



**TOWNSHIP OF NORTH FAYETTE
RESOLUTION NO. 16-24**

A RESOLUTION OF THE TOWNSHIP OF NORTH FAYETTE, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, RATIFYING THE EXECUTION OF SEVERANCE AGREEMENTS ASSOCIATED WITH THE RESTRUCTURING OF THE DEPARTMENT OF BUDGET AND FINANCE.

WHEREAS, the Township of North Fayette (hereinafter "Township"), is a Municipal Corporation, duly organized and existing under the laws of the Commonwealth of Pennsylvania; and

WHEREAS, the Township Manager (hereinafter "Manager"), from time to time, will review operations to determine the best use of personnel and resources; and

WHEREAS, based on his review, the Manager will report to the Board of Supervisors (hereinafter "Board") of his findings and, with input from Department Leadership, provide recommendations on how restructure operations and/or reallocate personnel and resources to ensure that the Township is being run in an efficient manner; and

WHEREAS, the Board, upon review of the recommendations provided, will authorize the Manager to make any necessary changes to Township operations to ensure that Township personnel and resources are being utilized in an efficient manner; and

WHEREAS, based on a recent review, the Board has directed the Manager to restructure the Department of Budget & Finance and close the Customer Service Division (hereinafter "Division"); and

WHEREAS, the positions of the following staff (hereinafter "Employees") employed in the Division will no longer exist as of January 31, 2024:

1. Debra T. Fedorski, Customer Service Representative
2. Jennifer K. Hayes, Administrative Assistant

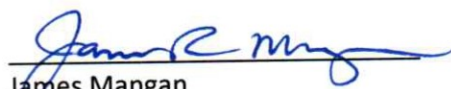
WHEREAS, the Township Manager entered into Severance Agreements and General Releases (hereinafter "Agreements") with the affected employees and the Board desires to ratify the same.


NOW THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the Township of North Fayette hereby resolves as follows, incorporating the above recitals by reference:

- SECTION 1.** Elimination of Customer Service Division. The Division shall be eliminated and officially closed, and Employee's responsibilities shall cease on January 31, 2024, at the close of business.
- SECTION 2.** Termination of Employment. Employee's employment with the Township shall terminate on March 31, 2024.
- SECTION 3.** Appropriate Agreements and Releases were prepared and executed to confirm the above restructuring.
- SECTION 4.** The Board herein ratifies the appropriate Agreements and Releases attached hereto as Exhibit 'A' and Exhibit 'B'.
- SECTION 5.** All prior resolutions are hereby repealed in whole or in part to the extent inconsistent herewith.
- SECTION 6.** This Resolution shall take effect immediately and be retroactive to January 21, 2024.

AND NOW, this 13th day of February 2024, upon motion duly made and seconded, the foregoing **RESOLUTION** is hereby adopted.

ATTEST:


James Mangan
Township Manager


**TOWNSHIP OF NORTH FAYETTE
BOARD OF SUPERVISORS**

James Morosetti, Chairman

EXHIBIT 'A'

SEVERANCE AGREEMENT AND GENERAL RELEASE

- Between -

TOWNSHIP OF NORTH FAYETTE

- and -

DEBRA T. FEDORSKI

EXHIBIT 'B'

SEVERANCE AGREEMENT AND GENERAL RELEASE

- Between -

TOWNSHIP OF NORTH FAYETTE

- and -

JENNIFER K. HAYES

SEVERANCE AGREEMENT AND GENERAL RELEASE

This Severance Agreement and General Release ("Agreement") is entered into by and between Jennifer K. Hayes, Administrative Assistant ("Employee") and the Township of North Fayette ("Employer"), collectively referred to hereinafter as the "Parties."

WHEREAS, the Employer's customer service division will be eliminated and officially closed on January 31, 2024, due to budgetary concerns; and

WHEREAS, the Employee's position will no longer exist subsequent to the elimination of the customer service division; and

WHEREAS, Employee and Employer agree that Employee's employment with Employer is terminating and that any potential claims between them should be fully and finally resolved; and

WHEREAS, Employer wishes to offer the within incentive at this point in time only, and will not make similar offers in the future;

THEREFORE, in exchange for the good and valuable consideration set forth herein, the Parties hereby agree as follows:

1. **Recitals.** The above recitals are hereby incorporated into this agreement and constitute legally binding terms upon the Parties.
2. **Elimination of Customer Service Division.** The customer service division shall be eliminated and officially closed and Employee's responsibilities with that customer service division shall cease on January 31, 2024, at the close of business.
3. **Termination of Employment.** Employee's employment with the Employer shall terminate on March 31, 2024.
4. **Responsibilities of Employee.** Employee shall continue to fulfill all duties associated with employment and work all scheduled shifts, through the end of business on January 31, 2024.
5. **Voluntary Severance Benefit.** In exchange for the consideration contained within this Severance Agreement and General Release, the Employee shall be entitled to the following Voluntary Severance Benefits:
 - a. Employer agrees to continue to pay Employee's current salary and any associated benefits, up until and including, March 31, 2024, subject to compliance with paragraph 4 above.
 - b. As long as employee complies with paragraph 4 above, said Employee shall be entitled to payout for all remaining vacation time for the calendar year 2024. In the event Employee fails to fulfill her duties in a consistent and reliable fashion, Employee will be paid her salary up and until January 31, 2024, with no further payments made.

