

MOUNT PENN BOROUGH
BOROUGH COUNCIL BUSINESS MEETING
January 2, 2024

The Mount Penn Borough Council met for its monthly Business Meeting on January 2, 2024, at Borough Hall located at 200 N. 25th Street, Reading, PA 19606. The meeting was called to order by Council President Troy Goodman at 7:00 PM and adjourned at 7:47 PM.

Due to the November 7, 2023, election, three members of the Borough Council were re-elected: Christine Dise, Michael Kindlick, and Richard Lombardo. In addition, two new members were elected to the Borough Council: Thomas Baer and Yrisol Garcia. At the outset of the Reorganization meeting, only Troy Goodman and Roger Stief were seated members of the Council and began the meeting to reorganize the Borough.

Members in attendance were Mayor Ryan Maurer, Council President Troy Goodman, Council Vice President Roger Stief, Council Member Christine Dise, Council Member Jason 'Tuan' Duong, and Council Member Michael Kindlick. Staff and Professional Members present were Borough Manager Hunter L. Ahrens, Solicitor Zachary Morey, and Engineer Ty Leinneweber.

Others present included District Justice Sandra Fegley, Mark Dise, Amanda Stief, and several guests and members of the public.

Mr. Goodman opened the meeting with a pledge to the flag at 7:00 PM. Roll calls were made with Mr. Goodman, Mr. Stief, and Mr. Maurer present.

A motion was made by Troy Goodman appoint Zachary Morey as President Pro-Tempore to preside over the Oaths of Office for newly elected Council Members and the election of Council President. The motion was seconded by Roger Stief. There was no further discussion. The motion was agreed to unanimously.

Oaths of Office

Judge Sandra Fegley administered Oaths of Office to Members of Borough Council-elect Baer, Dise, Garcia, Kindlick, and Lombardo. Each member took their oath on a bible answered in the affirmative for their Oath of Office and completed the required documents.

Election of Officers

A nomination was made by Richard Lombardo to elect Troy Goodman as Council President. The motion was seconded by Roger Stief. There were no further nominations. The nomination was agreed to unanimously and Troy Goodman was elected Council President.

Mr. Goodman presided over the meeting after he was elected Council President.

A nomination was made by Richard Lombardo to elect Roger Stief as Council Vice President. The motion was seconded by Christine Dise. There were no further nominations. The nomination was agreed to unanimously and Roger Stief was elected Council Vice President.

Public Comment

There were no public comments.

Reorganization of Appointed Officials

A motion was made by Richard Lombardo to appoint the firm Hoffert & Klonis as the Solicitor for the Borough of Mt. Penn in 2024 under Resolution No. 01-24. The motion was seconded by Troy Goodman. The motion was agreed to unanimously.

A motion was made by Michael Kindlick to appoint the company Herbein & Company as the Auditor for the Borough of Mt. Penn in 2024 under Resolution No. 02-24. The motion was seconded by Christine Dise. The motion was agreed to unanimously.

A motion was made by Roger Stief to appoint Hunter L. Ahrens as Borough Manager for the Borough of Mt. Penn in 2024 under Resolution No. 03-24 and to approve his contract and append it to these minutes. The motion was seconded by Troy Goodman. The motion was agreed to unanimously.

Judge Sandra Fegley administered the Oath of Office to Mr. Ahrens for the role of Borough Manager. He took their oath on a bible answered in the affirmative for his Oath of Office and completed the required documents.

A motion was made by Christine Dise to appoint Hunter L. Ahrens, in addition to his duties as Borough Manager, as Borough Secretary in 2024. The motion was seconded by Michael Kindlick. The motion was agreed to unanimously.

A motion was made by Thomas Baer to appoint Hunter L. Ahrens, in addition to his duties as Borough Manager, as Borough Secretary in 2024. The motion was seconded by Michael Kindlick. The motion was agreed to unanimously.

A motion was made by Michael Kindlick to appoint Hunter L. Ahrens as Right to Know Officer for the Borough of Mt. Penn in 2024 under Resolution No. 04-24. The motion was seconded by Roger Stief. The motion was agreed to unanimously.

