

TOWNSHIP OF SOUTH FAYETTE  
ALLEGHENY COUNTY, PENNSYLVANIA

RESOLUTION NO: 13

A RESOLUTION OF THE TOWNSHIP OF SOUTH FAYETTE, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, APPOINTING RYAN T. EGGLESTON AS TOWNSHIP MANGER OF THE TOWNSHIP OF SOUTH FAYETTE AND ESTABLISHING THE COMPENSATION AND BENEFITS OF THE TOWNSHIP MANAGER PURSUANT TO ACCEPTING THE APPOINTMENT

WHEREAS, Board of Commissioners for the Township of South Fayette has publically advertised the position of Township Manager and designated a Manager Search Committee composed of four residents and two Board of Commissioners members to review the applicants and recommend for appointment consideration by Board of Commissioners the most qualified candidate; and

WHEREAS, the Manager Search Committee has screened all applications received and recommended to Board of Commissioners, finalists and arranged interviews and qualification reviews: and

WHEREAS, after consideration and based solely on qualifications and merit; and

WHEREAS, it is appropriate to appoint and fix the compensation of the Township Manager by Resolution.

NOW, THEREFORE, BE IT RESOLVED AND ENACTED by the Township of South Fayette in Commission assembled as follows:

**SECTION 1.** Ryan T. Eggleston is appointed Township Manager of Township of South Fayette commencing on June 4, 2012.

**SECTION 2.** South Fayette shall compensate the Manager of South Fayette at the rate of \$82,500.00 DOLLARS per year, payable biweekly.

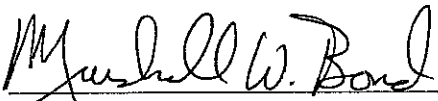
**SECTION 3.** The proper officials of the Township are authorized to sign the attached employment agreement setting forth the terms and conditions of employment of Ryan T. Eggleston as Township Manager which is hereby approved.

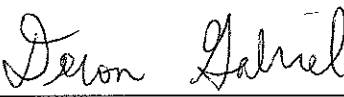
**SECTION 4.** A copy of the agreement is attached hereto and made a part hereof.

**RESOLVED AND ENACTED** into law this 18 day of April, 2012.

ATTEST

TOWNSHIP OF SOUTH FAYETTE

  
Secretary

  
Deron Gabriel, President

**AGREEMENT**

THIS AGREEMENT, made and entered into this 18th day of April, 2012, by and between the Township of South Fayette and its Board of Commissioners (hereinafter referred to as "South Fayette" and as "board," respectively) and Ryan T. Eggleston, an individual residing at 21 East Fifth Street, Oil City, PA. (hereinafter referred to as the "Manager")

WHEREAS, the Township of South Fayette and its Board of Commissioners, at a meeting of said Board duly and properly called on the 18th day of April, 2012, did appoint Ryan T. Eggleston to the office of Township Manager of South Fayette; and

WHEREAS, The First Class Township Code was amended to provide for certain terms of employment agreement with township managers; and

WHEREAS, the parties desire to create an Employment Agreement between Ryan T. Eggleston and South Fayette to conform with the revisions to the First Class Township Code; and

WHEREAS, the parties desire to reduce said terms and conditions to writing.

NOW THEREFORE, the parties, intending to be legally bound and in consideration of the mutual covenants herein contained, do hereby agree as follows:

1. **Term of Agreement.** South Fayette does hereby employ Ryan T. Eggleston in the capacity of Manager of South Fayette for a term commencing on the 4th day of June, 2012, and continuing for a period of two (2) years thereafter or the date of the Board of Commissioners' organizational meeting following the next municipal election, whichever occurs first, and Ryan T. Eggleston accepts said employment. The terms and conditions of this Agreement shall be and remain effective, until and unless it is mutually modified or is terminated by either party in accordance with the provisions set forth herein, for the time period of Ryan T. Eggleston's employment as Manager of South Fayette pursuant and subject to the provisions of Chapter 43, Part 2 of the South Fayette Township Code. Nothing contained in herein shall guarantee Ryan T. Eggleston employment through the term of this Agreement and Ryan T. Eggleston shall continue to serve at the pleasure of the Board of Commissioners.

2. **Exclusivity of Employment.** The Manager agrees to devote his full time, skill, labor and attention to said employment during the term of this Agreement; provided, however, that the Manager, by written authorization from South Fayette's Board of Commissioners, and as allowable under statute, may undertake consultation work, speaking engagements, writing, lecturing, or other professional duties and obligations.

