator shall establish and maintain a separate Account for each Participant. The Participant shall be informed of the fair market value of the Account at least once a year.

- B. *Allocation of Contributions.* The contributions of the Employer with respect to any Plan Year shall be allocated to the Account of each “Eligible Participant” as defined in section § 24-24(C). Allocations shall be determined as of the Valuation Date and shall occur at such time as the total contribution for the Plan Year has been made. Any contribution made in respect of any Plan Year by the Employer shall be deemed to have been made as of the Valuation Date occurring at the end of the Plan Year with respect to which such contribution was made.
1. For ease of administration and to permit Plan Participant’s to self-direct investments under section § 24-25, any contributions paid into the Pension Fund may be allocated to the Account of each Participant when the contribution is deposited even though such final allocation shall be deemed to occur as of each Valuation Date only for purposes of establishing the right of any Participant or Beneficiary to share in the contributed amount or any earnings thereon.
- C. *Eligible Participants.* For purposes of allocating Employer Contributions pursuant to section § 24-24(B) above, the term “Eligible Participant” shall mean Participants who have completed a year of Service during the Plan Year.

§ 24-25. Investments.

- A. *Investment of Contributions.* The Plan Administrator shall receive, hold, invest, and reinvest all contributions and assets of this Plan. The purchase of Contract(s) shall be considered a form of investment. Investments of any other form of property such as securities, real estate mortgages, or notes shall be limited to property of a character which is consistent with Code Section 503 for investments under qualified plans. Such investments shall be made from contributions and monies deposited into the Pension Fund.
- B. *Pension Fund Investment.* The Plan Administrator is authorized and empowered to invest and reinvest the principal and income of the Pension Fund and to keep the Pension Fund invested without distinction between principal and income, in such property, real or personal, as deemed advisable, including but not limited to any common or preferred stocks, bonds, mutual funds, notes, mortgages, trust certificates, savings accounts, individual single premium annuity contracts, allocated or unallocated group annuity contracts, or investment only contracts, and pooled accounts of a bank or trust company maintained exclusively for qualified plans. The Plan Administrator shall exercise the judgment and care under the circumstances then prevailing, which an individual of prudence, discretion, and intelligence familiar with such matters would exercise in a like situation.
1. The Plan administrator may, on a non-discriminatory basis, permit the Plan Participants to direct the investment of the balance of the Participant’s Account, whether vested or non-vested, into investment options made available by the Plan Administrator. The Plan Administrator shall be responsible for determining what investment options shall be made available hereunder and shall be liable for the prudent selection and monitoring of such options. To the extent that a Participant hereunder directs investment of the balance of the Participant’s Account, the Plan Administrator shall be relieved of all responsibility and liability for the direction

made by the Participant other than to ensure that the direction of the Participant is followed. The Plan Administrator shall have the right to change the investment options available hereunder at any time and from time to time upon notifying the Plan Participants, or may terminate the privilege of Plan Participant's to self-direct the investment of the balance of the Participant's Account at any time.

- C. *Rights of Plan Administrator.* The rights and interest of any Participant on whose life or in whose name a Contract is issued shall not be expanded by such an investment and any and all rights provided under the Contract or permitted by the Insurer shall be reserved to the Plan Administrator. Such rights shall include the right to surrender, reduce or split the Contract, the right to name and change the payee to receive thereunder on the happening of any contingency specified in the Contract, the right to exercise any loan provisions to pay premiums or for any other reason, and such other rights as may be reserved to the owner of the Policy.

§ 24-26. Valuation of assets.

- A. *Maintenance of Individual Accounts.* The individual Account maintained on behalf of each Participant shall be credited or debited (as the case may be) with the allocable share of such Participant in the Plan resulting from Employer Contributions (or including Forfeitures as a part thereof), Employee Contributions and appreciation or depreciation in the value of the Pension Fund, as set forth herein.
- B. *Valuation of Pension Fund.* The Plan Administrator shall determine, as of each annual Valuation Date, the net value of the Pension Fund and the amount of net income or net loss. In determining such value, the Plan Administrator shall value such assets at their fair market value as of the close of business on each Valuation Date and the appreciation or depreciation in the value of the Pension Fund since the prior Valuation Date plus any net income (exclusive of contributions and forfeitures) or net loss and expenses incurred shall be debited or credited amount the Participant's Accounts.
1. The Plan Administrator may determine the value of the Pension Fund or any Participant Account as of any reasonable interim valuation date on a reasonable basis consistent with the terms of the Plan. Final reconciliation of and verification of the proper valuation shall occur as of each annual Valuation Date which shall include any necessary and appropriate adjustments from any interim valuation.
- C. *Crediting of Investment Results.* As of any annual Valuation Date, the earnings and accretions of the Pension Fund attributable to investment of fund assets, reduced by losses experienced (whether or not realized) and expenses incurred since the preceding annual Valuation Date shall be credited or debited to the Accounts of the Participants and Beneficiaries who had unpaid balances in their Accounts as of such annual Valuation Date in proportion to the balances in such Accounts as of the prior Valuation Date, after reducing such prior Valuation Date balances by the amounts withdrawn by or distributed to the Participant or Beneficiary since such Valuation Date, if any. To the extent that a Participant

self directs the investment of the balance of the Participant's Account, the crediting of investment results shall be the actual investment performance of those investments.

- D. *Crediting of Contributions and Forfeitures.* As of each Valuation Date, after such crediting of the valuation results to each Account, contributions shall be allocated to each Account pursuant to section § 24-24(B). Any Forfeitures that arise in a given Plan Year shall be used to reduce the amount of Employer Contributions for such year pursuant to the provisions of section § 24-23(E) hereof.
- E. *Communication to Participants.* The total value of a Participant's Account shall be determined as of each Valuation Date and, as soon as practical after the end of such Plan Year, the Plan Administrator shall convey to each Participant the total value of the Account as determined pursuant to this section § 24-26; provided, however, that neither the maintenance of Accounts nor the allocations of contributions to Accounts shall operate to vest in any Participant any right or interest in or to any assets of the Pension Fund except as the Plan specifically provides.

§ 24-27. Benefits.

