

**MEMORANDUM OF UNDERSTANDING**

**THIS MEMORANDUM OF UNDERSTANDING** (“MOU”) is between the **Borough of Bath** (the “Borough”), a municipal corporation organized and existing under the Pennsylvania Borough Code with its office situate at 121 S. Walnut Street, Bath, Northampton County, Pennsylvania 18014, and **Bradford T. Flynn** (“Flynn” and/or “Borough Manager”), an adult residing in Northampton County, Pennsylvania. This MOU is effective as of April 13, 2026.

**Recitals**

**WHEREAS**, the Borough is governed by Council for the Borough (the “Council”) per Pennsylvania’s Borough Code and other applicable laws; and

**WHEREAS**, the Borough desires to continue to employ Flynn as Borough Manager, Secretary, Treasurer, Parking Enforcement Manager/Officer, Stormwater Authority Manager, and for any other duties of Flynn as provided for by Ordinance, Resolution and/or the direction of Council; and

**WHEREAS**, Flynn desires to continue to serve as Borough Manager, Secretary, Treasurer, Parking Enforcement Manager/Officer, Stormwater Authority Manager, and for any other duties of Flynn as provided for by Ordinance, Resolution and/or the direction of Council.

**NOW, THEREFORE**, in consideration of the foregoing recitals and of the conditions, promises and covenants contained herein and intending to be legally bound, the Borough and Flynn agree as follows:

**SECTION 1: EMPLOYMENT**

A. Borough agrees to employ and Flynn accepts employment as Borough Manager to perform the functions and duties authorized in 8 Pa.C.S.A. Section 1142 of the Pennsylvania Borough Code, and as specified in Section 123-6 of the Code of Ordinances of the Borough of

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Bath, as amended from time to time, for the Borough Manager and also to serve as the Borough's Secretary, Treasurer, Parking Enforcement Manager/Officer, Stormwater Authority Manager, and to perform any other duties of Flynn as provided for by Resolution and/or the direction of Council, as the duties of those offices and positions are enumerated, from time to time, in the Pennsylvania Borough Code, Code of the Borough of Bath, Borough Resolution(s) and/or the direction of Council relating thereto, as the case may be. Flynn specifically understands and agrees that Council reserves the right and may assign additional duties to Flynn as deemed necessary by Borough Council. Further, Flynn understands and agrees that his employment with the Borough is "at-will", and that he may be terminated at any time with or without cause and for any reason not prohibited by law. This MOU does not guarantee Flynn a job for any set period of time with the Borough. The intent of this MOU is to set forth the benefits Flynn is entitled to while employed by the Borough as the Borough Manager.

### SECTION 2: TERM

A. The term of this MOU shall be from April 13, 2026, thru December 31, 2027 (the "Term"). Provided Flynn's termination of employment as the Borough Manager prior to the expiration of the Term has not occurred, the expiration of the Term, by itself, does not automatically sever Flynn's employment with the Borough. Provided Flynn's termination of employment as the Borough Manager prior to the expiration of the Term has not occurred, upon expiration of the Term, Flynn remains the Borough Manager (an "at-will" employee) whose employment may be terminated by Council with or without cause and there is no express or implied promise made to Flynn for any form of continued employment from the Borough, either during the Term or thereafter.

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### SECTION 3: COMPENSATION

A. Base Salary (Payable in installments at the same time that the other employees of the Borough are paid):

1. YEAR 1 beginning on the date this MOU is fully executed to December 31, 2026) Borough agrees to pay Flynn an annual base salary of \$97,730.94, which shall take effect on the effective date of this MOU. The parties agree that depending on when this MOU is fully executed, the total amount paid for 2026 will be less than the above-referenced annual salary due to this MOU not being in effect for the entirety of 2026.

