

EXETER TOWNSHIP EMPLOYMENT AGREEMENT

The Employment Agreement (“Agreement”) is made and entered this 9th day of January, 2023, by and between Exeter Township (“Employer” or “Township”) and Mary Elizabeth McBride (“Employee”). Collectively, Employer and Employee are referred to herein as the “Parties.”

BACKGROUND

WHEREAS, Employer is a Second Class Township within Berks County, Pennsylvania; and,

WHEREAS, Employee is an employee or contractor of Keystone Municipal Solutions and has been named Interim Township Manager; and,

WHEREAS, Township believes that Employee is an essential resource and valued employee and desires to hire Employee as its Township Manager; and,

NOW THEREFORE, Employer and Employee, for good and valuable consideration, receipt of which is hereby acknowledged, hereby agree that Employee’s terms and conditions of employment shall be as follows:

1. Background. The “WHEREAS” sections of this Agreement are incorporated herein by reference and made an integral part of this Agreement.

2. Effective Date. The Effective Date shall be February 5, 2023.

3. Term. This agreement shall become effective on the Effective Date and shall remain in effect for one (1) year, unless sooner terminated. Employer may extend this Agreement for one (1) additional year period.

4. Termination of employment.

A. Resignation and Retirement. Nothing in this Agreement shall prevent or limit the right of Employee to resign or retire at any time; however, if Employee resigns, she shall provide the Employer with at least thirty (30) days of written notice. In such event, Employee agrees, at the discretion of the Exeter Township Board of Supervisors, to work diligently during the thirty-day period to provide training and transitional support to the fullest extent possible. In the event that Employee resigns or retires, Employee shall have no right to receive compensation or other benefits (other than retirement, healthcare and any other benefits extended to all other non-union, management employees to the extent that Employee is eligible under then-existing Township policies) after her resignation or retirement.

B. Termination of Employment. The Parties acknowledge that Employee serves “at will,” and that her employment may be terminated by the Board of Supervisors for any reason at any time, with or without just cause.

5. Duties. Unless otherwise expressly agreed in writing, Employee shall discharge all duties and responsibilities as assigned by the Board of Supervisors and/or as authorized by the Exeter Township Code of Ordinances.

Employee shall follow the Employer's rules and regulations and any amendments or additions thereto, including those contained within the Employee Handbook. Employee promises to comply with all legal and ethical standards applicable to her employment with the Employer.

6. Hours of Work. Employee acknowledges that the role of Township regularly requires working outside of normal business hours, on weekends and at night. Employee is permitted to work remotely for up to two days per week.

7. Salary and Benefits.

(a) Salary

Employer shall pay to Employee an annualized salary of One Hundred Ten Thousand Dollars (\$110,000.00).

(b) Retirement Benefits

This Agreement does not alter Employee's ability to contribute to a Section 457 Deferred Compensation Plan or requirement to participate in the Exeter Township Pension Plan in accordance with applicable law, policies and the Pension Plan documents.

(c) Vacation, Personnel and Sick Hours

Employer shall provide Employee with eighteen (18) days of paid time off per year. To the extent that this Agreement conflicts with existing Township policies and procedures, this term shall control.

(d) Medical, Disability, Life Insurance and Sick Leave Benefits

This Agreement does not alter Employee's entitlement to or ability to participate in the Township's medical, disability, life insurance, and sick leave benefits subject to the terms and conditions of such programs as they may be changed from time to time by Employer on a Township-wide basis.

(e) Travel

Employee shall be permitted to fill her personal vehicle with up to thirty (30) gallons of fuel per week from the Township fueling station. This will be at Township expense. Employee shall maintain a written log of fuel used that shall be furnished to the Board of Supervisors within seven (7) days of a request. For any out-of-state travel required, Employer shall pay mileage at the then-existing IRS mileage reimbursement rate.

8. Indemnification

Employer shall defend, hold 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 concerning in the performance of Employee's duties. Employee shall be covered under any liability insurance policies written on behalf of

Employer for covered acts or omissions occurring in the performance of Employee's duties as an official at no expense to Employee.

9. 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.

10. 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.

11. Headings

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

12. Governing Law and Forum

This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania. The federal and state courts located within Berks County shall have exclusive jurisdiction over any matter arising under this Agreement.

IN WITNESS WHEREOF and intending to be legally bound hereby the parties hereto have signed this Agreement this 9th day of January, 2023.

**EXETER TOWNSHIP
BOARD OF SUPERVISORS**

MARY ELIZABETH MCBRIDE

Name: _____

Title: _____

Attest: _____