3. **Meetings, Discipline, Evaluation.** The parties agree that a portion of at least one meeting annually of the Board shall be devoted to a private discussion of the working relationship between the Board and Manager, an evaluation of his job performance, and a discussion of goals for the future.

4. **Manager's Duties.** The parties hereto agree as follows:

(a) **Performance of Duties Required by South Fayette Township Code.** During the term of this Agreement, the Manager agrees to serve as Township Manager of South Fayette and to perform the duties of the Manager in a competent and professional manner in accordance with the laws and regulations of the Commonwealth of Pennsylvania, the South Fayette Township Code, as amended, and the policies of South Fayette as established by the Board. The powers, duties and obligations of the Manager shall include all those provided in section 43-5 of the South Fayette Township Code, and as otherwise provided for by the Board.

(b) **Medical Examination.** The Manager agrees to have at least one (1) comprehensive medical examination every (2) years during the term covered by this Agreement. The cost of said medical examination shall be paid by South Fayette, if not covered by healthcare insurance already provided by South Fayette.

5. **South Fayette's Obligations.** The parties hereto agree as follows:

(a) **Salary.** South Fayette agrees to pay to Manager a base annual salary of Eighty-Two Thousand and Five Hundred (\$82,500) Dollars beginning with a start date on or about June 4, 2012, to be paid in twenty-six (26) equal biweekly installments. Manager's salary may be renegotiated to the mutual satisfaction of the parties, and the parties hereto agree to discuss such renegotiation of salary on an annual basis (including a performance review scheduled for on or before January 1, 2013). Further salary adjustments may be made by action of the Board of Commissioners without the necessity of a written revision to the Employment Agreement.

(b) South Fayette shall provide to the Manager all benefits (including, but not limited to, vacation, holidays, leaves of absence, and insurances as are normally provided to other regular, full-time South Fayette professional and administrative staff personnel, except that the Manager shall be entitled to three (3) weeks of vacation per year effective January 1, 2013 and that the Manager may be compensated for up to ten (10) days of unused vacation annually that is not used by the end of the year, and with such other benefits as specifically set forth herein. This compensation shall be made within ninety (90) days of the end of the preceding year.

(c) **Hours of Work for Manager.** The parties recognize that Manager shall devote (in addition to normal business hours) a great deal of additional time, outside such normal business hours, to the business of the Township of South Fayette. Accordingly, Manager shall be permitted to take such reasonable compensatory time off as he shall deem appropriate during such normal business hours. The reasonableness and appropriateness of such compensatory time off is subject to review by the Board. The Manager shall keep a record of compensatory time off taken under this subparagraph and shall make such record available to the Board on a monthly basis as part of the Manager's report to the Board. Compensatory time shall be used generally within the month that it is accrued, but in no case longer than three (3) months after it has been earned. Compensatory time not used within three (3) months after being earned shall be lost.

(d) **Disability.** Should the Manager be unable to perform his duties by reason

of illness, accident, or other cause beyond his control, (hereinafter referred to collectively as “disability”), South Fayette may designate one or more qualified persons to perform the duties of Manager during such period of disability. If any disability continues for a period of more than 90 days and Manager becomes eligible for long term disability insurance benefits pursuant to Subparagraph (e) hereof, South Fayette may, in its discretion, proportionately reduce the salary provided in this Agreement or subsequent amendments hereto by the amount the Manager receives from the disability protection plan provided to him by South Fayette pursuant to Subparagraph (e) hereof. If at any time, the Manager’s disability is determined by South Fayette to be permanent or irreparable and the Manager is unable to continue to perform the essential functions of the position with or without reasonable accommodation, South Fayette may, at its option, terminate this Agreement, whereupon except as specifically provided herein all, of the parties’ respective duties, rights, and obligations hereunder shall terminate.

(e) Disability Insurance and Benefits. South Fayette shall provide Short Term and Long Term Disability Insurance to the Manager equal to the disability insurance benefit provided all other Township management employees which are currently 50% of monthly salary up to a maximum of \$1000 per month for short term and 60% of monthly salary up to a maximum of \$3000 per month for long term disability. The Township shall pay the entire cost of the disability insurance. Should prolonged illness or temporary disability prevent the Manager from performing his duties as Manager, South Fayette may appoint an Acting Manager until return of the Manager. Nothing contained in this Agreement shall preclude South Fayette from providing other additional benefits to the Manager as may be agreed between parties.

(f) Professional Association and Development. The Manager shall be permitted to attend appropriate professional, local, state, and national meetings of professional associations to which he belongs, including the Leadership ICMA program, ICMA International Committee, and the ICMA Annual Conference, the reasonable expenses for which shall be paid by South Fayette. South Fayette shall budget and pay for such professional development activities for Manager as are deemed appropriate by the Board.

