

AGREEMENT

THIS AGREEMENT MADE as this 2nd day of January, 2018 by and between the BOROUGH OF DORMONT, Commonwealth of Pennsylvania (herein "Dormont")

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Benjamin Estell

WHEREAS, the Borough of Dormont wishes to employ Benjamin Estell as its Borough Manager; and

WHEREAS, the parties are desirous of entering into this two-year agreement; and

WHEREAS, the Borough Code provides specific requirements for Borough Manager Contacts (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

1. This Agreement shall commence on the 1st day of January 2018 and ending January 6, 2020.
2. 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 Mr. Estell at any time, at the sole discretion of the Borough Council. Should Mr. Estell be terminated prior to January 2, 2020, or not be awarded a contract in January 2020, he shall be entitled a Sixth (6) month severance payment at the salary set forth in Section B.
3. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Mr. Estell to resign at any time from his position with the Borough. Mr. Estell shall give Sixty (60) days written notice to the Borough prior to the effective date of his resignation.

Section B. Compensation.

Mr. Estell shall receive a salary of \$99,500 per year with compensation payable in bi-weekly installments in a manner identical to all Borough employees.

For the second year of this contract, Mr. Estell shall receive a guaranteed Three (3) percent increase in salary plus up to additional Three (3) percent increase based upon satisfactory competition of the following priorities:

1. Codification
2. Employee Manual/ Policies and Procedures
3. Job Descriptions for Borough Staff and annual review of employees performance
4. Zoning rewrite
5. Grants (Finding and applying for grants, providing a proof of submission of at least 3-5 grants)
6. Satisfactory review during the yearly review by Council.

Section C. Benefits.

1. Mr. Estell shall be entitled to the following benefits as indicated by the current contract between the Borough and the nonuniform plan employees:

a. Hospitalization

In addition to the current nonuniform contract, Mr. Estell shall pay three (3) percent of the cost of his hospitalization coverage.

b. Holidays

2. **Retirement** – Enrollment in the Borough’s Act 457 deferred compensation plan or a similar plan such as ICMA. The Borough will contribute 3% of the employee’s salary to the plan
3. **Sick Days** – Mr. Estell shall receive eight (8) sick days which shall not accumulate. Sick days are non-reimbursable.
4. **Vacation Days** - Mr. Estell shall receive eighteen (18) vacation days which shall not accumulate. Mr. Estell shall be permitted to carry over Five (5) in the following year. Vacation days are non-reimbursable.
5. **Life Insurance**- The Borough will ase purchase a term life insurance policy in the amount of Mr. Estell’s salary. .
6. Mr. Estell shall be reimbursed for work travel at the IRS reimbursement rate.
6. **Membership Dues** - \$1500.00/annum for membership in appropriate professional organizations. However, Council will consider increasing this amount with sufficient justification.
7. **Conferences** - \$3000.00/annum for attendance at professional conferences. However, Council will consider increasing this amount with sufficient justification.

8. **Severance Pay** – As set forth above.
9. **Short-term Disability** – In lieu of extensive or accumulating sick leave, Mr. Estell shall receive wage continuation for up to six (6) months. The first four (4) months shall be paid at 100%. The last two (2) months shall be paid at 75%. Mr. Estell will submit to an annual physical at the request of Council. Mr. Estell may be required to submit to an independent medical exam as a condition of continuation of his short-term disability coverage.
10. **Long-Term Disability** - The Borough will provide a Long Term Disability Policy at sixty-six and two-thirds percent (66 2/3 %) of the Manager's wages at the time of application for coverage. This policy will take effect six months after the Manager application for short-term disability. This coverage shall last until the Manager turns the age of sixty-five (65).

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.
2. **Business Expenses:**
 - a. Mileage reimbursement per IRS regulations for Borough business. 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.
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)
4. **Bond.** The Manager shall give a Bond to Dormont the manner provided by Borough Ordinance.
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 and Zoning Officer.
7. The Manager shall, at all times while on Dormont business, be attired in a professional manner.

8. During the term of employment by Dormont, the Manager agrees to remain in the exclusive employ of the Borough and not to accept other employment nor to become employed by any other employer without prior approval of the Borough Council
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 full force and effect.

IN WITNESS WHEREOF, the Borough of Dormont has caused this Agreement to be signed and executed in its behalf by its President of Council and Benjamin Estell have signed and executed this Agreement, both in duplicate, as of the day and year first above written.

ATTEST:


Secretary

BOROUGH OF DORMONT


President

WITNESS:




Benjamin Estell