

RESOLUTION NO. 2010-12

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF RADNOR, DELAWARE COUNTY, PENNSYLVANIA, APPOINTING A TOWNSHIP MANAGER AND FIXING THE COMPENSATION OF THE MANAGER PURSUANT TO ARTICLE V, SECTION 5.01, OF THE HOME RULE CHARTER OF RADNOR TOWNSHIP

WHEREAS, Article V, Section 5.01, of the Home Rule Charter of Radnor Township, authorizes the appointment of a Township Manager ("*Manager*") by a majority vote of the total membership of the Board of Commissioners ("*Board*") to serve at the pleasure of the Board; and

WHEREAS, there is a vacancy in the office of Township Manager and the Board of Commissioners has determined to fill the position of Manager; and

WHEREAS, the Board of Commissioners has performed a search for a Manager to fill the position who meets the qualifications for the Township Manager position set forth in Article V, Section 5.02 of the Home Rule Charter; and

WHEREAS, the Radnor Township Board of Commissioners has received numerous resumes and conducted interviews of applicants for the office of Township Manager; and

WHEREAS, the Radnor Township Board of Commissioners has selected a qualified applicant to fill the office of Township Manager for Radnor Township.

NOW, THEREFORE, be it hereby *RESOLVED*, that the Board of Commissioners does hereby select and appoint Robert Zienkowski to the office of Township Manager to exercise those powers and duties set forth at Article V, Section 5.03 of the Home Rule Charter and accompanying provisions of the Radnor Township Administrative Code, and the Board of Commissioners does hereby adopt the Employment Agreement entered into between The Township of Radnor and Robert Zienkowski attached hereto and incorporated herein as *Exhibit "A"*.

SO RESOLVED, at a duly convened meeting of the Board of Commissioners this 8th day of March, A.D., 2010.


RADNOR TOWNSHIP

By:


Name: John Nagle

Title: President

ATTEST:


Matthew Baumann, Secretary

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is made and entered into this day of , 2010, by and between the **TOWNSHIP OF RADNOR**, a political subdivision of the Commonwealth of Pennsylvania, hereinafter referred to as "**Township**", and **ROBERT ZIENKOWSKI**, hereinafter referred to as "**Manager**", both of whom agree and understand as follows:

I. Background

- A. Article V, Section 5.01, of the Home Rule Charter of Radnor Township, authorizes the appointment of a Township Manager by a majority vote of the total membership of the Radnor Township Board of Commissioners ("**Board**") to serve at the pleasure of the Board.
- B. There is a vacancy in the office of Township Manager and the Board has determined to fill the position of Manager.
- C. The Board has performed a search for a Manager to fill the position who meets the qualifications for the Township Manager position set forth in Article V, Section 5.02 of the Home Rule Charter.
- D. The Board has received numerous resumes and conducted interviews of applicants for the office of Township Manager.
- E. The Board has selected Robert Zienkowski to fill the office of Township Manager for Radnor Township ("**Manager**") and the Manager desires to accept employment as Township Manager for Radnor Township on the terms, covenants and conditions set forth in this Agreement as follows.

II. Duties

- A. The Manager shall have all of the powers and duties as set forth in Article V, Section 5.01, of the Home Rule Charter of Radnor Township and accompanying provisions of the Radnor Township Administrative Code.
- B. The Manager shall perform such other duties as specified by the laws and ordinances pertaining to Radnor Township and the Commonwealth of Pennsylvania, and as otherwise directed by the Board.

III. Term

- A. Manager shall be employed as Manager of the Township of Radnor "at will" as that term is defined under the Pennsylvania law at the time hereof and shall become effective May 1, 2010.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Board to terminate the services of Manager at any time as he is an "at will" employee. Similarly, nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Manager to resign at any time from the position of Township Manager. In the event that Manager decides to resign, he shall provide the Board with written and oral notice of his intent to resign thirty (30) days in advance thereof.

IV. Compensation, Benefits

- A. Manager's salary shall be set at One Hundred Eighty-Two Thousand Dollars (\$182,000.00) annually effective from the date of hire until modified or amended by official action of the Board.
- B. Township shall provide Manager a group term life insurance policy in the amount of One Hundred Thousand Dollars (\$100,000.00). This policy and coverage shall cease once employment with Radnor Township has terminated. Manager may participate in the Township's long-term disability policy currently in effect for other exempt employees.
- C. Township shall pay for two (2) memberships in municipal manager organizations and the attendance costs at two (2) annual conferences for the International City Management Association or other professional manager organization. All other membership and/or attendance costs for any other municipal manager conferences shall be pre-approved by the Board.
- D. Manager shall receive twenty (20) vacation days for the first year of service and for each year thereafter. Vacation days to be pro rated on a calendar basis from the effective date of employment. No carryover of unused vacation days may be made into the successive year. All vacation time must be used in the calendar year in which it is earned or it shall be forfeited.
- E. Manager shall receive three hundred (300) sick time hours to be utilized solely for periods of illness by Manager in four-hour increments. No other sick time hours may be accrued except by subsequent written agreement between the parties. Sick time hours shall not be used as vacation or personal time and there is no buy-out of any sick leave in the event of Manager's separation from employment with the Township. Township shall pay for a short-term disability policy to cover Manager for any periods of disability not covered by Manager's sick time up until Manager's eligibility under the Township's current long-term disability policy.

