

EAST COVENTRY TOWNSHIP
BOARD OF SUPERVISORS
CHESTER COUNTY, COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 2018-20

A RESOLUTION
APPOINTING BRIAN HARRIS
TO THE POSITION OF TOWNSHIP MANAGER

WHEREAS, Section 1301 of the Second Class Township Code permits the Board of Supervisors to establish and create by Ordinance the Office of the Township Manager; and

WHEREAS, the Code of Ordinances of East Coventry Township, Chapter 1 (Administration and Government), Part 7 (Township Manager), Sections 701 and 702 creates the Office of the Township Manager and permits the Board of Supervisors to appoint a Manager by majority vote of all Members of the Board of Supervisors; and

WHEREAS, the Code of Ordinances of East Coventry Township, Chapter 1 (Administration and Government), Part 7 (Township Manager), Sections 703 and 704 establishes qualifications for the Township Manager and requires the posting of Bond in an amount established by resolution of the Board before entering the duties of the Township Manager; and

WHEREAS, the Code of Ordinances of East Coventry Township, Chapter 1 (Administration and Government), Part 7 (Township Manager), Section 705 requires the Board of Supervisors to establish the compensation of the Township Manager by resolution to be paid out of the General Fund; and

WHEREAS, the Code of Ordinances of East Coventry Township, Chapter 1 (Administration and Government), Part 7 (Township Manager), Section 706 establishes the powers and duties of the Township Manager; and

WHEREAS, the Office of Township Manager will be vacant effective October 12, 2018 and the Board of Supervisors desire to appoint a new Manager to assume the responsibilities of the Manager in accordance with the Second Class Township Code, the Code of Ordinances of East Coventry Township and in accordance with the salary and benefits enumerated in that certain Conditional Offer of Employment dated August 30, 2018, a copy of which is attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED, by the Board of Supervisors of East Coventry Township, Chester County, Pennsylvania, that Brian Harris, being duly qualified to serve as Township Manager, is hereby appointed to the position of Township Manager to commence his duties as Township Manager on October 29, 2018 as said powers and duties are more particularly set forth in the Code of Ordinances of East Coventry Township, Chapter 1 (Administration and Government), Part 7 (Township Manager) Section 706.

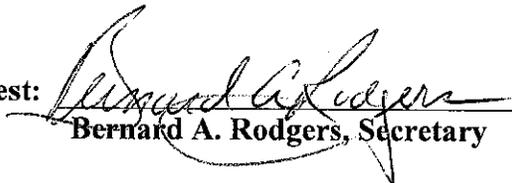
AND BE IT FURTHER RESOLVED, that Brian Harris shall be bonded in the amount of Ten Thousand Dollars (\$10,000.00) as required by the Code of Ordinances of East Coventry Township, Chapter 1 (Administration and Government), Part 7 (Township Manager) Section 704.

AND BE IT FURTHER RESOLVED, that Brian Harris shall be the compensated and eligible for benefits as set forth in that certain Conditional Offer of Employment dated August 30, 2018 attached hereto as Exhibit "A".

DULY ADOPTED, this 8th day of October, 2018 by the Board of Supervisors of East Coventry Township, Chester County, Pennsylvania, at its regularly scheduled meeting.

**EAST COVENTRY TOWNSHIP
BOARD OF SUPERVISORS**

Attest:


Bernard A. Rodgers, Secretary

By:

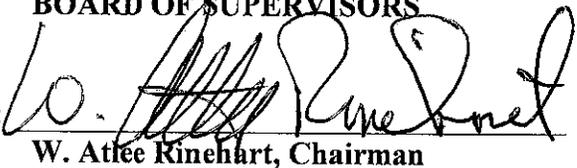

W. Atlee Kinehart, Chairman

Exhibit "A"

August 30, 2018

Brian Harris
1104 Rickenbach Road
Reading, PA 19605

Dear Mr. Harris:

On behalf of the Board of Supervisors of East Coventry Township, I am pleased to provide you with this conditional offer of employment to be the East Coventry Township Manager. This offer is conditioned upon the acceptable results of the Township's background investigation, drug screen test, and an affirmative vote by the Board of Supervisors, in its sole discretion, at a future public meeting of the Board to appoint you to the position of Township Manager. The position is subject to all legal requirements as found in the Pennsylvania Second Class Township Code and the East Coventry Township Code of Ordinances. The basic terms of the Township's conditional offer are:

