AGREEMENT

THIS AGREEMENT MADE as this 3rd day of September, 2024 by and between the BOROUGH OF DORMONT, Commonwealth of Pennsylvania (herein "Dormont")

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John P. Stinner

WHEREAS, the Borough of Dormont wishes to employ John Stinner 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 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 6th day of September, 2024 and ending January 5th, 2026.

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. Stinner at any time, at the sole discretion of the Borough Council. Should Mr. Stinner be terminated prior to January 5th, 2026, or not be awarded a contract in January 2026, he shall be entitled a Sixth (6) month severance payment at the salary set forth in Section B. If however, Borough Council provides Mr. Stinner written notice of its intent to terminate this contract six (6) months prior to the expiration of this contract then in such case Mr. Stinner shall not be entitled to six (6) month's severance payment.

3. If at any time, Mr. Stinner fails to conduct himself with due regard to public morals and decency, or if Mr. Stinner commits any act or is complicit in any situation or occurrence tending to degrade Mr. Stinner 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. Stinner.

4. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Mr. Stinner to resign at any time from his position with the Borough. Mr. Stinner shall give Sixty (60) days written notice to the Borough prior to the effective date of his resignation. If Mr. Stinner does not provide sixty (60) days written notice to the Borough, he shall not be entitled to payment for any accrued leave.

Section B. Compensation.

Mr. Stinner shall receive a salary of $10,000.00 per month with compensation payable in bi-weekly installments in a manner identical to all Borough employees. 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, Mr. Stinner shall receive the same salary of $10,000 per month with compensation payable in bi-weekly installments in a manner identical to all Borough employees.

Section C. Benefits.

1. Mr. Stinner shall be entitled to the following benefits as indicated by the current contract between the Borough and the nonuniform plan employees:

   a. Hospitalization
   Mr. Stinner shall pay three (3) percent of the cost of his hospitalization coverage.

   b. Holidays
   Mr. Stinner shall be entitled to the same holidays as other Borough employees of Dormont

2. **Retirement** – Enrollment in the Borough's Act 457 deferred compensation plan or a similar plan such as ICMA. The Borough will contribute 8% of the employee's salary to the plan

3. **Sick Days** – Mr. Stinner shall receive eight (8) sick days which shall not accumulate. Sick days are non-reimbursable.

4. **Vacation Days** - Mr. Stinner shall receive fifteen (15) vacation days which shall not accumulate. Mr. Stinner 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. Stinner's salary.

6. Mr. Stinner 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** - $5000.00/annum for attendance at professional conferences. However, Council will consider increasing this amount with sufficient justification.

9. **Severance Pay** – As set forth above in Section (A)(2).

10. **Short-term Disability** – In lieu of extensive or accumulating sick leave, Mr. Stinner 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. Stinner will submit to an annual physical at the request of Council. Mr. Stinner 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).

12. **Family Leave Policy** – The Borough shall provide all coverages provided by the Family Leave Policy to Mr. Stinner.

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.

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 John Stinner 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:

John Stinner