

EMPLOYMENT AGREEMENT

THIS AGREEMENT ("Agreement") made and entered into as of May 3, 2017 (the "Effective Date"), by and between The Village of Romeoville, an Illinois Municipal Corporation (hereinafter referred to as "Village"), and Stephen J. Gulden (hereinafter referred to as "Gulden").

WITNESSETH THAT:

WHEREAS, Village appointed Gulden as its Village Manager in 2006, and has continuously employed Gulden in that capacity thereafter to and including the Effective Date;

WHEREAS, Gulden desires to continue to be employed by the Village as its Village Manager and Village desires to continue to employ Gulden as its Village Manager, all upon the terms and conditions hereinafter set forth in this Agreement; and

WHEREAS, it is in the best interest of the parties to enter into an Employment Agreement on the terms and conditions hereinafter set forth in this Agreement.

NOW, THEREFORE, the Village and Gulden, each intending to be legally bound, hereby mutually covenant and agree as follows:

1. Recitals. The foregoing recitals are incorporated herein as if fully set forth.
2. Employment and Term.

(a) Employment. Village shall employ Gulden as its Village Manager (hereinafter "Manager") and Gulden shall so serve, for the term set forth in Paragraph 1(b).

(b) Term. Except as otherwise provided herein, the term of Gulden's employment under this Agreement shall be deemed to have commenced on May 3, 2017 and shall end upon the swearing in of the members of the Corporate Authorities elected to office in 2021, subject to earlier termination as provided in Section 6.

3. Duties and Responsibilities.

(a) The duties and responsibilities of Gulden are and shall be such duties as may be assigned to him or required of him by the Village President or the Corporate Authorities of the Village in the conduct of the Village's business, and as may be set forth in the applicable ordinances and policies of the Village. Gulden recognizes that during the period of his employment hereunder, he owes an undivided duty of loyalty to the Village, and agrees to devote his entire business time and attention to the performance of said duties and responsibilities and to use his best efforts to perform his duties and responsibilities on behalf of the Village.

(b) Notwithstanding the provisions of Section 3(a) of this Agreement, and in recognition of the indirect benefit that may accrue to Village therefrom, Gulden may from time to time accept limited consulting, teaching, writing or speaking opportunities or engagements related to municipal and management issues, as well as limited athletic coaching and instructional opportunities or engagements, so long as Gulden's participation in such arrangements does not interfere with or hinder Gulden from carrying out his duties and responsibilities under this Agreement or create any conflict of interest with the Village.

4. Compensation.

(a) Regular Compensation. For services performed by Gulden for the Village beginning with the pay period commencing May 1, 2017 (payable on May 19, 2017) and through the period of employment as provided in Section 2(b) hereof, the Village shall pay Gulden a salary of One Hundred Seventy Six Thousand and No/100 Dollars (\$176,000) per Contract year, payable in substantially equal installments at the same time as Village Department Heads are paid, less usual and customary withholdings, and in accordance with the Village's regular payroll practices. This salary shall be increased by the sum of two percent (2%) annually on May 1 of

each calendar year during the term of this Agreement (except for May 1, 2021), and shall additionally be increased to reflect longevity pay increases for which Gulden may become eligible under the applicable ordinances and policies of the Village, provided, however, that in the event that the Village in any calendar year during the term of this Agreement provides all or substantially all non-union employees of the Village with an annual salary increase at a rate in excess of two percent (2%) annually, Gulden shall likewise be entitled to receive an annual salary increase at the same rate so extended to all or substantially all non-union employees of the Village.

(b) Additional One-Time Compensation. In consideration of Gulden's past service to the Village as its Village Manager, and as an inducement to Gulden to execute this Agreement and to continue to serve Village as its Village Manager, Village shall provide Gulden with an additional one-time compensation payment in an amount equal to the sum of the Village's and Gulden's IMRF contribution obligations for the years 1985 and 1986, as determined by IMRF, to enable Gulden to purchase IMRF participation credit for each of such years, provided, however, that it shall be Gulden's obligation to provide IMRF with such information as it may require in connection with the contemplated transaction. This additional one-time compensation payment shall be payable to Gulden not later than sixty (60) days from the Effective Date.

