

Salary approx \$60,000

AGREEMENT

AGREEMENT, dated August 1, 2004 by and between:

VILLAGE OF MONTICELLO, a municipal corporation, with its offices at 2 Pleasant Street, Monticello, New York 12701, hereinafter referred to as the "VILLAGE," and

RICHARD M. SUSH, residing at 998 Old Liberty Road, Monticello, New York 12701, hereinafter referred to as "SUSH."

WHEREAS, the Board of Trustees (Board) of the Village of Monticello (Village) desires to renew the contract of SUSH as the Village Manager of the Village of Monticello pursuant to §371 of the Village Law in effect prior to 1973, and

WHEREAS, the parties wish to provide for the terms and conditions of employment for the term of service by Sush to the Village of Monticello as Manager, which term shall be a three year term commencing as of August 1, 2004.

The parties agree as follows:

1. The Village does hereby renew the contract of Sush as the Village Manager of the Village for a term to commence August 1, 2004 and to expire on July 31, 2007. Sush agrees to work for the Village in accordance with the terms of this agreement.
2. The Village Manager is the chief administrative and chief executive officer of the Village accordance with Article 15-A of the New York State Village Law in effect prior to 1973 at the time of the adoption of the Village Manager form of government by the Village.
3. The duties of the Village Manager to be performed by Sush include those set forth in Article 15-A of the prior Village have and shall also include but shall not be limited to

the following: attendance at all meetings of the Board; attendance at meetings of such other boards and agencies of the Village as may be appropriate and necessary where his presence is required; conferences with the Mayor of the Village and members of the board of trustees; supervision of all departments and agencies of the Village; supervision, hiring, discharge and discipline of all paid and unpaid employees of the Village other than those employees and officers of the Village who are directly responsible to the Board; appointment of all officials, boards and employees who are subject to appointment by the Village Manager; implementation of all policies of the Board of the Village; advising and consulting with the Mayor and Board on all matters affecting the Village; Zoning Officer of the Village; Labor Contract negotiation and performing all other duties as required by law or the direction of the Board.

4. The Manager is to be generally available at the Village Hall, Monday through Friday, while the Village Hall is open, except at times when he is absent on Village business, holidays, vacations or illness. The Manager shall have the right to schedule his day as is appropriate for the conduct of his duties.
5.
 - a. Effective August 1, 2004, Sush will receive a 3% salary increase. The Manager is not entitled to overtime or "comp" time for his services. In each subsequent year of this agreement, the Village Manager shall receive an increase in compensation equal to or greater than the increase in compensation granted the employees of the village represented by AFSCME, but not less than 3%.
 - b. The Village will file with the Civil Service Commission a "Local Government Request to Employ Retired Public Employee," as per Section 211 of the NYS Retirement and Social Security Law with Sush named as Retiree.

6. Sush shall be entitled to participate in the Village health plan for his family at the cost of the Village. If Sush decides not to join the health plan, he shall be entitled to a lump sum dollar amount set forth by resolution of the Board equal to the amount other village employees receive for not participating in the Village's health plan.
7. An automobile, including gasoline and insurance, in good working order and physical condition will be provided by the Village for the use of the Village Manager for Village Business. The parties understand that Sush may use such vehicle for limited personal purposes including commutation to work. If Sush is required to use his personal vehicle for Village business he shall be reimbursed at the State rate.
8. Employment and performance goals for the Village Manager will be established in writing and by mutual agreement between the Board of Trustees and the Village Manager.
9. In lieu of Sush entering the Village's retirement system, the Village will contribute a sum not to exceed 3% of his salary in a qualified retirement account to be established by Sush.
10. SEPARATION FROM VILLAGE EMPLOYMENT
 - a. Village Manager Termination. Sush shall provide a thirty (30) day notice of his intention to resign. Upon such voluntary termination by Sush, Sush shall be entitled to all accrued vacation time as of the date of termination for the year in which such termination shall occur. Sush shall be entitled to participate at Sush's cost and expense in the Village family health insurance plan under the regulations of COBRA for the applicable COBRA period following the date of retirement.

All other benefits shall be paid as provided in this contract on a pro-rata basis to the date of retirement.

- b. Village Termination Without Cause. If the Board of Trustees may terminate the service of the Village Manager on 30 days prior written notice "at the pleasure" of the Village Board without cause during the term of this contract. If so terminated during the term of this agreement the Village shall be obligated to and shall pay to the Village Manager biweekly at the salary rate of the Village Manager at the time of termination, six months salary. He shall receive payment for all unused and accrued vacation days and all other benefits provided by this contract including health insurance up to the date of termination.
- c. Termination for Cause. If the Village Manager shall be terminated for cause, he may be suspended with pay until the determination of the Village Board after a hearing by a hearing officer who shall make a report and recommendation to the Village Board. The Village Board may within 10 days after the receipt of such recommendation, either implement, modify or reject the recommendation of the hearing officer. The Village Manager may be represented by counsel at any such hearing and have the right to call witnesses on his behalf. If so terminated, the Village Manager shall be entitled to payment for any accrued vacation and personal time and to participate in the Village's health insurance plan for a period permitted by COBRA following the termination of employment at the Village Manager's expense. For the purposes of this paragraph, the grounds for determining the definition of cause, and the procedure for termination shall be as provided in section 75 of the Civil Service Law.

11. LEAVES

- a. Vacation. The manager is entitled to 25 days paid vacation annually accrued in total on his anniversary date (February 5). The Board may, upon the Manager's request, adopt a Local Law authorizing payment to the Manager in lieu of taking any accrued vacations. Vacation days are to be used in each designated year and are not cumulative. The Board may, at its discretion, allow unused vacations days to be carried over into the next calendar year.
- b. Family Leave. In the event of sickness or death in the family of the Village Manager, his spouse, children, mother-in-law, aunts, brothers/sisters-in-law, the Manager shall have four (4) days of paid leave to make adjustments, arrange for medical services or attend funeral services.
- c. Personal Leave. The Village Manager shall be entitled to five (5) personal leave days each year accrued in total on his anniversary date (February 5), non-accumulative, to be used whenever needed. Such leave shall be granted without loss of pay, and shall not be deducted from vacation accruals or any sequence. Any personal leave days not used shall be applied to sick leave credits at the end of the calendar year.
- d. Sick Leave. The Village Manager shall earn fourteen (14) sick days per year accrued in total on his anniversary date (February 5) to be used solely in the case of sickness or illness. Unused sick leave shall accrue from year to year for purposes of use as sick days only and if not eventually used as sick days shall not be capable of being surrendered for payment or otherwise.

- 12. After ten (10) years of service to the Village, the Village Manager shall be entitled, upon