

This Agreement is entered into on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ between the VILLAGE OF MAMARONECK (hereinafter "Village"), acting by and through its Board of Trustees, and Kathleen Gill (hereinafter "Village Manager").

The Board of Trustees of the Village hired the Village Manager to serve as Village Manager and Chief Executive Officer of the Village and the Village Manager agrees to serve as Village Manager and Chief Executive Officer of the Village upon the following terms and conditions:

1. Duties. The Village Manager will faithfully exercise all of the powers and perform all of the duties of the office of Village Manager, as set forth in Village Code § 76-1(A) *et al.* and all other applicable laws. Specifically, and unless the applicable laws and ordinances are to the contrary, the Village Manager will, in a manner consistent with all applicable laws and the policies established by the Board of Trustees:
  - a. attend all meetings of the Board of Trustees, both public and closed, unless otherwise directed by the Board of Trustees;
  - b. appoint on behalf of the Village all other employees of the Village, other than elected officials, the Village Attorney, the Village Clerk, the Village Treasurer, Land Use Counsel, the officers and members of the Police Department;
  - c. direct, assign, reassign, evaluate, discipline and terminate, in accordance with applicable law, all of the Village's Employees and others subject to the Village Manager's power of appointment, except as either excluded herein or as directed by the Board of Trustees;
  - d. organize, reorganize and arrange the Village's staff;
  - e. develop and establish internal rules, regulations and procedures necessary for the efficient and effective operation of the Village;
  - f. propose and manage an annual budget within parameters set by the Board, for approval by the Board; and
  - g. perform all of the other duties customarily performed by the chief executive officer of an organization comparable to the Village.
  
2. At-Will Employment. The term of employment ("Term") of the Village Manager began on December 9, 2024. Your employment is at-will and will continue until terminated by you or the Village for any reason, or no reason, with or without cause. This Agreement is not intended to and shall not be construed as creating a contract guaranteeing employment for any specified duration and to the extent anything in this Agreement is inconsistent, this section will govern.

3. Compensation and Benefits. The position of Village Manager is a salaried position, subject to typical withholdings, which will be divided and paid in two-week increment amounts. The parties shall meet annually, at the request of the Village Manager, to determine if there shall be an adjustment to the Village Manager's compensation.
4. Health Insurance. Upon the Village Manager's request, the Village will provide the Village Manager: health, hospitalization, surgical, vision, dental, optical, and comprehensive medical insurance for the Village Manager and the Village Manager's family, in accordance with the same terms, provided to any new full-time Employee of the Village. Such benefit shall be provided throughout the term of this Agreement based on the same benefit and cost provided to other non-union full-time employees of the Village.

Alternatively, the Village offers a benefit stipend to all benefit-eligible employees in lieu of electing health benefits (medical, dental and vision) coverage. If the Village Manager elects to waive enrollment in the Village's medical, dental, and vision group insurance, the Village Manager will receive a benefit stipend consistent with Village policy. The Benefits Stipend is included in your taxable wages as reported to the IRS on your W-2 and all applicable payroll taxes will be withheld. To enroll in the Benefit Stipend Program in-lieu of group health insurance benefits (medical, dental, and vision), the Village Manager must acknowledge and comply with the following:

- a. The Village Manager understands she is ineligible to purchase health insurance from the Marketplace because the Village offers medical coverage that meets the Patient Protection and Affordable Care Act.
  - b. The Village Manager elects to waive the group medical, benefits (for annual tracking and reporting of Form 1095C (Employer-Provided Health Insurance Offer and Coverage) to the Internal Revenue Service in compliance with the Affordable Care Act.)
5. Vacation Time. The Village Manager will be entitled to twenty (20) days of vacation per year, fronted at the beginning of the year in the same manner as other employees. The maximum amount of vacation time the Village Manager can maintain at any one time is twenty-five (25) days. Accrued but unused vacation time will be paid at separation.

