

RESOLUTION # 91-124

A RESOLUTION OF THE TOWNSHIP OF HOPEWELL, BEAVER COUNTY, PENNSYLVANIA, RE-APPOINTING JAMES M. EICHENLAUB TO THE POSITION OF TOWNSHIP MANAGER - SECRETARY FOR THE TOWNSHIP OF HOPEWELL, ESTABLISHING THE SALARY FOR THE 1992 FISCAL YEAR, AND ENTERING INTO AN EMPLOYMENT CONTRACT FOR A PERIOD OF THREE YEARS.

WHEREAS, the Hopewell Township Board of Commissioners had appointed James M. Eichenlaub to the position of Township Manager-Secretary effective January 1, 1987; and

WHEREAS, the Township Commissioner's are desirous that James M. Eichenlaub continue to serve in his capacity as Hopewell Township Manager-Secretary; and

WHEREAS, Township Ordinance 86-1 directs the Township Board of Commissioners to establish the salary and other compensation paid to the Township Manager-Secretary.


NOW THEREFORE, Be it resolved that the Board of Commissioners of the Township of Hopewell, a Municipal Corporation under the First Class Township Code, situate in Beaver County, Pennsylvania, and it is hereby resolved:

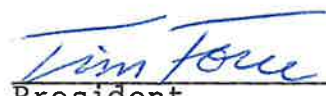
1. That James M. Eichenlaub is hereby appointed Township Manager-Secretary pursuant to Ordinance 86-1, as amended.
2. That the salary paid Mr. Eichenlaub during the 1992 calander year shall be Fourty thousand-five hundred dollars (\$40,500).
3. That additional compensation and conditions of employment, as outlined in Exhibit "A" and attached hereto, are hereby approved.
4. That Tim Force, President of the Hopewell Board of Commissioners, and Fred Bologna Jr., Vice-President of the Hopewell Township Board of Commissioners, are hereby authorized and directed to execute the acceptance of the employment contract between the Township of Hopewell and Mr. James M. Eichenlaub and attached hereto as Exhibit "A".

ADOPTED this 27th day of December, 1991

ATTEST:

HOPEWELL TOWNSHIP
BOARD OF COMMISSIONERS


Secretary


President

CONTRACT

THIS AGREEMENT, made and entered into this 27th day of December, 1991, and between the Township of Hopewell, Beaver County, State of Pennsylvania, a municipal corporation, hereinafter called "Employer", a party of the first part, and James M. Eichenlaub, hereinafter called "Employee", as party of the second part, both of whom understand as follows:

WITNESSETH

WHEREAS, Employer desires to employ the services of James M. Eichenlaub as Manager of the Township of Hopewell as provided by Township Ordinance No. 86-1.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1 Duties

Employer hereby agrees to employ James M. Eichenlaub as Township Manager of said Employer to perform the functions and duties specified in Ordinance No. 86-1 of the Township and to perform other legally permissible and proper duties and functions as the Commissioners shall from time to time assign.

Section 2 Term

- A. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Commissioners to terminate the services of Employee, subject only to the provisions hereinafter set forth.

- B. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with Employer, subject only to the provisions hereinafter set forth.
- C. Employee agrees to remain in the exclusive employ of Employer until served proper notice, and neither to accept other employment nor to become employed by any other employer until said termination date, unless said termination date is affected as hereinafter provided.
- D. This agreement shall be in effect for a period of three (3) consecutive years. Employer may terminate this agreement at any time by giving thirty (30) days written notice thereof to Employee: Employee may terminate this agreement at any time by giving sixty (60) days written notice thereof to Employer. It is agreed that however said termination may be accomplished the Employee is entitled to be paid for any unused vacation in the year of termination.

Section 4 Salary

Employer agrees to pay Employee for his service rendered pursuant to an annual Resolution adopted by the Board of Commissioners and payable in installments at the same time as other employees of the Employer are paid.

Section 5 Hours of Work

It is recognized that Employee must devote a great deal of time outside the normal office hours to business of the Employer, and to that end Employee will be allowed to take compensatory time off as shall be equitable during said normal office hours.

Section 6 Fringe Benefits and other Terms and Conditions of Employment

All provisions of the Township Clerical Employee Benefit Package, and other regulations and rules of the Township relating to vacation and sick leave, retirement and pension system contributions, holidays, health and life insurance, and other fringe benefits and working conditions as they now exist or hereafter may be amended with respect to clerical personnel also shall apply to the Employee. It is agreed that Employee shall be given three (3) weeks paid vacation per year and that Employee be provided with a policy of double indemnity term life insurance in the face amount of \$100,000.00 (One Hundred Thousand Dollars).

Section 7 Dues and Subscriptions

Employer agrees to budget and to pay for the professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement and for the good of the Employer.

Section 8 Vehicle Expense Allowed

Employer recognizes that certain expenses, necessary to conduct township business, relating to the operation of Employees personal automobile are incurred by Employee, and Employer hereby agrees to compensate Employee in the amount of \$300.00 (Three Hundred Dollars) per month on account of said vehicle expense.

Section 9 Indemnification

Employer shall defend, save harmless and indemnify Employee against any tort, including federal civil rights "torts", demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties. The protections may be provided through insurance mechanisms with the Employer paying any deductible. Employer, or its insurer, may compromise and settle and such claim or suit and pay the amount of any settlement or judgment rendered thereon, though the parties agree that such compromise or settlement should be done only after consultation with the Employee.

Section 10 Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 11 Other Terms and Conditions of Employment

- A. The Commissioners, in consultation with the Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement or any other law.
- B. Employer shall not at any time during the term of this agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree of such a reduction across-the-board for all employees of the Employer.

Section 12 General Provisions

- A. The text herein shall constitute the entire agreement between the parties.
- B. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.
- C. This agreement shall become effective commencing December 27, 1991.
- D. If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the Township of Hopewell has caused this agreement to be signed and executed in its behalf by the President of Board of Commissioners, and duly attested by its Solicitor and the Employee has signed and executed this agreement, both in duplicate, the day and year first above written.

ATTEST:



(Seal)



President of Township Board
of Commissioners

APPROVED AS TO FORM AND LEGALITY:



Township Solicitor



Employee

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ATTEST:



(Seal)



President of Township Board
of Commissioners

APPROVED AS TO FORM AND LEGALITY:



Township Solicitor



Employee