- c. Employer has no obligation to pay, and Employee understands that they are not entitled to, any compensation beyond what is stated above.

6. **Additional Term.** Through acceptance of this agreement, Employee further agrees to the following:

- a. Employee further agrees that if Employee fails to respond to this offer within forty-five (45) days, then this offer may not be accepted in any form.

7. **Taxes.** The benefits referred to in Paragraph 5 (a) through (c) are subject to Federal, State, and Local Taxes. To the extent any taxes may be due beyond those withheld by Employer, Employee agrees to pay such taxes and to indemnify and hold Employer and its agents and affiliates harmless for any tax payments owed, interest, penalties, levies or assessments as a result of any failure by Employee to pay such taxes.

8. **General Release of Claims and Covenant Not to Sue.** To the maximum extent permitted by law, Employee agrees for himself, his heirs, beneficiaries, devisees, executors, administrators, attorneys, personal representatives, successors and assigns, hereby forever to release, discharge, and covenant not to sue Employer, and/or other affiliated entities; all of the past and present elected or appointed officers, employees, attorneys, and other agents and representatives of such entities; and any employee benefit plans in which Employee is or has been a participant by virtue of employment with Employer from and for any and all claims, debts, demands, accounts, judgments, rights, causes of action, claims for equitable relief, damages, costs, charges, complaints, obligations, promises, agreements, controversies, suits, expenses, compensation, responsibility and liability of every kind and character whatever (including attorneys' fees and costs), whether in law or equity, asserted or unasserted, known or unknown, suspected or unsuspected, which Employee has against such entities as of the execution of this Agreement, including without limitation any and all claims arising out of Employee's employment with Employer or the termination thereof, and any and all claims arising under federal, state, or local laws relating to employment, including without limitation claims of wrongful discharge, retaliation, breach of express or implied contract, fraud, misrepresentation, defamation, or liability in tort, claims of any kind that may be brought in any court or administrative agency, including without limitation claims under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Employee Retirement Income Security Act, and other federal, state, and local statutes, ordinances, and regulations, as well as any claim for unemployment compensation, provided, however, that this General Release shall not extend to any claim for pension, retirement, or savings benefits which are inalienable under the terms of any employee benefit plan.

9. **Special Provisions.**

- a. Employee understands and agrees that this Agreement includes a release of claims arising under the Age Discrimination in Employment Act (ADEA), and that this Agreement does not waive rights or claims that may arise after the date the waiver is executed. Employee understands and warrants that Employee has been given a period of forty-five (45) days to review and consider this Agreement. Employee is hereby advised to consult with an attorney prior to executing the Agreement. Employee warrants that Employee has had the opportunity to be fully and fairly advised by legal counsel as to the terms of the Agreement. Employee understands that Employee may use as much or all of this 45-day period as Employee wishes before signing, and warrants that Employee has done so.
- b. Employee, may, within seven (7) days after signing this Agreement, revoke it by notice in writing to James Mangan, Manager ("Employer Contact"). This Agreement shall be binding, effective, and enforceable upon Employee upon the expiration of this seven-day revocation period without the Employer Contact having received such revocation, but not before such time. Employee understands and agrees that any payments hereunder shall not be made prior to the expiration of this seven-day revocation period.

10. **No Admission.** Employee understands and agrees that Employer has admitted no liability or obligation to provide any of the consideration contemplated herein.

11. **Return of Employer Property; Full Disclosure and Cooperation.** Employee warrants that Employee will return to Employer, by January 31, 2024, all Employer equipment and materials received in the course of Employee's employment, including without limitation any computer, printer, or fax machines provided to Employee, credit cards, identification badges, keys or entry cards, all paper and electronic company documents including memoranda, customer lists, price lists, marketing materials, reports and analyses, and all copies thereof, and that Employee has destroyed any electronic copies of such materials remaining in his/her possession after complying with the other requirements of this paragraph. Employee represents that Employee has disclosed to Employer any information within Employee's knowledge concerning any conduct by the Employer that Employee has any reason to believe may be unlawful or involve any false claims made to the any government entity, and promises to cooperate fully in any investigation Employer undertakes into events which occurred during Employee's employment.

