

AGREEMENT

THIS AGREEMENT, made and entered into this 8th day of January, A.D. 2001, by and between THE BURGESS AND TOWN COUNCIL OF THE BOROUGH OF POTTSTOWN, a municipal corporation, organized and existing under the laws of the Commonwealth of Pennsylvania, hereinafter referred to as "Borough"; and, MARK FLANDERS, of Pottstown, Montgomery County, Pennsylvania, hereinafter called "Flanders".

W I T N E S S E T H:

WHEREAS, Borough desires to employ the services of Flanders as Chief of Police of the Pottstown Police Department of Montgomery County, Pennsylvania; and,

WHEREAS, it is the desire of the Borough to provide certain benefits, establish conditions of employment and to set working conditions for said Flanders; and,

WHEREAS, Flanders desires to accept employment as Pottstown Police Chief of the Borough of Pottstown, Montgomery County, Pennsylvania; and,

WHEREAS, the parties desire to set forth their Agreement in writing.

NOW, THEREFORE, the parties hereto, in consideration of the mutual promises set forth herein, intending to be legally bound

hereby under the terms of the Uniform Written Obligations Act enacted by the Commonwealth of Pennsylvania, agree as follows:

ARTICLE I. TERM OF AGREEMENT:

Section 1. The term of this Agreement shall begin January 1, 2001 and shall continue in full force and effect until December 31, 2004. At the conclusion of the initial term, this Agreement shall continue to run for additional one (1) year terms upon the same terms and conditions in this Agreement unless the parties shall mutually agree to modify this Agreement.

Section 2. Flanders agrees not to accept or engage in any other employment during the term of this Agreement or any extension or renewal thereof, provided however "employment", as used herein, shall not be construed to include occasional teaching, writing, counseling or military service performed on time off. It is understood and agreed by the parties that this provision shall not preclude Flanders from his home business of building stained glass products.

ARTICLE II: TERMINATION OF AGREEMENT:

Section 1. FOR CAUSE.

This Agreement may be terminated at any time for just cause for any one of the following reasons set forth in the Pennsylvania State Borough Code, 53 P.S. §46190 which consists of the following:

(A) Physical or mental disability affecting Flanders' ability to continue in service, in which case Flanders shall receive an honorable discharge from service;

(B) Neglect of violation of any official duty;

(C) Violation of any law which provides that such violation constitutes a misdemeanor or felony;

(D) Inefficiency, neglect, intemperance, immorality, disobedience of Ordinances, or conduct unbecoming an Officer;

(E) Intoxication while on duty;

(F) Engaging or participating in conducting any political or election campaign other than exercising Flanders' own right of suffrage.

In as much as Flanders is protected under the Civil Service provisions of the Pennsylvania Borough Code, if Flanders is subject to termination as set forth above, then Flanders is entitled to a hearing before the Borough Civil Service Commission ("Commission") which shall determine whether or not the grounds justify Flanders' discharge. The Commission may make such a determination only after proper notice and hearing that meet the requirements of the Borough Code, the United States Constitution and any other applicable statute, ordinance or rule.

No further wages or benefits are due Flanders if termination for cause is upheld.

Section 2. RESIGNATION.

If the termination of this Agreement is desired by Flanders prior to the agreed ending date stated above in Article I, the following procedures shall be followed:

(A) Borough shall be given ninety (90) days written notice;

(B) Flanders agrees to monetarily reimburse Borough any unearned benefits prior to termination.

(C) Otherwise, salary shall cease upon termination.

ARTICLE III: SALARY:

Borough agrees to pay Flanders an annual salary of Sixty-Seven Thousand Dollars (\$67,000.00) per year. In addition, Borough agrees to increase the said base salary of Flanders in such amounts and to such extent as Council may determine to do so on the basis of an annual salary review of the Chief of Police made at the same time as similar consideration is given to other municipal management employees generally.