- F. Manager shall be entitled to all annual Township paid holidays which currently include New Years Day, Martin Luther King, Jr., Day, Presidents Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.
- G. Manager shall be entitled to five (5) days for bereavement leave and five (5) personal days annually to be prorated on a calendar basis from the effective date of employment. No carryover of bereavement leave or personal days may be made into the successive year and all such time must be used in the calendar year in which it is earned or it shall be forfeited.

V. Insurance, Pension

- A. Township shall provide Manager and his family with Township-paid health, dental and eye care coverage to commence on the date of hire if Manager so elects. For family coverage, the Manager's co-pay shall be the same as all other non-union township employees. The current family coverage co-pay is Two Hundred Dollars (\$200.00) per month.
- B. Manager may participate in the Township's Non-uniformed Employees Pension Plan with the current employee contributions of five percent (5%) of salary.
- C. Manager may participate in Township's Deferred Compensation Plan with employee contributions.

VI. Termination

- A. In the event that Manager's employment is terminated by the Board "without just cause", the Board shall provide Manager with fourteen (14) days notice of intent to terminate. Upon termination, Manager shall receive as severance his then current monthly salary and continuation of health insurance coverage according to the following schedule:
 - 1. If terminated during the first year of service, twelve (12) months severance and twelve (12) months paid health insurance.
 - 2. If terminated during the second year of service, nine (9) months severance and nine (9) months paid health insurance.
 - 3. If terminated during the third year of service, six (6) months severance and six (6) months paid health insurance.
 - 4. After three (3) years of service, three (3) months severance and three (3) months paid health insurance.
- B. The Township shall have no obligation to pay the severance benefits as described in the foregoing paragraph if Manager is terminated because of the following reasons:

1. Conviction of any criminal act, including misdemeanors and felonies.
 2. Material misconduct which serves to substantially undermine the Board's trust and confidence in Manager.
 3. Material and/or continuing breaches of the Township's personnel policy, the Township's Code of Ethics, the ICMA Code of Ethics, or the Township Home Rule Charter.
- C. The termination, resignation or removal procedures set forth in this Agreement are in lieu of any inconsistent removal procedure in either the Home Rule Charter or the Administrative Code. In consideration of the severance pay and paid medical coverage as set forth in Paragraph V of this Agreement, Manager waives any right to the removal procedures set forth in Section 5.04 of the Radnor Township Home Rule Charter and any inconsistent termination or removal procedures set forth in the Administrative Code of Radnor Township.
- D. Manager agrees that in the event he is terminated under the provisions of this Agreement, or if he resigns pursuant to this Agreement, he shall within thirty (30) days before separation, create a satisfactory detailed exit report to the Board of Commissioners describing his current activities and projects, as well as detailing all ongoing Township matters to assist in any transition. Manager further agrees that he will at his own expense take all necessary action and participate with any necessary transition with any successor Township Manager. The Township Manager also agrees that he will not use any information or data against the Township to hinder Township operations.

VII. Miscellaneous

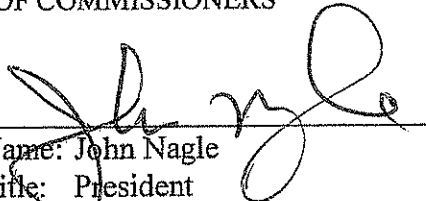
- A. The Manager is the highest appointed official of Radnor Township. He, thus, is required, at all times, on duty and off, to conduct himself in an ethical, civil and appropriate manner, with integrity, befitting his high public position in the Radnor community. The Manager shall conform at all times to the ICMA Code of Ethics, the Radnor Township Code of Ethics, and all other applicable laws and ordinances of Radnor Township, including the Township Home Rule Charter and Administrative Code, as amended.
- B. This Agreement encompasses all terms, conditions, and compensation granted to Manager by the Board of Commissioners of the Township of Radnor until modified or amended by further action of the Board. The Township shall review and evaluate the performance of Manager on an annual basis.
- C. The Board waives the residency requirement for Manager as authorized under Section 5.02 of the Radnor Township Home Rule Charter.
- D. The effective date of this Employment Agreement shall be May 1, 2010.

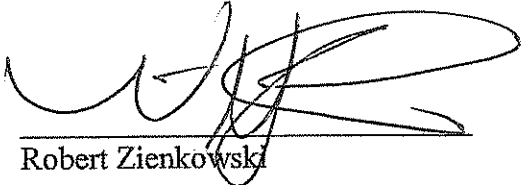
IN WITNESS THEREOF, the Township of Radnor has caused this Agreement to be signed and executed on its behalf by the Board of Commissioners and duly attested, and the Manager has signed and executed this Agreement, both in duplicate, the day and year first written above.

TOWNSHIP:

MANAGER:

TOWNSHIP OF RADNOR
BOARD OF COMMISSIONERS

By: 
Name: John Nagle
Title: President


Robert Zienkowski

Attest: 
Name: Matthew Baumann
Title: Township Secretary