- A. *Retirement.* Each Participant who shall retire after attaining Normal Retirement Age at a Retirement Date shall be vested in accordance with the provisions of section § 24-29 and shall have a nonforfeitable right to the vested value of the Participant's Account and contributions hereunder shall cease thereupon. The Plan Administrator shall then distribute the vested value of the Participant's Account in accordance with section § 24-28.
- B. *Disability.* A Participant who incurs Total and Permanent Disability prior to becoming vested in the Account shall receive a distribution in an amount equal to the Employer contributions allocated to the Account as of the date that the Total and Permanent Disability commenced.
- C. *Death.* If a Participant shall die prior to the commencement of any benefit otherwise provided under this Article, there shall be no benefits due or payable under the terms of this plan.

§ 24-28. Payment of benefits.

- A. *Payment of Benefits.* Upon a Participant's entitlement to payment of retirement benefits under section § 24-27(A), such individual shall file with the Plan Administrator a written election on such form or forms and subject to such conditions as the Plan Administrator shall provide. The election shall specify (1) whether payment of benefits is to be made as of such entitlement or to be deferred to the extent provided in section § 24-28(C) below, and (2) which of the methods provided below for payment of benefits would be preferred. The Plan Administrator in its sole discretion, and in accordance with the provisions of this section, but considering a Participant's election, if any, shall then determine when payment of a

Participant's benefit is to commence and the method by which the benefits will be paid. The Plan Administrator shall follow a Participant's Beneficiary designation in the case of a distribution on account of the Participant's death. Payment to a Participant's Beneficiary shall be made or commence as soon as practicable after a Participant's death.

Unless a Participant elects earlier commencement of benefits, payment of the benefits under this Plan shall be made or commence within 60 days after the later of (a) the end of the Plan Year in which the Normal Retirement Date occurs, or (b) the end of the Plan Year in which Employment terminates.

The Plan Administrator shall distribute the amounts due from a Participant's Account in any one of the following methods:

1. A lump sum based on the market value of the Participant's Account;
2. In equal installments paid not less frequently than annually over a period which does not exceed the earlier of fifteen (15) years or the joint life expectancy of the Participant and the spouse of the Participant.

B. *Commencement of Benefits.* A Participant may elect to commence receiving distribution of retirement benefits as of the Retirement Date or may defer such payments to a date not later than the required date for commencement of benefits determined under section § 24-28(C). If a Participant elects immediate commencement of the retirement benefit, payments shall commence as of the Retirement Date.

Unless the Participant otherwise elects, payment of benefits under the Plan shall commence not later than sixty (60) days following the close of the Plan Year in which occurs the latest of the following dates:

1. The date when the Participant attains Normal Retirement Age;
2. The tenth (10th) anniversary of the year in which the Participant commenced participation in the plan; or
3. The date when the Participant terminates service with the Employer.

C. *Required Distributions.*

1. Notwithstanding any other provision of this Plan, the entire benefit of any Participant who becomes entitled to benefits prior to death shall be distributed either:
 - a) Not later than the Required Beginning Date, or
 - b) Over a period beginning not later than the Required Beginning Date and extending over the life of such Participant or over the lives of such Participant and a designated Beneficiary (or over a period not extending beyond the life expectancy of such Participant, or the joint life expectancies of such Participant and a designated Beneficiary).
 - c) If a Participant who is entitled to benefits under this Plan dies prior to the date when the entire interest has been distributed after distribution of benefits has begun in accordance with paragraph (b) above, the remaining portion of such benefit shall be distributed at least as rapidly as under the method of distribution being used under paragraph (b) as of the date of death.

2. If a Participant who is entitled to benefits under this Plan dies before distribution of benefits has begun, the entire interest of such Employee shall be distributed within five (5) years of the death of such Employee, unless the following sentence is applicable. If any portion of the Employee's interest is payable to (or for the benefit of) a designated Beneficiary, such portion shall be distributed over the life of such designated Beneficiary (or over a period not extending beyond the life expectancy of such Beneficiary), and such distributions begin not later than one (1) year after the date of the Employee's death or such later date as provided by regulations issued by the Secretary of the Treasury, then for purposes of the five-year rule set forth in the preceding sentence, the benefit payable to the Beneficiary shall be treated as distributed on the date on which such distributions begin. Provided, however, that notwithstanding the preceding sentence, if the designated Beneficiary is the surviving spouse of the Participant, then the date on which distributions are required to begin shall not be earlier than the date upon which the Employee would have attained age seventy and one-half (70 ½) and, further provided, if the surviving spouse dies before the distributions to such spouse begin, this subparagraphs shall be applied as if the surviving spouse were the Employee.
3. For purposes of this section, the following definitions and procedures shall apply:
 - a) "Required Beginning Date" shall mean April 1 of the calendar year following the later of the calendar year in which the Employee attains age seventy and one-half (70 ½), or the calendar year in which the Employee retires.
 - b) The phrase "designated Beneficiary" shall mean any individual designated by the Employee under this Plan according to its rules.
 - c) Any amount paid to a child shall be treated as if it had been paid to the surviving spouse if such amount will become payable to the surviving spouse upon such child's reaching majority (or other designated event permitted under regulations issued by the Secretary of the Treasury).
 - d) For purposes of this section, the life expectancy of an Employee and/or the Employee's spouse (other than in the case of a life annuity) may be redetermined but not more frequently than annually.

§ 24-29. Termination of employment.

A. *Vesting Upon Termination of Employment.*²⁴ If a Participant shall have Employment terminated for any reason other than death, Total and Permanent Disability, or retirement, the Participant shall be vested in the value of the Participant's Account attributable to Employer contributions based upon Plan Years of Service of the Participant as follows:

<i>Completed Years of Service</i>	<i>Vested Percentage</i>
Less than 5	0%
5 or more	100%

B. *Forfeitures.* The value of a Participant's Account which is not vested as of the termination of the Employment of the Participant shall be forfeited. Such forfeiture shall occur as of the Valuation Date which coincides with or immediately follows the date upon which the

²⁴ Vesting Upon Termination of Employment amended October 9, 2018, by Resolution No. 16 of 2018.

Participant incurs a one (1) year Break in Service. Notwithstanding anything contained herein to the contrary, when the entire vested value of the Participant's Account is distributed prior to the date on which a one (1) year Break in Service shall occur the forfeiture described herein shall occur as of the date of distribution to the Participant.