A motion was made by Roger Stief to appoint staff and establish wages under Resolution No. 05-24 in 2024. The motion was seconded by Michael Kindlick. The motion was agreed to unanimously.

A motion was made by Thomas Baer to appoint the firm Systems Design Engineering as the Engineer for the Borough of Mt. Penn in 2024 under Resolution No. 06-24. The motion was seconded by Troy Goodman. The motion was agreed to unanimously.

A motion was made by Roger Stief to appoint the firm Systems Design Engineering as the Accessibility Inspector for the Borough of Mt. Penn in 2024 under Resolution No. 07-24. The motion was seconded by Richard Lombardo. The motion was agreed to unanimously.

A motion was made by Yrisol Garcia to appoint the firm Systems Design Engineering as the Sewage Enforcement Officer for the Borough of Mt. Penn in 2024 under Resolution No. 08-24. The motion was seconded by Christine Dise. The motion was agreed to unanimously.

A motion was made by Roger Stief to appoint the firm Systems Design Engineering as the Zoning Officer for the Borough of Mt. Penn in 2024 under Resolution No. 09-24. The motion was seconded by Michael Kindlick. The motion was agreed to unanimously.

A motion was made by Roger Stief to appoint the firm Systems Design Engineering as the Building Code Official for the Borough of Mt. Penn in 2024 under Resolution No. 10-24. The motion was seconded by Richard Lombardo. The motion was agreed to unanimously.

A motion was made by Yrisol Garcia to appoint Timothy Waldman as the Fire Marshal for the Borough of Mt. Penn in 2024 under Resolution No. 11-24. The motion was seconded by Christine Dise. The motion was agreed to unanimously.

A motion was made by Roger Stief to appoint Timothy Waldman as the Electrical Inspector for the Borough of Mt. Penn in 2024 under Resolution No. 12-24. The motion was seconded by Christine Dise. The motion was agreed to unanimously.

A motion was made by Yrisol Garcia to appoint Brian Sands as the Plumbing Inspector for the Borough of Mt. Penn in 2024 under Resolution No. 13-24. The motion was seconded by Thomas Baer. The motion was agreed to unanimously.

A motion was made by Yrisol Garcia to appoint Brian Sands as the Property Transfer Inspector for the Borough of Mt. Penn in 2024 under Resolution No. 14-24¹. The motion was seconded by Troy Goodman. The motion was agreed to unanimously.

A motion was made by Christine Dise to appoint Jonathan Shrem as the Emergency Management Coordinator for the Borough of Mt. Penn in 2024 under Resolution No. 16-24. The motion was seconded by Roger Stief. The motion was agreed to unanimously.

Mr. Stief requested clarification about who would be responsible for hiring the Solicitor of the Zoning Hearing Board. Mr. Ahrens and Mr. Morey responded that was a decision of the Zoning Hearing Board, but the Borough Council should affirm that to pay the bills for the Zoning Hearings. The consensus of the Council was to appoint the firm Smith Bukowski and reflect that in the resolutions while removing specific references to an individual attorney for the firm.

A motion was made by Yrisol Garcia to strike reference to David Sobotka, Esq. on Resolutions 17 and 18 appointing a Solicitor for the Planning Commission and Zoning Hearing Board. The motion was seconded by Christine Dise. The motion was agreed to unanimously.

A motion was made by Yrisol Garcia to appoint the firm Smith Bukowski as the Solicitor for the Joint Planning Commission for the Borough of Mt. Penn in 2024 under Resolution No. 17-24. The motion was seconded by Christine Dise. The motion was agreed to unanimously.

¹ Resolution No. 15-24 Appointing a Vacancy Board Chairman was tabled.

A motion was made by Christine Dise to appoint the firm Smith Bukowski as the Solicitor for the Zoning Hearing Board for the Borough of Mt. Penn in 2024 under Resolution No. 18-24². The motion was seconded by Roger Stief. The motion was agreed to unanimously.

A motion was made by Christine Dise to table the appointment of Marina McGeough as a Zoning Hearing Board Member. The motion was seconded by Roger Stief. The motion was agreed to unanimously.

