

RESOLUTION #95-115

A RESOLUTION OF THE TOWNSHIP OF HOPEWELL, BEAVER COUNTY PENNSYLVANIA, APPOINTING PATRICIA YANESSA BATES TO THE POSITION OF TOWNSHIP MANAGER-SECRETARY FOR THE TOWNSHIP OF HOPEWELL ESTABLISHING THE SALARY FOR THE 199⁵ FISCAL YEAR AND ENTERING, INTO AN EMPLOYMENT CONTRACT FOR A PERIOD OF THREE YEARS.

WHEREAS, the Hopewell Township Board of Commissioners had appointed Patricia Yanessa Bates to the position of acting Township Manager-Secretary effective 5-23-95; and

WHEREAS, the Township Commissioner's are desirous that Patricia Yanessa Bates continue to serve in her 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 by 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 Patricia Yanessa Bates is hereby appointed Township Manager-Secretary pursuant to Ordinance 86-1, as amended.

2. That the salary paid Ms. Bates during the 199⁵ calendar year shall be Thirty seven thousand five hundred forty four dollars (\$37,544.00).

3. That additional compensation and conditions of employment, as outlined in Exhibit "A" and attached hereto, are hereby approved.

4. That Matthew DeLuca, President of the Hopewell Board of Commissioners and N Ray Miller, 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 Patricia Yanessa Bates and attached hereto as Exhibit "A".

ADOPTED this 23RD day of May, 1995.

ATTEST:

Patricia Yanessa Bates
Secretary

HOPEWELL TOWNSHIP
BOARD OF COMMISSIONERS

Matthew DeLuca
President

CONTRACT

THIS AGREEMENT, made and entered into this 23 day of May, 1995, and between the Township of Hopewell, Beaver County, State of Pennsylvania, a municipal corporation, hereinafter called "Employer", as party of the first part, and Patricia Yanessa Bates, hereinafter called "Employee", as party of the second part, both of whom understand as follows:

WITNESSETH

WHEREAS, Employer desires to employ the services of Patricia Yanessa Bates 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 Patricia Yanessa Bates 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. It is agreed and understood that in the event Employee is terminated from the position of Township Manager, she shall have the option of returning to her former position of Confidential Office Supervisor as approved by the Hopewell Township Board of Commissioners December 31, 1986.

- B. This agreement shall expire December 31, 1997.
- C. At the expiration of this Agreement, if said Agreement has not been renewed or if a new Agreement has not been negotiated by the parties hereto, Employee shall have the option of returning to her former position of Confidential Office Supervisor as approved by the Hopewell Township Board of Commissioners December 31, 1986.

Section 4 - Salary

Employer agrees to pay Employee for her 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 important 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.

Section 7 - Dues and Subscriptions

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

Section 8 - 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 9 - Bonding

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

Section 10 - 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 11 - 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 be come effective commencing 5-23-95.
- 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