12. **Residual Duties.** The Parties agree and intend that any and all duties of loyalty, fidelity, and confidentiality running from Employee to Employer and existing as a result of prior contract or otherwise arising under law in connection with Employee's employment shall continue in full force and effect through March 31, 2024. Nothing in this Agreement shall be interpreted or shall operate to diminish such residual duties or obligations of Employee to Employer that arise or continue in effect after March 31, 2024, as a result of prior contract or otherwise under law, including without limitation any such duties or obligations to maintain confidentiality or refrain from adverse use of other confidential information that Employee may have acquired in the course of Employee's employment.

13. **Severability and Consequences of Invalid Terms.** Should any portion or provision of this Agreement be found void or unenforceable for any reason by a Court of competent jurisdiction, the Court should enforce all portions and provisions of this Agreement to the maximum extent, which would have been enforceable in the original Agreement. If such portion or provision cannot be so modified to be enforceable, the unenforceable portion shall be deemed severed from the remaining portions and provisions of this Agreement, which shall otherwise remain in full force and effect. If any portion or provision of this Agreement is so found to be void or unenforceable for any reason in regard to any one or more persons, entities, or subject matters, such portion or provision shall remain in full force and effect with respect to all other persons, entities, and subject matters.

14. **Multiple Counterparts.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument.

15. **Governing Law.** This Agreement shall be governed and construed in all respects in accordance with the laws of the Commonwealth of Pennsylvania without regard to the conflict of laws rules contained therein.

16. **Understanding and Authority.** The Parties understand and agree that all terms of this Agreement are contractual and are not a mere recital, and represent and warrant that they are competent to covenant and agree as herein provided. Employee understands, agrees and represents that the covenants made herein and the releases herein executed may affect rights and liabilities of substantial extent and agrees that the covenants and releases provided herein are in Employee's best interest. Employee represents and warrants that in negotiating and executing this Agreement, he has had an adequate opportunity to consult with competent legal counsel of Employee's choosing concerning the meaning and effect of each term and provision hereof, and that there are no representations, promises, or agreements between Employer and Employee other than those referenced or expressly set forth in writing herein. The Parties have carefully read this Agreement in its entirety; fully understand and agree to its terms and provisions; and intend and agree that it be final and binding.

17. **Entire Agreement.** This Severance Agreement forms the entire agreement between Employer and Employee and replaces all previous written or verbal negotiations and agreements related to the subject matter. The parties will make no further agreements or arrangements beyond what has been expressly stated in this document.

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SEVERANCE AGREEMENT AND GENERAL RELEASE

This Severance Agreement and General Release ("Agreement") is entered into by and between Debra T. Fedorski, Customer Service Representative ("Employee") and the Township of North Fayette ("Employer"), collectively referred to hereinafter as the "Parties."

WHEREAS, the Employer's customer service division will be eliminated and officially closed on January 31, 2024, due to budgetary concerns; and

WHEREAS, the Employee's position will no longer exist subsequent to the elimination of the customer service division; and

WHEREAS, Employee and Employer agree that Employee's employment with Employer is terminating and that any potential claims between them should be fully and finally resolved; and

WHEREAS, Employer wishes to offer the within incentive at this point in time only, and will not make similar offers in the future;

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17. **Entire Agreement.** This Severance Agreement forms the entire agreement between Employer and Employee and replaces all previous written or verbal negotiations and agreements related to the subject matter. The parties will make no further agreements or arrangements beyond what has been expressly stated in this document.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have executed the foregoing on the dates shown below.

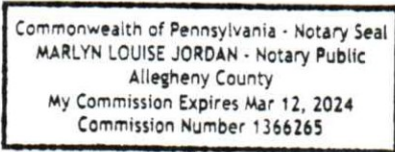
EMPLOYEE

1/23/2024
Date

Debra T. Fedorski
Debra T. Fedorski

COUNTY OF ALLEGHENY)
COMMONWEALTH OF PENNSYLVANIA) ss.
)

The foregoing instrument was signed and acknowledged before me this 23rd day of January, 2024.



My Commission Expires: 3/12/2024

Marlyn Louise Jordan
Notary Public

EMPLOYER

1-23-24
Date

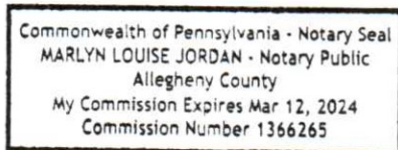
James R. Mangan
James R. Mangan, Manager
Township of North Fayette

COUNTY OF ALLEGHENY)
COMMONWEALTH OF PENNSYLVANIA) ss.
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The foregoing instrument was signed and acknowledged before me this 23rd day of January, 2024.

My Commission Expires: 3/12/2024

Marlyn Louise Jordan
Notary Public



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