2. YEAR 2 (January 1, 2027, to December 31, 2027) Borough agrees to pay Flynn an annual base salary of \$102,617.49.

B. At any time during the Term of the MOU, Borough may, in its discretion, review and adjust the salary of the Borough Manager, but in no event shall the Borough Manager be paid less than the salary set forth in Section 3(A) except for a percentage reduction no greater than the average reduction of all department heads in the event of a reduction of salary, compensation or any other financial benefits of all department heads.

C. Except as otherwise provided in this MOU, the Borough Manager shall be entitled, at a minimum, to the highest level of benefits enjoyed by and/or available to other employees, department heads or general employees of the Borough by Bath Borough Policy, unless otherwise specifically provided for herein.

### SECTION 4: HEALTH, DISABILITY AND LIFE INSURANCE BENEFITS

A. The Borough agrees to provide and to fully pay (100%) of the premiums for health, hospitalization, surgical, vision, dental and comprehensive medical insurance for the Borough

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Manager and his dependents. Such insurance coverage shall be the same coverage provided to other Borough employees.

B. The Borough agrees to put into force and to make required premium payments for the disability coverage the Borough has in place on the date of this MOU for the Borough Manager.

C. The Borough shall pay the amount of premium due for term life insurance in the amount equal to that which is provided to all other employees of the Borough relative to Flynn's annual base salary, including all increases in the base salary during the Term of this MOU. Flynn shall name the beneficiary of the life insurance policy.

D. The Borough shall provide business travel insurance for Flynn while Flynn is traveling on Borough business, and Flynn shall name the beneficiary thereof. Should Flynn die while on travel for the Borough, the Borough shall cover the full cost of retrieving and transporting Flynn's remains back to the custody of Flynn's family.

### **SECTION 5: VACATION, EXECUTIVE TIME**

A. As of the effective date of this MOU, Flynn has 284 accrued vacation leave hours. Flynn shall accrue vacation leave on an annual basis and may carry over a limited number of vacation leave hours each year as set forth in the applicable Bath Borough Policy.

B. Flynn is entitled to carry over annually unused vacation leave up to a maximum of 80 hours in accordance with the applicable Borough Policy, and in the event Flynn's employment is terminated, either voluntarily or involuntarily, Flynn shall be compensated for all accrued vacation time.

C. Flynn shall annually be credited with five (5) days of executive leave that cannot be carried over annually. Flynn shall be required to use his executive leave each calendar year or it will be lost.

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### SECTION 6: RETIREMENT BENEFITS

A. The Borough agrees to continue Flynn's enrollment in the Borough of Bath Non-Uniformed Pension Plan and Trust and the Borough of Bath 457 Deferred Compensation Plan and Trust and to make such contributions on Flynn's behalf as are called for pursuant to the terms of said Plans, as they may be amended, from time to time.

### SECTION 7: GENERAL BUSINESS EXPENSES

A. The Borough agrees to pay for professional dues and subscriptions necessary and desirable for Flynn's continued professional participation, growth, and advancement, and for the good of the Borough, subject to the review and approval of Council per the approved annual budget of the Borough.

B. Borough agrees to pay for travel and subsistence expenses of Flynn for professional and official travel, meetings, and seminars to adequately continue the professional development of Flynn and to pursue necessary official functions for Borough, subject to the review and approval of Council. All such expenses must be submitted to Council and approved, in advance.

C. The Borough acknowledges the value of having Flynn participate and be directly involved in local civic clubs or organizations. Accordingly, Borough shall pay for the reasonable membership fees and/or dues to enable Flynn to become an active member in local civic clubs or organizations, subject to the review and approval of Council. All such expenses must be submitted to Council and approved, in advance.

D. Recognizing the importance of constant communication and maximum productivity, the Borough shall provide Flynn, for business use, a laptop computer, software, and a mobile phone each with access to the Borough's VPN to allow connection to the Borough's server.

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Both devices shall be returned upon the cessation of Flynn's employment and shall not have privacy protection which would limit Borough access to content and communication history.