(g) General Expenses. South Fayette shall reimburse the Manager for all reasonable non-personal and generally job-related expenses incurred by the Manager. The Manager shall submit such report on a monthly basis to the Township.

(h) Life Insurance. South Fayette shall provide the Manager with life insurance coverage in order to provide a benefit equal to one year of salary (not to exceed \$100,000) in the event of his death. The Township shall pay the entire cost of the life insurance.

(i) Retirement. South Fayette agrees to enroll the Manager into the township's Defined Contribution Plan and to make an annual contribution to the Manager's defined contribution plan in the amount equal to the amount set by the Board annually of his total compensation. The current annual contribution is 8.6%. Total compensation shall be defined as annual salary, and shall not include the amounts paid toward health, dental, vision, and disability benefits. In addition to this, South Fayette agrees to execute all necessary agreements provided by ICMA Retirement Corporation (ICMA-RC) or other Section 457 deferred compensation plan for Manager's continued participation in said supplementary retirement plan. Manager will, at his sole discretion, decide if he wishes to have any of his salary, either as a percentage of base salary or a fixed dollar amount per pay, deposited into the ICMA-RC plan.

(j) Automobile. South Fayette shall pay to the Manager, in addition to other salary and benefits herein provided, the sum of five hundred (\$500) dollars per month, payable in equal monthly installments, as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. Manager shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle. South Fayette shall reimburse the Manager at the IRS standard mileage rate for any business use of the vehicle beyond the greater South Fayette area. For purposes of this section, use of the car within the greater South Fayette area is defined as travel to locations within a fifty (50) mile radius of South Fayette. At a later date, if the Manager so chooses, he may switch from a car allowance to being provided a township

owned vehicle for use. In which case, South Fayette shall be responsible for paying for liability, property damage, and comprehensive insurance, and for the purchase (or lease), operation, maintenance, repair, and regular replacement of a full-size automobile. The car allowance shall cease upon provision of a township provided vehicle for use by the manager.

6. **Discharge or Termination:** Manager's employment may be terminated when a majority of the Board of Commissioners votes to terminate the manager at a duly authorized public meeting, or as follows:

- (a) by mutual consent of the parties and upon prior written notice from the party seeking such termination to the other party at least sixty (60) days prior to such termination; or
- (b) by the official retirement of the Manager; or
- (c) by South Fayette upon its determination that Manager's disability is permanent or irreparable as set forth in paragraph 5(d) hereof; or
- (d) by South Fayette for cause which shall constitute willful misconduct, criminal wrongdoing, misfeasance, malfeasance or other deliberate action incompatible with the best interests of South Fayette.

7. **Severance Compensation.** The parties recognize the benefit to South Fayette of stability of management and the value to South Fayette of Manager's continuing expertise and knowledge. In this regard, in lieu of an alternative wage and benefit package, South Fayette agrees to provide the following severance compensation to Manager in the event of termination. Such severance compensation, if applicable, shall apply if Manager's employment is terminated prior to or as of the termination of this Agreement and will survive the term of this Agreement, provided Manager remains employed and the parties have not affirmatively negotiated the elimination of such severance compensation benefits.

- (a) The parties also recognize that, under the law of Pennsylvania, professional



municipal managers may be subject to dismissal from employment at will and without cause. In order to deal with this circumstance and provide for a professional transition, if Manager's employment is terminated by South Fayette other than pursuant to the provisions of Subparagraphs 6(b)-(d) hereof, then, in such event, Manager shall be entitled to salary continuation pay and continuation of health insurance benefits for a period of four (4) months from the effective date of Manager's termination. Effective January 1, 2014, if Manager's employment is terminated by South Fayette other than pursuant to the provisions of Subparagraphs 6(b)-(d) hereof, then, in such event, Manager shall be entitled to salary continuation pay and continuation of health insurance benefits for a period of five (5) months from the effective date of Manager's termination. Effective January 1, 2015 and thereafter, if Manager's employment is terminated by South Fayette other than pursuant to the provisions of Subparagraphs 6(b)-(d) hereof, then, in such event, Manager shall be entitled to salary continuation pay and continuation of health insurance benefits for a period of six (6) months from the effective date of Manager's termination. If the within Agreement is terminated by South Fayette pursuant to Subparagraph 6(d) for a cause which constitutes willful misconduct, criminal wrongdoing, misfeasance, malfeasance or other deliberate action incompatible with the best interests of South Fayette, then both the severance pay and continuance of health insurance benefits, as described above, shall not be required to be paid or provided by South Fayette.

