

TOWNSHIP MANAGER SEVERANCE AGREEMENT

THIS TOWNSHIP MANAGER SEVERANCE AGREEMENT (the "Agreement"), is made as of the 7 day of January, 2019 by and between West Vincent Township, with its principal place of business located at 729 Saint Matthews Road, Chester Springs, PA, 19425, ("Township"), and Erica Batdorf, having an address of 1564 El Drive, Pottstown, PA 19465, ("Employee"), (collectively hereinafter referred to as the "Parties").

WITNESSETH:

WHEREAS, the Township, by and through the Township Board of Supervisors, desires to employ Employee as the duly appointed Township Manager in accordance with the Second Class Township Code; and

WHEREAS, in recognition of the skillful, adept, and thorough manner in which Employee has performed services as the appointed Township Manager since the commencement of her employment, and in anticipation of the continued dedication by Employee in this position for the duration of term of this Agreement, the Township desires to enter into this Agreement with Employee; and

WHEREAS, Section 1301 of the Second Class Township Code, 53 P.S. §66301, permits a township board of supervisors to enter into certain employment agreements with a township manager subject to certain terms and conditions set forth therein; and

WHEREAS, Employee agrees to perform the services of Township Manager in accordance with the Second Class Township Code and all Ordinances of the Township of West Vincent, including but not limited to any Ordinance addressing the powers, duties, and obligations of the Township Manager, and the terms set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy, and sufficiency of which is hereby acknowledged and, intending to be legally bound hereby, the Parties hereto agree as follows:

1. **Present Employment:** The Township currently employs the Employee, and the Employee hereby accepts ongoing employment upon the terms and conditions hereinafter set forth regarding the severance of employment. The Parties agree that this Agreement shall not be construed as a guaranteed duration of employment and that Employee and/or the Township may terminate this Agreement at any time and for any reason. Employee understands that Employee's employment is "at-will," in accordance with applicable federal and state law, that Employee serves at the pleasure of the Township Board of Supervisors, and that this Agreement does not confer upon the Employee any legal remedy based on specific performance

2. **Term:** The term of this Agreement shall begin on January 7, 2019 and shall continue for two (2) years.

3. **Severance:** In the event Employee is terminated by the Township before the expiration of the Term of this Agreement, and excepting those circumstances set forth under Section 3.C of this Agreement, and in accordance with the conditions set forth under Section 4 of this Agreement, the Township agrees to provide Employee with the following severance benefits:

A. **Monetary Payment.** A monetary payment equal to one (1) month's current salary for every completed year of completed employment, up to a maximum payment amount of six (6) months of such salary;

B. **Health Benefits and Medical Benefits.** The Township agrees to continue and maintain all existing health and other medical benefits in place at the time of the Employee's separation from employment for Employee and for Employee's spouse for a period of one (1) month for every year of completed employment, up to a maximum of six (6) months of coverage, or until Employee secures similar coverage through other employment or means, whichever shall occur first.

C. The Township shall not be obligated to pay Employee the foregoing severance benefits referenced under this Paragraph in the event the Employee:

- i. Voluntarily resigns prior to the expiration of the term of this Agreement;
- ii. Commits an act of moral turpitude;
- iii. Is convicted of, enters a plea of *nolo contendere*, enters into an Accelerated Rehabilitative Disposition (ARD) program for, or enters into another court program whereby court supervision is imposed in lieu of or withholding verdict, to a felony or misdemeanor if such disposition constitutes a crime of theft, dishonesty, fraud, or other act of fiscal dishonesty;
- iv. Commits any willful or intentional act which causes injury to the Township or its elected officials, employees, or agents;
- v. Commits a grossly negligent act;
- vi. Willfully fails to act in a manner consistent with Employee's responsibilities or in the best interests of the Township, after the Township delivers to Employee a written demand for satisfactory performance that specifically identifies the manner in which the Township believes Employee is not satisfactorily performing Employee's duties and the Employee fails to cure the existing problem to the reasonable satisfaction of the Township within thirty (30) days;
- vii. Commits any act involving a willful disregard of Township's interest, a deliberate violation of the Township's rules, a disregard of standards of behavior which the Township has the right to expect of its employees, or negligence in such degree or recurrence as to manifest culpability, wrongful intent, or evil design, or show an intentional and substantial disregard of the

Township's interests or of the Employee's duties and obligations to the Township; or

viii. Is terminated for "just cause", as defined under applicable law.

D. Any severance payments or associated benefits are not an entitled, automatic, or a vested right or benefit as a result of employment.

E. In exchange for the severance benefits set forth above, Employee agrees to be available to consult at reasonable times upon reasonable notice and cooperate fully with the Township on any business matter, investigation, or legal matter as to which Employee has relevant information without further compensation for a period of six (6) months.