- C. *Application of Forfeitures.* Amounts forfeited by any Participant will be used to increase the benefits which other Participants would otherwise receive under the plan. They shall be allocated under section § 24-23(D) of the Plan.
- D. *Distribution of Vested Benefits.* In the case of each Participant who shall terminate Employment for any reason other than death or Total and Permanent Disability prior to attainment of Normal Retirement Age, distribution of the vested benefit determined pursuant to section § 24-29(A) hereof shall occur after the attainment of the earliest retirement age on a Retirement Date as if the Participant retired at such date. If the vested value of the Participant's Account is \$5,000.00 or less, the Plan Administrator, in its sole discretion, may distribute the value of the Participant's Account at any time after termination of Employment occurs. If the vested value of the Participant's Account is greater than \$5,000.00, the Plan Administrator, in its sole discretion, may segregate the vested value of the Account and such Account shall only be credited with the earnings gains or losses attributable to such segregated Account and shall not share ratably in the earnings gains or losses of the Pension Fund.

A Participant who shall terminate Employment as described herein and whose vested value of the Account is greater than \$5,000.00 may elect to receive a distribution of the vested value of the Account as of any date which is acceptable to the Plan Administrator.

§ 24-30. Administration.

- A. *Plan Administrator.* The administration of the Plan and the operation of the Pension Fund shall be directed and supervised by the Board. The Board may appoint a committee or an individual to administer the provisions of the Plan. The Plan Administrator may delegate authority to act on its behalf to any persons it deems appropriate. If the Board does not appoint a Plan Administrator, the Board shall be the Plan Administrator.
- B. *Authority and Duties of the Plan Administrator.* The Plan Administrator shall have full power and authority to do whatever shall, in its judgment, be reasonably necessary for the proper administration and operation of the Plan. The interpretation or construction placed upon any term or provision of the Plan by the Plan Administrator or any action of the Plan Administrator taken in good faith shall, upon the Board's review and approval thereof, be final and conclusive upon all parties hereto, whether Employees, Participants, or other persons concerned. By way of specification and not limitation and except as specifically limited hereafter, the Plan Administrator is authorized:
1. To construe this Plan;
 2. To determine all questions affecting the eligibility of any Employee to participate herein;

3. To compute the amount and source of any benefit payable hereunder to any Participant or Beneficiary;
4. To authorize any and all disbursements;
5. To prescribe any procedure to be followed by any Participant and/or other person in filing any application or election;
6. To prepare and distribute, in such manner as may be required by law or as the Plan Administrator deems appropriate, information explaining the Plan;
7. To require from the Employer or any Participant such information as shall be necessary for the proper administration of the Plan; and
8. To appoint and retain any individual to assist in the administration of the Plan, including such legal, clerical, accounting, and actuarial services as may be required by any applicable law or laws.

The Plan Administrator shall have no power to add to, subtract from, or modify the terms of the Plan or change or add to any benefits provided by the Plan, or to waive or fail to apply any requirements of eligibility for benefits under the Plan. Further, the Plan Administrator shall have no power to adopt, amend, or terminate the Plan, to select or appoint any Trustee or to determine or require any contributions to the Plan, said powers being exclusively reserved to the Board.

- C. *Plan Administrator Costs.* The Plan Administrator shall serve without compensation for services unless otherwise agreed by the Board in writing. All reasonable expenses incident to the functioning of the Plan Administrator, including, but not limited to, fees of accountants, counsel, actuaries, and other specialists and other costs of administering the Plan, may be paid from the Pension Fund upon approval by the Board to the extent permitted under applicable law and not otherwise paid by the Employer.
- D. *Hold Harmless.* No member of the Board nor the Plan Administrator nor any other person involved in the administration of the Plan shall be liable to any person on account of any act or failure to act which is taken or omitted to be taken in good faith in performing their respective duties under the terms of this Plan. To the extent permitted by law, the Employer shall, and hereby does agree to, indemnify and hold harmless each person and each successor and each of any such individual's heirs, executors and administrators, and the Plan Administrator's delegates and appointees (other than any person, bank, firm, or corporation which is independent of the Employer and which renders services to the Plan for a fee) from any and all liability and expenses, including counsel fees, reasonably incurred in any action, suit, or proceeding to which he is or may be made a party by reason of being or having been a member, delegate, or appointee of the Plan Administrator, except in matters involving criminal liability, international or willful misconduct. If the Employer purchases insurance to cover claims of a nature described above, then there shall be no right of indemnification except to the extent of any deductible amount under the insurance coverage or to the extent of the amount the claims exceed the insured amount.
- E. *Approval of Benefits.* The Plan Administrator shall review and approve or deny any application for retirement benefits within thirty (30) days following receipt thereof or within such longer time as may be necessary under the circumstances. Any denial of an application for retirement benefits shall be in writing and shall specify the reason for such denial.

F. *Appeal Procedure.* Any person whose application for retirement benefits is denied, who questions the amount of benefit paid, who believes a benefit should have commenced which did not so commence or who has some other claim arising under the Plan (“Claimant”), shall first seek a resolution of such claim under the procedure hereinafter set forth.

1. Any Claimant shall file a notice of the claim with the Plan Administrator which shall fully describe the nature of the claim. The Plan Administrator shall review the claim and make an initial determination approving or denying the claim.
2. If the claim is denied in whole or in part, the Plan Administrator shall, within ninety (90) days (or such other period as may be established by applicable law) from the time the application is received, mail notice of such denial to the Claimant. Such ninety (90) day period may be extended by the Plan Administrator if special circumstances so require for up to ninety (90) additional days by the Plan Administrator’s delivering notice of such extension to the Claimant within the first ninety (90) day period. Any notice hereunder shall be written in a manner calculated to be understood by the Claimant and, if a notice of denial, shall set forth (i) the specific Plan provisions on which the denial is based, (ii) an explanation of additional material or information, if any necessary to perfect such claim and a statement of why such material or information is necessary, and (iii) an explanation of the review procedure.
3. Upon receipt of notice denying the claim, the Claimant shall have the right to request a full and fair review by the Board of the initial determination. Such requests for review must be made by notice to the Board within sixty (60) days of receipt of such notice of denial. During such review, the Claimant or a duly authorized representative shall have the right to review any pertinent documents and to submit any issues or comments in writing. The Board shall, within sixty (60) days after receipt of the notice requesting such review (or in special circumstances, such as where the Board in its sole discretion holds a hearing, within one hundred and twenty (12) days of receipt of such notice), submit its decision in writing to the person or persons whose claim has been denied. The decision shall be final, conclusive and binding on all parties, shall be written in a manner calculated to be understood by the Claimant and shall contain specific references to the pertinent Plan provisions on which the decision is based.
4. Any notice of a claim questioning the amount of a benefit in pay status shall be filed within ninety (90) days following the date of the first payment which would be adjusted if the claim is granted unless the Plan Administrator allows a later filing for good cause shown.
5. A Claimant who does not submit a notice of a claim or a notice requesting a review of a denial of a claim within the time limitations specified above shall be deemed to have waived such claim or right to review.
6. Nothing contained herein is intended to abridge any right of a claimant to appeal any final decision hereunder to a court of competent jurisdiction under 2Pa.C.S.A. section 752. No decision hereunder is a final decision from which such an appeal may be taken until the entire appeal procedure of this section § 24-30(F) of the Plan has been exhausted.

