RESOLUTION NO 1-2021

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF MAIDENCREEK, BERKS COUNTY, PENNSYLVANIA, APPOINTING A TOWNSHIP MANAGER AND ESTABLISHING THE SALARY AND BENEFITS

WHEREAS, the Township of Maidencreek has enacted an Ordinance creating the office of Township Manager in accordance with the Second-Class Township Code;

WHEREAS, the Maidencreek Township Board of Supervisors has the authority to appoint a person to fill the office of Township Manager in accordance with section 1301 (a) of the Second Class Township Code and section 3 of the Ordinance creating the office of Township Manager; and

WHEREAS, the Maidencreek Township Board of Supervisors has the authority to set the salary and benefits for the office of Township Manager in accordance with section 1301 (b) of the Second Class Township Code and section 5 of Ordinance creating the office of Township Manager;

NOW THEREFORE, in consideration of the above recitals, which are incorporated herein by reference, the Board of Supervisors of Maidencreek Township, Berks County, Pennsylvania, resolves as follows:

Section 1. Appointment of Township Manager

The Board of Supervisors of Maidencreek Township hereby appoints Diane Hollenbach to the office of Township Manger for Maidencreek Township in accordance with Ordinance No. 209.

Section 2. **Salary and Benefits**

The salary for the office of Township Manager shall be set at $81,900 for the year 2021. All other benefits are set forth by the Employment Agreement attached as Exhibit A.

RESOLVED and ADOPTED by the Board of Supervisors of Maidencreek Township, Berks County, Pennsylvania, in lawful session duly assembled, this 4th of January 2021.

TOWNSHIP OF MAIDENCREEK
BOARD OF SUPERVISORS

Claude Beaver

Heidi Fiedler

David Franke

Attest:

Diane Hollenbach

EMPLOYMENT AGREEMENT

The Employment Agreement ("Agreement") is made by and between The Township of Maidencreek Berks County Pennsylvania ("Employer")

AND

DIANE HOLLENBACH of 30 Rockland Drive, Orwigsburg, Pennsylvania, 17961 ("Employee").

BACKGROUND

WHEREAS Employer is a Second-Class Township in Berks County PA; and,

WHEREAS Employer has enacted a Township Manager ordinance, Ordinance No. 209, in accordance with the Pennsylvania Second Class Township Code and believes it is in the best interest of the Township taxpayers at this time to retain the services of Employee in the position of Township Manager; and,

WHEREAS, Employee desires to accept this employment from Employer; and,

WHEREAS, Employer and Employee agree that, as Employer is governed by the Second-Class Township Code, Act of May 1, 1933, P.L. 103, as amended, 53 P.S. SS 65101-67201 and 53 P.S. SS 66301 (the "Act") and this Employment Agreement shall not in any way effect the "at-will" status of Employee nor alter Employer's ability to terminate Employee at any time for any reason or for no reason, in accordance with the Second-Class Township Code and/or the "at will" employment doctrine as interpreted in Pennsylvania.

NOW THEREFORE, INTENDING TO BE LEGALLY BOUND HEREBY, the parties desire to record the arrangements for such employment and option.

Background. The "WHEREAS" (premises) sections of this Agreement are incorporated herein by reference and made an integral part of this Agreement.

Duties. Employer hereby employs Employee and Employee hereby accepts the position of Township Manager of the Township of Maidencreek. Unless otherwise expressly agreed in writing, Employee shall discharge all duties and responsibilities as assigned and appointed by the Board of Supervisors from time to time including all those duties specified in the Township Manager ordinance enacted by Employer. Employee shall also discharge such other duties as appointed or assigned and shall follow all employee rules and regulations and any amendments or additions thereto, of Employer, keep the Board of Supervisors fully informed on a prompt and continuous basis with regard to the day to day operations of the Township, and perform such job functions and duties as detailed and directed by Employer from time to time, and as set forth in Township Ordinance No. 209, which ordinance sets forth the Township Manager duties and

responsibilities.

Compensation. Annual compensation shall be set by Resolution. Nothing contained in this compensation paragraph shall alter the terms of the paragraph entitled "Term", hereof.

Term. In accordance with the "'Act" and the ordinance enacted by the Township pursuant thereto, Employee is employed as an "at-will" employee and serves strictly at the pleasure of the Board of Supervisors. The employment relationship established herein may be terminated, by written notice as provided for herein, at any time for any reason or for no reason by either Employer or Employee.

Hours of Work. It is recognized that Employee will be expected to be present during regular office hours and may be required devote time outside normal office hours to discharge the duties of this employment on behalf of the Employer.

Performance Evaluations, Performance Objectives, Training.