(c) Additional Periodic Compensation. In addition to his regular compensation as set forth above in Paragraph 4(a), Gulden shall also receive an additional annual salary of Ten Thousand and No/100 Dollars (\$10,000.00), which additional salary shall be payable to Gulden hereunder in equal installments at the same time as Gulden receives his compensation as set forth above in Paragraph 4(a), which additional salary shall be payable to

Gulden upon the same terms and conditions as set forth in said Paragraph 4(a), provided, however, that the Village shall only be obligated to pay the additional salary as set forth in this Paragraph 4(c) so long as Gulden uses his personal vehicle for the conduct of his Village employment related duties (and purchases the fuel for such personal vehicle) and elects not to receive a Village vehicle on a 24 hour, 7 days per week basis and access to the Village fuel pump for fueling such Village vehicle.

5. Other Benefits. In addition to the compensation described in Paragraph 4 above, Gulden shall also be entitled to the following:

(a) Ordinance/Employee Handbook Benefits. In addition to the benefits expressly provided for in this Agreement, Gulden shall also be entitled to all benefits made available to Village employees from time to time pursuant to the then-applicable ordinances of the Village or the provisions of the Village's employee handbook or personnel manual.

(b) Cell phone and computer. Gulden shall be entitled to the use of a cell phone, office computer, and laptop/tablet computer at the expense of the Village at all times during the term of this Agreement.

(c) Conference and meeting attendance. Gulden shall be entitled to attend such conferences and professional meetings from time to time as Gulden may deem reasonably necessary and appropriate to maintaining and developing his professional skills and to advancing the best interests of the Village, at the expense of the Village up to the amount budgeted therefor annually by the Village. Travel and other expenses associated with such conference and meeting attendance shall be reimbursed to Gulden consistent with then current Village ordinances and policies.

(d) IMRF Contributions. Village acknowledges that Gulden is enrolled in the Illinois Municipal Retirement Fund (“IMRF”), and that Village and Gulden during the term of this Agreement shall make such contributions toward Gulden’s IMRF benefits as may be respectively required of them by IMRF.

(e) Holidays, Vacation days, sick leave and personal time. Gulden shall be entitled to receive and accrue holidays, vacation days, sick leave and personal time in accordance with and to the extent permitted by then current Village ordinances and policies, provided, however, that in the event Village terminates Gulden’s employment, Gulden shall be compensated for vacation days, sick leave and personal time as provided for in Section 6 of this Agreement.

(f) Expense reimbursement. Reimbursement of business related expenses incurred by Gulden in the course of the performance of his duties hereunder shall be made in accordance with the then current Village ordinances and policies.

6. Termination.

(a) Gulden acknowledges that prior to the Effective Date, he has served as Village Manager on an at-will basis at the pleasure of the Corporate Authorities of the Village, and that he shall continue to serve on an at-will basis during the term of this Agreement. Subject to the provisions of this Agreement, and notwithstanding any contrary provisions of the Village Code of Ordinances or the Village Employee Handbook, Village may terminate the employment of Gulden hereunder at any time and for any reason, with or without Cause, as such term is hereinafter defined. Likewise, subject to the provisions of this Agreement, Gulden may resign from his employment with Village at any time and for any reason. As used in this Agreement, “Cause” means (i) willful misconduct or malfeasance by Gulden in connection with or during the

course of his employment, (ii) Gulden being convicted of, pleading guilty to or pleading no contest to any felony offense, or any misdemeanor offense involving moral turpitude, dishonesty or false statements or drugs or controlled substances, or (iii) Gulden's substantial and repeated failure to perform his duties under the applicable provisions of this Agreement, or under the applicable provisions of the Village Code of Ordinances or the Illinois Compiled Statutes.

(b) In the event that Gulden is terminated by the Village without cause, the Village agrees, (i) for a period of six (6) months from the date of termination, to continue paying Gulden his then-current salary as provided for herein, (ii) for a period of one (1) year from the date of termination, to continue providing Gulden with the same health insurance coverage and life insurance coverage as was provided to Gulden under this Agreement immediately prior to such termination, (iii) to pay Gulden that sum of money equal to the value of his unused vacation time, personal time and sick time accrued prior to the date of termination, and (iv) to provide to Gulden all benefits made available to Village employees from time to time pursuant to the then-applicable ordinances of the Village or the provisions of the Village's employee handbook or personnel manual (collectively, the "Termination Benefits"). The Termination Benefits will also be paid to Gulden if this contract is not renewed for any reason other than dismissal for cause. If a termination occurs without cause both parties agree not to disparage the other party in any manner. The parties acknowledge that pursuant to Chapter 31.11 of the Village Code of Ordinances, the Village may only terminate Gulden from his employment by a majority vote of the Village Board of Trustees. In the event that the Village intends to bring the question of Gulden's termination to a vote at a meeting of the Village Board of Trustees, the Village shall provide Gulden with not less than ten (10) days prior written notice of such intention. During this ten (10) day notice period prior to the consideration of Gulden's termination at a Village