6. Sick Time. The Village Manager shall accrue and may use sick at a rate of 1 hour of paid sick time for every thirty (30) hours worked, up to a maximum accrual of fifty-six (56) hours each calendar year. The Village Manager may carry over accrued, unused paid sick leave to the following calendar year, but the maximum amount of sick time the Village Manager can maintain at any one time is one hundred and twelve (112) hours. Accrued but unused paid sick time will be paid at separation.
7. Personal Time / Holidays. The Village Manager shall be entitled to personal leave and holidays upon the same terms as other non-union Village employees.
8. Retirement. The Village will enroll the Village Manager in the applicable state or local retirement system and will make all appropriate contributions on the Village Manager's behalf.
9. Professional Expenses. The Village will budget up to \$5,000 per year, subject to state and local ethics laws and purchasing policies, for the Village Manager's:
  - a. membership in professional organizations, including the International City Managers' Association (ICMA), New York State County/City Management Association (NYSCCMA), New York State Bar Association ("NYSBA") and/or other related associations;
  - b. travel to and attend annual meetings of the professional organizations of which the Manager is a member and travel to and attendance at courses, seminars and institutes necessary for the Manager's professional development;
  - c. meals where the business of the Village is discussed or conducted and participation in social events of various organizations when representing the organization, as budgeted; and
  - d. membership in local civic organizations.
10. Hours of Work. The Village recognizes the Village Manager must devote a great deal of time outside of normal office hours on business for the Village and, to that end, the Village Manager shall be allowed to establish a work schedule appropriate to the needs of the Village.
11. Performance Evaluation. The Village will review the Village Manager's performance annually within 60 days prior to the Village Manager's anniversary of the date of hire. The evaluation will be conducted by whatever process and in whatever form determined by the Board of Trustees.

12. Hold Harmless. The Village Manager is presumed to be available for twenty-four (24) hours a day, seven (7) days a week. Any duty-related action taken by the Village Manager acting in their role as Village Manager during and after office hours shall be considered an official action, and the Village Manager shall have all rights to benefits as though the Village Manager was on duty.

In the event that the Village Manager is the subject of a civil or criminal claim arising out of an incident within the scope of the Village Manager's employment with the Village, the Village will defend and indemnify the Village Manager pursuant to the New York State Public Officers Law Section 18, provided such action occurred during the term of this Agreement regardless of the date the legal action began. The Village Manager must cooperate in the defense of any investigation, claim, action, suit or proceeding that falls within the Village's obligations under this section.

13. Ethical commitments. The Village Manager will, at all times, uphold the tenets of the ICMA Code of Ethics. This includes but is not limited to the Village Manager not endorsing, contributing to or signing or circulating petitions for candidates for public office, participating in fundraising for individuals seeking or holding elected office, nor seeking or accepting any personal enrichment or profit derived from confidential information or misuse of public time. The Board of Trustees will not request the Village Manager to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fundraising activity for any individual seeking or holding political office, nor to handle any personnel matter on a basis other than fairness, impartiality or merit.

14. Bonding. If the Village requires the Village Manager to obtain a fidelity or other bond, the Village will pay all costs associated with the bond.

15. Termination of Employment. Notwithstanding anything in this Agreement to the contrary, the term of this agreement may be terminated as follows:

- a. The Village Manager may resign at any time and agrees to give the Village at least thirty (30) days advance notice of the effective date of the Village Manager's resignation, unless the Parties agree otherwise in writing.
- b. As set forth in Section 2, above, the Village Board of Trustees may remove the Village Manager at any time, either with or without cause, and with or without notice, by a majority vote of its members, except as otherwise provided by law or any ordinance applicable to the Village.
- c. Upon resignation or termination of employment, the Village Manager shall be entitled to the compensation accrued, as per the benefits set forth in this

Agreement, up to the Village Manager's date of separation from employment, and such additional benefits as may be mutually agreed to in writing by the Parties.

16. Severance. If the Village Manager's employment hereunder is terminated by the Village other than "For Cause," the Village Manager shall be entitled to an amount equal to six (6) months' pay.

