

AN ORDINANCE OF THE MUNICIPALITY OF MONROEVILLE
AUTHORIZING THE PROPER OFFICIALS OF THE
MUNICIPALITY TO ENTER AN EMPLOYEE TERMINATION
AGREEMENT WITH WASHINGTON C. ALSTON

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 Washington C. Alston for Employee Termination, Salary and Benefits to be received by Washington C. Alston 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 Any ordinance or part of an ordinance in conflict with any of the provisions of this ordinance is hereby repealed to the extent of such conflict.

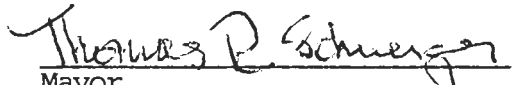
ORDAINED and ENACTED this 9th day of January, 1990.

ATTEST:

MUNICIPALITY OF MONROEVILLE



Acting Municipal Manager



Mayor

AGREEMENT

THIS AGREEMENT made on this ____ day of January, 1990 by and between Washington C. Alston, an individual, residing at 1000 Eagle Nest Lane, Monroeville, Allegheny County, Pennsylvania 15146, hereinafter referred to as "Alston",

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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, Alston has been the Municipal Manager and Chief Administrative Officer of Monroeville for a period of four (4) years and had an employment relationship with Monroeville for nine and one-half (9-1/2) years, and

WHEREAS, Alston 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 Alston 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 Alston's resignation from the position of Municipal Manager of Monroeville shall be January 13, 1990.
2. Alston shall begin a one month vacation at his current rate of pay effective January 14, 1990 and ending February 13, 1990, and also reserving all benefits and privileges, including the use of his municipal vehicle, currently afforded him in the position of Municipal Manager during this one month period.
3. Alston shall be entitled to five (5) calendar months severance pay at his current rate of pay beginning February 13, 1990. He shall receive severance pay on a bi-weekly basis per scheduled municipal pay dates.
4. All insurances presently in effect for Alston shall remain in effect for a period of one (1) year from the effective date of January 5, 1990 or until Alston obtains full-time employment whichever occurs first.
5. Any pension benefits or deferred compensation earned or vested by Alston 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 Alston. Alston reserves the right to avail himself of any pension benefits that may accrue to that class of pre-1982 municipal employees detailed in Ordinance No. 1691.

6. Alston's 1990 deferred compensation in the amount of \$2,500.00 shall be paid directly to him at the time this agreement is executed.

7. Monroeville agrees to pay Alston for unused vacation and personal days for calendar year 1989, a total of 10 days, at his current rate of earnings.

8. In the event Alston receives a full-time appointment which requires his relocation, Monroeville agrees to assume any remaining lease obligation Alston may have with Eagle Ridge Apartments of Monroeville.

9. In the event there are any legal or administrative hearings or allegations stemming from Alston's decisions during his tenure as Municipal Manager or Acting Municipal Manager, Monroeville agrees to pay all legal and other expenses in association with Alston's defense or response to such allegations or charges so long as his decisions were made within the scope of his authority as municipal manager or acting municipal manager and not taken in an intentional, malicious or criminal manner outside the scope of his authority.


10. For the purpose of this agreement, Alston's term of office as Municipal Manager of Monroeville is defined as January 4, 1986 through January 5, 1990. Alston shall be permitted to so state in any documents or literature that he may circulate in conjunction with his job search activities.

11. Alston shall be entitled to copies of any documents which constitute his work product during his employment with Monroeville and Monroeville shall supply Alston with said documents within one week of request of same.

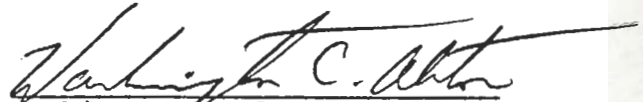
12. Alston shall have access to Secretarial and photocopying services, to be provided by Monroeville, in conjunction with his job search activities. However Alston shall use his discretion so as not to allow said services to interfere with Municipal functions of any employees or services provided.

13. Monroeville shall immediately provide Alston with a favorable recommendation acknowledging and recognizing his exemplary performance of 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.



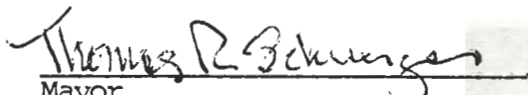
Witness



Washington C. Alston

ATTEST:


Acting Municipal Manager

MUNICIPALITY OF MONROEVILLE


Mayor