

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into this 18th day of February, 2025, by and between the TOWNSHIP OF WEST VINCENT, Chester County, Pennsylvania, hereinafter called "Township" and TOMMY RYAN, hereinafter called "Manager," as follows:

WHEREAS, Township desires to employ the services of Manager as Township Manager pursuant to the Code of West Vincent Township, Chapter 37, which provides for the appointment of a Township Manager by Resolution to establish his compensation and term of office as well as his powers and duties; and

WHEREAS, it is the desire of the Township to establish certain conditions of employment, to provide certain benefits, and to establish standards of conduct for Manager; and

WHEREAS, Manager desires to accept the position as Township Manager of West Vincent Township;

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

SECTION 1: DUTIES

The Township hereby agrees to employ Manager as Township Manager of West Vincent Township to perform the functions and duties specified in the Pennsylvania Second Class Township Code and the Code of West Vincent Township, Chapter 37, as both may be amended from time to time, and to perform other legally permissible and proper duties and functions as the Board of Supervisors of West Vincent Township shall from time to time assign, including but not limited to Township Zoning Officer and Right-To-Know Officer.

SECTION 2: TERM

This Agreement shall become effective on Manager's start date set by Resolution of the Board of Supervisors and shall remain in effect through December 31, 2025 or until terminated by either party in accordance with the provisions of Section 3 below. Changes to this Agreement shall be made only by mutual consent of both parties and shall be made in the form of a written addendum which may be from time to time attached hereto.

SECTION 3. TERMINATION

In the event Manager is terminated by the Township, not for cause, under the provisions of the Pennsylvania Second Class Township Code, the Township shall provide a severance payment equal to three (3) months' salary at the rate of pay under this contract. Severance shall be paid lump sum or as a continuation of salary as payroll, at the Manager's option. Manager shall also be compensated for all accrued and unused vacation, personal time and sick leave that have accrued prior to termination and shall receive three (3) months health insurance coverage. In the event that Manager is terminated because of willful misconduct defined as follows:

- a. Violation by Manager of any law of the Commonwealth of Pennsylvania which provides that such violation constitutes a misdemeanor or felony;
- b. Willful disobedience by Manager of orders or directives of the Board of Supervisors;
- c. Immoral conduct or indecency on the part of Manager;
- d. Falsification by Manager of Township records or other Township information;
- e. Theft by Manager of Township property or possessions;
- f. Possession by Manager of, sales or attempted sale of, or the use of controlled substances.

The Township shall have no obligation to pay any severance to Manager, but shall pay to Manager all unused and accrued vacation and personal time.

In the event Manager voluntarily resigns his position with the Township, the Manager shall give the Township sixty (60) days' notice in advance. If Manager voluntarily resigns from his position, he shall not be entitled to any severance pay, except that he shall be entitled to unused and accrued PTO.

SECTION 4: SALARY

Effective on Manager's start date, and for all of 2025, Manager shall be paid an annualized base salary in the amount of One Hundred Sixty Thousand Dollars (\$160,000.00) per year. Manager shall be paid at the same payroll interval (bi-weekly) as other employees. Hours of work are to include normal Township hours of operation Monday through Friday, and any additional hours (including night meetings) necessary to properly perform the job. As this is a salaried, managerial position, there is no overtime compensation, and Manager will be an at-will employee. Future salary levels will be determined by the Board of Supervisors from time to time, set by Resolution.

SECTION 5: BENEFITS

Manager's benefits will be the same as currently provided for all non-uniformed, Township employees, and will be subject to change from time to time, as determined by the Board of Supervisors.

- a. Medical Insurance, Prescription, Dental, Vision – The Manager shall receive coverage in a health care plan that provides individual and/or family coverage for health, vision, dental, prescription, and other medical insurance plans as the Township may designate from time-to-time.
- b. Personal Time Off – Manager will receive paid vacation in the amount of 10 days per year which is available at the start of each calendar year plus five (5) additional days of vacation

to be used to teach for PSATS. Manager can rollover vacation days and can cash out vacation days per the employee manual. Manager shall also receive personal time and sick leave per the employee manual. Vacation time, personal time and sick leave for 2025 shall be prorated for the amount of time worked in 2025.

- c. Life Insurance – Manager shall receive term life insurance coverage in accordance with Township policies and procedures applicable to non-union employees.
- d. Pension Plan – Manager shall qualify for membership in the Township 401(a) retirement plan in which the Township would contribute seven (7%) percent of Manager’s annual salary. In lieu of payment to this plan, Manager may opt out and the Township shall contribute five (5%) percent of Manager’s salary to the Manager’s designated deferred compensation plan. Additionally, there is a 457(b) deferred compensation pension plan available for Managers, at Manager’s cost, without any Township contribution.
- e. Holidays – Manager shall receive paid holidays in accordance with those recognized in any calendar year by the Township. For 2025, there are ten (10) recognized paid holidays per year and two (2) floating holidays.
- f. Disability Insurance – The Manager shall receive both short-term and long-term disability coverage, as may be offered to all non-union Township employees.
- g. Cell Phone – The Township will provide a Township cell phone for the Manager’s use.

SECTION 6: PROFESSIONAL DUES AND TRAINING

The Township will pay the annual membership dues for the Manager to participate in professional Associations, such as the Chester County Managers Consortium (CCMC) and the Pennsylvania State Association of Township Supervisors (PSATS). Subject to Township policies and procedures regarding expenses and reimbursement, Manager shall be permitted to attend at

Township expense the conferences, meetings, and continuing education seminars of CCMC and PSATS and other professional training seminars.

SECTION 7: MILEAGE REIMBURSEMENT

As long as Manager is employed by the Township under the terms of this Agreement, the Township shall reimburse Manager for mileage at the established Internal Revenue Service mileage reimbursement rate for all mileage incurred by the Manager while on Township business, not including his daily commute to and from the Township. Manager shall submit a monthly mileage log to the Township.

SECTION 8: GENERAL EXPENSES

The Township recognizes that certain expenses are job-affiliated in nature and may be incurred by Manager. The Township agrees to reimburse Manager for general out-of-pocket expenses upon receipt of executed vouchers or receipts, up to \$2,500.00 per year.

SECTION 9: INDEMNIFICATION

The Township shall pay the cost of all fidelity bonds and liability insurance, including public official's liability insurance for services performed by Manager in his official duty as Township Manager.

SECTION 10: CONDITION OF EMPLOYMENT

Manager's employment with the Township is conditioned upon Manager being bonded for Three Million (\$3,000,000.00) Dollars.

SECTION 11: GENERAL PROVISIONS

- A. The Agreement herein shall constitute the entire Agreement between the parties.
- B. The Agreement shall be interpreted in accordance with the law of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the Township of West Vincent has caused this Agreement to be signed and executed on its behalf by its Chairman of the Board of Supervisors and duly attested by its Secretary, and the Manager has signed and executed this Agreement, the day and year first written above.

ATTEST:

TOWNSHIP OF WEST VINCENT

Secretary

Dana Alan, Chair

WITNESS:

Judy Ryan

Judy Ryan

Tommy Ryan

Tommy Ryan