Board meeting, Gulden shall have the right to submit his written resignation to the Village President, in which case Gulden will be deemed to have voluntarily resigned but shall retain all Termination Benefits as set forth in this Section 6(b). Except as specifically set forth in this Section 6(b), Gulden shall not otherwise be entitled to any payments or benefits from Village after termination, including but not limited to Village contributions toward IMRF benefits. Notwithstanding any contrary term or provision of this Agreement, Gulden's receipt of the Termination Benefits set forth in this Section 6(b) shall be subject to the execution and subsequent non-revocation by the parties of a Resignation and Severance Agreement in substantially the form attached hereto and incorporated herein as Exhibit A.

(c) In the event that Gulden is terminated by the Village for cause, Gulden shall only be entitled to receive payment for unused vacation time and personal time accrued prior to the date of termination, to all benefits made available to Village employees from time to time pursuant to the then-applicable ordinances of the Village or the provisions of the Village's employee handbook or personnel manual and any benefits to which he may be entitled under applicable State or Federal law. If Gulden resigns under threat of termination for cause the Parties agree not to disparage each other except by reference to matters which are of general public knowledge. The parties acknowledge that pursuant to Chapter 31.11 of the Village Code of Ordinances, the Village may only terminate Gulden from his employment by a majority vote of the Village Board of Trustees. In the event that the Village intends to bring the question of Gulden's termination to a vote at a meeting of the Village Board of Trustees, the Village shall provide Gulden with not less than ten (10) days prior written notice of such intention. During this ten (10) day notice period prior to the consideration of Gulden's termination at a Village Board meeting, Gulden shall have the right to submit his written resignation to the Village

President, in which case Gulden will be deemed to have voluntarily resigned, but will only be entitled to receive the payments and benefits set forth in this Section 6(c).

(d) In the event that Gulden voluntarily resigns from his employment with the Village on or before the end of the period of employment as provided in Section 2(b) hereof, Gulden shall provide the Village with thirty (30) days prior written notice, subject to the contrary written agreement of the parties. In the event of Gulden's resignation, Gulden shall only be entitled to receive payment for unused vacation time and personal time accrued prior to the date of termination, to receive all benefits made available to Village employees from time to time pursuant to the then-applicable ordinances of the Village or the provisions of the Village's employee handbook or personnel manual, and to receive any benefits to which he may be entitled under applicable State or Federal law.

(e) In the event that the Village, as of the end of the period of employment as provided in Section 2(b) hereof, has neither terminated Gulden from his employment under this Agreement or lawfully extended to Gulden a written offer to continue his employment with Village upon terms and conditions that are at least substantially equivalent to the terms and conditions contained herein, Gulden shall thereafter be entitled to voluntarily resign from his employment with the Village, but shall in such a case be entitled to receive from the Village the Termination Benefits contemplated under Section 6(b) hereof, and subject to the conditions set forth in Section 6(b) hereof, including but not limited to the execution and subsequent non-revocation by the parties of a Resignation and Severance Agreement in substantially the form attached hereto and incorporated herein as Exhibit A.

(f) Nothing contained in sub paragraphs (a) or (c) of this Section 6 shall be interpreted to waive, release or compromise Gulden's rights to pursue claims available in

consequence laws prohibiting discrimination and/or retaliation, all such rights being specifically and fully retained.

(g) Where the above provisions of this Section 6 otherwise require the payment to Gulden of any amounts of money representing the value of accrued but unused vacation time, personal time or sick time, the parties acknowledge that such accrued but unused time shall include all such time accrued by Gulden during the entire period of his employment with the Village to the Effective Date and thereafter during his continued employment with the Village, and shall not be limited to such time accrued solely during the period of Gulden's employment with the Village as its Village Manager.

7. Appropriation. The Village Board shall appropriate each fiscal year such sums as are necessary to perform the Village's obligations under this Agreement.

8. Binding Effects. This Agreement shall be binding upon and inure to the benefit of the heirs and representatives of Gulden and the successors and assigns of the Village.

9. Tax Withholding. The Village may withhold any taxes required to be withheld by federal, state, or local law with respect to any payment in cash, and/or other property made by or on behalf of the Village to or for the benefit of Gulden under this Agreement or otherwise.