A motion was made by Troy Goodman to appoint Joseph Boyle as a Board Member for the Mount Penn Borough Municipal Authority for the term of five years under Resolution No. 20-24, with his term expiring December 31, 2028. The motion was seconded by Thomas Baer. The motion was agreed to unanimously.

A motion was made by Yrisol Garcia to appoint Roger Stief as a Planning Commissioner for the Mt. Penn and Lower Alsace Joint Planning Commission for the term of one year under Resolution No. 21-24, with his term expiring December 31, 2024. The motion was seconded by Christine Dise. The motion was agreed to unanimously.

Mr. Ahrens shared that the Planning Commission appointments were staggered to properly apportion the terms of service on the Planning Commission to get back to full four-year terms to be staggered.

A motion was made by Roger Stief to appoint Christine Dise as a Planning Commissioner for the Mt. Penn and Lower Alsace Joint Planning Commission for the term of two years under Resolution No. 22-24, with her term expiring December 31, 2025. The motion was seconded by Thomas Baer. The motion was agreed to unanimously.

A motion was made by Michael Kindlick to appoint James Cocuzza as a Planning Commissioner for the Mt. Penn and Lower Alsace Joint Planning Commission for the term of three years under Resolution No. 23-24, with her term expiring December 31, 2026. The motion was seconded by Yrisol Garcia. The motion was agreed to unanimously.

Other Reorganization Items

A motion was made by Michael Kindlick to affirm the Business Privilege Tax for the year 2024 under Resolution No. 24-24. The motion was seconded by Roger Stief. The motion was agreed to unanimously.

A motion was made by Roger Stief to affirm the Local Services Tax for the year 2024 under Resolution No. 25-24. The motion was seconded by Michael Kindlick. The motion was agreed to unanimously.

A motion was made by Thomas Baer to affirm the Per-Capita Tax for the year 2024 under Resolution No. 26-24. The motion was seconded by Roger Stief. The motion was agreed to unanimously.

A motion was made by Thomas Baer to affirm the Real Estate Transfer Tax for the year 2024 under Resolution No. 27-24. The motion was seconded by Michael Kindlick. The motion was agreed to unanimously.

² Resolution No. 19-24 Appointing a Member of the Zoning Hearing Board was tabled.

A motion was made by Roger Stief to adopt the Comprehensive Fee Schedule under Resolution No. 28-24. The motion was seconded by Michael Kindlick. The motion was agreed to unanimously.

A motion was made by Roger Stief to set rules for conduct during meetings of Borough Council Members, staff, and members of the public under Resolution No. 29-24. The motion was seconded by Michael Kindlick. The motion was agreed to unanimously.

A motion was by Christine Dise to designate the Reading Eagle as the regular publication of legal advertisements for the Borough of Mount Penn in 2024. The motion was seconded by Troy Goodman. The motion was agreed to unanimously.

A motion was made by Christine Dise to table the appointment of a Vacancy Board Chair. The motion was seconded by Roger Stief. The motion was agreed to unanimously.

Mr. Ahrens shared that he reviewed the bylaws of the Central Berks Regional Police Commission and understood their meaning that all three members of the Central Berks Regional Police Commission needed to be appointed at the annual Reorganization meeting.

A motion was made by Richard Lombardo to appoint Roger Stief as a member of the Central Berks Regional Police Commission for the Borough of Mount Penn in 2024. The motion was seconded by Michael Kindlick. The motion was agreed to unanimously.

A motion was made by Richard Lombardo to appoint Ryan Maurer as a member of the Central Berks Regional Police Commission for the Borough of Mount Penn in 2024. The motion was seconded by Michael Kindlick. The motion was agreed to unanimously.

A motion was made by Roger Stief to appoint Christine Dise as a member of the Central Berks Regional Police Commission for the Borough of Mount Penn in 2024. The motion was seconded by Richard Lombardo. The motion was agreed to unanimously.

A motion was by Richard Lombardo to authorize the Borough of Mount Penn to participate in the Berks County Countywide Uniform Construction Code Appeals Board in 2024. The motion was seconded by Michael Kindlick. The motion was agreed to unanimously.

