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**A RESOLUTION OF THE BOROUGH OF ABBOTTSTOWN,  
ADAMS COUNTY, PENNSYLVANIA,  
APPOINTING A BOROUGH MANAGER  
RESOLUTION NO. 2024-01**

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**Whereas;**

The Borough of Abbottstown is a political subdivision of the Commonwealth of Pennsylvania;  
and

Under the authority of Sections 1141-1143 of the Pennsylvania Borough Code, 8 P.S. §1141 -  
§1143; and Ordinance 2005-03; Abbottstown Council had created the office of Borough  
Manager; and

Under the Borough Code, Council shall, while the office exists, appoint by a vote of a majority  
of its members, one person to fill the office of Borough Manager;

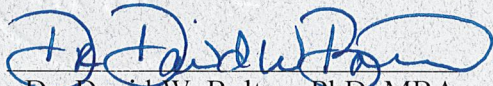
NOW, THEREFORE, BE IT RESOLVED:

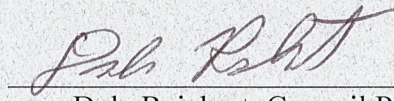
1. Abbottstown Borough Council appoints Dr. David W. Bolton, PhD, MBA, as the  
Borough Manager for Abbottstown, to serve at the pleasure of Council.
2. The powers and duties of the Borough Manager are set forth in Ordinance 2005-03 and  
further described and delegated in the Addendum attached hereto and made part hereof.
3. This Resolution was adopted by a motion and approval by a majority vote of the  
members of the Abbottstown Borough Council at a duly advertised meeting.

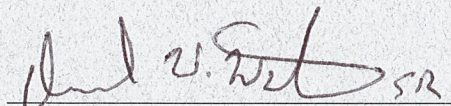
ADOPTED THIS 2<sup>nd</sup> DAY OF JANUARY 2024

ATTEST:

THE BOROUGH OF ABBOTTSTOWN

  
Dr. David W. Bolton, PhD, MBA  
Borough Secretary

  
Dale Reichert, Council President

  
Honorable Daniel W. Watkins, Sr.  
Mayor

## OFFICE OF MANAGER

**SECTION 1: Creation of Office of Borough Manager:** The Office of Borough Manager of Abbottstown was created by the Borough Council of Abbottstown, subject to the right of Council, by Ordinance 2005-03 dated June 16, 2005.

**SECTION 2: Appointment and Removal of Manager:** The Borough Manager shall be appointed for an indefinite term by a majority of all the members of Council. The Borough Manager shall serve at the pleasure of Council and may be removed at any time by a majority vote of all the members of Council. At least 30 days before such removal becomes effective, Council shall furnish the Manager with a written statement setting forth its intention to remove him and the reasons, therefore.

**SECTION 3: Qualifications of Manager:** The Borough Manager shall be chosen on the basis of his executive and administrative abilities, with special reference to his actual experience in, or his knowledge of, accepted practices in respect to the duties of his office as set forth in Section 6 below. The Manager need not be a resident of the Borough or of the Commonwealth of Pennsylvania.

**SECTION 4: Manager's Bond:** Before entering upon the duties of Borough Manager, the appointed Manager shall give bond to the Borough with a bonding company assuring such sum as is set by Resolution of Council, conditioned upon the faithful performance of the duties of the office. Any premiums associated therewith or therefore shall be paid by the Borough. If the Borough Manager also serves as Treasurer, one bond is sufficient for both positions.

**SECTION 5: Manager's Compensation:** The salary of the Manager shall be fixed from time to time in the same manner as compensation for all other Borough employees. At such time as Council appoints an individual to the office of Borough Manager, Council shall also fix the initial salary of said Manager.

### **SECTION 6: Powers and Duties of Manager:**

a) The Borough Manager shall be the Chief Administrative Officer of the Borough and shall be responsible to Council as a whole for the proper and efficient administration of the affairs of the Borough.

b) The Borough Manager's powers and duties shall relate to the general management of all Borough business, not expressly imposed, or conferred upon other Borough officers by statute.

c) Subject to recall by ordinance of Council, the Borough Manager shall:

- 1) Supervise and be responsible for the activities of all Borough departments except the police department.
- 2) With the concurrence of Council, hire, and when necessary for the good of the Borough, suspend or discharge employees under the Borough Manager's supervision and jurisdiction.
- 3) Make recommendations to Council with respect to the compensation of all employees under his supervision and jurisdiction.