ARTICLE IV: DUTIES:

Borough hereby agrees to employ said Flanders as the Pottstown Chief of Police of the Borough of Pottstown, Montgomery County, Pennsylvania, to perform the functions and duties specified

in the Job Classification which is attached hereto, made a part hereof and marked as Exhibit "A". Flanders agrees to faithfully and dutifully perform the duties of the position of Chief of Police. The Borough also further agrees that Flanders, as Chief of Police, shall have all of the powers, authority, and duties enumerated to him by any charter, law, ordinance, resolution or other rule. Although the parties acknowledge that the job of Police Chief often requires emergency response, attendance at various meetings held during other than the traditional work day, it is the intent of the parties that the traditional work day, under normal circumstances, for the Police Chief shall be 8:00 a.m. to 5:00 p.m. Under no circumstances shall Flanders be entitled to or accumulate any compensatory (comp) time.

ARTICLE V: RESIDENCY:

At all times during the term of this contract or any renewal or extension thereof, Flanders shall maintain his primary principal residence within a five (5) mile radius of the boundary line of the Borough of Pottstown.

ARTICLE VI: BENEFITS:

Benefits shall be provided to Flanders as set forth in Exhibit "B" attached hereto.

ARTICLE VII: PROFESSIONAL CONFERENCES:

Section 1. Flanders may request special leave and reimbursement for professional conferences, training and/or development.

Section 2. The Borough shall review the request and make such decision for approval or disapproval on a case by case basis.

ARTICLE VIII: UNIFORM AND EQUIPMENT:

Flanders shall receive the sum of Four Hundred Dollars (\$400.00) annually for the purchase of civilian clothing and to replace, as required, all uniforms, accessories, and necessary equipment. An initial uniform inventory shall be provided upon the execution of this Agreement. Flanders shall receive a lump sum payment on January 1<sup>st</sup> of each year and provide receipts to the Borough prior to the end of the calendar year or this allowance shall be treated as income.

ARTICLE IX: MODIFICATIONS:

No change or modification of this Agreement shall be valid unless in writing and signed by both parties.

ARTICLE X: NOTICE:

Notice pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

To Borough:

Pottstown Borough Council President  
Pottstown Borough Hall  
100 East High Street  
Pottstown, PA 19464

To Flanders:

Mark Flanders

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

ARTICLE XI: ENTIRE AGREEMENT:

The Borough and Flanders acknowledge that this is the entire Agreement between the parties, and that Flanders acknowledges that this Agreement severs and terminates all other benefits (with the exception of pension) that Flanders is so entitled by reason of his prior service as a Pottstown Borough Police Officer, Captain of the Pottstown Borough Police Department, and Acting Chief of the Pottstown Borough Police Department.

ARTICLE XII: LAW GOVERNING:

This Agreement shall be construed and governed by the laws of the Commonwealth of Pennsylvania as to interpretation and as to performance.

ARTICLE XIII: SEVERABILITY OF PROVISIONS:

If any clause or portion of this Agreement shall be determined to be illegal or to be void as against public policy, the remainder of this Agreement shall not be affected thereby.

ARTICLE XIV: CIVIL SERVICE EXAMINATION:

The parties agree that this Agreement is subject to Flanders successfully passing a non-competitive examination for the position of "Chief" administered by the Pottstown Civil Service Commission. In the event that Flanders fails to pass the examination, this Agreement shall become null and void.

IN WITNESS WHEREOF, the Borough has caused this Agreement to be signed and executed on its behalf and Flanders has executed this Agreement the day and year first above written.

THE BURGESS AND TOWN COUNCIL  
OF THE BOROUGH OF POTTSTOWN

BY: Jack F. Wolf (Seal)  
President

ATTEST: [Signature] (Seal)  
Secretary

[Signature] (Seal)  
Mark Flanders

APPROVED this 8th day of  
January, A.D. 2001.

Anne M. Jones  
Mayor

**BOROUGH OF POTTSTOWN**

**Chief Of Police**

**GENERAL DEFINITION**

This is supervisory and administrative police management work. Duties involve direction of activities enforcing laws to protect life, property, and public order through the effective use of available human and physical resources.

Work is performed, consistent with legal authority, under the direction of an administrative superior. Assignments are varied and require the application of initiative, judgment, and confidentiality in accordance with developed policies, procedures, precedents, and legal requirements. Work involves stressful situations, non-traditional hours, and exposure to some hazardous conditions.

**TYPICAL EXAMPLES OF WORK (Illustrative Only)**

Develops, administers, and periodically modifies department long-range plans.

