

MUNICIPALITY OF MONROEVILLE
ALLEGHENY COUNTY, PENNSYLVANIA

ORDINANCE NO. 2071

AN ORDINANCE OF THE MUNICIPALITY OF MONROEVILLE, A HOME RULE MUNICIPALITY OF THE COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, AMENDING ORDINANCE 2070 ESTABLISHING THE COMPENSATION AND BENEFITS OF THE MUNICIPAL MANAGER PURSUANT TO SECTION 701 OF THE MONROEVILLE HOME RULE CHARTER.

WHEREAS, pursuant to Section 506 and Section 701 of the Monroeville Home Rule Charter, Council for the Municipality of Monroeville has held a Public Hearing on the appointment, qualifications, and compensation of the Municipal Manager; and

WHEREAS, pursuant to Section 501(I) and 701 of the Monroeville Home Rule Charter, it is necessary to appoint and fix the compensation of the Manager by Ordinance.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Municipality of Monroeville, after lawful notice and public hearing thereon pursuant to Section 506 of the Monroeville Home Rule Charter, it is hereby ENACTED by the AUTHORITY of the same as follows:

SECTION 1. That the compensation and benefits of Marshall W. Bond as Municipal Manager shall be as follows:

SECTION 2. That Monroeville shall compensate the Manager of Monroeville at the base rate of \$85,000.00 DOLLARS per year, payable biweekly and retroactive to the 27th day of January, 1998. Nothing shall prohibit Council from establishing a higher increase base upon an annual performance review.

The Municipality shall not reduce the salary or other benefits of the Manager except to the degree of such reduction across the Board of all employees of the Municipality.

In addition, a sum equal to 6.0% of the base rate shall be paid by the Municipality annually as deferred income pursuant of Section 457 to an institution or plan of the Manager's choice in quarterly installments.

SECTION 3. That Monroeville shall compensate the Manager for documented expenses incurred in the performance of the Manager's duties, including, but not limited to:

A. Travel expenses and telephone charges.

B. Appropriate professional and service organization dues and other expenses incurred in connection with the Manager's attendance at any professional conferences, courses or seminars relevant to the Manager's duties hereunder which are approved in advance by Monroeville.

C. The Municipality shall bear the full cost of any fidelity or other bonds required of the Manager under any Law or Ordinance.

SECTION 4. That the Employee shall participate in such fringe benefits, including, without limitation, any insurance plan, pension plan, and short and long term disability plans, as are currently available or may generally be made available to any such full time administrative employee of Monroeville.

SECTION 5. Municipality shall defend, save harmless and indemnify Manager against any tort, professional liability claim or demand of the legal action, whether groundless or otherwise, arising out of an alleged act or admission occurring in the performance of the Manager's duties. Municipality will compromise and settle any such claim or suite and pay the amount of the settlement or judgments rendered thereon.

SECTION 6. It is acknowledged and understood that this Municipal Manager has served as an employee of Monroeville previously for 17.4 years. The Manager shall be accorded full credit for past services rendered as it pertains to all other fringe benefits now and in the future.

SECTION 7. It is mutually agreed that the Municipal Manager serves at the pleasure of Council as more fully set forth in the Home Rule Charter. However, as consideration for the Manager accepting this position, the Municipality of Monroeville shall pay a sum equal to six (6) months salary as a severance sum in the event Council, for whatever reason and in its sole discretion should choose to terminate the Manager. Said severance sum shall be increased by the amount of one (1) month's salary for each year of service by the Manager commencing from the first anniversary of rehire date (January 27, 1998).

Further, in the event of termination before attaining twenty (20) years of credited service under the PMRS Pension Plan, the Manager agrees to forfeit any pension rights under said plan and that in lieu thereof, the Municipality will purchase an annuity that will provide a monthly benefit equal to the monthly annuity that would be calculated under the PMRS plan assuming the Manager had twenty (20) years of credited service at the time of termination. It is understood that the Manager has currently 17.4 years of accredited service under the Monroeville PMRS Pension Plan.

Said severance shall not be paid to the Manager if:

- A. Manager resigns.
- B. Death of the Manager.
- C. The Manager is convicted of a crime relating to the performance of his duties.
- D. The Manager is found liable for intentional act relating to the performance of his duties.

SECTION 8. The Municipal Manager shall be provided with an automobile owned or leased by the Municipality or an automobile allowance at a rate and terms agreed upon by the Manager and Council, and the Manager shall be entitled to the exclusive and unrestricted use of such automobile.

SECTION 9. That the employee shall devote substantially all of his time attention and energies to the business of Monroeville and shall not during the term of this Agreement be substantially engaged in any other business activity.

SECTION 10. This Ordinance shall not be modified or changed except in accordance with the Monroeville Home Rule Charter and the consent of the Manager and Council.

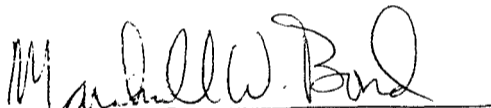
SECTION 11. That all Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 12. If any one or more of the sections of this Ordinance shall for any reason be held to be held to be illegal or invalid or otherwise contrary to law, then such section or sections shall be null and void, but shall be deemed separable from the remaining section or sections, and shall in no way otherwise affect the validity or enforceability of this Ordinance.

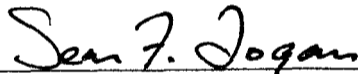
ORDAINED AND ENACTED into law this 10th day of February, 1998.

ATTEST:

MUNICIPALITY OF MONROEVILLE



Marshall W. Bond
Municipal Manager



Sean F. Logan
Mayor

ENTERED INTO LEGAL BOOK: February 20, 1998