

# AGREEMENT

This agreement (the "Agreement") made as of the 3<sup>rd</sup> day of January, 2022 by and between the Borough of Dormont, Commonwealth of Pennsylvania (the "Borough"), and Benjamin Estell ("Estell" or "Manager") (collectively, the "Parties").

**WHEREAS**, the Borough wishes to employ Estell as its Borough Manager; and

**WHEREAS**, the Parties are desirous of entering into this two-year employment agreement; and

**WHEREAS**, the Borough Code provides specific requirements for Borough Manager Contracts (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 3<sup>rd</sup> day of January, 2022 and ending January 2<sup>nd</sup>, 2024.
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 the Manager at any time, at the sole discretion of the Borough. Should the Manager be terminated prior to January 2<sup>nd</sup>, 2024, or not be awarded a contract in January 2024, the Manager shall be entitled a six (6) month severance payment at the salary set forth in Section B. If, however, the Borough provides the Manager written notice of its intent to terminate this contract (six) 6 months prior to the expiration of this contract then in such case the Manager shall not be entitled to six (6) months severance payment.
3. If at any time, the Manager fails to conduct himself with due regard to public morals and decency, or if the Manger commits any act or is complicit in any situation or occurrence tending to degrade the Manager 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, the Manager shall not receive a severance payment as set forth herein.
4. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Manager to resign at any time from his position with the Borough. The Manager shall give sixty (60) days written notice to the Borough prior to the

effective date of his resignation. If the Manager resigns, he shall not receive a severance payment as set forth herein.

**Section B. Compensation.**

The manager shall receive a salary of \$10,083.33 per month with compensation payable in bi-weekly installments in a manner identical to all Borough employees. The Parties acknowledge that the Manager faces 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 duties.

For the second year of this contract, the Manager shall receive a salary of \$10,400.00 per month with compensation payable in bi-weekly installments in a manner identical to all Borough employees.

**Section C. Benefits.**

Estell shall be entitled to the following benefits as indicated by the current contract between the Borough and the non-union plan employees:

1. **Hospitalization** – Estell shall pay three (3) percent of the cost of his hospitalization coverage.
2. **Holidays** – Estell shall be entitled to the same holidays as other Borough of Dormont employees.
3. **Retirement** – Enrollment in the Borough's Act 457 deferred compensation plan or a similar plan such as ICMA. The Borough will contribute 3% of Estell's salary to the plan
4. **Sick Days** – Estell shall receive eight (8) sick days which shall not accumulate. Sick days are non-reimbursable.
5. **Vacation Days** – Estell shall receive eighteen (18) vacation days which shall not accumulate. Estell shall be permitted to carry over Five (5) in the following year. Vacation days are non-reimbursable.
6. **Life Insurance** – The Borough will use purchase a term life insurance policy in the amount of Estell's salary.
7. **Travel Reimbursement** - Estell shall be reimbursed for work travel at the IRS reimbursement rate.
8. **Membership Dues** - \$1500.00/annum for membership in appropriate professional organizations. The Borough will consider increasing this amount with sufficient justification.

9. **Conferences** - \$3000.00/annum for attendance at professional conferences. However, the Borough will consider increasing this amount with sufficient justification. The Borough will consider increasing this amount with sufficient justification.
10. **Severance Pay** – As set forth above in Section (A)(2).
11. **Short-term Disability** – In lieu of extensive or accumulating sick leave, 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%. Estell will submit to an annual physical at the request of the Borough. Estell may be required to submit to an independent medical exam as a condition of continuation of his short-term disability coverage.
12. **Long-Term Disability** - The Borough will provide a Long-Term Disability Policy at sixty-six and two-thirds percent (66 2/3 %) of the Estell's wages at the time of application for coverage. This policy will take effect six months after Estell applies for short-term disability. This coverage shall last until Estell turns the age of sixty-five (65).

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

1. **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).
2. **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.
3. **Business Expenses.** The Manager will receive mileage reimbursement for official business travel using his personal vehicle for official Borough business, subject to applicable IRS regulations. The Manager will also receive reimbursement for reasonable business expenses related to his duties and employment, subject to formal budgeting constraints and prior approval by the Borough.
4. **Bond.** The Manager shall give a Bond to Dormont the manner provided by Borough Ordinance.
5. **Performance Reviews.** The Borough will conduct an annual performance review of the Manager during each year of the term of this Agreement. The review will occur at a convenient time in the 4<sup>th</sup> Quarter of each calendar year. The Manager's performance will be evaluated in part on his progress with the goals set forth on "Exhibit A" of this Agreement.
6. The Parties 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.


7. The Manager will also act as the Secretary.
8. The Manager shall, at all times while on Dormont business, be attired in a professional manner.
9. 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.
10. 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:**

  
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Benjamin Estell

**“ATTACHMENT A”**

Goals for the Manager during the term of this Agreement:

- Improve Parks and Recreation opportunities for residents
- Complete transfer of multi-municipal sanitary trunk lines to ALCOSAN
- Fully comply with new Consent Decree
- Institute investment strategy to create new revenue for borough
- Work through RFP process with PAAC for Dormont Junction project