Directs department operations; develops and supervises the implementation of policies, operating procedures, and staff work schedules.

Meets with staff to discuss issues, to provide information and direction, and to explain rules and regulations; reviews police reports.

Plans and implements, with supervisory staff, uniformed officer five-year training plans based on course availability which meet State and Federal standards.

Organizes and supervises special investigations and complaints against department employees; assumes field command in emergency situations.

Develops and defends the department budget; monitors expenditures for compliance with approved budget; writes and administers grants.

Decides on whether to repair or replace equipment; purchases supplies and equipment; writes purchase orders and bid specifications as determined by purchase cost; reviews bids and recommends choice of bidder.

Meets with Borough and police peers and professional organizations to discuss mutual concerns and to develop joint activities; meets with elected officials, the media, and citizens to discuss police and related issues and concerns.

Represents the Borough on pertinent boards, committees, and advisory boards.

## Chief of Police, P.2

Recommends selection procedures to the civil service commission, conducts applicant background investigations, and recommends employment decisions.

Provides input to management collective bargaining negotiators; administers the contractual grievance and discipline provisions.

Evaluates, formally or informally, performance of immediate subordinates.

Suggests and imposes disciplinary action.

Maintains personnel files on a current and confidential basis.

Maintains records; prepares correspondence and reports.

Performs related work as required.

### REQUIRED KNOWLEDGES, SKILLS, AND ABILITIES

Thorough knowledge of modern police administration policies and practices.

Considerable knowledge of law enforcement agencies impacting on local police operations.

Knowledge of governmental administrative management principles and practices including planning, budgeting, purchasing, and human resources.

Knowledge of supervisory principles and practices.

Some knowledge of public information policies and practices.

Ability to effectively plan, organize, and direct police work.

Ability to communicate well, orally and in writing.

Possession of, and ability to exercise, tact, emotional stability, and sound judgment.

Ability to continuously meet required educational, self-defense, and care and use of weapons qualifications.

Ability to sit, stand, walk, climb, stoop, bend, crouch, crawl, reach, lean, handle, finger, feel, kneel, twist, see (near vision), talk, hear, and lift and carry up to 75lbs.

Ability to establish and maintain effective working relations with associates, other law enforcement officials, the media, and citizens.

#### EDUCATION AND EXPERIENCE

A bachelor's degree from an accredited college or university in criminal justice or a related field.

Five years of progressively responsible supervisory police experience.

Or any equivalent combination of acceptable education and experience.

#### LICENSES

Certification by the Pennsylvania Municipal Police Officers Education and Training Commission no later than one year after employment.

Possession of a valid motor vehicle operator's license.

CLASS EST 08/00

EXHIBIT "B"

AGREEMENT BETWEEN THE  
BURGESS AND TOWN COUNCIL OF  
THE BOROUGH OF POTTSTOWN  
AND MARK FLANDERS

DATED THE 8<sup>th</sup> DAY OF JANUARY, A.D. 2001

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1. Holidays. Flanders shall receive the same eleven (11) paid holidays granted to other Borough employees.

2. Personal Days. Three (3) paid personal days per annum.

3. Vacation with Pay. Twenty (20) days of vacation per year.

4. Death in the Family. Flanders is permitted up to four (4) days leave with pay to attend services and make household adjustments.

5. Injury Leave. Maximum of one hundred and eighty (180) days leave with full pay less worker's compensation or Borough insurance benefits.

6. Sick Leave. Twelve (12) sick days per year accumulated to a maximum of one hundred and fifty (150) days.

7. Hospitalization/Health Insurance. Hospitalization/health insurance provided to ALL Other Management Employees within the Borough known as the "MANAGEMENT Package".

8. Automobile. Borough shall provide a police vehicle for use by Flanders, and all attendant, operating and maintenance expenses and insurance. This vehicle is to be used by Flanders in connection with the performance of his duties as Chief of Police and for his professional growth and development, and shall not be used by family members for personal use.

9. Travel. Should a Borough vehicle not be available and Flanders be required to use his own personal vehicle, Flanders will be reimbursed at TWENTYNINE Cents (29¢) per mile when on Borough business and using personal vehicle; full reimbursement for public transportation.