1. Salary—Effective on your start of work and for all of calendar year 2018, your annualized salary shall be \$117,490.17 to be paid at the same payroll interval (currently every two weeks) as other employees. Hours of work are to include normal Township hours of operation Monday through Friday, and any additional hours (including night meetings) necessary to properly perform the job. As this is a salaried, managerial position, there is no overtime compensation, and you will be an at-will employee. As such, either you or the Township may terminate your employment at any time and for any reason, with or without notice or cause and in accordance with the Pennsylvania Second Class Township Code and East Coventry Township Code of Ordinances. Future salary levels will be determined by the Board of Supervisors.
2. Benefits—As shown below, your benefits will be the same as currently provided for all on-uniformed, Township employees, and will be subject to change from time-to-time, as determined by the Board of Supervisors.

a. Medical Insurance, Prescription, Dental, Vision — This position provides for coverage in a health care plan (currently DVIT administered Aetna PPO) that provides individual and/or family coverage for health, vision, prescription, and other medical insurance plans as the Township may designate from time-to-time. Currently, the medical plan has doctor deductibles of \$10/20 and the prescription plan has deductibles of \$10/20/35. The Township also provides up \$1,500 per year to the employee for all employee's and covered family members' medical, prescription, and dental deductibles and expenses (Note: even if you opt out for medical insurance coverage, this \$1,500 stipend will still apply for any medical insurance deductibles

you and/or your family incurs). If you accept this medical coverage, currently the employee contribution toward these coverages is 2.5% of the selected coverage premium, which is currently \$11/pay for single and \$24/pay for family coverage.

b. Sick Leave—This position provides for paid sick leave in the amount of 60 hours per year which is accrued, paid, and used in accordance with Township policies and procedures applicable to non-union employees. Currently you can rollover and accumulate up to 500 hours of sick time from one year to the next. Your sick leave time for 2018 shall be prorated to the amount of time you work in 2018.

c. Vacation—This position provides for four (4) weeks each year: Your vacation for 2018 shall be prorated to the amount of time you work in 2018. Your vacation time is accrued, paid, and used in accordance with Township policies and procedures applicable to non-union employees.

d. Life Insurance—This position provides for \$75,000 term life insurance coverage. Currently there is no employee contribution toward the cost of this benefit.

e. Pension Plan—This position provides for your membership in a defined contribution pension plan. Currently, employees contribute 5% of their salary for this pension plan and the Township contributes 5% of the salary. Additionally, there is a 457(b) deferred compensation pension plan available for you at your cost without any Township contribution.

f. Holidays/Personal Time—This position provides for paid holidays in accordance with those recognized in any calendar year by the Township. Currently there are ten (10) paid holidays per year, and there are 48 hours of personal time per year (your personal time allocation for 2018 will be prorated to the amount of time you work in 2018).

g. Disability Insurance—This position provides for both short and long term disability coverage. Currently there is no employee contribution toward the cost of this benefit.

h. Sickness/Accident Policy—The Township provides sickness and accident coverage. Currently there is no employee contribution toward the cost of this benefit.

3. *Professional Dues and Training*—The Township will pay the annual membership dues for the Association for Pennsylvania Municipal Managers (APMM) and the International City and County Managers Association (ICMA). Subject to the prior approval of the Board of Supervisors, and Township policies and procedures regarding expenses and reimbursement, you shall be permitted to attend at Township expense the conferences, meetings, and continuing education seminars of APMM, ICMA, and other professional training seminars.

4. *Municipal Vehicle*—The Township has a municipal vehicle that is available for you through shared use with other employees.

5. Termination and Severance— the following shall apply:

If terminated at any time for cause, or if the Township Manager chooses to resign of his own accord, there shall be no severance or other payment made other than payment of unused sick leave or vacation days in certain circumstances as addressed by the personnel manual or other already earned payments in conjunction with the terms and conditions of employment. For termination caused by an action of the Township without cause, the following severance payment schedule shall apply:

- a. If the Manager is terminated at any time during the first six months of employment, there shall be no severance paid;
- b. If the Manager is terminated at any time between six months and the end of calendar 2019, they shall be paid one (1) month of severance for each year served (beginning his first day of work) at the base salary at that time

Copies of all health, insurance, and pension plan documents are available to you for your review at any time before or after acceptance of this conditional offer. Please contact me if you have any problem accessing or obtaining these documents. The Board of Supervisors will consider your appointment as Township Manager upon receipt of this signed conditional offer letter, your successful passing of the background investigation, and your successful passing of a drug screen. Once the Township receives the executed acceptance from you, the background investigation will begin and the Township will coordinate your drug screen examination.

If you accept this conditional offer and agree to the terms listed above, please sign below and return a copy to me.

Sincerely,

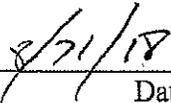
David L. Woglom

David L. Woglom

I have read this letter and accept the Conditional Offer contained within.



Name



Date