

**BOROUGH MANAGER EMPLOYMENT AGREEMENT**

THIS AGREEMENT, made this 14th day of September, 2009, between **THE BURGESS AND TOWN COUNCIL OF THE BOROUGH OF POTTSTOWN**, with its principal place of business at 100 E. High Street, Pottstown, Montgomery County, Pennsylvania, (hereinafter referred to as "Council"), and **JASON BOBST**, with a mailing address of  
Pennsylvania, (hereinafter referred to as "Manager").

**W I T N E S S E T H:**

**WHEREAS**, Council has agreed to employ Manager, and Manager has agreed to accept such employment upon certain terms and conditions hereinafter set forth; 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 and otherwise, agree as follows:

**ARTICLE I: Term of Agreement:**

Section 1. The term of this Agreement shall begin September 14, 2009, and shall continue in full force and effect until December 31, 2010, or until such later date as the parties hereinafter agree in writing.

Section 2. Manager agrees not to accept other employment during the term of this Agreement or any extension thereof. Provided, however, "employment" as used herein shall not be construed to include occasional teaching, writing, counseling or military service performed on time off.

**ARTICLE II: Renewal of Agreement:**

Section 1. Should Council desire to renew this Agreement with different terms and conditions or to refuse renewal of Agreement with Manager, Council shall notify Manager of such intent, in writing, on or before November 1<sup>st</sup> of each year. In the event of intent to renew with different terms and conditions, such new terms and conditions shall be attached to the aforementioned notice.

Section 2. Manager agrees to respond to Council's notification of new Agreement by acceptance or rejection thereof within thirty (30) days of such notice.

Section 3. In the absence of notice of intention to renew with different terms and conditions or to refuse renewal of this Agreement, this Agreement shall continue upon the same terms and conditions set forth herein for an additional term of one (1) year. Thereafter, in the absence of such notice, this Agreement shall continue at the end of each term for an additional one (1) year term upon the same terms and conditions.

**ARTICLE III: Termination of Agreement:**

Section 1: FOR CAUSE

This Agreement may be terminated at any time for just cause as follows:

a. Charges shall be specified in writing and sent by certified mail.

b. Manager shall have right to hearing as provided by Local Agency Law.

c. No further wages or benefits are due to Manager if termination for cause is upheld.

d. If termination is not upheld, Council agrees to pay Manager for lost wages and benefits, expunge all records relating to the case, and fully reinstate Manager.

Section 2: WITHOUT CAUSE

a. Manager shall receive ten (10) days' written notice by certified mail of dismissal.

b. Council agrees to pay Manager a lump sum cash payment as severance compensation in the amount of one (1) month's aggregate salary for each full year Manager is employed by Council as Borough Manager. However, under no circumstances shall the total severance compensation shall be less than three (3) months aggregate salary or greater than six (6) months aggregate salary. This includes reimbursement for unused vacation benefits earned prior to the termination date.

c. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Council to terminate the services of Manager at any time for any reason.

Section 3: RESIGNATION

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

(1) Council shall be given ninety (90) days' written notice.

(2) Manager agrees to monetarily reimburse any unearned benefits taken prior to termination.

(3) Otherwise, salary shall cease upon termination.

**ARTICLE IV: Salary:**

Council agrees to pay Manager a salary based upon an annual salary of Ninety Four Thousand Dollars (\$94,000.00) per year, with that amount being pro rated from August 1, 2009, until December 31, 2009. In December, 2009, and each December thereafter, this Agreement may be reopened for the limited and exclusive purpose of salary review and adjustment for the following calendar year.

**ARTICLE V: Professional Conferences:**

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

Section 2. Council shall review the request and make such decisions for approval or disapproval on a case by case basis.

**ARTICLE VI: Benefits:**

Section 1. Benefits shall be provided to Manager as set forth in Exhibit "A" which attached hereto and incorporated herein.

**ARTICLE VII: Flexible Working Time/Compensatory Time:**

It is hereby acknowledged by both parties that the job of Manager often requires more than forty (40) hours per week and requires supervision, emergency response, and various meetings at times other than the traditional work day. Therefore, the intent of this section is to allow the Manager the authority to schedule his work time, which shall not be less than forty (40) hours per week, and not to require Manager to work in regularly scheduled eight (8) hour blocks of time. Due to this flexibility, the Manager shall not accumulate compensatory time, unless it is specifically authorized and approved by Council within thirty (30) days of occurrence.

**ARTICLE VIII: Duties of Manager.** The duties of Manager shall be set forth in Chapter 1, Part 2, of the Code of Ordinances of the Borough of Pottstown, as amended from time to time.

**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 certified mail addressed as follows:

TO COUNCIL: Pottstown Borough Council  
Pottstown Borough Hall  
100 East High Street  
Pottstown, PA 19464

TO MANAGER: Jason Bobst

Alternatively, notices required pursuant to this Agreement may be served personally in the same manner as applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of sending by certified mail.

**ARTICLE XI: Enforcement of Agreement; Breach; Counsel Fees:**

Nothing in this Agreement shall be construed to prevent the Borough or Bobst from taking legal action to enforce the terms of this Agreement. In the event Bobst shall challenge the terms, validity, or enforceability of this Agreement, or in the event Bobst seeks to undertake to compel additional compensation or benefits beyond those contained in Article III, Section 2, Borough shall be entitled to receive and obtain from Bobst all compensation and benefits previously paid pursuant to Article III, Section 2, as well as to receive from Bobst reimbursement for payment of reasonable attorneys' fees associated with Borough's defense or prosecution of any claims necessitated by Bobst's conduct.

**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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

**BURGESS AND TOWN COUNCIL  
OF THE BOROUGH OF POTTSTOWN**

BY: Stephen M. Tourey  
President

ATTEST: Virginia L. Takach  
Secretary

[Signature] (Seal)  
Jason Bobst

**EXHIBIT A**

**AGREEMENT BETWEEN THE BURGESS AND  
TOWN COUNCIL OF THE BOROUGH OF  
POTTSTOWN AND JASON BOBST**

DATED this 14th day of September, A.D., 2009.

1. Holidays. Bobst shall receive the same eleven (11) paid holidays granted to other Borough employees.
2. Vacation Days. Fifteen (15) days of vacation per year beginning January 1, 2010.
3. Sick Leave. Ten (10) sick days per year.
4. Automobile. Borough shall provide a vehicle for use by Bobst, and all attendant, operating and maintenance expenses and insurance. This vehicle is to be used by Bobst in connection with the performance of his duties as Borough Manager and for his professional growth and development, and shall not be used for personal use.
5. Residency. Bobst shall not be required to become a resident of the Borough, as set forth in Borough Ordinance. Within six (6) months from the date of executing this contract, Bobst shall relocate within five (5) miles of the perimeter of the Borough of Pottstown.
6. ICMA Contribution. Borough shall pay, on behalf of Bobst, the due to join the ICMA, to allow Bobst to become an ICMA member, which amount shall not exceed Eight Hundred Dollars (\$800.00) annually.