(b) If Manager's employment is terminated pursuant to Subparagraph 6(c), Manager shall be entitled to a continuation of health insurance benefits then existing by South Fayette for a period of six (6) months from the effective date of Manager's termination.

8. **Residency and Relocation.** Manager agrees to establish residence within the corporate boundaries of the local government, within 12 months of employment, and thereafter to maintain residence within the corporate boundaries of the local government. In consideration for this relocation, South Fayette shall pay up to \$5000 to Manager to cover relocation costs, including the expenses of moving Manager and his family and personal property from Oil City to South Fayette. Said moving expenses include packing, moving, storage costs, unpacking, and insurance charges. Furthermore, the

relocation monies may be used for the expenses of packing and moving from temporary housing near South Fayette to permanent housing within South Fayette during the first year of this agreement. The relocation amount of \$5000 or a portion thereof may also be used as a down payment on the purchase of a home in South Fayette within the first 12 months of this agreement. Finally, South Fayette shall provide Manager with 2 days of paid additional personnel days for relocation purposes to be used within the first 12 months of this agreement.

9. **Indemnification.** Whenever litigation is initiated against the Manager alleging that the Manager, in the discharge of his duties, caused injuries to a person or property, South Fayette, absent a written request from the Manager, shall defend and indemnify him in connection with such litigation within the meaning of 42 P.S. 8547 and 8548. South Fayette agrees that it shall not petition the Court in which such litigation is pending for a judicial determination that South Fayette is not responsible to pay the Manager's attorneys' fees or any judgments resulting from litigation initiated against the Manager. In exchange for the foregoing, the Manager shall cooperate with South Fayette's defense of such litigation, in accordance with the provisions of 42 P.S. 8647(c).

10. **Integration: Modification: Merger.** This Agreement constitutes the full and complete understanding between the parties hereto. Any attempt to modify or amend this Agreement shall be effective only upon the execution of a written document by all parties hereto embodying such changes as have been agreed upon. All prior verbal agreements or written agreements, documents, contracts or writings of any kind between the parties regarding the terms of Manager's employment are merged into and superseded by this Agreement.

11. **Additional Terms and Conditions of Employment for Manager.** South Fayette shall fix any such other terms and conditions of employment as it may determine from time to time, and communicate the same to the Manager, relating to the performance of the Manager, provided such terms and conditions are neither inconsistent with nor in conflict with the provisions of this Agreement, the South Fayette Code, or the laws and regulations of the Commonwealth of Pennsylvania. Section 43 of

the South Fayette Code, as amended, shall otherwise govern the terms and conditions of the Manger's employment and the respective rights and obligations of the parties.

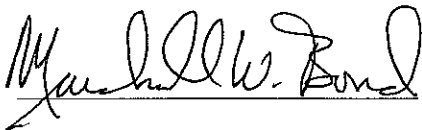
12. **Assignments and Subcontracts.** None of the sums due or to become due to the Manager, nor any of the work to be performed under this Agreement by the Manager, shall be assigned to any third party without the prior written consent of South Fayette.

13. **Severability.** If any portion, segment or part of this Agreement is deemed unenforceable by a court of law, the remaining portions, segments or part of this Agreement shall remain in full force and effect.

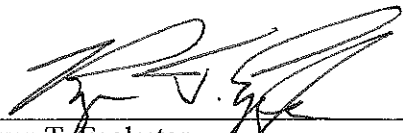
14. **Resolution of Disputes.** If the Board or the Manager breaches any of the covenants contained in this Agreement, or there is any dispute between the parties concerning the terms of this Agreement, including disputes regarding the termination of this Agreement or dismissal of the Manager, all such disputes or claims shall be resolved via binding arbitration pursuant to the Labor Arbitration Rules of the American Arbitration Association. If an Arbitrator rules that South Fayette violated the terms of the Agreement, South Fayette shall pay the cost of arbitration and the Manager's reasonable attorneys' fees in connection with the arbitration complaint filed to enforce the terms of this Agreement.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have executed this Agreement as of the day and year first-above written.

WITNESS

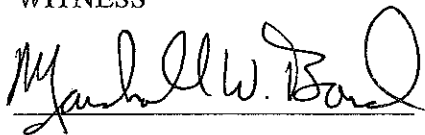
  
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TOWNSHIP MANAGER

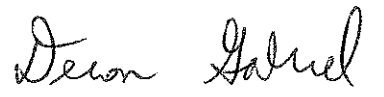
  
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Ryan T. Eggleston

WITNESS

  
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SOUTH FAYETTE BOARD OF COMMISSIONERS

  
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Deron Gabriel, President