A motion was made by Richard Lombardo to authorize the Borough Manager to approve discretionary purchases of up to \$2,000.00 in total each week consistent with the budget and the objectives of the Borough Council in 2024. The motion was seconded by Michael Kindlick. The motion was agreed to unanimously.

Mr. Goodman and Mr. Lombardo asked what the amount would be for the treasurer's bond. Mr. Ahrens shared that he recommended \$750,000.00 which would be less than a \$2,000.00 premium annually. Mr. Morey commented that the bond should be for the amount that is under the Manager's oversight. Ms. Garcia sought clarification on the amount of funds under the Manager's oversight.

A motion was made by Richard Lombardo to authorize the Borough Manager to attain security bonding for his role as Borough Manager and Treasurer in 2024 for \$750,000.00. The motion was seconded by Michael Kindlick. The motion was agreed to unanimously.

A motion was made by Richard Lombardo to accept the IRS Posted Mileage Reimbursement Rate of \$0.67 per mile in 2024. The motion was seconded by Roger Stief. The motion was agreed to unanimously.

A motion was made by Yrisol Garcia to designate First National Bank, located locally at 5140 Perkiomen Avenue, as the repository of all Borough Funds in 2024. The motion was seconded by Christine Dise. The motion was agreed to unanimously.

A motion was made by Roger Stief to designate the Mount Penn Borough Volunteer Fire Company to provide Fire Protection for Mount Penn Borough in 2024. The motion was seconded by Christine Dise. The motion was agreed to unanimously.

A motion was made by Richard Lombardo to designate the Lower Alsace Ambulance Association to provide Emergency Medical Services for Mount Penn Borough in 2024. The motion was seconded by Michael Kindlick. The motion was agreed to unanimously.

A motion was made by Roger Stief to set the office hours at Borough Hall as 8:00 AM until 4:00 PM, Monday through Friday, with permission to close the office for lunch between 12:00 PM and 1:00 PM in 2024. The motion was seconded by Christine Dise. The motion was agreed to unanimously.

A motion was made by Roger Stief to set the Holiday Schedule, not otherwise dictated in the Collective Bargaining Agreement, for Borough Hall and all staff to be New Year's Day; Presidents' Day; Martin Luther King, Jr. Day; Good Friday; Memorial Day; Independence Day; Labor Day; Columbus Day; Veterans Day; Thanksgiving Day; Friday after Thanksgiving; and Christmas Day in 2024. The motion was seconded by Thomas Baer. The motion was agreed to unanimously.

Adjournment

A motion was made by Michael Kindlick to adjourn the meeting at 7:47 PM. The motion was seconded by Roger Stief. There was no further discussion. The motion was agreed to unanimously.

**EMPLOYMENT AGREEMENT
BETWEEN
THE BOROUGH OF MOUNT PENN AND HUNTER L. AHRENS**

THIS AGREEMENT, made and entered into Tuesday, January 2, 2024, by and between the Borough of Mount Penn, Berks County, Pennsylvania ("Mt. Penn"), a political subdivision of the Commonwealth of Pennsylvania, and Hunter L. Ahrens of 5450 Oley Turnpike Road, Reading, Pennsylvania, (hereinafter "Ahrens") both of whom agree as follows:

WITNESSETH

WHEREAS, Mt. Penn desires to employ the services of Ahrens as Borough Manager of the Borough of Mount Penn, Pennsylvania, as provided for in the Borough Code, 8 Pa. C.S. section 101 et seq.; and Ordinance No. 890 of the Borough of Mount Penn; and

WHEREAS, the Borough Council desires to provide certain benefits, establish certain conditions of employment, and set forth working conditions for Ahrens; and

WHEREAS, Ahrens desires to be employed as Borough Manager of Mount Penn Borough.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties intending to be legally bound agree as follows:

