

AGREEMENT

This Agreement made this 19th day of July, 2010 by and between the Council of the Town of Christiansburg and the Town of Christiansburg (hereinafter jointly "Christiansburg") and R. Lance Terpenny (hereinafter "Terpenny");

WHEREAS, on July 6, 2010 the Council of the Town of Christiansburg resolved on behalf of the Town of Christiansburg that it lacked confidence in the continued service of Terpenny as Town Manager and asked him to submit his resignation effective August 1, 2010; and

WHEREAS Christiansburg offered Terpenny severance in the amount of one year's salary (\$128,750) in recognition of his 21 years of service to Christiansburg; and

WHEREAS in exchange for the severance Terpenny submitted his resignation effective August 1, 2010.

Now therefore, Christiansburg and Terpenny hereby agree as follows:

Resignation.

Christiansburg accepts Terpenny's resignation effective August 1, 2010.

Severance.

Christiansburg will pay Terpenny one year's salary (\$128,750) as severance in recognition of his service to Christiansburg. Additionally, Christiansburg will pay Terpenny all benefits to which any other employee of Christiansburg is entitled upon resignation in accordance with the Christiansburg personnel policy. Terpenny will advise the Town finance department how he wants the severance paid (i.e. lump sum or periodic payment).

General Waiver and Release.

a. By signing this Agreement, Terpenny represents to Christiansburg that: (a) he has voluntarily entered into this Agreement; (b) that there have been no promises made to him other than those set forth in this Agreement; (c) that he has been given adequate time and a reasonable opportunity to consider this proposal and believes it to be in his best interests to enter into this Agreement with Christiansburg; (d) that no undue pressure or coercion was applied to him to force him to sign this Agreement; and (e) that he has had the opportunity to consult with counsel of his own choosing if he so desires. In consideration of the severance pay, Terpenny hereby unconditionally waives and releases Christiansburg and all of its present and former officers, council members, employees, agents, or attorneys, and each of their heirs, executors, or administrators, and Christiansburg's successors and assigns (the "Released Parties") from any and all debts,

claims, liabilities, demands, causes of action, attorney's fees, damages, or obligations of every kind and nature, whether they are now known or unknown, arising from anything that occurs or fails to occur at any time prior to the date of this Agreement. This release includes, but is not limited to: All claims under any federal and state law, rule or regulation; all claims alleging violation of any federal, state, or local law rule or regulation, all other claims related to or arising from Terpenney's employment, Christiansburg's lack of confidence vote or Terpenney's decision to resign from employment; and all claims based on a breach of contract, a tort, public policy or common law; all claims of wrongful termination, discrimination, harassment or retaliation; all claims for compensatory, punitive or liquidated damages; all claims related to wages, benefits, or any other form of compensation, and any claim for or right to be reimbursed for attorney's fees or any other costs incurred by Terpenney in connection with or arising out of his employment or this Agreement.

b. This release of claims expressly includes a waiver and a release of any and all claims Terpenney has against Christiansburg or any of the released parties for alleged age discrimination, as well as any other claims or rights that Terpenney has ever had or now has under the Age Discrimination and Employment Act of 1967, as amended ("ADEA") as a result of anything that has occurred or is alleged to have occurred prior to the execution of this Agreement.


c. In compliance with the Older Workers Benefit Protection Act of 1990 ("OWBPA"), Terpenney acknowledges that he has been informed of his right to consult with an attorney before executing this Agreement, which includes a waiver and release of all claims including claims of age discrimination and all other claims under the ADEA. Terpenney has been provided 21 days to consider whether to enter into this Agreement and Release, and has been given the opportunity to consult with counsel of his own choosing throughout this time. Terpenney understands that under the OWBPA he has seven days after he signs this Agreement to revoke his acceptance of the Agreement by delivering a written notice of revocation to Christiansburg in care of Richard Ballengee. To be effective the notice of revocation must be received by Richard Ballengee no later than 5:00 p.m. EST on the seventh day after this Agreement is signed.