### SECTION 8: TERMINATION

A. The Borough may terminate the Borough Manager at any time, with or without cause. Termination of employment as Borough Manager shall automatically terminate Flynn in all other positions with the Borough, unless the parties agree otherwise. The parties recognize and affirm that: 1) Flynn is an "at-will" employee whose employment may be terminated by the Borough with or without cause at any time and for any reason not prohibited by law, either during the Term of this MOU and/or thereafter, and 2) there is no express or implied promise made to Flynn for any form of continued employment as Borough Manager, Secretary, Treasurer, Stormwater Authority Manager, or any other position of employment with the Borough.

B. Termination Without Cause. For the purpose of this MOU, termination without cause shall occur when any of the following occur:

1. Council or the Borough Solicitor provides written notice to Flynn that Council has terminated Flynn's employment with the Borough without cause, which is summarized below:

- (a) Termination of Flynn due to changes in Council policy direction;
- (b) Termination of Flynn due to changes in Council leadership preferences;
- (c) Termination of Flynn due to changes in Council governance priorities;
- (d) Termination of Flynn as a result of a performance-based evaluation by Council and based on performance, management style and/or effectiveness, in the absence of a condition justifying termination for cause as set forth below.

C. Other Grounds for Termination.

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1. Termination upon Death. Flynn's employment shall terminate immediately upon death of Flynn.
  
2. Termination Because of Incapacity. In the event that Flynn is unable to fully perform the essential functions, duties and responsibilities of the Borough Manager position as defined in Section 1 above, due to physical or mental illness, injury or incapacity, for a continuous period of more than 180 consecutive days, the Borough may terminate Flynn's employment by giving Flynn written notice of such termination.
  
3. Flynn's employment shall terminate upon written notice by Council or Borough Solicitor to Flynn that Flynn has been terminated for "Cause." "Cause" shall mean the occurrence of one or more of the following:
  - (i) Conviction of, or pleading nolo contendere to, a felony or a misdemeanor involving fraud, dishonesty, theft, embezzlement, or misuse of public office;
  - (ii) Any willful misconduct by Flynn, as that term is defined for purposes of the Pennsylvania Unemployment Compensation Act;
  - (iii) A pattern of repeated insubordination by Flynn, including any pattern of willful refusal to comply with lawful directives of Borough Council;
  - (iv) Dishonesty by Flynn in the performance of Flynn's duties hereunder and/or a material breach of this MOU;
  - (v) Intentional misconduct by Flynn that jeopardizes the Borough's best interests; and,
  - (vi) The willful and continued refusal to perform material duties after written direction from Council.

### SECTION 9: SEVERANCE

- A. The Borough Manager shall serve at the will and pleasure of the Borough, and Flynn's employment may be terminated with or without cause as set forth in Section 8.

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Termination of Flynn's employment shall not require any showing of cause or justification, nor shall Flynn be entitled to any internal administrative appeal process should his employment be terminated by the Borough. Severance shall be paid to Flynn only when employment is terminated "without cause" as defined in Section 8(B) above.

B. In the event of Flynn's resignation, death, termination for incapacity as discussed in Section 8(C)(2) above or termination "for cause" as defined in Section 8(C)(3) above, Flynn shall be entitled only to the payment of salary and benefits earned to the date of termination and not to the payment of severance pay. No severance shall be paid to Flynn in the event of his resignation, death, termination for incapacity as discussed in Section 8(C)(2), and/or termination for cause as set forth in Section 8(C)(3).

C. If Flynn is terminated "without cause" as defined in Section 8(B) above, the Borough shall provide a severance payment equal to Flynn's then current rate of pay for a period of twenty-six (26) weeks, less all withholdings required by law. This severance will be paid in a lump sum unless otherwise mutually agreed upon by the parties. As a condition of receiving severance pay, Flynn must execute a legally binding full and final release of all claims in a form acceptable to the Borough Solicitor.

D. Except if Flynn is terminated for any of the reasons listed in Sections 8(C)(1), 8(C)(2) or 8(C)(3) above, Flynn shall be compensated for all accrued but unused vacation leave.