10. No Assignment. Except as otherwise expressly provided herein, this Agreement is not assignable by any party and no payment to be made hereunder shall be subject to anticipation, alienation, sale, transfer, assignment, pledge, encumbrances or other charge.

11. Execution in Counterparts. This Agreement may be executed by the parties hereto in two (2) or more counterparts, each of which shall be deemed to be an original, but all such counterparts shall constitute one and the same instrument, and all signatures need not appear on any one counterpart.

12. Jurisdiction and Governing Law. Jurisdiction over disputes with regard to this Agreement shall be exclusively in the courts of the State of Illinois; venue for any such action shall be the Circuit Court of the Twelfth Judicial Circuit, Will County, Illinois and this Agreement shall be construed and interpreted in accordance with and governed by the laws of the State of Illinois.

13. Severability. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be invalid or unenforceable for any reason, such judgment shall not affect, impair or invalidate the remainder of this Agreement.

14. Waiver. The waiver of any party hereto of a breach of any provision of this Agreement by any other party shall not operate or be construed as a waiver of any subsequent breach.

15. Amendment. No change, alteration or modification hereof may be made except in writing, signed by each of the parties hereto.

16. Construction. The language used in this Agreement will be deemed to be the language chosen by Village and Gulden to express their mutual intent and no rule of strict construction shall be applied against any person. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural, and the pronouns stated in either the masculine, the feminine or the neuter gender shall include the masculine, feminine or neuter. The headings of the Sections of this Agreement are for reference purposes only and do not define or limit, and shall not be used to interpret or construe the contents of this Agreement.

17. Indemnification. Village will indemnify Gulden as required pursuant to the applicable provisions of the Local Governmental and Governmental Employees Tort Immunity

Act. This provision shall survive Gulden's termination for acts or omissions during term of his employment.

18. Entire Understanding. This Agreement constitutes the entire understanding between the parties relating to Gulden's employment hereunder and supersedes and cancels all prior written and oral understandings and agreements with respect to such matters.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day and year first above written.

VILLAGE:

GULDEN:

Village of Romeoville, an Illinois
Municipal Corporation

By: _____
Village President

Stephen J. Gulden

ATTEST:

Village Clerk

EXHIBIT A

RESIGNATION AND SEVERANCE AGREEMENT AND RELEASE OF ALL CLAIMS

This Resignation and Severance Agreement and Release of Claims (the "Agreement") is entered into between the Village of Romeoville, (the "EMPLOYER"), and Stephen J. Gulden, ("EMPLOYEE") this_____ day of _____, 20__.

PREAMBLE

WHEREAS, it is the desire of the EMPLOYER and EMPLOYEE to settle and resolve all the terms of EMPLOYEE'S separation from employment with the EMPLOYER and to fix and determine the rights of each party with regard to EMPLOYEE'S voluntary resignation from said employment, as Village Administrator, and all related matters, including but not limited to payment of severance and temporary continuation of certain benefits provided for under an Employment Agreement entered into between the parties on May 3, 2017, any disputes existing between them as of the effective date of this Agreement, any claims that could be brought by EMPLOYEE against the EMPLOYER, and/or any claims that the EMPLOYER could bring against EMPLOYEE in relation to the at-will-employment relationship between EMPLOYEE and the EMPLOYER and the termination of that relationship; and

WHEREAS, the considerations exchanged herein do not constitute and shall not be interpreted as an admission of liability or of any sort of wrongdoing on the part of EMPLOYEE or the EMPLOYER, or as any violation of any federal, state or local statute, ordinance, regulation, order or common law; and

WHEREAS, it is in the best interests of both parties to enter into this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the payment of money, and the making of mutual promises and covenants hereinafter contained, the receipt and sufficiency of which is acknowledged, the EMPLOYER and EMPLOYEE agree as follows:

1. The initial statements contained in the Preamble are incorporated into this Section 1 as if fully set forth herein and are material terms of this Agreement. EMPLOYEE and the EMPLOYER acknowledge and agree that this Agreement supersedes any and all prior agreements, representations or understandings between the parties, whether written or oral, specifically including without limitation all terms, conditions and provisions contained in a document made between EMPLOYEE and the EMPLOYER entitled "Employment Agreement" which is dated May 3, 2017, and which was approved by the Corporate Authorities of the EMPLOYER.

