

**VILLAGE OF BUCHANAN
RESOLUTION
AUTHORIZING EXECUTION OF AMENDMENT TO EMPLOYMENT
AGREEMENT WITH VILLAGE ADMINISTRATOR**

Introduced by: _____
Seconded by: _____
Dated: _____

WHEREAS, the Village of Buchanan, by Local Law No. 3 of 1987 established the position of Village Administrator; and

WHEREAS, the Board of Trustees passed a Resolution, dated December 7, 2009, appointing Kevin Hay as Village Administrator and Village Clerk/Treasurer for a total annual salary of \$75,000.00; and

WHEREAS, the Board of Trustees passed a Resolution dated February 11, 2010 authorizing the Mayor to execute an Employment Agreement with said Kevin Hay; and

WHEREAS, the Board of Trustees now desires to amend certain terms of said Employment Agreement.

NOW BE IT THEREFORE RESOLVED that the Mayor is hereby authorized to execute the document entitled First Amendment to Employment Agreement, which document has been reviewed by the Board of Trustees and is attached hereto.

Upon Roll Call Vote:

Mayor Sean Murray _____

Trustee Richard Funchion _____

Trustee Duane Jackson _____

Trustee Theresa Knickerbocker _____

Trustee Nicolas Zachary _____

Vote: Resolution carried by a vote of ____ to ____.

STATE OF NEW YORK)
COUNTY OF WESTCHESTER)

I, KEVIN HAY, Village Administrator of the Village of Buchanan, do hereby certify that the above is a true and exact copy of a Resolution adopted by the Village Board of the Village of Buchanan at a meeting of said Board held June 4, 2012.

KEVIN HAY - ADMINISTRATOR

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT, (this "Amendment") is made and entered into effective June 1, 2012 ("Amendment Date") by and between the Village of Buchanan, a municipal corporation, having an address at 236 Tate Avenue, Buchanan, New York 10511 ("Employer" or "The Village"), and Kevin Hay, having an address at 3400 Beverly Street , Mohegan Lake, NY ("Employee").

RECITALS:

A. The Employer and the Employee are parties to a certain Employment Agreement dated February 11, 2010 (the "Employment Agreement"), which sets forth the terms of the Employee's employment as Village Administrator and Clerk/Treasurer for the Village of Buchanan.

B. The Employer and the Employee desire to amend the Employment Agreement to extend the term of the Employee's employment, and to modify certain other provisions of the Employment Agreement, as described in this Amendment.

In consideration of the mutual promises, covenants and agreements herein contained, intending to be legally bound, the parties agree as follows:

1. Amendment to Article 2, Section 2.01 of the Employment Agreement is hereby amended and restated in its entirety to read as follows:

2.01 Term of Employment. Employer and Employee are entering into this Agreement for a fixed period. The new Term of this employment shall be for a period of five (5) years, commencing on June 1, 2012, and shall end on May 31, 2017, unless the employment of Employee is otherwise terminated or extended pursuant to the provisions of this Agreement or pursuant to Local Law No. 3 of 1987, with regard to §51-6 of said law. Prior to the expiration of the term of this Agreement the parties shall endeavor to negotiate an extension of the term of this Agreement. In the event that mutually agreeable terms cannot be reached by the parties, this Agreement shall terminate as herein above provided.

2. Amendment to Article 3, Section 3.01 of the Employment Agreement is hereby amended and restated in its entirety to read as follows:

3.01 Salary. Employer shall pay to Employee, for services rendered, a salary at the rate of \$ 84,991.00 per annum, said salary being comprised of \$ 78,991.00 per annum for the position of Village Administrator, and \$6,000.00 per annum for the position of Village Clerk/Treasurer. In the second and third year following the commencement of this Amendment, the Employee's salary shall be increased at the rate of five (5%) percent per annum. In the fourth and fifth year following the commencement of this Amendment, the Employee's salary

shall be increased at the rate of three (3%) percent per annum. Any further increases in Employee's salary shall be in the sole discretion of Employer.

4. Effect of Amendment. Except as specifically amended by this Amendment, the Employment Agreement remains in full force and effect according to its terms. Except as specifically provided in this Amendment, nothing contained in this Amendment is intended to affect the parties' existing or continuing rights or obligations under the Employment Agreement, as modified hereby.

5. Governing Law. This Amendment will be governed by and construed in accordance with the laws of the State of New York.

6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement the date first above written.

VILLAGE OF BUCHANAN

By _____
Sean Murray, Mayor

Kevin Hay, Village Administrator

Acknowledgment for Village of Buchanan:

STATE OF NEW YORK, COUNTY OF _____, ss.

On the _____ day of _____, 2012, before me, the undersigned notary public, personally appeared Sean Murray, Mayor of the Village of Buchanan, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public
My commission expires on _____

STATE OF NEW YORK, COUNTY OF _____, ss.

On the _____ day of _____, 2012, before me, the undersigned notary public, personally appeared Kevin Hay, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public
My commission expires on _____