- 4) Prepare and submit to Council before the close of the fiscal year or on such alternative date as Council may determine, a budget for the next fiscal year as an explanatory budget message and administer same.
- 5) Obtain from the Chief of each department, board, agency, or other office, estimates of revenues and expenditures and other supporting duties for the purpose of preparing the budget.
- 6) Serve as Borough Secretary and Treasurer, at the pleasure of Council.
- 7) To the extent provided by law, execute and enforce the ordinances and resolutions of the Borough.
- 8) Attend all meetings of Council and, upon request, attend its committee meetings with the right to take part in any and all discussions pursuant to the rules and regulations for the conduct of meetings as established by Council, and to represent Council on various boards and committees outside of the Borough.
- 9) Prepare the agenda for each meeting of Council and supply facts pertinent thereto.
- 10) Submit periodic reports of the condition of Borough Ordinances and such other reports as Council deems appropriate and may request.
- 11) Make recommendations to Council as the Borough Manager deems necessary and appropriate.
- 12) Submit to Council as soon as practicable at the close of the fiscal year a complete report of the financial and administrative activities of the Borough for the preceding year.
- 13) Secure compliance with or negotiate the terms of all franchises, leases, permits, and privileges granted by Council.
- 14) Employ, with the approval of Council, experts, and consultants to perform work and to advise in connection with any of the functions of the Borough and to see to the letting of contracts in due form of law.
- 15) Supervise performance and faithful execution of all contracts.
- 16) Secure payment to the Borough of all money owed and ensure that proper proceedings are taken for the securing and collection of all the Borough's claims.
- 17) Be the Purchasing Officer of the Borough and purchase, in accordance with the provisions of the Borough Code, all supplies and equipment for various agents, boards and departments and other offices of the Borough.
- 18) Prepare necessary invoices and collect any fees for services or any other municipal fee imposed by Borough Ordinance or Resolution.
- 19) Prepare invoices for and collect those taxes not otherwise collected by the Tax Collector.

- 20) Serve as Secretary to the Zoning Hearing Board.
- 21) Serve as or supervise the Borough Code and Zoning Officer.
- 22) Be responsible for managing and directing the finances of the Borough to insure proper investments of all municipal funds in excess of immediate needs as well as the administration of all loans.
- 23) Keep an account of all purchases and, when directed by Council, make a full and written report thereof.
- 24) Issue rules and regulations, subject to the approval of Council, governing the requisition and purchase of all municipal supplies and equipment.
- 25) Investigate and dispose of all complaints regarding services or personnel of the Borough.
- 26) Be administrator, supervisor and be responsible for activities of any and all Borough employees who shall be assigned to his jurisdiction by ordinance or resolution of Council or assigned to his jurisdiction by the Mayor in writing as hereinafter provided.
- 27) Represent Council in matters relative to union and union members and shall issue all work rules and disciplinary notices to union employees on behalf of Council.
- 28) Keep a current inventory showing all real and personal property of the Borough and its condition and shall be responsible for the care and custody of all such property, including equipment, buildings, parks, and all other Borough property, which is not by law assigned to some other office or body for care and control.
- 29) Publish all notices, ordinances or other documents required by law to be published and to prepare or cause to be prepared all reports which the Borough or any officials thereof are required by law to prepare.
- 30) Prepare and have custody of all municipal records required by law to be kept by the Borough and not by a specific officer.
- 31) Where the law makes it the duty of a specific officer to keep or maintain records, the Manager shall make available to such officer all necessary clerical assistance for the preparation of such records and shall make available a place for the custody of such records.
- 32) Where the law requires or provides for a certification of any records or documents by any office of the Borough, the Manager shall cause such records or documents to be properly prepared and presented to such officer for his signature.
- 33) Keep a complete set of maps and plats showing the location of all Borough utilities and other Borough properties, streets and other public places, and all lots or parcels of land subdivided according to law.

34) Shall maintain an office in Borough Hall and shall spend such time in the performance of his duties as may be required by Council.

35) When the Manager becomes ill or needs to be absent from the Borough, the Manager shall designate with the approval of Council, one qualified member of his staff who shall perform the duties of the Manager during the Manager's absence or disability.

36.) May be co-employed by other municipalities, academic agencies, or other employer, as long as it does not create a conflict of duties.

**SECTION 7: Delegation of Certain Powers and Duties of Mayor to Manager:**

The Mayor is hereby authorized to delegate to the Manager, subject to recall by written notification at any time, any of his non-legislative and nonjudicial powers and duties.

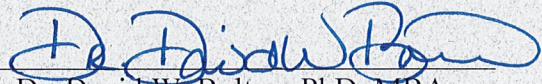
**CERTIFICATE**

**2024-01**

I, the undersigned officer of the Borough of Abbottstown, hereby certify that the foregoing Resolution was approved by majority vote of the entire Council at a meeting duly convened according to law and held on January 2, 2024, at which meeting a quorum was present; said Resolution has been recorded in the minutes of said Council; and said Resolution remains in effect, unaltered and unamended, as of the date of this Certificate.

I further certify that the Borough of Abbottstown met the advance notice requirements of the Pennsylvania Sunshine Act, 65 Pa. Cons. Stat. §701 et seq., by advertising the time and place of said meeting and by posting prominently a notice of said meeting at the principal office of the Borough or at the public building in which said meeting was held.

IN WITNESS WHEREOF, I set my hand and affix the official seal of the Borough of Abbottstown this 2<sup>nd</sup> Day of January 2024.



Dr. David W. Bolton, PhD, MBA  
Secretary

(SEAL)

## **2024-2025 BOROUGH MANAGER'S AGREEMENT**

THIS AGREEMENT MADE as this 2<sup>nd</sup> Day of January 2024, by and between the BOROUGH OF ABBOTTSTOWN, Adams County, Commonwealth of Pennsylvania (herein "Borough"), located at 241 High Street, Abbottstown, PA 17301, and Dr. David W. Bolton, PhD, MBA, whose primary address is 76 Skyview Circle, Hanover, PA 17331 (herein "Manager").