Section I - Duties of the Borough Manager

- A.** Mt. Penn hereby agrees to employ Ahrens as Borough Manager of the Borough of Mount Penn. Ahrens hereby accepts the position of Borough Manager of the Borough of Mount Penn.
- B.** Ahrens hereby agrees to perform the functions and duties specified in the Borough Code, Ordinance No. 890, and other applicable ordinances of the Borough of Mount Penn, and to perform other legally permissible and proper duties and functions as the Borough Council ("Council") shall from time-to-time assign, subject to this Agreement. Ahrens shall also discharge such other duties as appointed or assigned and shall follow all employee rules and regulations and any amendments or additions thereto, of Mt. Penn, keep the Council fully informed on a prompt and continuous basis with regard to the day-to-day operations of Mt. Penn, and perform such job functions and duties as detailed and directed by Council from time to time.
- C.** Ahrens shall faithfully serve Mt. Penn, shall use his best efforts to promote Mt. Penn's interests, and, recognizing that this is a full-time position, shall not, without the consent of the Council, have any active business interests beyond the business of Mt. Penn except for personal investments in securities or property, assuming that such investments do not involve any material time commitment or create any conflicts of interest between Ahrens and Mt. Penn.
- D.** Ahrens and Mt. Penn shall at all times act following the ICMA Code of Ethics tenets (revised 2023), attached herein as Addendum C. Both shall at all times act in accordance with the Pennsylvania Ethics Act.

AHRENS EMPLOYMENT AGREEMENT

Section II - Term

- A. The term of this agreement shall extend from January 2, 2024, to and including January 5, 2026. It is expressly understood, however, that Ahren's employment is at will.
- B. Mt. Penn and Ahrens agree that this Employment Agreement shall not in any way affect the "at-will" status of Ahrens nor alter Mt. Penn's ability to terminate Ahrens at any time for any reason or no reason, in accordance with the Borough Code and/or the "at-will" employment doctrine as interpreted in Pennsylvania.
- C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Ahrens to voluntarily resign at any time from his position and employment with the Borough. In the event Ahrens voluntarily resigns as Borough Manager, Ahrens shall provide the Council with not less than thirty (30) days advance written notice unless the parties agree otherwise.

Section III - Probationary Period

- A. Ahrens shall serve a probationary period until May 31, 2024, wherein he shall not be eligible for severance, and shall have paid time off in accordance with Addendum B (attached herein). At Mt. Penn and the Council's discretion, via written notice, Ahrens may have his probation ended before May 31, 2024.
- B. If Mt. Penn and the Council elect to end Ahrens' probationary before May 31, 2024, his benefits listed in Addendum A shall take effect immediately.
- C. Benefits not otherwise addressed in Addendum B, shall be granted as written elsewhere herein.

Section IV - Termination and Suspension

- A. **Suspension.** Mt. Penn and the Council may suspend Ahrens with or without full pay and benefits, or otherwise place Ahrens on administrative leave or other involuntary absence, without the consent of Ahrens during an investigation. If Ahrens is on leave or suspension and goes without pay or benefits otherwise stipulated in this agreement, he shall be given written notice of the nature of the investigation and the opportunity to respond.
- B. **Termination.**
 - 1. Terminated on or before May 31, 2024. If Ahrens is terminated during the probationary period, there will be no severance payment.
 - 2. Terminated after May 31, 2024. As an at-will employee, Mt. Penn may remove Ahrens at any time and Ahrens may resign at any time. In the event Ahrens is terminated by Mt. Penn and Ahrens is still able and desires to perform duties of the Borough Manager, then Mt. Penn agrees to continue his salary and health insurance as follows; Ahrens will be paid ten (12) weeks of salary and ten (12) weeks of health care. If Ahrens should obtain employment elsewhere before the expiration of the time that Mt. Penn is obligated to continue to provide his salary and healthcare, his salary and healthcare benefits shall cease as of the

AHRENS EMPLOYMENT AGREEMENT

date he commences such other employment. In the event Ahrens voluntarily resigns his position, he shall give Mt. Penn at least thirty (30) days prior written notice and shall provide Mt. Penn any assistance it may desire in selecting his replacement. If Ahrens is terminated because of malfeasance, misfeasance, or nonfeasance, or if he is convicted of a misdemeanor or a felony, then Mt. Penn shall have no obligation to pay Ahrens his salary or provide health insurance benefits after the termination date.