§ 24-31. The pension fund.

A. *Operation of the Pension Fund.* The Board is hereby authorized to hold and supervise the investment of the assets of the Pension Fund, subject to the provisions of the laws of the Commonwealth and of this Plan and any amendment thereto. The Pension Fund shall be used to pay benefits as provided in the Plan and, to the extent not paid directly by the Employer, to pay the expenses of administering the Plan pursuant to authorization by the Employer.

The Employer intends the Plan to be permanent and for the exclusive benefit of its Employees. It expects to make the contributions to the Pension Fund required under the Plan. The Employer shall not be liable in any manner for any insufficiency in the Pension Fund; benefits are payable only from the Pension Fund, and only to the extent that there are no monies available therein.

The Pension Fund will consist of all funds held by the Employer under the Plan, including contributions made pursuant to the provisions hereof and the investments, reinvestments, and proceeds thereof. The Pension Fund shall be held, managed, and administered pursuant to the terms of the Plan. Except as otherwise expressly provided in the Plan, the Employer has exclusive authority and discretion to manage and control the Pension Fund assets. The Employer may, however, appoint a trustee, custodian, and/or investment manager, at its sole discretion.

B. *Powers and Duties of Employer.* With respect to the Pension Fund, the Employer shall have the following powers, rights and duties, in addition to those vested in it elsewhere in the Plan or by law, unless such duties are delegated.

1. To retain in cash so much of the Pension Fund as it deems advisable and to deposit any cash so retained in any bank or similar institution (including any such institution which may be appointed to serve as trustee hereunder), without liability for interest thereon.
2. To invest and reinvest the principal and income of the fund and keep said fund invested, without distinction between principal and income, in securities which are at the time legal investments for fiduciaries under the Pennsylvania Fiduciaries Investment Act, or as the same may be subsequently modified or amended.
3. 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.
4. To consent to and participate in any plan of reorganization, consolidation, 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.
5. To exercise all conversation and subscription rights pertaining to property held in the fund.
6. To exercise all voting rights with respect to property held in the fund and in connection therewith to grant proxies, discretionary, or otherwise.

7. To place money at any time in a deposit bank deemed to be appropriate for the purposes of this Plan no matter where situated, including in those cases where a bank has been appointed to serve as trustee hereunder, the savings department of its own commercial bank.
8. In addition to the foregoing powers, the Employer shall also have all of the powers, rights, and privileges conferred upon trustees by the Pennsylvania Fiduciaries Investment Act, or as the same may be subsequently modified or amended, and the power to do all acts, take all proceedings, and execute all rights and privileges, although not specifically mentioned herein, as the Employer may deem necessary to administer the Pension Fund.
9. To maintain and invest the assets of this Plan on a collective and commingled basis with the assets of other pension plans maintained by the Employer, provided that the assets of each respective plan shall be accounted for and administered separately.
10. To invest the assets of the Pension Fund in any collective commingled trust fund maintained by a bank or trust company, including any bank or trust company which may act as a trustee hereunder. In this connection, the commingling of the assets of this Plan with assets of other eligible, participating plans through such a medium is hereby specifically authorized. Any assets of the Plan which may be so added to such collective trusts shall be subject to all of the provisions of the applicable declaration trust, as amended from time to time, which declaration, if required by its terms or by applicable law, is hereby adopted as part of the Plan, to the extent of the participation in such collective or commingled trust fund by the Plan.

§ 24-32. Amendment and termination.

- A. *Right to Amend.* The Employer shall have the right to amend the Plan, at any time, by adoption of the appropriate resolution, and with respect to any provisions thereof all parties thereto or claiming any interest thereunder shall be bound thereby, provided, however, that no amendment shall revise the Accrued Benefit of a Participant determined as of the later of the date such amendment is adopted, or the date such amendment becomes effective, if such revised vested Accrued Benefit is less than that computed under the Plan without regard to such amendment. No amendment to the Plan, which provides for a benefit modification shall be made unless the cost estimate described in section § 24-33(C) has been prepared and presented to the Employer in accordance with the Act.
- B. *Right to Terminate.* It is the present intention of the Employer to maintain the Plan indefinitely. Nevertheless the Employer reserves the right, at any time, to permanently discontinue further contributions to the Plan or to terminate the entire Plan. To the extent required under law, the Employer shall discuss termination of the Plan with applicable and affected collective bargaining representatives.
- C. *Distribution Upon Termination.* In the event of the termination or partial termination of the Plan, all amounts of benefits accrued by the affected Participant to the date of such termination, to the extent funded on such date, shall immediately become fully vested and nonforfeitable. In the event of termination of the Plan, the Employer shall direct either (a)

that the Accrued Benefits of Participants in the Plan continue to be held in the Pension Fund in accordance with the provisions of the Plan (other than those provisions related to Forfeitures) without regard to such termination until all funds have been distributed in accordance with such provisions, or (b) that distribution be made to each Participant in an amount equal to the Accrued Benefit as of such date in such form as shall be approved by the Employer.

If there are insufficient assets in the Pension Fund to provide for all vested Accrued Benefits as of the date of Plan termination, priority shall first be given to the distribution of any amounts attributable to Participant contributions before assets are applied to the distribution of vested benefits attributable to other sources hereunder.

