

MEMORANDUM OF UNDERSTANDING

Agreement dated as of October , 1994 by and between

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

WILLIAM F. CUMMINGS, residing at RD 10 Box 917, Middletown, New York 10940, herein after referred to as "Manager or Village Manager."

Whereas the parties wish to memorialize their understanding with respect to their respective duties and obligations for the employment by Village of the Manager,

Now, in consideration of the covenants contained herein the parties agree as follows:

1. Manager is engaged and employed by the Village as its Village Manager for a term defined as being at the pleasure of the Board of Trustees of the Village of Monticello commencing with the date above stated.
2. It is understood that the Village Manager is the chief administrative/executive officer of the village in accordance with Article 15-A of the New York State Village Law in effect at the time of the adoption of the Village Manager form of government by the Village of Monticello, and granted exclusive authority pursuant to Section 201.12 of the New York State Civil Service Law and other applicable statutes. Inclusive within these duties is the fostering and active encouragement of economic development within the Village.
3. There are no established hours for the services of the Manager, it being understood that as the chief executive officer of the Village he must be available 24 hours per day. The Manager shall have the right to schedule his day as is appropriate for the conduct of his duties. He will be generally available during routine business hours, by appointment, but will attempt to accommodate those without appointments as may be practicable. The Manager is not entitled to overtime or "comp" time for his services.
4. The Manager will be paid a sum of \$47,000. He will be entitled to a minimum of an increase each year equal to that of the highest paid employee. The Village shall supply and maintain an automobile for the Manager's use in the performance of his official duties. The Manager shall have the reasonable use of the vehicle for personal use and shall comply with the federal and state income tax reporting requirements regarding such use. Manager shall be entitled to reimbursement of expenses reasonably incurred in the performance of his duties.

EXHIBIT B

5. The Manager shall obtain and throughout his employment as Manager maintain a residence within the Village.
6. The Manager must provide 30 day notice of his resignation.
7. If the Village terminates the Manager the Village will pay the Manager a severance pay equal to one-sixth of the annual salary.
8. Manager is entitled to 4 weeks paid vacation in the first year of the contract. The second year the Manager shall be entitled to 5 week, and the third and subsequent years 6 weeks of paid vacation. Vacation time shall not be permitted to accrue to more than (6) six weeks.
9. The Manager is entitled to holiday pay for all designated Village holidays in the same manner as all other Village department heads.
10. The Manager has disclosed he has an ownership and management interest in a minor league baseball team (Newburgh Baseball Inc.) presently situate in Newburgh, NY and also a private business (Cummings International). These activities may not interfere with his responsibilities and duties to the Village. It is understood there will be times that the Manager will be involved in these private ventures during the normal business day.
11. This agreement has been authorized by a resolution adopted by the Village Board on \_\_\_\_\_.

Dated: March , 1995

Village of Monticello

By: \_\_\_\_\_

\_\_\_\_\_  
William F. Cummings