E. If Flynn is eligible for severance pay pursuant to this Section 9 and if Flynn elects continuation of his health insurance benefits under COBRA, Flynn shall receive payment of COBRA premiums for up to twenty-six (26) weeks upon submission to the Borough of billing statements from the insurance provider.

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F. If Flynn is paid severance pay as provided for herein, Flynn hereby waives any claims or causes of action against the Borough, its employees, agents, officers, Borough Council, and Executive Committee members arising out of his employment with Borough, or the termination thereof. Severance pay shall be reported as W-2 wages to all relevant taxing agencies and shall be subject to normal withholdings.

### **SECTION 10: RESIGNATION**

A. Flynn may resign at any time with or without cause. In the event that Flynn voluntarily resigns his employment with the Borough, Flynn shall provide a minimum of sixty days (60-days) written notice to Council, unless Borough and Flynn agree otherwise. If Flynn fails to give such notice, Flynn shall not be entitled to the payment of accrued vacation pay. Flynn shall not be entitled to any severance pay upon his resignation.

### **SECTION 11: OUTSIDE ACTIVITIES**

A. The employment provided for by this MOU shall be Flynn's primary employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Borough and the community, Flynn may elect to accept limited teaching, consulting, or other business opportunities with the understanding that such arrangements must neither constitute interference with nor a conflict of interest with his responsibilities under this MOU.

### **SECTION 12: MOVING AND RELOCATION**

Flynn shall not be required to move into the Borough of Bath as part of this MOU.

### **SECTION 13: BONDING**

A. Borough shall bear the full cost of any fidelity or other bonds required of Flynn under any law or ordinance.

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### SECTION 14: NOTICES

A. Notice pursuant to this MOU shall be in writing and given by personal service or by depositing in the custody of the United States Postal Service, postage prepaid, and addressed as follows (or addressed to such other location as either party shall request from time to time, in writing) with a copy to the Borough Solicitor:

(a) BOROUGH: Council President  
Borough of Bath  
121 S. Walnut Street  
Bath, PA 18014

(b) FLYNN: Bradford T. Flynn  


B. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

### SECTION 15: GENERAL PROVISIONS

A. Integration. This MOU sets forth and establishes the entire understanding between the Borough and Flynn relating to the employment of Flynn by the Borough. Any prior discussions or representations by or between the Borough and Flynn are merged into and rendered null and void by this MOU. The Borough and Flynn by mutual written agreement may amend any provision of this MOU as permitted by law. Such amendments shall be incorporated and made a part of this MOU.

B. Binding Effect. This MOU shall be binding on the Borough and its successor in interest during the Term set forth herein. This MOU shall be binding on Flynn as well as his heirs, executors and personal representatives. This MOU is not assignable by Flynn.

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C. Effective Date. This MOU shall be effective as of April 13, 2026 and shall not be effective beyond December 31, 2027. This MOU and the benefits being provided to Flynn as set forth herein shall terminate, expire, and end on December 31, 2027.

D. Severability. The invalidity or partial invalidity of any portion of this MOU will not affect the validity of any other provision. In the event that any provision of this MOU is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both Borough and Flynn subsequent to the expungement or judicial modification of the invalid provision.

E. In the event of any conflict between the terms, conditions and provisions of this MOU and any state or federal law, such state or federal law shall govern and control.

F. Applicable Law and Interpretation. Any dispute concerning this MOU shall be governed by the laws of the Commonwealth of Pennsylvania, without giving effect to the conflict of law rules. Further, any dispute arising under this MOU shall be subject to the exclusive jurisdiction of the Court of Common Pleas of Northampton County, Pennsylvania.

G. Counterparts. This MOU shall be executed simultaneously in two counterparts, which shall be identified by number and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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SECTION 16: SIGNATURE

Borough of Bath

By:   
Frank Hesch, Council President

Executed as of this 13 day of April, the year 2026.

Bradford T. Flynn

Signature: 

Executed as of this 13<sup>th</sup> day of April, the year 2026.