The Village Manager's employment will be considered to have been terminated "For Cause" under this Section if the Village Board of Trustees determine the Village Manager, at any time, engaged in a "For Cause" act, which shall be an act that is material or substantial, as defined as follows:

- a. To the extent termination of employment is permitted by applicable law, the Village Manager's indictment, conviction or entering a plea of no contest to a crime (excluding minor traffic violations) related to the Village Manager's employment and/or which may affect the Village's reputation, including, but not limited to, incidences involving moral turpitude, or fraud, misappropriation, embezzlement, breach of a fiduciary duty or the like, as determined by the Village Board of Trustees; or
  - b. The Village Manager has been found by the Village to have misappropriated any of the Village's funds, properties or confidential information, subjected a current or prospective employee to harassment or discrimination on the basis of any category protected under federal, state or local laws, rules, regulations, ordinances or Village policies, or engaged in any other act deemed by the Village Board of Trustees to constitute unprofessional behavior or conduct injurious to the reputation or business of the Village; or
  - c. The Village Manager's continued poor job performance after the Village Manager has received written notice from or on behalf of the Village Board of Trustees of the Village Manager's performance deficiencies; or
  - d. The Village Manager's refusal or failure to cooperate with any Village investigation or with any law enforcement, governmental, or regulatory authority investigation; or
  - e. The Village Manager's breach of any of the duties and obligations set forth in this Agreement or any other acts of willful misconduct.
17. Secondary Employment. The Village Manager shall not engage in any form of secondary employment outside of her work for the Village without preapproval from the Board of Trustees.

18. Continuation of Agreement. This Agreement shall continue in full force and effect until such time as a new contract is agreed upon and executed, or upon notice of termination by either party consistent with the terms herein.

19. Construction. In the event any part of this Agreement is found to be void or unenforceable, the remaining provisions of this Agreement shall nevertheless continue to be binding and with the same force and effect as though the void or unenforceable provision or provisions were deleted.

All words used in this agreement are intended to be construed, in all cases, according to their fair meaning, and not for or against either party. The parties acknowledge that they have each reviewed this agreement and that rules of construction to the effect that any ambiguities are to be resolved against the drafting party will not be applied in interpreting this agreement.

20. Governing Law. This agreement shall be governed and enforced according to the laws of the State of New York without reference to its conflicts of laws principles.

21. No assignment. This agreement may not be assigned or assumed.

22. Amendment. This agreement may be amended only by a writing signed by or on behalf of each of the parties.

23. Arbitration Clause /Dispute Procedure. In the event that there is a dispute between the parties regarding the interpretation or rights and obligations under the terms of this Agreement, and/or any issue of discipline regarding the Village Manager's actions while employed by the Village, the parties agree to submit said disputes to binding arbitration consistent with the rules of the American Arbitration Association. The term dispute and/or disciplinary action is defined as a complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of employment pursuant to this Agreement, and further defined by any disciplinary action taken against the Village Manager either by formal or informal manner, including but not limited to decisions to terminate employment of the Village Manager. This provision replaces the disciplinary procedure under Civil Service Law Sections 75 and 76 which the parties agree to opt out of.

With respect to the parties' agreement to submit disputes to the arbitration process, the parties agree that they shall utilize the services of the voluntary labor arbitration

rules of the American Arbitration Association and seek the appointment of an arbitrator pursuant to the American Arbitration Association rules.

The Arbitration Process

- a. The Arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the provisions of this Agreement.
- b. Only one (1) issue will be submitted in each arbitration case unless the parties agree otherwise.
- c. The cost for the services of the arbitrator and arbitration services (AAA's costs) shall be borne by the Village. Any other expenses, including, but not limited to the presentation of witnesses, attorneys' fees, etc., shall be paid by the party incurring the same.
- d. The decision of the arbitrator shall be in writing with reason therefore and shall be final and binding on both parties.

In Witness Thereof, the parties have executed this agreement.

On the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,

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

Kathleen Gill

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

Sharon Torres, Mayor  
Representing the Village of Mamaroneck

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

Nora Lucas, Deputy Mayor & Trustee  
Representing the Village of Mamaroneck

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

Maria DeRose, Trustee  
Representing the Village of Mamaroneck

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

Dan Kushnick, Trustee  
Representing the Village of Mamaroneck

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

Ellen Silver, Trustee  
Representing the Village of Mamaroneck

Pursuant to resolution of the Village of Mamaroneck,  
adopted on the \_\_\_\_ day of \_\_\_\_\_ .