4. **Release:** In consideration for the receipt of any severance payment, Employee hereby releases and forever discharges the Township and its current and former subsidiaries and affiliates, and its directors, Board members, officers, agents and employees, and all persons acting by, through or in concert with any of them, and their successors and assigns, from any and all manner of actions, suits, proceedings, claims, losses, liabilities and demands of any kind or character whatsoever, at law or in equity, which in any way are related to or connected with Employee's employment or termination of employment with Township, including but not limited to claims relating to discrimination in Employee's employment with respect to race, color, sex, age, religion, national origin, disability or sexual orientation or on account of any other alleged violation arising under Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Americans with Disabilities Act, as amended, the Family and Medical Leave Act of 1993, the Employee Retirement Income Security Act of 1974, as amended, the Equal Pay Act, the Fair Labor Standards Act, the Uniformed Services Employment and Reemployment Rights Act, the Pennsylvania Human Relations Act or any other federal, state or local anti-discrimination law or statute, and any and all suits in tort or breach of contract, as well as any and all claims for additional compensation, damages, attorneys fees or costs.

Employee affirms that no charge, complaint or action has been filed by Employee against the Township and that Employee has not assigned any existing or potential claims against the Township to any third party. Employee specifically agrees and covenants not to sue or to bring, or assign to any third person, any claims or charges against the Township with respect to any matter arising before the date of this Agreement or covered by the release set forth in this Paragraph, and not to assert against Township in any action, suit, litigation or proceeding any matter arising before the date of this Agreement or covered by the release set forth in this Paragraph. Although this Agreement does not preclude Employee from filing a charge of discrimination with the Equal Employment Opportunity Commission, Pennsylvania Human Relations Commission, or other similar federal, state or local agency,

any claim for personal relief including reinstatement or money damages will be barred.


Employee Initials

12. **Resignation:** If termination of this Agreement is desired by Employee prior to the Agreement ending date, the Employee shall provide Board of Supervisors with ninety (90) days written notice.
13. **Governing Law:** This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.
14. **Entire Agreement:** This Agreement constitutes the entire understanding and Agreement between the parties and supersedes all prior Agreements, understanding said communications between the parties with respect to the subject matter hereof, and no verbal or other statements, inducements or representations have been made or relied upon by any party. Except as otherwise specifically set forth in this Agreement, no amendment, modification or termination of this Agreement shall be valid or binding up on the Parties unless in writing specifically referring to this Agreement and signed by the Parties or duly authorized representatives of the Parties hereto.
15. **No Assignments:** Neither this Agreement or any of the provisions hereof may be assigned by Employee. Nothing in this Agreement, expressed or implied, is intended to confer any rights or obligation on any person other than the Parties, their respective successors and permitted assigns.
16. **Waivers:** No waiver or any breach or default to this Agreement or any provisions herein contained shall be deemed valid unless in writing and signed by the party giving such waiver. If any party fails to enforce any provision of this Agreement or to exercise any right hereunder or waives any such right, such failure or waiver shall not be construed as constituting a waiver of that party's right thereafter to enforce each and every provision of this Agreement in accordance with its terms. No extension for the performance of any obligation or act shall be deemed an extension of time for performance or any obligations or acts.
17. **Severability:** It is understood and agreed by all the parties hereto that the provision of each of the paragraphs of this Agreement are independent of and severable from each other and if any provision or part thereof is held illegal, void, or invalid under applicable law, such provision or part may be changed to the extend reasonably necessary to make provision or part, as so changed, legal, valid, or binding. If any provision of this Agreement is held illegal, void, or invalid in its entirety, the remaining provisions of this Agreement

shall not in any way be affected or impaired, but shall remain binding in accordance with their terms and this Agreement shall be so interpreted.

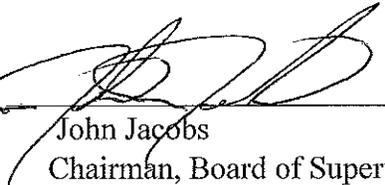
18. **Notices:** All notices and other communications required or permitted hereunder shall be in writing and shall be deemed given to a Party when delivered personally or when sent by United States Mail to the applicable address first set forth above, (or such other address as a Party may hereinafter designate from time to time).
19. **Advice of Counsel:** Employee represent that she consulted an attorney or otherwise voluntarily chose not to do so before signing this Agreement and release.
20. **Breach of Agreement:** Employee understands and agrees that any breach by Employee of any of the covenants contained in this Agreement shall entitle the Township to bring an action, including litigation, mediation or arbitration, for failure to comply with the terms of this Agreement and, further, the Township shall be entitled to attorneys' fees and costs as part of such action. If you are found in breach of this Agreement, any severance payments that Employee received shall be returned to the Township. Further, Employee agree that no additional monetary remedy exists at law for breach of this Agreement and that the Township shall be entitled to injunctive relief.
21. **Review of Rights:** Employee's signature below indicates that Employee has read, understands and agrees to all of the provisions of this Agreement, and that Employee has executed it voluntarily and with full knowledge of the significance of all provisions. **This Agreement contains a general release of claims. Please read it carefully before signing.**

IN WITNESS WHEREOF, the parties, intending to be legally bound, state that they understand this Agreement, enter into it freely, and have duly executed it below effective as of the date first written above.

Attest:



WEST VINCENT TOWNSHIP:

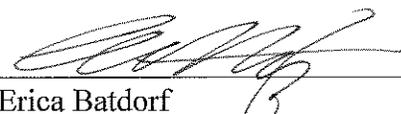
By: 
John Jacobs
Chairman, Board of Supervisors

Date: 11/7/19

Witness:



EMPLOYEE:

By: 
Erica Batdorf

Date: 11/7/19