### **WHEREAS;**

The Borough wishes to employ Dr. David W. Bolton as its Borough Manager; and

The parties are desirous of entering into this two-year agreement; and

The Pennsylvania Consolidated Statutes, Title 8 (the "Borough Code") provides certain requirements for Borough Managers (8 Pa.C.S. § 1141 and 1142);

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree to the following powers, duties, term of office, compensation, and other terms and conditions of employment as Borough Manager.

### **Section A. Employment**

This Agreement shall commence on January 1, 2024, and expires December 31, 2025.

As set forth in the Borough Code Section 1141 and 1142 (8 Pa.C.S. § 1141, 1142), nothing in this agreement shall prevent or limit the right of the Borough to terminate the services of Dr. Bolton at any time, at the sole discretion of the Borough Council. Should Dr. Bolton be terminated by Council prior to the above end date or not be awarded a contract in January 2026, he shall be entitled a six (6) month severance payment at the salary set forth in Section B, payable prior to his final departure from the Borough's service.

Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Dr. Bolton to resign at any time from his position with the Borough. Dr. Bolton shall give thirty (30) days written notice to the Borough prior to the effective date of his resignation.

### **Section B. Compensation.**

Dr. Bolton shall receive a salary of \$5,000.00 per month with compensation payable in bi-weekly installments in a manner identical to all Borough employees.

### **Section C. Benefits.**

Dr. Bolton shall be entitled to the following benefits:

1. Paid holidays as listed and updated in the Borough Employee Handbook.
2. Retirement — No retirement plan or matching contributions will be offered.
3. Sick Days — Dr. Bolton shall receive 40 hours of personal/sick time which shall not accumulate. Sick days may be sold back if unused at the end of the year or prior to terminating employment.
4. Vacation Days - Mr. Bolton shall receive 120 hours of vacation which shall not accumulate. Vacation days may be sold back if unused at the end of the year or prior to terminating employment.

5. Life Insurance- Life insurance will not be offered.

6. Auto Allowance — Applicable mileage experienced by Dr. Bolton in his personal vehicle will be reimbursed at the rates declared according to annual borough resolution.

7. Membership Dues — Funds included in the appropriate General Fund budget may be used for applicable, professional organizational dues, including intergovernmental groups, notary fees, etc.

8. Conferences — Funds included in the appropriate General Fund budget may be used for applicable, professional organizational conferences.

9. Severance Pay — As set forth above.

10. Technology Allowance — Funds included in the appropriate General Fund budget may be used for applicable technology purchases necessary to perform assigned borough duties.

#### Section D. Other Terms and Conditions of Employment.

1. Hours of Work. The parties understand and agree that the Manager position is exempt under the Fair Labor Standards Act and no overtime pay will be available. Manager may, with the approval of the Council President or Personnel Committee Chair, be afforded “comp time” for any weeks in which 40 hours are exceeded. These hours may be used for time off in lieu of personal/sick or vacation hours in the following pay period. Such comp time should be noted on biweekly payroll forms and signed by the President or Personnel Committee Chair,

#### 2. Business Expenses:

a. Mileage reimbursement per IRS regulations for Borough and other committee business assigned or sponsored by Council. Travel to and from work is excluded.

b. Reimbursement within formal budgeting constraints and prior approval by Council for training, education, and conferences related to the position of Borough Manager. Per diems available per Employee Manual.

3. Powers and Duties. The powers and duties of the Manager shall be as set forth in the Borough Code Section 1142 (8 Pa.C.S. § 1142), and as detailed in the attached exhibit.

4. Bond. The Manager shall give a bond to the Borough in the manner provided by Borough Ordinance. A single bond may be issued if Manager is serving as Treasurer.

5. The Council, in consultation with the Manager, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Manager, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or any applicable law.

6. The Manager will also act as the Secretary, Treasurer, and Open Records Officer.

7. The Manager shall, while on Borough business, be attired in a professional manner.

8. During the term of employment by the Borough, the Manager will be permitted to accept other employment or to become employed by another employer as long as the duties of the other position do not interfere with the duties of this position.

9. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed

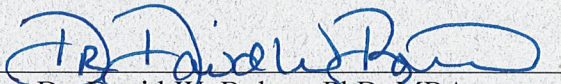


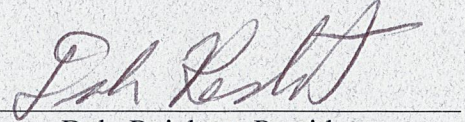
severable and shall not be affected and shall remain in wea full force and effect.

In Witness of, the Borough of Abbottstown has caused this Agreement to be signed and executed this Agreement on its behalf by its President of Council and Dr. David W. Bolton in duplicate as of the day and year first above written.

ATTEST:

BOROUGH OF ABBOTTSTOWN

  
Dr. David W. Bolton, PhD, MBA

  
Dale Reichert, President

  
Laura Baker, Personnel Committee