- D. *Residual Assets.* If all liabilities under the Plan to Participants and others entitled to receive a benefit have been satisfied, and there remain any residual assets in the Pension Fund, the residual assets shall be returned to the Employer insofar as such return does not contravene any provision of law, and any remaining balance in excess of Employer Contributions, shall be returned to the Commonwealth.

§ 24-33. Funding standard requirements.

- A. *Allocation Report.* The Employer shall perform an allocation report at least biennially unless the Employer is applying or has applied for supplemental state assistance pursuant to Section 603 of the Act, whereupon allocation reports shall be made annually.

Such biennial allocation report shall be made as of the beginning of each Plan Year occurring in an odd-numbered calendar year, beginning with the year 1985. The Employer may perform such allocation report more frequently than biennially to the extent the Employer deems it prudent and necessary to perform such additional allocation reports.

Such allocation report shall be prepared and certified pursuant to the terms of the Act.

The expenses attributable to the preparation of any allocation report or experience investigation required by the Act or any other expense which is permissible under the terms of the Act and which are directly associated with administering the Plan shall be an allowable administrative expense payable from the assets of the Pension Fund. Such allowable expenses shall include but not be limited to the following:

1. Investment costs associated with obtaining authorized investments and investment management fees;
2. Accounting expenses;
3. Premiums for insurance coverage on fund assets;
4. Reasonable and necessary counsel fees incurred for advice or to defend the fund; and
5. Legitimate travel and education expense for the pension plan officials; provided, however, that the municipal officials of the Employer, in their fiduciary role, shall monitor the services provided to the Plan to ensure that the expenses are

necessary, reasonable, and benefit the pension plan and, further provided, that the Plan Administrator shall document all such expenses by item, and where necessary, hour by hour.

- B. *Reporting Requirements.* Such allocation reports shall be prepared and filed under the supervision of the Chief Administrative Officer.

The Chief Administrative Officer shall determine the financial requirements of the Plan on the basis of the most recent allocation report and shall determine the minimum obligation of the Employer with respect to funding the Plan for any given Plan Year. The Chief Administrative Officer shall submit the financial requirements of the Plan and the minimum obligation of the Employer to the governing body of the Employer annually and shall certify the accuracy of such calculations and their conformance with the Act.

- 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. Such estimate shall be prepared by a qualified person as defined in the Act, which estimate shall disclose to the Employer the 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.

§ 24-34. Miscellaneous.

- A. *Incapacity of Participant.* If any Participant shall be physically or mentally incapable of receiving or acknowledging receipt of any payment of pension benefits hereunder, the Employer, upon the receipt of satisfactory evidence that such Participant is so incapacitated and that another person or institution is maintaining him and that no guardian or committee has been appointed for him, may provide for such payment of pension benefits hereunder to such person or institution so maintaining him, and any such payments so made shall be deemed for every purpose to have been made to such Participant.
- B. *Benefits for a Deceased Participant.* If any benefit shall be payable under the Plan to or on behalf of a Participant who has died, if the Plan provides that the payment of such benefits shall be made to the Participant's estate, and if no administration of such Participant's estate is pending in the court of proper jurisdiction, then the Employer, at its sole option, may pay such benefits to the surviving spouse of such deceased Participant, or, of there be no such surviving spouse, to such Participant's then living issue, per stripes; provided, however, that nothing contained herein shall prevent the Employer from insisting upon the commencement of estate administration proceedings and the delivery of any such benefits to a duly appointed executor or administrator.
- C. *Liability of Officers of the Employer.* Subject to the provisions of the Act, no past, present, or future officer of the Employer shall be personally liable to any Participant, Beneficiary, or other person under any provision of the Plan, or any Policy issued pursuant thereto.

- D. *Assets in Pension Fund Not Property of Individual Participants.* Nothing contained herein shall be deemed to give any Participant or his Beneficiary any interest in any specific property of the Pension Fund or any right except to receive such distributions as are expressly provided for in this Plan.
- E. *Employment Rights Not Affected by the Plan.* Participation in this Plan shall not give any right to any Employee to be retained in the employ of the Employer nor shall it interfere with the right of the Employer to discharge any Employee and to deal with him without regard to the effect that such treatment might have upon him as a Participant in this Plan.
- F. *Pension Fund for Sole Benefit of Participants.* The income and principal of the Pension Fund are for the sole use and benefit of the Participants of this Plan, and, to the extent permitted by law, shall be free, clear, and discharged of and from and are not to be in any way liable for debts, contracts, or agreements, now contracted or which may hereafter be contracted, and from all claims and liabilities now or hereafter incurred by any Participant or Beneficiary.
- G. *Meaning of Certain Words.* As used herein the masculine gender shall include the feminine gender and the singular shall include the plural in all cases where such meaning would be appropriate. Headings of Articles and sections are inserted only for convenience of reference and are not to be considered in the construction of the Plan.
- H. *Information to be Furnished by the Employer.* The Employer shall furnish to the Plan Administrator information in the Employer's possession as the Plan Administrator shall require from time to time to perform duties under the Plan.
- I. *Spendthrift.* To the extent permitted by law, no payments to any person under any Contract, nor the right to receive such payments, nor any interest in this Plan, shall be subject to assignment, alienation, transfer or anticipation, either by voluntary or involuntary act of any Participant or Beneficiary or by operation of law, nor shall such payment right or interest be subject to the demand or claims of any such person's debts, obligations, or liabilities.

Chapter 26

PSATS UNEMPLOYMENT COMPENSATION GROUP TRUST

- § 26-1. Authorization.
- § 26-2. Participation.
- § 26-3. Conditions.
- § 26-4. Withdrawal.
- § 26-5. Effective date.
- § 26-6. Delegation of powers.
- § 26-7. Organizational structure.
- § 26-8. Funds and appropriations.
- § 26-9. Trust empowerment.
- § 26-10. Terms and conditions.
- § 26-11. Filing of ordinance.
- § 26-12. Further authorizations.
- § 26-13. Duration of participation.
- § 26-14. Findings.
- § 26-15. Severability.
- § 26-16. Rights and liabilities.
- § 26-17. Effective date.

[HISTORY: Adopted by the Board of Supervisors of the Township of Ligonier, 3-10-2015 by Ord. No. 2015-OR-01. Amendments noted where applicable]

§ 26-1. Authorization.

That the Chairman of the Board of Supervisors and Secretary of the Township of Ligonier (hereinafter "Township") are hereby authorized to adopt the Restated Trust Agreement and any other agreements necessary for the Township's participation in the Trust.

