

ORDINANCE NO. 1505

AN ORDINANCE OF THE MUNICIPALITY OF MONROEVILLE
AUTHORIZING THE PROPER OFFICIALS OF THE
MUNICIPALITY TO ENTER AN EMPLOYEE TERMINATION
AGREEMENT WITH MARSHALL W. BOND

BE IT ORDAINED and ENACTED, by the Municipality of Monroeville in Council
assembled as follows:

Section 1. The proper officials of the Municipality of Monroeville are hereby
authorized to enter an Agreement with Marshall W. Bond for Employee Termination,
Salary and Benefits to be received by Marshall W. Bond and to perform any task or
execute any document to effectuate said Agreement. A copy of the Agreement is
attached hereto, made a part hereof and marked Exhibit "A".

Section 2. Any ordinance or part of an ordinance in conflict with any of the
provisions of this ordinance is hereby repealed to the extent of such conflict.

ORDAINED and ENACTED this 14th day of January, 1986.

ATTEST:

MUNICIPALITY OF MONROEVILLE

Washington C. Alton
Acting Municipal Manager

Michael P. Lynch
Mayor

(SEAL)

ENTERED IN LEGAL BOOK

AGREEMENT

THIS AGREEMENT made on this 14 day of January, 1986 by and between MARSHALL W. BOND, an individual, residing at 125 Westminster Drive, Monroeville, Allegheny County, Pennsylvania 15146, hereinafter referred to as "Bond",

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MUNICIPALITY OF MONROEVILLE, a political subdivision, having its principal place of business at 2700 Monroeville Boulevard, Monroeville, Allegheny County, Pennsylvania 15146, hereinafter referred to as "Monroeville".

WITNESSETH THAT:

WHEREAS, Bond has been the Municipal Manager and Chief Administrative Officer of Monroeville for a period of twelve (12) years and had an employment relationship with Monroeville for seventeen (17) years, and

WHEREAS, Bond has terminated his employment with Monroeville, and

WHEREAS, the parties are desirous of effecting a severance agreement relative to the compensation and benefits to be received by Bond subsequent to employment with Monroeville.

NOW THEREFORE, in consideration of the above and intending to be legally bound hereby the parties hereto agree as follows:

1. The effective date of termination of employment of Bond with Monroeville and the effective date of this Agreement shall be January 14, 1986.

2. Bond shall receive one month of vacation at the rate of pay effective on the date of his termination from employment with Monroeville.

3. In addition Bond shall be entitled to six (6) months severance pay and receive the same at the same rate effective on the last date of his employment with Monroeville. He shall receive said salary on the same date he would have received it had he continued to be employed by Monroeville. In the event however that Bond secures full-time employment at any time within the seven (7) months period (one month vacation and six months severance) which period begins on the effective date of this Agreement, Bond shall have the option of receiving the full lump sum salary accelerated to the date of demand by him or receiving said salary on the scheduled date for payment of same.

4. All insurances presently in effect for Bond and/or his family shall remain in effect for a period of one (1) year from the effective date of employment termination or until Bond obtains full-time employment whichever occurs first.

5. Bond shall be entitled to copies of any documents which constitute his work product during his employment with Monroeville and shall submit to Monroeville a list of said documents by February 15, 1986 and Monroeville shall supply Bond with said documents within one week thereof.

6. Any pension benefits earned or vested by Bond to and including his date of employment with Monroeville shall be maintained or distributed in accordance with any such plans or contract at the option, direction and discretion of Bond.

7. Bond shall have access to the Secretarial and photocopy services to be provided by Monroeville for Bond for job search activities. However Bond shall use his discretion so as not to allow said services to interfere with Municipal functions of any employees or services provided.

8. Monroeville shall immediately provide Bond with a favorable recommendation acknowledging and recognizing his exemplary performance of his duties and the professional manner in which he conducted the office of Municipal Manager.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

Lou Lewis
Witness

Marshall W. Bond
Marshall W. Bond

ATTEST:

MUNICIPALITY OF MONROEVILLE

Washington C. Alston
Acting Municipal Manager

Michael P. Lynch
Mayor

(SEAL)