RESOLUTION NO 15- 2026

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF MAIDENCREEK, BERKS COUNTY, PENNSYLVANIA, ENDING THE SHARE SERVICES AGREEMENT WITH GREENWICH TOWNSHIP AND APPOINTING DIANE HOLLENBACH AS TOWNSHIP MANAGER AND ESTABLISHING THE SALARY AND BENEFITS FROM AUGUST 1, 2026 THROUGH DECEMBER 31, 2026.

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;

WHEREAS, Maidencreek Township has been sharing the services of a township manager with Greenwich Township and wishes to end the agreement in favor of hiring a 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. Termination of the Shared Services Agreement with Greenwich Township

The Board of Supervisors of Maidencreek Township having been notified that Diane Hollenbach has ended her employment with Greenwich Township effective July 31, 2026, hereby

terminates the shared administrative services agreement with Greenwich Township.

Section 2. Appointment of Township Manager

The Board of Supervisors of Maidencreek Township hereby hires and appoints Diane Hollenbach to the office of Township Manager for Maidencreek Township in accordance with Ordinance No. 209 effective August 1, 2026.

Section 3. Salary and Benefits

The salary for the office of Township Manager shall be set at $40,500.00 for the remainder of year 2026 (this is not an annual salary rate, this is the salary for the period beginning August 1, 2026, and ending December 31, 2026). All other benefits are set forth by the Employment Agreement attached as Exhibit A. The Board approves and authorizes the execution of the Employment Agreement by the proper Township Officials.

RESOLVED and ADOPTED by the Board of Supervisors of Maidencreek Township, Berks County, Pennsylvania, in lawful session duly assembled, this 9th of July, 2026.

TOWNSHIP OF MAIDENCREEK
BOARD OF SUPERVISORS

Joshua G. Meck, Chairman

Eric Bauman, Vice-Chariman

Dawn Geschwindt, Supervisor

Christina L. Hafer, Secretary

EXHIBIT "A"
EMPLOYMENT AGREEMENT

EMPLOYMENT AGREEMENT

The Employment Agreement ("Agreement") is made by and between **THE TOWNSHIP OF MAIDENCREEK**, Berks County Pennsylvania ("Employer")

AND

DIANE HOLLENBACH of 356 Big Spring Road, Robesonia Pennsylvania, 19551 ("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, and agree as follows:

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

II. Duties. Employer hereby employs Employee and Employee hereby accepts the position of Township Manager of the Township of Maidencreek beginning August 1, 2026. 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. Maidencreek Township shall bear the full cost of any fidelity or other bonds required of Hollenbach as the Township Manager under any law or ordinance.

III. Compensation. Maidencreek agrees to pay Employee for services rendered pursuant hereto as Township Manager an annual base salary, set by resolution annually. Payment is prorated during the term of this agreement, payable in installments at the same time as other employees of the Township are paid.

IV. 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.

V. Hours of Work. It is recognized that Employee will be present during regular office hours at least three days a week, working a minimum of ten hours per day and may be required to devote time outside normal office hours to discharge the duties of this employment on behalf of the Employer.

VI. 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. If any training is required by the Board, the Township shall pay the cost of the same. Any other training or conference attendance shall be based upon the express pre-approval of the Township Board of Supervisors.

VII. 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 their position, the Employee shall give Employer thirty (30) 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 thirty (30) 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 their 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.

VIII. Paid Leave.

(a) 30 hours of paid time off will be granted on September 1, 2026 (for the remainder of the 2026 calendar year) and 120 hours of paid time off will be granted on January 1st, 2027.

(b) Upon retirement, resignation or termination of employment, Employee shall be paid for all unused and accrued paid time off at their current rate of pay in their final paycheck.

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

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

XI. Health and Hospitalization.

(a) The employee shall be able to participate in the health, prescription drug, dental and vision insurance coverage for the term of this contract unless they waive that right.

XII. Life Insurance, Disability Insurance. The employee shall be provided with the same benefit as provided through the collective bargaining agreement.

XIII. 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. Employee's previous years of service shall be added to current years of service for the purpose of

pension vesting and calculation of retirement benefit.

XIV. Indemnification. Employer shall defend, save harmless, and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of duties as Township Manager, excluding willful and intentional acts by Employee taken outside of her authority and/or the Employer's best interests. The Employer may, in its exclusive judgment, compromise, settle or litigate any such claim or suit and promptly pay or satisfy the amount of any such settlement or judgment rendered thereon. Said indemnification shall extend beyond termination of employment, and the otherwise expiration of this Agreement, to provide full and complete protection to Employee by Maidencreek, as described herein, for any acts undertaken or committed in her capacity as Township Manager, regardless of whether the notice of filing of a lawsuit for such tort, claim, demand, or other legal action occurs during or following Employees' employment with the Township.

XV. 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.

XVI. 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.

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

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

XIX. 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.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF and intending to be legally bound hereby the parties hereto have signed this Agreement the 9th day of July, 2026.

TOWNSHIP OF MAIDENCREEK
BOARD OF SUPERVISORS:

Joshua G. Meck, Chairman

EMPLOYEE:

Diane E. Hollenbach