The Restated Trust Agreement is on file for inspection and review at the Township's office at One Municipal Park Drive, Ligonier, PA 15658. The Restated Trust Agreement may be subsequently modified or amended in accordance with its terms, but in no event shall such modifications or amendments divert any of the trust funds from the purposes of the Trust. The Township may withdraw from the Trust in accordance with the Restated Trust Agreement, including if the Board of Supervisors determines the modifications or amendments are not in the best interests of the Township.

§ 26-2. Participation.

That the participation of the Township in the Trust is authorized for the purpose of pooling resources for the purpose of providing unemployment compensation insurance for Participating Employers at reasonable cost.

§ 26-3. Conditions.

That, as set forth in greater detail in the Restated Trust Agreement and as otherwise stated herein, the following conditions apply to the participation of the Township in the Trust:

1. That each Participating Employer must meet the admission and eligibility requirements set forth therein;
2. That each Participating Employer agrees to pay all contributions when due as provided in the Restated Trust Agreement or as otherwise established by the Board of Trustees; and
3. That each Participating Employer complies with all other conditions of the Restated Trust Agreement.

§ 26-4. Withdrawal.

That the Township agrees to participate in the Trust and may withdraw for any reason and in accordance with the Restated Trust Agreement provided that it has fulfilled all its financial obligations to the Trust upon withdrawal.

§ 26-5. Effective date of agreement.

That the effective date of the Township's agreement to and joinder in the Restated Trust Agreement and the participation of the Township in the Trust pursuant to the terms of the Restated Trust Agreement.

§ 26-6. Delegation of powers.

That each Participating Employer delegates to the Board of Trustees the powers enumerated in the Restated Trust Agreement.

§ 26-7. Organizational structure.

The organizational structure of the Trust shall consist of a Board of Trustees. Under the Restated Trust Agreement, the Board of Trustees is authorized to, among other things; enter into contracts with third parties to perform various services necessary for the administration of the Trust.

§ 26-8. Funds and appropriations.

That the funds required for the operation of the Trust shall be provided by Participating Employers through scheduled appropriations as determined by the Board of Trustees.

§ 26-9. Trust empowerment.

That the Trust is empowered to enter into contracts for policies of group insurance and employee benefits, including Social Security, for employees of the Trust, if any.

§ 26-10. Terms and conditions.

That as a condition of participating in the Trust, the Township agrees to comply with all the terms and conditions in the Restated Trust Agreement.

§ 26-11. Filing of ordinance.

That the Secretary of the Township shall provide a certified copy of this Ordinance upon its enactment to the Board of Trustees of the Trust.

§ 26-12. Further authorizations.

The Board of Supervisors of the Township of Ligonier is hereby authorized to take any and all such other actions as may be necessary or appropriate to carry out the purposes of this Chapter and comply with the requirements of the attached Restated Trust Agreement, and any duly adopted amendments thereto.

§ 26-13. Duration of participation.

The duration of the term of the Township's participation in the Trust and obligations under the Restated Trust Agreement shall continue until withdrawal from the Trust by the Township in accordance with the terms of the Restated Trust Agreement.

§ 26-14. Findings.

The Board of Supervisors hereby specifically finds and determines as follows:

1. The conditions of the Intergovernmental Cooperative Agreement are set forth in the Restated Trust Agreement incorporated by reference herein.
2. The Township shall participate in the Trust in accordance with the Restated Trust Agreement until it withdraws by giving notice to the Board of Trustees, are set forth in the incorporated Restated Trust Agreement.
3. The purpose and objectives of the Intergovernmental Cooperative Agreement, including powers and scope of authority delegated to the Board of Trustees, are set forth in the incorporated Restated Trust Agreement

4. The manner and extent of financing of the Agreement are that (i) funds to implement the Township's obligations under the Agreement shall come from the normal and usual budgeted amounts for Township employee compensation and employee benefits; and (ii) no borrowing is anticipated to be required.
5. The Trust shall be managed by the Board of Trustees pursuant to the terms of the Restated Trust Agreement.
6. The Trust in accordance with the Restated Trust Agreement shall be empowered to enter into contracts for policies of group insurance and employee welfare benefits to be offered to Participating Employers for their eligible employee and dependents.

§ 26-15. Severability.

The provisions of this Chapter are severable and in the event that any provisions is held invalid, void, illegal, or unconstitutional by any court, it is the intent of the Governing Township of Ligonier that such determination by the Court shall not affect or render void the remaining provisions of this Chapter. It is the declared intent of the Township of Ligonier that this Chapter would have been enacted if any provision subsequently declared to be void, invalid, illegal, or unconstitutional had not been included at the time of enactment.

§ 26-16. Rights and liabilities.

Nothing in this Chapter shall be interpreted to affect any rights or liabilities of the Township, or to affect any cause of action, existing prior to the enactment of this Chapter.

§ 26-17. Effective date of ordinance.

This Chapter shall become effective immediately upon its enactment.

This Chapter is being enacted pursuant to the provisions of the Pennsylvania Intergovernmental Cooperation Law, Act of July 12, 1872, No. 180, as amended, 53 Pa. C.S. §§2301, et seq.

Chapter 29

RECORDS RETENTION

§ 29-1. Records Retention

§ 29-2. Exemptions

[HISTORY: Adopted by the Board of Supervisors of the Township of Ligonier, 1-25-2023 by Ord. No. 2023-OR-01. Amendments noted where applicable]

§ 29-1. Compliance with State Law:

The Township of Ligonier intends to follow the schedules and procedures for disposition of records as set forth in the Municipal Records Manual, as approved on December 16, 2008 by the Pennsylvania Local Government Records Committee, as it may be amended from time to time.

§ 29-2. Exemptions.

The Township of Ligonier, or its employees or agents, may choose to keep additional records beyond the schedule set forth in said manual, if it is determined that doing so is in the best interests of the Township.

Chapter 32

SALARIES AND COMPENSATION

ARTICLE I

Board of Supervisors

§ 32-1. Title

§ 32-2. Compensation; schedule of payment.

§ 32-3. Effective date; applicability.

ARTICLE II

Tax Collector

§ 32-4. Title

§ 32-5. Compensation

§ 32-6. Miscellaneous Fees and Special Charges Authorized

§ 32-7. Effective Date

§ 32-8. Repealer.

