

AGREEMENT

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AGREEMENT, dated as September ~~18~~ 2008 by and between:

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

JOHN BARBARITE, residing at 19 Cottage Street, Monticello, New York 12701, hereinafter referred to as "BARBARITE".

WHEREAS, the Board of Trustees (Board) of the Village of Monticello (Village) has appointed BARBARITE as the Village Manager of the Village of Monticello pursuant to §371 of the Village Law in effect prior to 1973 on April 6, 2008

WHEREAS, the parties wish to provide for the terms and conditions of employment for the term of service by BARBARITE as the Village of Monticello as Manager, which terms shall be a four year term commencing as of April 6, 2008.

The parties agree as follows:

- 1 The Village does hereby hire BARBARITE as the Village Manager of the Village for a term to commence April 6, 2008 and to expire on April 2, 2012. BARBARITE 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 in 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 BARBARITE 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 negotiations 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. Beginning on August 1, 2008 BARBARITE will be paid based upon an annual salary of \$72,450.00 per year in twenty-six (26) equal pay periods. The Manager is not entitled to overtime or "comp" time for his services. BARBARITE shall be entitled to a salary review and employment evaluation after twelve (12) months and every twelve (12) months thereafter.

6. BARBARITE shall be entitled to participate in the Village health plan for his family at the cost of the Village. If BARBARITE decides not to join the health plan, he shall be entitled to a lump sum dollar amount set forth by resolution of the Board not to exceed One thousand dollars (\$1,000.00).

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, so long as a vehicle is available for such purposes. If BARBARITE uses his personal vehicle for Village business he shall be reimbursed 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. SEPARATION FROM VILLAGE EMPLOYMENT

a. Village Manager Termination. BARBARITE shall provide a thirty (30) day notice of his intention to resign. Upon such voluntary termination by BARBARITE, BARBARITE shall be entitled to all accrued vacation time as of the date of termination for the year in which such termination shall occur. BARBARITE shall be entitled to participate at BARBARITE's cost and expense in the Village family health insurance plan under the regulations of COBRA 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. 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 first two years of this agreement the Village shall be obligated to and shall pay to the Village Manager bi-weekly, at the salary rate of the Village Manager at the time of termination, one years 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. If so terminated during year three of this agreement, the payment shall be nine months salary and if terminated during the balance of this agreement, the payment shall be six months salary payable as set forth above except if less than six months shall remain on the term of this agreement, BARBARITE shall receive a sum equal to 50% of the balance of his salary left in his term plus any benefits due to date.

c. Termination for Cause. If the Village Manager shall be terminated for cause, he may be suspended with pay until the final 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 ten (10) days after the receipt of such recommendation, either implement, modify or reject the recommendation of the hearing officer. Upon implementation of such termination, BARBARITE shall no longer be entitled to any salary. 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.

10. LEAVES

a. Vacation. The Manager is entitled to 15 days paid vacation annually for the first year, 20 days vacation for the 2nd year and 25 days per year thereafter. 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 vacation 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, parents, children, siblings, grandparents, father/mother-in-law, brothers/sisters-in-law, the Manger shall have four (4) days of paid leave to make adjustments, arrange for medical services or attend funeral services.

c. Personal Leave. The Village Manger shall be entitled to five (5) personal leave days each year, 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 at the beginning of the contract year, 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. However, no more than fifty (50) sick days may be totally accumulated.

11. After ten (10) years of service of the Village, the Village Manager shall be entitled, upon retirement, to family plan health insurance at the cost of the Village.

12. All prior understanding and agreements between the parties are merged into this Agreement. This agreement completely expresses their full Agreement.

13. This Agreement may not be changed or canceled except in writing. This Agreement binds the respective heirs, assignees and successors of the parties.

14. This Agreement has been authorized by a Resolution of the Board on September _____
2008

The parties have signed this agreement.

VILLAGE OF MONTICELLO

Mayor, Village of Monticello

By: _____

Mayor, Village of Monticello

JOHN BARBARITE

RESOLUTION AUTHORIZING THE MAYOR TO SIGN A CONTRACT WITH VILLAGE
MANAGER JOHN BARBARITE EFFECTIVE IMMEDIATELY

WHEREAS, the Village Board has voted to hire a new Village Manager, John Barbarite, commencing April 7, 2008; and,

WHEREAS, the Board of Trustees of the Village of Monticello desires to enter into a contract with the Village Manager for his tenure in the position; and,

WHEREAS, the Village Manager has been working in that position without a contract.

NOW, THEREFORE BE IT RESOLVED, that the Board of Trustees of the Village of Monticello, does hereby authorize the Mayor, on behalf of the Village of Monticello, to sign a contract with John Barbarite, the Village Manager, effective immediately.