10. Life Insurance. Fifty Thousand Dollars (\$50,000.00) term life insurance while employed.

11. Accidental Death and Dismemberment. Additional Forty Thousand Dollars (\$40,000.00) for accidental death or dismemberment while employed.

12. Retirement Life Insurance. Conversion of Fifty Thousand Dollars (\$50,000.00) to personal option.

13. Retirement. As outlined Borough Ordinance No. 1679 of August 12, 1991, as amended - Act 600. It is acknowledged and agreed to by both parties that Flanders shall receive the same pension benefit as required by any Borough Ordinance then in effect relating to retirement and pension of Police Officers.

14. Post Retirement Medical Benefits. Flanders shall be eligible for the retirement benefits set forth in Section 402(A)(2) of the Collective Bargaining Agreement by and between the Borough of Pottstown and the Pottstown Police Officers Association dated January 1, 1999 through December 31, 2003. For this benefit, Flanders agrees to contribute two percent (2%) of his gross compensation toward the cost of this retirement benefit.

ADDENDUM

THIS ADDENDUM made this 8<sup>TH</sup> day of MARCH, 2004, by and between THE BURGESS AND TOWN COUNCIL OF THE BOROUGH OF POTTSTOWN, a quasi-municipal corporation, organized and existing under the laws of the Commonwealth of Pennsylvania, (hereinafter referred to as "Borough"), and MARK FLANDERS, of Pottstown, Montgomery County, Pennsylvania, (hereinafter referred to as "Flanders").

W I T N E S S E T H:

WHEREAS, the parties hereto have entered into an Agreement dated January 8, 2001, (hereinafter referred to as "Employment Agreement"), whereby the Borough employs Flanders as Chief of Police of the Pottstown Police Force; and,

WHEREAS, it is the desire of the Borough and Flanders to amend and modify the Employment Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained therein, the parties covenant and agree to amend the Employment Agreement as follows:

1. The benefits as set forth in Exhibit "B" to the Employment Agreement are hereby amended to effectuate the following changes:

(a) Holidays set forth in paragraph 1 shall be amended to twelve (12) paid holiday to include Martin Luther King's Birthday;

(b) Vacation, with pay, as set forth in paragraph 3, shall be amended to become twenty-five (25) days of vacation per year;

(c) Reimbursement for mileage when using a personal vehicle as provided in paragraph 9 shall be amended to thirty-five cents (\$.35) per mile;

(d) Post retirement medical benefits, as provided for in paragraph 14, shall be amended to be based upon base compensation and not gross compensation.

(e) Retirement Incentive Pay as set forth in Section 217 in the Collective Bargaining Agreement between the Borough of Pottstown and the Pottstown Police Officers Association dated January 1, 2004, through December 31, 2008.

2. Article VIII, Uniform and Equipment, shall be amended to amend the amount for clothing allowance to Five Hundred Dollars (\$500.00) annually.

3. In all other respects, the Employment Agreement dated January 8, 2001, shall remain in full force and effect.

4. The effective date of this Addendum shall be January 1, 2004.

IN WITNESS WHEREOF, Borough and Flanders has signed and executed this Addendum the day and year first above written.

THE BURGESS AND TOWN Borough  
OF THE BOROUGH OF POTTSTOWN

BY: Jack F. Wolf  
President

ATTEST: [Signature]  
Secretary

Virginia L. Takach  
Witness

[Signature]  
Mark Flanders

Approved this 8<sup>th</sup> day of  
MARCH, A.D. 2004.

Anne M. Jones  
Mayor

SECOND ADDENDUM TO EMPLOYMENT AGREEMENT

THIS SECOND ADDENDUM, made this 15<sup>th</sup> day of December, A.D. 2005, between THE BURGESS AND TOWN COUNCIL OF THE BOROUGH OF POTTSTOWN, a municipal corporation, organized and existing under the laws of the Commonwealth of Pennsylvania, (hereinafter referred to as "Borough"), and MARK FLANDERS, of Pottstown, Montgomery County, Pennsylvania, (hereinafter referred to as "Flanders").