(a) Performance Evaluations. Employer may review and evaluate the performance of Employee at least once annually in advance of the adoption of the annual operating budget. Such review and evaluation shall be done in accordance with criteria developed jointly by the Employee and the Employer. The Employer shall provide Employee with a written description of its review and evaluation and provide an adequate opportunity for the Employee to discuss the evaluation. Employer may revise its evaluation and review after discussion with the Employee.

(b) Performance Objectives. Annually, Employee and Employer shall define performance objectives and goals that they determine necessary for the proper operation of the Township of Maidencreek and for the attainment of its policy objectives. Employer shall furthermore establish a relative priority among the various objectives.

(c) Training. Training and education programs for the Employee shall be provided by the Board of Supervisors at their discretion.

Suspension and Termination.

(a) Employer may suspend the Employee with or without full pay and benefits or otherwise place Employee on administrative or other involuntary leave of absence without the consent of Employee during an investigation.

(b) Nothing contained in this agreement shall prevent, limit or otherwise interfere with the right of Employer to terminate the services of Employee at any time, as the parties hereto acknowledge that Employee is an

employee at-will. A severance of one week for every year of employment shall be paid to the Employee in the event of involuntary termination of the Employee's service for any reason other than disciplinary action.

(c) In consideration of the terms hereof, if Employee voluntarily resigns his position, the Employee shall give Employer twenty-one (21) days advance notice.

(d) Resignation in good standing shall entitle Employee to a lump sum payment in their final paycheck equivalent to all such current and accrued vacation and personal days. Failure to provide twenty-one (21) days notice shall cause Employee to forfeit accrued vacation, unless the parties hereto otherwise agree in writing.

(e) If Employee becomes permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of ninety (90) days, Employer shall have the option to terminate this agreement, subject to the severance provisions of this paragraph.

Vacation Days.

(a) Vacation shall be earned, used and the unused vacation carried over or paid out in the same manner as outlined in the current Maidencreek Township Collective Bargaining Unit.

(b) Upon retirement, resignation or termination of employment, Employee shall be paid for all unused and accrued vacation days and vacation earned for the following year, pro-rated and rounded off to half day increments at their current rate of pay in their final paycheck.

Holidays and Personal Holidays. Employee is entitled to the holidays and personal holidays given to the Maidencreek Township Collective Bargaining Unit as stated in their most current Collective Bargaining Agreement.

Bereavement. The Employee shall be entitled to three (3) bereavement days for immediate family members, i.e. spouse, children, grandchildren, parents, spouse's parents.

Health and Hospitalization.

(a) The Employer shall provide Employee with eye care benefits.

(b) The Employer will cover the full cost of the Employee enrolling in the Maidencreek Township Employees Health and Prescription Drug

Insurance Plan and dental plan *upon written request from the Employee during open enrollment which occurs in November of each year. The employee has waived coverage for 2021.*

(c) The Board of Supervisors, by resolution, may make changes to the aforementioned insurance coverage.

Life Insurance. The Employer shall purchase and maintain, subject to availability, a term life insurance policy on the life of Employee equivalent to the policy purchased for the Maidencreek Township Collective Bargaining Unit as stated in their most current Collective Bargaining Agreement. Employee shall be permitted to appoint the named beneficiary.

Disability Insurance. The Employer shall purchase and maintain long and short term disability through Reliance Standard Insurance. The Board of Supervisors, by resolution, may make changes to the insurance policy and/or coverage as deemed necessary.

Pension Fund. Employee shall be allowed to participate in the pension plan maintained by Employer as provided for in the current Maidencreek Township Collective Bargaining Agreement, as set forth in Resolution 2000-18 and any amendments or additions thereto, for so long as Employee is employed by Employer.

Entire Agreement. This agreement supersedes all agreements, whether oral or written, previously made by the parties relating to its subject matter. There are no other understandings or agreements between the parties.

Non-waiver. No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise under it, shall constitute a waiver of that or any other right.

Headings. Headings used in this Agreement are for convenience only and shall not be used to interpret or construe its provision.

Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania.

Contract. Notwithstanding anything stated herein to the contrary, this Agreement shall not provide Employee with any expectation of continued employment with the Employer. This Agreement is governed by the "Act" and merely sets forth the compensation and benefits of employment while Employee is so employed and the payment which shall be due to Employee if he/she is terminated without cause by Employer and nothing more.

IN WITNESS WHEREOF and intending to be legally bound hereby the parties hereto have signed this Agreement the 4th day of January 2020.

THE TOWNSHIP OF MAIDENCREEK

Chairman, Board of Supervisors

Diane Hollenbach