

AGREEMENT

THIS AGREEMENT MADE as this 6th day of January, 2020 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, 2020 and ending January 3, 2022.
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 3, 2022, or not be awarded a contract in January 2022, he shall be entitled a Sixth (6) month severance payment at the salary set forth in Section B. If however, Borough Council provides Mr. Estell written notice of its intent to terminate this contract 6 months prior to the expiration of this contract then in such case Mr. Estell shall not be entitled to 6 months severance payment.
3. If at any time, Mr. Estell fails to conduct himself with due regard to public morals and decency, or if Mr. Estell commits any act or is complicit in any situation or occurrence tending to degrade Mr. Estell in the community or which brings him into public disrepute, contempt, or scandal, or which materially and

adversely affects the reputation of the Borough whether or not information in regard thereto becomes public, the Borough shall have the right to terminate this Agreement. In such an instance, there shall be no severance payment to Mr. Estell.

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 \$9,316.50 per month with compensation payable in bi-weekly installments in a manner identical to all Borough employees. Parties acknowledge that the manager faces increased duties related to sanitary sewers and a portion of his annual compensation shall be repaid to the General Fund from the Sanitary Sewer Fund in recognition of these increased duties.

For the second year of this contract, Mr. Estell shall receive a guaranteed Two (2) percent increase in salary plus up to additional Three (3) percent increase based upon satisfactory completion of the following priorities:

- 1) **Hold four (quarterly) out-of-office meet/greet sessions. The objective is for the Borough Manager to be more accessible to the public and to provide a setting that is less intimidating than the municipal office.**
- 2) **Film and add to the Borough's website and/or YouTube page at least nine informative productions.** Facebook Live, or similar style videos will not count towards this objective. Videos should help residents better understand a Borough of Dormont policy, procedure, operation, or current issue. For example, a video could be made to illustrate how a resident can apply for a building permit. Individual videos may cover similar topics, but each must inform on a specific topic. **The objective is to provide easy-to-digest content that improves resident understanding of the Borough and to improve Borough provided customer-service.**
- 3) **Provide a budget narrative, in addition to the budget spreadsheet, on the Borough's website by the end of 2020, provided Borough Council approves the final budget at, or before, the December 7th Council Meeting. The objective is to provide financial information that is easy to understand for the majority of residents.**
- 4) **Create short and mid-term investment strategy for Borough funds. A plan will be written and provided to Borough Council Finance and Legal Chairperson on or before the July 30th committee meeting.** The plan shall address short-term investment strategies and reasoning for the General Fund, Highway Aid (Liquid Fuels) Fund, and the Capital Improvement Fund, as well as short and mid-term investment strategies and reasoning for the Sewer Fund. **The objective is to provide Council with sound financial advice that can be debated and incorporated into future financial planning prior to the 2021 budget sessions.**
- 5) **Attend at least 75% of SHACOG Advisory Committee and CONNECT Executive Committee meetings in 2020. The objective is to ensure the Borough of Dormont**

actively participates in multi-municipal endeavors and seeks opportunities for collaborative policy, service, and action.

- 6) Satisfactory review during the yearly review by Council.

For employment agreement negotiations beyond this contract, Mr. Estell recognizes and acknowledges that his compensation is commensurate with local comparables and the national average (based on annual ICMA salary survey). Mr. Estell acknowledges that he will not seek future salary increases beyond those received by other Borough of Dormont employees, which shall be based upon satisfactory progress on mutually set priorities.

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
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 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.
7. **Membership Dues** - \$1500.00/annum for membership in appropriate professional organizations. However, Council will consider increasing this amount with sufficient justification.
8. **Conferences** - \$3000.00/annum for attendance at professional conferences. However, Council will consider increasing this amount with sufficient justification.
9. **Severance Pay** – As set forth above.

10. **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.
11. **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.

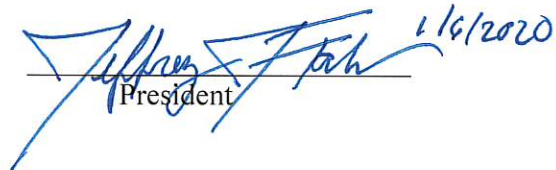
8. During the term of employment by Dormont, the Manager agrees to remain in the exclusive employ of the Borough and not to accept other employment nor to become employed by any other employer without prior approval of the Borough Council
9. If any provision, or any portion thereof, contained in this 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

 1/16/2020
President

WITNESS:




Benjamin Estell