W I T N E S S E T H:

WHEREAS, the parties hereto have entered into an Agreement dated January 8, 2001, (hereinafter referred to as "Employment Agreement"), and an Addendum dated March 8, 2004, (hereinafter referred to as "First Addendum") whereby the Borough employs Flanders as Chief of Police of the Pottstown Police Force; and

WHEREAS, pursuant to Article IX of the Employment Agreement, no change or modification shall be valid unless in writing and signed by both parties; and

WHEREAS, it is the desire of both Flanders and Borough to amend and modify the Employment Agreement and First Addendum;

NOW, THEREFORE, in consideration of the mutual covenants contained therein, the parties covenant and agree to amend the Employment Agreement and First Addendum as follows:

1. Article III, Salary, shall be amended to set the annual salary of Flanders at Eighty-Five Thousand, Five Hundred Dollars (\$85,500.00) per year.

2. Paragraph 7 of Exhibit "B" of the Employment Agreement, Hospitalization/Health Insurance, shall be amended to provide that Flanders shall receive the same benefits and coverage regarding hospitalization, major medical, and all other health insurance benefits, for himself and his eligible dependents, as are provided to all police officers within the Borough. Flanders's Individual contributions for these benefits shall not exceed the individual amount contributed by Borough Police Officers.

3. An additional paragraph 15 shall be added to Exhibit "B" of the Employment Agreement and state as follows:

"TUITION ASSISTANCE - Tuition assistance reimbursement in the amount of One Thousand Dollars (\$1,000.00) annually."

4. In addition to base compensation, Flanders shall receive special detail reimbursement compensation at the rate of Forty-one Dollars (\$41.00) per hour for his participation in special detail projects that are scheduled outside his typical workday hours. Flanders shall only be entitled to this compensation when the Borough is eligible to receive reimbursement for said special details by outside agencies.

5. The effective date of this Addendum shall be January 1, 2006.

6. All other provisions of the Employment Agreement dated January 8, 2001, and the Addendum dated March 8, 2004, between the parties, to the extent not inconsistent with the terms of this Addendum are reaffirmed.

IN WITNESS WHEREOF, the parties have signed and executed this Second Addendum the day and year first above written.

THE BURGESS AND TOWN COUNCIL  
OF THE BOROUGH OF POTTSTOWN

By: Jack D. Wolf  
President

Attest: Jack M. Lopez  
Secretary

Mark Flanders  
Mark Flanders

Don Skiller  
Witness

Approved this 29<sup>th</sup> day of  
DECEMBER A.D. 2005.

Anne M. Jones  
Mayor

THIRD ADDENDUM TO EMPLOYMENT AGREEMENT

THIS THIRD ADDENDUM, made this 14<sup>TH</sup> day of MAY, A.D. 2007, between **THE BURGESS AND TOWN COUNCIL OF THE BOROUGH OF POTTSTOWN**, a municipal corporation, organized and existing under the laws of the Commonwealth of Pennsylvania, (hereinafter referred to as "Borough"), and **MARK DAVID FLANDERS**, of Pottstown, Montgomery County, Pennsylvania, (hereinafter referred to as "Flanders").

WITNESSETH:

**WHEREAS**, the parties hereto have entered into an Agreement dated January 8, 2001, (hereinafter referred to as "Employment Agreement"), an Addendum dated March 8, 2004, (hereinafter referred to as "First Addendum"), and an Addendum dated December 15, 2005, (hereinafter referred to as "Second Addendum") whereby the Borough employs Flanders as Chief of Police of the Pottstown Police Force; and

**WHEREAS**, pursuant to Article IX of the Employment Agreement, no change or modification shall be valid unless in writing and signed by both parties; and

**WHEREAS**, it is the desire of both Flanders and the Borough to amend and modify the Employment Agreement, the First Addendum, and the Second Addendum;

**NOW, THEREFORE**, in consideration of the mutual covenants contained therein, the parties covenant and agree to amend the Employment Agreement, the First Addendum, and the Second addendum as follows:

1. Paragraph 13 of Exhibit "B" of the Employment Agreement, Retirement, shall be amended to include the addition of a Deferred Retirement Option Plan, (hereinafter referred to as

"DROP"). The terms and conditions of the DROP are more fully described in Exhibit "A" which is attached to this Third Addendum and incorporated herein by reference.