- C. Should Ahrens be permanently disabled or otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity, or health for ninety (90) days, Mt. Penn and the Council shall have the option to terminate this agreement.

Section V - Base Salary

- A. Mt. Penn agrees to pay Ahrens for his services rendered pursuant hereto as Borough Manager an annual base salary, set by resolution annually. Payment is prorated during the term of this agreement, payable in installments at the same time as other employees of the Borough are paid. As provided for in Section XIII, upon receipt of Ahrens' performance evaluation, Mt. Penn and the Council agree to review Ahrens' performance and base pay and, without any commitment for any modification thereof, to evaluate whether any adjustment thereto is, in the Council's exclusive discretion, appropriate.

Section VI - Retirement Benefits

- A. Retirement benefits shall be directly paid to eligible retirement accounts that Ahrens designates to the Borough.
- B. Ahrens shall be paid 10.00% equivalent to salary quarterly to the identified retirement account(s). If Ahrens departs before the completion of a quarter, the pro-rated balance shall be paid to Ahrens' identified retirement account(s).
- C. Ahrens shall have no obligation to Mt. Penn at separation regarding his retirement benefits. Ahrens shall not be eligible for other retirement benefits offered by Mt. Penn.

Section VII - Paid Leave Benefits

- A. Holidays, Personal, Vacation, Sick, and other paid time off according to Addendum A (attached herein).
- B. Paid time off, referred to in this section shall be governed by Addendum B during the Probationary period.
- C. Ahrens shall be entitled to paternity leave as follows:
 - 1) Ahrens shall be granted one week of vacation after the birth or adoption of a child(ren).
 - 2) After the one week of vacation, Ahrens shall be permitted to work Thursdays and Fridays remotely for up to eleven (11) weeks thereafter as part of his paternity leave.

AHRENS EMPLOYMENT AGREEMENT

Section VIII - Health and Other Insurances

- A.** Dental, Health, Life, Vision, and Long-term and Short-term disability according to Addendum A, including while on probation according to Section III (attached herein).
- B.** Ahrens may elect to forego Health Insurance benefits for a year but shall be paid an annual stipend of \$4,800.00 for the year. If a waiver of benefits is taken, the stipend shall be pro-rated for the months when Health Insurance is not provided to Ahrens.
- C.** Ahrens may elect to forego Health Insurance Benefits in October annually; a qualifying event such as marriage, death, or similar events may permit Ahrens to change his election of Health Insurance benefits before or after October.

Section IX - Professional Development

- A.** Mt. Penn shall support Ahrens' professional development and reimburse him for membership fees of the International City Manager's Association (ICMA), Society of Human Resource Management (SHRM), Government Finance Officers Association (GFOA), and Pennsylvania State Association of Boroughs (PSAB).
- B.** Mt. Penn shall from time to time, as submitted to Council, pay professional development courses, seminars, training, examination fees, and other expenses associated therewith. Mt. Penn supports Ahrens' professional development as Borough Manager.

Section X - Mobile Phone Benefit

- A.** The Council shall provide Ahrens with a mobile or cellular phone for work as Borough Manager.

Section XI - Other Benefits

- A.** All provisions of the Code of the Borough and the rules, regulations, and policies of the Borough relating to fringe benefits and working conditions for all confidential employees as they now exist or hereafter may be amended, shall apply to Ahrens as they would to all other confidential employees of Mt. Penn.
- B.** In addition to Base Salary as provided for in Section V above, Ahrens shall receive payment for services provided that are outside of the scope of the Borough Manager's typical duties. To be paid for any such service, the service must be: (1) outlined in the annual rate schedule adopted by the Council and a service typically provided by others (e.g., taking and completing minutes of Borough meetings). Pre-approval by the Borough shall not be required if the pay rate is set by Resolution of the Council; or (2) a service not typically performed by the Manager and pre-approved in writing by the Council as to both services to be provided and compensation for the same.

Section XII - General Expenses

- A.** Mt. Penn and the Council recognize and may approve, that certain expenses of a non-personal and job-affiliated nature are incurred by Ahrens, including participation and attendance in civic

AHRENS EMPLOYMENT AGREEMENT

and other local organization functions and activities (i.e., events by the Chamber of Commerce), and hereby agrees to reimburse or pay said general expenses.