§ 32-9. Severability.

[HISTORY: Adopted by the Board of Supervisors of the Township of Ligonier: Article I, 6-8-1993 by Ord. No. 1993-10, Article II, 1-21-2009 by Ord. No. 2009-OR-01. Amendments noted where applicable.]

ARTICLE I

Board of Supervisors

[Adopted 6-8-1993 by Ord. No. 1993-10]

§ 32-1. Title.

This article shall be known and may be cited as the “Ligonier Township Compensation of Supervisors Ordinance.”

§ 32-2. Compensation; schedule of payment.

A.²⁵ The Ligonier Township Board of Supervisors shall receive from the township general fund, as compensation, an amount not in excess of the following:

Township Population	Annual Maximum Compensation
Not more than 4,999	\$1,875

²⁵ Editor’s Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. 1)

5,000 to 9,999	2,500
10,000 to 14,999	3,250
15,000 to 24,999	4,125
25,000 to 34,999	4,375
35,000 or more	5,000

B. Such salaries shall be payable monthly or quarterly, as the Supervisors shall determine at their annual reorganization meeting for the duties imposed by the provisions of the Second Class Township Code.²⁶

C. The population shall be determined by the latest available census figures, except that the township shall not be required to render the salary of a Supervisor as a result of a decrease in population.

§ 32-3. Effective date; applicability.

This article shall take effect on the first Monday of January of 1994 and shall not apply to those Supervisors whose compensation has been previously set.

²⁶ Editor's Note: See 53 P.S. § 65101 et seq.

ARTICLE II
Tax Collector
[Adopted 1-21-2009 by Ord. No. 2009-OR-01]

§ 32-4. Title.

This article shall be known and may be cited as the “Ligonier Township Compensation of Tax Collector Ordinance”.

§ 32-5. Compensation.

The Tax Collector elected in the 2013 municipal election for Ligonier Township, shall be paid annual compensation in the amount of Twelve Thousand and 00/100 Dollars (\$12,000.00) for collection of real estate and all other taxes payable to Township of Ligonier.²⁷

§ 32-6. Miscellaneous Fees and Special Charges Authorized.

The Tax Collector is authorized to collect additional fees and special charges as follows:

- A. For tax certifications or historical receipts provided upon request by the public pursuant to the Code of the Township of Ligonier, § 105-58, from such persons or entities requesting such certifications in the sum of \$10.00;²⁸
- B. A duplicate bill fee for tax statements to be sent to financial institutions instead of the listed property owners and for forwarding receipts to such financial institutions rather than the identified property owners in the amount of \$5.00 per tax duplicate or property;
- C. A return check charge in the amount of \$25.00 for any dishonored check or check returned from the bank; and
- D. These miscellaneous fees and special charges shall remain in full force and effect unless, or until, changed or modified by a Resolution of the Board of Supervisors of Ligonier Township.

§ 32-7. Effective Date.

The provisions of Article II, § 32-5, Compensation of Tax Collector, shall take effect on the first Monday of January of 2010 for the Tax Collector elected in the 2009 municipal election and for

²⁷ Compensation amended 2-12-2013 by Resolution No. 2013-R-06, from a percentage to \$13,000. Further amended 2-12-2019, to a compensation of \$12,000.

²⁸ “or historical receipts” added 2-12-2013 by Resolution No. 2013-R-06

all elected tax collectors thereafter. All other provisions of this ordinance shall take effect immediately.

§ 32-8. Repealer.

Any ordinance or resolution, or parts thereof, of the Township of Ligonier, inconsistent with any of the provisions of this Article are hereby repealed to the extent of the inconsistency only.

§ 32-9. Severability.

The provisions of this Article are severable, and should any article, section, subsection, paragraph, clause, phrase, or provision of this Article be declared by a court of competent jurisdiction to be invalid, such judgment shall not affect the validity of this Article as a whole, or any part or provision thereof, other than the part so declared to be invalid.

Chapter 34

TOWNSHIP MANAGER

- § 34-1. Creation of the office.
- § 34-2. Appointment, removal, resignation.
- § 34-3. Qualifications; residence.
- § 34-4. Bond of Manager.
- § 34-5. Compensation.
- § 34-6. Powers and duties.
- § 34-7. Disability or absence.
- § 34-8. Severability.
- § 34-9. Effective date.

[HISTORY: Adopted by the Board of Supervisors of the Township of Ligonier 3-11-2014 by Ord. No. 2014-OR-01. Amendments noted where applicable.]

§ 34-1. Creation of the Office.

The Office of Township Manager is hereby created by the Board of Supervisors of the Township of Ligonier, Westmoreland County, Pennsylvania.

§ 34-2. Appointment, Removal, Resignation.

- A. As soon as practical after the enactment of this Chapter, the Board of Supervisors of the Township of Ligonier shall elect, by a majority vote of its members present at a duly called meeting of the Board of Supervisors, one (1) person to fill the Office of Township Manager, who shall serve until a successor is elected and qualified, or until said Office of Township Manager is abolished.
- B. In the case of a vacancy, the Board of Supervisors of the Township of Ligonier shall fill said office by a majority vote of the members in attendance at a regularly called meeting of the Board of Supervisors of the Township of Ligonier.
- C. The Township Manager shall, however, be subject to removal at any time by a majority vote of the members of the Board of Supervisors of Ligonier Township, provided that at least fifteen (15) days before such removal becomes effective, the Board of Supervisors of the Township of Ligonier shall furnish the Township Manager with a written statement setting forth its intention to remove said Manager.
- D. In the event the Manager shall decide to resign, the Manager shall give to the Board of Supervisors at least ninety (90) days notice of the intention to resign.

§ 34-3. Qualifications; Residence.

- A. The manager shall be chosen solely on the basis of the Manager's executive and administrative ability, with special reference to actual experience or knowledge of accepted practices in respect to the duties of the Manager's office as herein outlined.
- B. The Township Manager need not be a resident of the Township of Ligonier at the time of appointment, but shall within six (6) months from said appointment establish a residence no more than fifteen (15) miles from the borderline of Ligonier Township.²⁹

§ 34-4. Bond of Manager.