2. Paragraph 14 of Exhibit "B" of the Employment Agreement, Post Retirement Medical Benefits, shall be amended to read as follows:

14. Post Retirement Medical Benefits. Flanders shall be eligible for post retirement medical benefits set forth in Section 402 (A)(2) of the Collective Bargaining Agreement by and between the Borough of Pottstown and the Pottstown Police Officers' Association dated January 1, 2004 through December 31, 2008. For this benefit Flanders agrees to contribute two percent (2%) of his gross compensation toward the cost of this retirement benefit. The election to enter into a DROP Program shall not affect the contribution described in this paragraph. Upon termination of the DROP Program, Flanders shall be eligible for benefits as set forth in this Section.

3. Paragraph 4 of the Second Addendum, special detail reimbursement compensation, shall be amended to revise the rate to Forty-five Dollars (\$45.00) per hour.

4. The effective date of this Addendum shall be May 14, 2007.

5. All other provisions of the Employment Agreement dated January 8, 2001, and the First Addendum dated March 8, 2004, and the Second Addendum dated December 15, 2005, between the parties, to the extent not inconsistent with the terms of this Addendum are reaffirmed.

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IN WITNESS WHEREOF, the parties have signed and executed this Third Addendum the day and year first above written.

THE BURGESS AND TOWN COUNCIL  
OF THE BOROUGH OF POTTSTOWN

By: *Jack D. Wgo*  
President

Attest: *Terrence L. Takach*  
Secretary

*[Signature]* 05/07/2007  
Mark D. Flanders

*Louis J. Kulski*  
Witness

Approved this 14<sup>th</sup> day of  
MAY, A.D., 2007.

*James V. Thomas*  
Mayor

*cb*

**EXHIBIT "A"**

**DEFERRED RETIREMENT OPTION PLAN**

This Exhibit shall describe the terms and conditions relating to the Deferred Retirement Option Plan (DROP) as described in this Third Addendum.

1. Not more than three (3) months prior to his superannuated retirement date (December 19, 2007) nor later than December 31, 2008, Flanders may, in writing, addressed to the Borough, elect to become a participant in the DROP. Written notice shall include a date certain upon which Flanders will enter into the DROP and a date certain on which Flanders will terminate the DROP and, thereafter, separate from employment with the Borough. The maximum period of participation in the DROP cannot exceed five (5) years. While the election to participate in the DROP is irrevocable, Flanders may opt out of and terminate the DROP before the stated termination date if Flanders resigns, pursuant to Article I, Section 2, Resignation of the Employment Agreement.

2. During the DROP, Flanders will continue to be employed as the Chief of the Borough's Police Force and receive all compensations and benefits entitled to him and provided through the existing Employment Agreement, any existing Addendums, and any Addendums that may be executed in the future. Upon entry into the DROP, Flanders service and applicable pension compensation shall be frozen and his monthly DROP pension payment shall be calculated as if he actually retired on the date he entered into the DROP. The time Flanders spends in the DROP shall not be counted toward years of service for pension purposes nor shall compensations paid during the DROP be utilized for pension benefit calculations. During this time, no amount shall be deducted from pension contributions from Flanders salary or other compensations with the exception of contribution toward post retirement medical benefits.

3. A monthly DROP pension payment, plus any applicable COLA, shall be paid to an Individual DROP Investment Account designated by Flanders, maintained by a trustee or third party administrator. All individual DROP Investment Accounts and investment related administrative costs shall be borne, exclusively, by Flanders.

4. Upon termination of the DROP period, as permitted in

this Addendum, Flanders shall revert to his normal age and service pension - directly receiving those pension payments and applicable COLA payments which were being deposited into his Individual DROP Investment Account, along with all other pension benefits to which he is entitled as set forth in Section 402 of the Collective Bargaining Agreement by and between the Borough of Pottstown and the Pottstown Police Officers' Association dated January 1, 2004, through December 31, 2008. Concurrently, upon termination of the DROP period, Flanders may withdraw monies from the DROP Investment Account in a manner which he chooses from the following options, in accordance with applicable law, paying all taxes and fees as mandated by the IRS:

(A) A full single lump distribution.

(B) Rollover to another qualified retirement plan (as permitted by law) or to an IRA.


(C) Purchase of an annuity.

(D) Retention of said funds in the Individual DROP Investment Account.