d. Notwithstanding this General Waiver and Release, no parties are releasing any claims, if any, that may arise as a result of any act or omission occurring after the Effective Date of this Agreement. This General Waiver and Release does not cover any Claim which may not be waived or released as a matter of law without the approval of a court or the appropriate government agency. Christiansburg agrees that it will indemnify and hold harmless Terpenney for any claims against him arising from his service as town manager and found to be within the scope of his employment as town manager including providing Terpenney with legal counsel at the expense of Christiansburg. Further, in the event that Terpenney is asked by Christiansburg to be a witness in any case in which Terpenney is not a party, Christiansburg will reimburse Terpenney any costs he incurs as a result of serving as a witness under the circumstances.

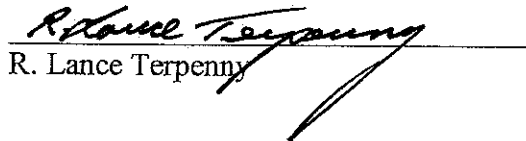
Taxes

Terpenny is responsible for any tax consequences of any and all payments made to him pursuant to this Agreement. No representations are made with regard to any tax consequences.

TOWN OF CHRISTIANSBURG and
COUNCIL OF THE TOWN OF CHRISTIANSBURG


Richard G. Ballengee, Mayor

Date: 19 July, 2010


R. Lance Terpenny

Date: 19 July 2010

Mr. Showalter

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- b. Councilman Carter made a motion to come out of Closed Meeting and enter into Regular Meeting, seconded by Councilman Barber. Council voted on the motion as follows: AYES: Barber, Carter, Showalter, Stipes, Vanhoozier, Wade. NAYS: None.
- c. Certification. Councilman Barber moved to certify that the Town Council of the Town of Christiansburg, meeting in Closed Meeting, to the best of each member's knowledge, discussed only the matters lawfully exempt from open meeting requirements by Virginia Law and only such matters as are identified in the Resolution to enter into Closed Meeting. Councilwoman Carter seconded the certification and Town Clerk Stipes polled Council as follows: Barber – Aye; Carter – Aye; Showalter – Aye; Stipes – Aye; Vanhoozier – Aye; Wade – Aye.
- d. Council Action on the Matter. Councilman Barber made a motion to ask for the resignation of the Town Manager due to a lack of confidence in his continued employment, and to provide a severance package to be detailed by the Town Attorneys. Councilman Stipes seconded the motion and Town Clerk Stipes polled Council as follows: Barber – Aye; Carter – Aye; Showalter – Aye; Stipes – Aye; Vanhoozier – Aye; Wade – Aye.

TOWN MANAGER REPORTS:

MONTHLY BILLS – On motion by Councilman Wade, seconded by Councilman Barber, Council voted to approve the monthly bills to be paid 10 July, 2010, in the amount of \$2,092,853.91. AYES: Barber, Carter, Showalter, Stipes, Vanhoozier, Wade. NAYS: None.

PUBLIC HEARING REQUEST(S) – Town Manager Terpenney presented the following request(s) and recommended setting the Public Hearing(s) as indicated:

August 3, 2010

1. Conditional Use Permit request for a commercial garage in the B-3 General Business District, 1020 Radford St.
2. CDBG Consolidated Plan and Annual Action Plan.
3. Rezoning request for the southern side of Radford Street, A Agricultural to R-1 Single-Family Residential.

On motion by Councilman Barber, seconded by Councilwoman Carter, Council voted to set the Public Hearing(s) as indicated. Council voted on the motion as follows: AYES: Barber, Carter, Showalter, Stipes, Vanhoozier, Wade. NAYS: None.

TOWN MANAGER TERPENNEY reported that a press release will be issued on July 7, 2010 announcing that the Grand Opening of the Christiansburg Aquatic Center is scheduled for July 18, 2010 at 2:00 P.M. Council members will receive an invitation via U.S.P.S.

ADJOURN:

There being no further business to bring before Council the meeting was adjourned at 10:35 P.M.

Michele M. Stipes, Clerk of Council

Richard G. Ballengee, Mayor