

ASSISTANT BOROUGH MANAGER EMPLOYMENT AGREEMENT

THIS AGREEMENT, made this 2ND day of JANUARY, 2008,
between the **BOROUGH OF POTTSTOWN**, hereinafter referred to as
"Borough", and **JASON M. BOBST**, hereinafter referred to as
"Assistant Manager".

W I T N E S S E T H:

WHEREAS, Borough has agreed to employ Assistant Manager, and
Assistant 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
10, 2007, and shall continue in full force and effect until
December 31, 2008, or until such later date as the parties
hereinafter agree in writing.

Section 2. Assistant 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 Borough desire to renew this Agreement with different terms and conditions or to refuse renewal of Agreement with Assistant Manager, Borough shall notify Assistant Manager of such intent, in writing, ninety (90) days prior to the expiration date set forth in this Agreement. 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. Assistant Manager agrees to respond to Borough'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 Agreement, this Agreement shall continue upon the same terms and conditions set forth for a 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 term of one year 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. Assistant Manager shall have right to hearing as provided by Local Agency Law.
- c. No further wages or benefits are due to Assistant Manager if termination for cause is upheld.
- d. If termination is not upheld, Borough agrees to pay Assistant Manager for lost wages and benefits, expunge all records relating to the case, and fully reinstate Assistant Manager.

Section 2: WITHOUT CAUSE

- a. Assistant Manager shall receive thirty (30) days' written notice by certified mail prior to dismissal.
- b. Borough agrees to pay Assistant Manger a lump sum cash payment equal to three (3) months aggregate salary, provided that termination of this Agreement occurs after the initial term of this Agreement. In that event, the payment of aggregate salary shall include 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 Borough to terminate the services of Assistant Manager at any time for any reason.

Section 3: RESIGNATION

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

- (1) Borough shall be given sixty (60) days' written notice.
- (2) Assistant Manager agrees to monetarily reimburse any unearned benefits taken prior to termination.
- (3) Otherwise, salary shall cease upon termination.

ARTICLE IV: Salary:

Borough agrees to pay Assistant Manager a salary based upon an annual salary of Seventy-Eight Thousand Hundred Dollars (\$78,000.00) per year pro rated from the effective date of this contract to December 31, 2007. Thereafter, salary adjustments will be considered at or about the time as other management employees.

ARTICLE V: Professional Conferences:

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

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

ARTICLE VI: Benefits:

Benefits shall be provided to Assistant Manager as set forth in Chapter 1, Part 5, of Code of Ordinances of Borough of Pottstown.

ARTICLE VII: Flexible Working Time/Compensatory Time:

It is hereby acknowledged by both parties that the job of Assistant 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 Assistant Manager the authority to schedule his work time, which shall not be less than 40 hours per week, and not to be required to work in regularly scheduled eight (8) hour blocks of time. Due to this flexibility, the Assistant Manager shall not accumulate compensatory time, unless it is specifically authorized and approved by Borough within thirty (30) days of occurrence.

ARTICLE VIII: Duties of Assistant Manager. The duties of Assistant Manager shall be prescribed by the Borough Manager.

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 BOROUGH:

Pottstown Borough
Pottstown Borough Hall
100 East High Street
Pottstown, PA 19464

TO ASSISTANT MANAGER: Jason M. 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: 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 XII: 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 POTTS TOWN**

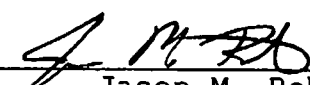
BY: 

President

ATTEST: 

Secretary

(Seal)


Jason M. Bobst