5. Upon participation in the DROP, Flanders shall make an election of beneficiary or beneficiaries he wishes to receive the monies in his Individual DROP Investment Account in the event of death before all amounts have been distributed.

6. In the event that Flanders becomes permanently disabled in the DROP period and separates from service, the DROP period shall be terminated and Flanders shall revert to his normal age and service pension, directly receiving those pension payments and applicable COLA payments which were being deposited into his Individual Drop Investment Account in addition to all other pension benefits to which he is entitled, as set forth in Section 402 of the Collective Bargaining Agreement, by and between the Borough of Pottstown and the Pottstown Police Officers' Association dated January 1, 2004, through December 31, 2008.

7. Flanders acknowledges and understands that he has not relied on the Borough with respect to financial and tax decisions regarding the participation in DROP, the accumulation, withdrawal or rollover of said funds, as described in this Exhibit.



**FOURTH ADDENDUM TO EMPLOYMENT AGREEMENT**

**THIS FOURTH ADDENDUM**, made this 29th day of December, A.D. 2009, between **THE BURGESS AND TOWN COUNCIL OF THE BOROUGH OF POTTSTOWN**, a municipal corporation, organized and existing under the laws of the Commonwealth of Pennsylvania, (hereinafter referred to as "Borough"), and **MARK DAVID FLANDERS**, of Pottstown, Montgomery County, Pennsylvania, (hereinafter referred to as "Flanders").

**WITNESSETH:**

**WHEREAS**, the parties hereto have entered into an Agreement dated January 8, 2001, (hereinafter referred to as "Employment Agreement"), an Addendum dated March 8, 2004, (hereinafter referred to as "First Addendum"), an Addendum dated December 15, 2005, (hereinafter referred to as "Second Addendum"), and an Addendum dated May 14, 2007 (hereinafter referred to as "Third Addendum"), whereby the Borough employs Flanders as Chief of Police of the Pottstown Police Force; and

**WHEREAS**, pursuant to Article IX of the Employment Agreement, no change or modification shall be valid unless in writing and signed by both parties; and

**WHEREAS**, it is the desire of both Flanders and the Borough to amend and modify the Employment Agreement, the First Addendum, the Second Addendum, and the Third Addendum;

**NOW, THEREFORE**, in consideration of the mutual covenants contained therein, the parties covenant and agree to amend the Employment Agreement, the First Addendum, the Second addendum, and Third Addendum as follows:

1. Article IV of the Employment Agreement shall be amended to read as follows:

“ARTICLE IV: DUTIES:

Borough hereby agrees to employ said Flanders as the Pottstown Chief of Police of the Borough of Pottstown, Montgomery County, Pennsylvania, to perform the functions and duties specified in the Job Classification which is attached hereto, made a part hereof and marked as Exhibit “A”. Flanders agrees to faithfully and dutifully perform the duties of the position of Chief of Police. The Borough also further agrees that Flanders, as Chief of Police, shall have all of the powers, authority, and duties enumerated to him by any charter, law, ordinance, resolution or other rule. The parties further acknowledge that the position of Chief of Police often requires more than forty (40) hours per week – more than eighty (80) hours per pay period – in daily activities, special events, special and/or emergency response, and attendance at various meetings at times other than would be considered as traditional work-day hours. Therefore; the intent of this section is to allow Flanders to schedule his work time, which shall not be less than eighty (80) hours (including personal, holiday, and vacation time) per two (2) week pay period, and not be required to work in traditional eight (8) hour blocks of time. Due to this flexibility, the Chief of Police shall not accumulate compensatory time, unless specifically authorized and approved by the Borough within thirty (30) days of occurrence.”

2. Item 2 of the First Addendum, Uniform and Equipment, shall be amended to set the amount for clothing allowance to eight-hundred dollars (\$800) annually.