- B.** Mt. Penn shall bear the full cost of any fidelity or other bonds required of Ahrens as the Borough Manager under any law or ordinance.

Section XIII - Performance Evaluation

- A.** Ahrens shall provide the Council with a written performance self-evaluation no later than October 1st of each year. The Council shall review and evaluate the written performance self-evaluation following specific criteria developed jointly by the Council and Ahrens. The Council shall return a written acknowledgment and acceptance of Ahrens' self-evaluation.
- B.** The Council may also make its evaluation that shall be returned to Ahrens in writing by the 15th of October annually. The Council's evaluation shall follow criteria jointly established by the Council and Ahrens.
- C.** Annually, the Council and Ahrens shall jointly define goals and objectives that they determine necessary for the proper operation of the Borough of Mt. Penn, and in the attainment of the Council's policy objectives. The Council and Ahrens shall further establish a relative priority among those various goals and objectives, which shall generally be attainable within the time limitations as specified, and within the annual budget and appropriations provided. This shall be completed by February 15th annually.

Section XIV - Indemnification

- A.** Mt. Penn shall defend, save harmless, and indemnify Ahrens against any tort, professional liability claim, demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Ahrens' duties as Borough Manager, excluding willful and intentional acts by Ahrens taken outside of his authority and/or the Mt. Penn's best interests. Mt. Penn and the Council may, in its exclusive judgment, compromise, settle, or litigate any such claim or suit and promptly pay or satisfy the amount of any such settlement or judgment rendered thereon. Said indemnification shall extend beyond termination of employment, and the otherwise expiration of this Agreement, to provide complete protection to Ahrens by Mt. Penn, as described herein, for any acts undertaken or committed in his capacity as Borough Manager, regardless of whether the notice of filing of a lawsuit for such tort, claim, demand, or other legal action occurs during or following Ahrens' employment with the Borough.

Section XV - General Provisions

- A.** The foregoing constitutes the entire agreement of the parties hereto concerning the subject matter of this Agreement and Ahrens acknowledges that he has not been induced by any oral or other written representations or promises other than those herein expressed. No modification hereof shall be binding upon the parties unless the same is approved by Mt. Penn and the Council, made in writing, and signed by the parties hereto.

AHRENS EMPLOYMENT AGREEMENT

- B.** This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the estate of Ahrens.
- C.** This Agreement shall become effective upon execution by Ahrens and adoption and approval by the Council of the Borough of Mt. Penn.
- D.** If any provisions, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

Section XVI - Governing Law

- A.** This Agreement shall be interpreted under the laws of the Commonwealth of Pennsylvania.

Section XVII - Waivers and Amendments

- A.** No waiver of any term, provision, or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further and continuing waiver of any such term, provision, or condition of this Agreement. No amendment to any provision of this Agreement shall be effective unless in writing and signed by each party hereto.

SIGNATURES ON THE NEXT PAGE

AHRENS EMPLOYMENT AGREEMENT

IN WITNESS THEREOF, the Borough Council of the Borough of Mt. Penn has caused this Agreement to be signed and executed on its behalf by each of its members, and Ahrens has signed and executed this Agreement, both in duplicate, on the 2nd of January 2024.

BOROUGH OF MT. PENN COUNCIL

Council President

Hunter L. Ahrens

Council Vice President

Personnel Committee Chair

ATTEST:

APPROVED AS TO FORM:

