

CONSULTING AGREEMENT
between the
Village of Croton-on-Hudson
and
Daniel O'Connor

WHEREAS, Daniel O'Connor ("Mr. O'Connor" and/or "the Consultant") is currently employed by the Village of Croton-on-Hudson ("Village") as the Village Engineer; and

WHEREAS, Mr. O'Connor has served as the Village Engineer for approximately 23 years and has submitted a letter of resignation for purposes of retirement to be effective on or about September 26, 2025; and

WHEREAS, despite Mr. O'Connor's resignation, and because of his unique institutional knowledge of the Village's practices, for purposes of ensuring a smooth transition with regard to the operation of the Village Engineering Department, the Village has requested that he remain available as a consultant and that he assist the Village as outlined herein;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the Village and Mr. O'Connor hereby agree as follows as and for a Consulting Agreement:

1. The Consultant agrees that in return for the promises and benefits set forth herein, he shall assist in the transition of his duties to any individual chosen by the Village to be his successor in the position of the Village Engineer and/or Building Inspector and that he will work cooperatively with all Village personnel through the effective date of his resignation and until the expiration of this Agreement on May 31, 2026.

2. From October 1, 2025 through May 31, 2026, the Consultant shall be available to the Village on an as needed basis for up to ten (10) hours per month at a consulting rate of \$1,000.00 per month. If more than ten (10) hours are needed in any given month, and such additional hours are authorized in advance by the Village Manager, the Consultant shall be paid at the hourly rate of \$100/hour, pro-rated in increments of 15-minutes. Payment for such consulting services shall be made on a monthly basis in accordance with the Village's regular vendor pay cycle.

3. In return for the payments described in paragraph 2, effective October 1, 2025 through May 31, 2026, the Consultant agrees to cooperate with and make himself available to the Village on reasonable notice to respond by phone, email or video call (e.g., Zoom) to requests by the Village for information and/or to provide assistance concerning matters related to the work of the Village Engineering Department. Consultant shall also make himself available on reasonable notice to attend virtual meetings.

4. In the performance of services pursuant to this Agreement, the Consultant shall be an independent contractor of the Village, is free to work for other clients, and shall not be deemed to be in an employee or agency relationship with the Village. During the consulting period, the Consultant shall not act as an agent, or be an agent, of the Village. In addition, in accordance with such status as an independent contractor, the Consultant covenants and agrees that during the consulting period he will not hold himself out as, nor claim to be an officer or

employee of the Village, or of any department, agency or unit thereof by reason hereof, and that he will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Village including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

5. It is agreed by the Consultant and the Village that neither federal, state or local income taxes nor payroll taxes of any kind, including but not limited to FICA or FUTA, will be withheld or paid by the Village on behalf of the Consultant related to the performance of his consulting services under this Agreement. Said payments are to be made solely by the Consultant in compliance with all federal, state and local laws, rules and regulations. The Consultant agrees to pay all applicable taxes and/or any other payments that may be required under applicable laws, rules or regulations of any governmental agency having jurisdiction over him and/or his consulting relationship with the Village. The Consultant further agrees to indemnify and hold the Village harmless against any claim, cost, penalty, damage or expense (including reasonable attorneys' fees) related to either parties' nonpayment and/or underpayment of any such taxes or payments. The Consultant's obligations under this paragraph shall survive the termination or expiration of this Agreement.

6. Consistent with his status as an independent contractor, the Consultant agrees that he shall be responsible for payment of his own business expenses as are reasonably and customarily incurred by consultants, including but not limited to copying, internet, telephone and other related expenses. In addition, the Consultant shall be solely responsible for any and all travel costs associated with the performance of his services pursuant to this Agreement. If the Consultant is requested by the Village to be physically present in the Village's offices, the Village shall provide the Consultant access to such office equipment as is necessary to enable him to provide his services to the Village while he is so present.

7. Except as otherwise provided by law, in the event that the Consultant is subpoenaed in connection with any litigation, proceeding or investigation involving the Village, the Consultant agrees to promptly notify the Village Manager in writing before taking any action or making any decision in connection with such subpoena so as to permit the Village an opportunity to respond. The provisions of this paragraph have no expiration date.

8. The Consultant represents and certifies by execution of this Agreement that he has had a full and fair opportunity to consult with his chosen attorney before signing this Consulting Agreement, and that he has read it carefully and fully understands its contents. He also represents and certifies that neither the Village, nor any of its board members, officers, agents, employees, representatives or attorneys made any representations concerning the terms and conditions of this Agreement other than those contained herein.

9. The Consultant specifically acknowledges, agrees and affirms that neither the Village nor any of their agents, employees, board members, or attorneys have made any representations, guarantees or commitments regarding the treatment that the New York State Retirement System, the New York State Tax Department, the Internal Revenue Service or any other government agency may provide with regard to any salary, service credit, payments or other benefits set forth in this Agreement.

10. The Village shall have no obligations to the Consultant other than as set forth in this Agreement. This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior agreements, contracts, memoranda, correspondence, conversations, discussions and/or negotiations held/or which have taken place between the parties.

11. Both the Village and the Consultant may terminate this Agreement with or without cause and/or for any reason on ten (10) business days' written notice to the other party.

12. The Consultant understands that if he breaches any of the provisions of this Agreement, then, to the extent permitted by law, the Village may terminate the Agreement, cease payments and/or benefits, and pursue appropriate remedies for the breach including an injunction, provided however, that no declaration of a breach by the Village shall under any circumstances limit, waive, or release the Consultant from any of the provisions set forth in this Agreement.

13. If any provision of this Agreement is held to be illegal, void or unenforceable, then such provision shall be of no force and effect, but shall not impair the legality or enforceability of any other provision of the Agreement, and the parties agree, at each other's request, to execute a new covenant that is legal and enforceable to the fullest extent permitted by law.

14. This Agreement, including this paragraph, may not be altered except by a writing signed by all parties. This Agreement may not be changed orally.

15. The language of all parts of this Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against either party, regardless of who drafted it.

16. This Agreement shall be construed and enforced in accordance with the substantive laws of the State of New York without regard to any other jurisdiction's choice of law or conflicts of law provisions. The state court located in Westchester County within the State of New York shall have the sole and exclusive jurisdiction to construe and enforce this Agreement. Any claim relating to or arising out of this Agreement shall be brought only in a court located in Westchester County, New York without resort to a jury.

17. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original, but all of which shall constitute the same instrument. A fully executed copy shall have the same force and effect as the original.

18. This Agreement shall not become binding or effective until fully executed by all parties.

Dated:

By: Daniel O'Connor

Dated:

By: Bryan Healy
Village Manager