3. ~~Item 1~~ of the Second Addendum, Salary, shall be amended as follows:
- ~~“Borough agrees to pay Flanders an annual salary of Ninety-Seven Thousand Five Hundred Dollars (\$97,500.00) per year. In addition, Borough agrees to increase the said base salary to such extent as is given to the senior most member of the Pottstown Police Officers’ Bargaining unit.”~~

4. Item 2 of the Second Addendum, Hospitalization/Health Insurance, shall be amended to additionally provide that:
- “A. In-so-far as Flanders has other hospitalization/health benefit coverage available to him through his spouse’s employer at this time; each year, during the period of open enrollment, Flanders shall be eligible to opt-out from enrollment in the hospitalization/health benefits described herein. If he elects to opt-out; each year he does so the Borough agrees to provide Flanders with an additional five (5) days (40 hours) of paid vacation, in addition to the twenty-five to the paid vacation time set forth in Item 1(b) of the First Addendum. Absent a life altering change (i.e.; his spouse loses hospitalization/health benefit coverage due to a change in employment status, involuntary termination of benefits, death, divorce, etc.); Flanders may only opt back in during the next open enrollment period. If Flanders opts-out and there is a life altering change that affects the availability of hospitalization/health benefit coverage, he may opt- in at that time, regardless of when the period of open enrollment occurs. If Flanders opts back in; he is no longer eligible to receive the additional paid vacation time described above. This opt-out clause shall have no bearing or affect in regard to Item 2 of the Third Addendum, Post Retirement Medical Benefits.”

5. Paragraph 3 of the Third Addendum, Special Detail Reimbursement Compensation, shall be amended to set the rate at Fifty Dollars (\$50.00) per hour.
6. Item 2 of the Third Addendum, Post Retirement Medical Benefits, shall be amended to read as follows:

“Post Retirement Medical Benefits. Flanders shall be eligible for post retirement medical benefits set forth in section 402 (A)(2) of the Collective Bargaining Agreement by and between the Borough of Pottstown and the Pottstown Police Officers’ Association dated January 1, 2009 through December 31, 2010. For this benefit Flanders agrees to contribute two percent (2%) of his base compensation toward the cost of this benefit. The election to enter into a DROP Program shall not affect the contribution described in this paragraph. Upon termination of the DROP Program, Flanders shall be eligible for benefits as set forth in this section.”

7. Item 6 of Exhibit “A” of the Third Addendum shall be amended to read as follows:

“6. In the event that Flanders becomes permanently disabled in the DROP period and separates from service, the DROP period shall be terminated and Flanders shall immediately receive a service connected disability pension benefit as provided under Section 401 (B) of the Collective Bargaining Agreement, by and between the Borough of Pottstown and the Pottstown Police Officers’ Association dated January 1, 2009 through December 31, 2010, in addition to all other pension benefits to which he is entitled under Section 402 of that same agreement. In this event, in accordance with applicable law, Flanders shall have immediate access to all funds deposited into, as well as distributions from his DROP Investment Account. “

8. Exhibit "A" of the Third Addendum shall be amended to include the following:

"8. In the event that Flanders is killed in the line of service, in addition to any other pension benefits to which his spouse is entitled to receive under Section 402 of the Collective Bargaining Agreement by and between the Borough of Pottstown and the Pottstown Police Officers' Association dated January 1, 2009 through December 31, 2010, his spouse shall be entitled to a monthly pension, payable until the spouse's death, equal to 100% of the gross monthly compensation that Flanders was receiving under the terms of his Employment Agreement with the Borough at the time of his line of service death. In this event, in accordance with applicable law, Flanders DROP Investment Account beneficiary or beneficiaries shall have immediate access to all funds deposited into, as well as distributions from his DROP Investment Account."

9. The effective date of this Forth Addendum of the Employment Agreement shall be January 1, 2010.
10. All other provisions of the Employment Agreement dated January 8, 2001, the First Addendum dated March 8, 2004, the Second Addendum dated December 15, 2005, and the Third Addendum dated May 14, 2007 between the parties, to the extent not inconsistent with the terms of this Addendum are reaffirmed.

IN WITNESS WHEREOF, the parties have signed and executed this Fourth Addendum the day and year first above written.

THE BURGESS AND TOWN COUNCIL  
OF THE BOROUGH OF POTTSTOWN

By: Stephen M. Torrey  
President

Attest: Virginia L. Trach  
Secretary

[Signature]  
Mark D. Flanders

[Signature]  
Witness

Approved this 29<sup>TH</sup> Day of  
DECEMBER, A.D., 2009.

[Signature]  
Mayor