Before entering upon the duties, the Township Manager shall give a bond to the Township of Ligonier, with a bonding company as surety, to be approved by the Board of Supervisors, in the sum of Two Hundred Thousand (\$200,000.00) dollars, conditioned for the faithful performance of the Manager's duties, and the premiums for the said bond shall be paid by the Township of Ligonier.

§ 34-5. Compensation.

The salary and benefits of the Township Manager shall be fixed from time to time by Resolution making reference to this Chapter.

§ 34-6. Powers and Duties.

The Township Manager shall be the Chief Executive Officer of the Township, and shall be responsible to the Board of Supervisors of the Township of Ligonier as a whole for the proper and efficient administration of the affairs of Ligonier Township. His powers and duties shall relate to the general management of all Township business as administered by the Departments created therefor by the Township Supervisors; and, not expressly by statute imposed or conferred upon other Township officers or persons. Subject to recall by Ordinance, the powers and duties of the Township Manager shall include the following:

- A. The Township Manager shall supervise and be responsible for the activities of all Departments, unless by statute or directive by the Board of Supervisors a function of such municipal department is imposed upon some other Township officer or person.
- B. In the event the Board of Supervisors desire to hire a new employee(s), the Board shall notify the Township Manager of their decision to hire. The Township Manager shall review and process all applications for employment. The Township Manager shall then forward a list of applicants to the Board of Supervisors. The Board of Supervisors may then consider the hiring of such employee(s) from said list.

²⁹ This section was amended 12-8-2015 by Ord. No. 2015-OR-09

- C. The Township Manager shall also, when necessary for the good of the Township, recommend to the Board of Supervisors, discipline, suspension, or discharge of a Township employee. In making said recommendation, the Manager shall inform the Board of Supervisors of the reason for said recommendation. The Board of Supervisors shall act upon the recommendation of the discipline, suspension, or discharge within thirty (30) days after written notification of the Township Manager's recommendation. The Township Manager shall report at the next regular meeting thereafter to the Board of Supervisors of Ligonier Township any action taken by authority of this subsection.
- D. The Township Manager shall prepare and submit to the Board of Supervisors before the Second day of October of each year, or any such alternate date as the Board of Supervisors shall determine, a budget for the next fiscal year and an explanatory budget message. In preparing the budget, the Manager or an officer designated by the Manager shall obtain from the head of each department, agency, board, or officer estimates of revenues and expenditures and such other supporting data as the Manager requests. The Manager shall with the Township Secretary/Treasurer review such estimates and may revise them before submitting the budget to the Board of Supervisors.
- E. The Township Manager shall be responsible for the administration of the budget after its adoption by the Board of Supervisors of Ligonier Township.
- F. The Township Manager shall, with the Township Secretary/Treasurer and in conjunction with the preparation of the yearly budget, develop long-range fiscal plans for the municipality, such plans to be presented annually to the Board of Supervisors for its review and consideration.
- G. The Township Manager shall attend all public meetings of the Board of Supervisors, and such other meetings and directed, with the right to take part in the discussion, and he shall receive notice of all special meetings of the Board of Supervisors.
- H. The Township Manager with the assistance of the Township Secretary/Treasurer will prepare the agenda for each meeting of the Board of Supervisors and supply facts pertinent thereto.
- I. The Township Manager shall keep the Board of Supervisors informed as to the conduct of Township affairs; supply periodic reports of the condition of the Township's finances, and make such other reports as the Board of Supervisors request; and make such recommendations to the Board of Supervisors as he deems necessary.
- J. The Township Manager shall submit to the Board of Supervisors as soon as possible after the close of the fiscal year a complete report on the financial administrative activities of the Township of Ligonier for the preceding year.

- K. The Township Manager shall see that the provisions of all franchises, leases, permits, contracts, bonds, and privileges granted by the Township of Ligonier are observed.
- L. The Township Manager may employ, by and with the approval of the Board of Supervisors, experts and consultants to perform work and to advise in connection with any of the functions of the Township of Ligonier which are within his duties.
- M. The Township Manager shall attend to the awarding of contract in due form of law, and the Manager shall supervise the performance and faithful execution of the same except insofar as such duties are expressly imposed upon some other Township officer by statute.
- N. The Township Manager shall see that all money owed Ligonier Township is promptly paid and that the proper proceedings are taken for the security of collection of all Township claims; except, insofar as such duties are expressly imposed upon some other Township officer by statute or ordinance, whether heretofore or hereafter passed.
- O. The Township Manager upon direction of the Board of Supervisors shall purchase, in accordance with the provisions of the Second Class Township Code, all supplies and equipment for the various agencies, boards, departments, and other offices of Ligonier Township. The Manager shall keep an account of all purchases and shall, from time to time or when directed by the Board of Supervisors, make a full written report thereof. The Manager shall also issue rules and regulations, subject to the approval of the Board of Supervisors, governing the requisition and purchasing of all municipal supplies and equipment.
- P. The Township Manager shall prepare and keep a current inventory showing all real and personal property of the Township and its location and shall be responsible for the care and custody of all such property, including equipment, buildings, parks, and all other Township property, except insofar as such duties are expressly imposed upon some other Township officer by statute.
- Q. The Township Manager shall cause to be kept a complete set of maps and plats showing the location of all Township utilities and other municipal properties, all streets and other public places, and all lots or parcels of land subdivided according to law.
- R. All complaints relating to the services of personnel of Ligonier Township shall be referred to the Office of the Township Manager. The Manager or an officer designated by the Manager shall investigate and dispose of such complaint, and the Township Manager shall report thereon to the Board of Supervisors, except insofar as some other proceeding for the disposition of the complaint is expressly provided by statute.

§ 34-7. Disability or Absence.

If the Manager becomes ill or needs to be absent from the Township, the Manager shall recommend a qualified member of the Manager's staff to perform the Manager's duties, and if approved by the Board of Supervisors, the person so recommended shall perform the duties of the Manager during the Manager's absence or disability. In the absence of a recommendation from the Manager of a member of his staff to perform his duties, the Board of Supervisors shall choose such person as the Board deems qualified to perform the duties of the Manager during the Manager's absence or disability.

§ 34-8. Severability.

In the event that any portion of this Chapter is rendered or declared invalid by any Court of Law, the remainder of the Chapter shall remain in full force and effect.

§ 34-9. Effective date.

This Ordinance shall be recorded in the Ordinance Book of the Township of Ligonier and shall be effective five (5) days after adoption.