Mayor

Solicitor

**AHRENS EMPLOYMENT AGREEMENT
ADDENDUM A**

Holidays	<p>Twelve (12) Days: New Year's Day; Presidents' Day; Martin Luther King Day; Good Friday; Memorial Day; Independence Day; Labor Day; Columbus Day; Veterans Day; Thanksgiving Day; Friday after Thanksgiving; Christmas Day.</p> <p>At the Council's discretion, Ahrens may be granted additional Holidays in the calendar year.</p>
Personal Leave	Three (3) days or twenty-four (24) hours.
Vacation Leave	Fifteen (15) days or one-hundred-twenty (120) hours per calendar year.
Sick Leave	Ten (10) days or eighty (80) hours per calendar year
<p>Other Leave with Pay</p> <p><u>Medical Permission Leave</u> - Can use sick time for leave to participate in a doctor's visit for Ahrens or his dependents.</p> <p><u>Jury Duty</u> - Receive base pay; jury fees returned to Mt. Penn.</p> <p><u>Bereavement</u> - Three (3) workdays for death in the immediate family (spouse, parent, child, grandparent, grandchild, brother, sister, etc.) to attend the funeral. One (1) bereavement day is granted for non-immediate family (death of aunt, uncle, stepparent, stepchild, father-in-law, mother-in-law, sister-in-law, and brother-in-law) to attend the funeral.</p>	
Dental Care Insurance	Duly appointed provider by the Council.
Healthcare Insurance	Duly appointed provider by the Council.
Life Insurance	Coverage amounting to \$25,000.00 with a duly appointed provider by the Council.
Vision Care Insurance	Duly appointed provider by the Council.
Long-Term Disability	Duly appointed provider by the Council.
Short-Term Disability	Duly appointed provider by the Council.
<p><u>Other Optional Benefits</u></p> <p>Direct Deposit of paycheck</p> <p>Value-Added Member Wellness Programs are offered through health coverage providers.</p>	

**AHRENS EMPLOYMENT AGREEMENT
ADDENDUM C**

Holidays	Twelve (12) Days: New Year's Day; Presidents' Day; Martin Luther King Day; Good Friday; Memorial Day; Independence Day; Labor Day; Columbus Day; Veterans Day; Thanksgiving Day; Friday after Thanksgiving; Christmas Day.
Personal Leave	Three (3) days or twenty-four (24) hours.
Vacation Leave	Five days (5) days or forty (40) hours.
Sick Leave	Ten (10) days or eighty (80) hours.
Other Leave with Pay	
<u>Medical Permission Leave</u> – Can use sick time for leave to participate in doctor visits for Ahrens or his dependents.	
<u>Jury Duty</u> - Receive base pay; jury fees returned to the Borough.	
<u>Bereavement</u> - Three (3) workdays for death in the immediate family (spouse, parent, child, grandparent, grandchild, brother, sister, etc.) to attend the funeral. One (1) bereavement day is granted for non-immediate family (death of aunt, uncle, stepparent, stepchild, father-in-law, mother-in-law, sister-in-law, and brother-in-law) to attend the funeral.	
Note on Probationary Period	
Upon successful completion of the Ahrens probationary period, he shall be eligible for severance pay, and benefits will be governed by Addendum A (attached herein).	

ICMA CODE OF ETHICS

The mission of ICMA is to create excellence in local governance by developing and fostering professional local government management worldwide. To further this mission, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every member of ICMA, who shall:

1. We believe professional management is essential to effective, efficient, equitable, and democratic local government.
2. Affirm the dignity and worth of local government services and maintain a deep sense of social responsibility as a trusted public servant.
3. Be dedicated to the highest ideals of honor and integrity in all public and personal relationships in order that the member may merit the respect and confidence of the elected officials, of other officials and employees, and of the public.
4. Serve the best interests of all community members.
5. Submit policy proposals to elected officials; provide them with facts, and technical and professional advice about policy options; and collaborate with them in setting goals for the community and organization.
6. Recognize that elected representatives are accountable to their community for the decisions they make; members are responsible for implementing those decisions.
7. Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the members of the employing legislative body.
8. Make it a duty continually to improve the member's professional ability and to develop the competence of associates in the use of management techniques.
9. Keep the community informed on local government affairs. Encourage and facilitate active engagement and constructive communication between community members and all local government officials.
10. Resist any encroachment on professional responsibilities, believing the member should be free to carry out official policies without interference, and handle each problem without discrimination on the basis of principle and justice.
11. Manage all personnel matters with fairness and impartiality.
12. Public office is a public trust. A member shall not leverage his or her position for personal gain or benefit.

Adopted by the ICMA Executive Board in 1924, and most recently revised by the membership in April 2023.