2. EMPLOYEE acknowledges and agrees that this Agreement constitutes his voluntary, unconditional and irrevocable resignation of his employment with the EMPLOYER, which resignation of employment shall become effective on _____, 20____ ("Resignation Date"), provided the EMPLOYER approves of this Agreement on _____, 20____. EMPLOYEE agrees to execute this Agreement and deliver it to the EMPLOYER President prior to the commencement on the _____, 20____ Village of Romeoville Board Meeting. Under the terms of this Agreement, EMPLOYEE relinquishes any and all rights to employment or re-employment with the EMPLOYER in any capacity or position.

3. EMPLOYEE'S Resignation Date shall constitute a qualifying event for purposes of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). A notification of COBRA rights is attached hereto as Exhibit 1.

4. In accordance with Section 8 of the Employment Agreement, EMPLOYEE agrees to return all building keys and all other EMPLOYER property (including but not limited to the EMPLOYER-owned automobile, if any, issued to EMPLOYEE, the car keys, etc.) in his possession, custody or control to the EMPLOYER Clerk by 5:00 p.m. on the date that he tenders this Agreement (which has been signed by him) to the EMPLOYER President, or his or her designee (the "Tender Date").

5. The EMPLOYER agrees to allow EMPLOYEE access to his former office and any storage area or filing cabinets within the EMPLOYER Village Hall which contains his

personal property or non-confidential public records on the Tender Date to collect and pack up his personal property and to identify and/or make copies of said public records. EMPLOYEE shall identify the public records that he desires copies of, and he along with the assistance of an EMPLOYER staff member shall make copies of said records. EMPLOYEE will remove his personal property from the EMPLOYER Village Hall during normal business hours or after business hours (if preferred) on the Tender Date and will obtain copies only of those public records that have been reviewed and determined by the EMPLOYER President and the EMPLOYER Attorney, in their discretion, to be non-confidential and/or nonexempt under the Freedom of Information Act (5 ILCS 140/1 *et seq.*) ("FOIA"). The EMPLOYER President and the EMPLOYER Attorney shall timely review all of the copies of such public records, prior to their release, to ensure compliance with the terms of this Agreement. EMPLOYEE shall not remove any public record (as defined under FOIA) or any other document or information that is deemed to be confidential (under any legal principle or privilege) or deemed exempt from disclosure under any of the exceptions set forth in Section 7 of FOIA, as determined by the EMPLOYER President and the EMPLOYER Attorney, in their discretion. The EMPLOYER Attorney shall be present on the Tender Date during EMPLOYEE'S removal of his personal property and copies of any non-confidential or nonexempt public records to ensure compliance with the terms of this Agreement.

6. In accordance with the Illinois Personnel Record Review Act (820 ILCS 40/1, *et seq.*) the EMPLOYER shall provide EMPLOYEE with a complete and accurate copy of his personnel file not later than the date on which the Corporate Authorities of the Employer authorize the execution of this Agreement.

7. The EMPLOYER shall provide the severance payments, accrued employee benefits and continued benefits to EMPLOYEE as provided for and in accordance with the terms of Sections 6(b) and 6(e) of the Employment Agreement. The severance payments shall be paid to EMPLOYEE on the same schedule he received payment of salary prior to the Resignation Date for the period referred to in Section 6(b) of the Employment Agreement.

8. Provided the EMPLOYER satisfied its payment of severance and employee benefit obligations hereunder, one (1) business day after the expiration of the aforementioned seven (7) calendar day revocation period for revoking this Resignation, Severance Agreement and Release of Claims, the following release shall be effective: EMPLOYEE releases and

forever discharges, for himself and his spouse, past, current or future, if any, his children living or unborn, if any, his heirs, successors, assigns, transferees, executors and representatives of any kind, the EMPLOYER, its former, current and future appointed and elected officials, officers, trustees, employees, attorneys and agents, its successors in interest, transferees and assigns, and any other person action or purporting to act in or on behalf of the EMPLOYER of and from any and all claims, grievances, demands, rights, liabilities, duties, debts, sums of money, back pay, compensation of any kind, contracts, agreements, suits, controversies, reckonings, responsibilities, accounts, promises, damages, actions and causes of action of any kind, nature or description, whether known or unknown, foreseen or unforeseen, direct or indirect, whether contract, tort or otherwise, whether legal, administrative or equitable, that EMPLOYEE has or may have against the EMPLOYER, arising or accruing at or before the time and date of payment of the lump sum severance payment and the employee benefits provided for under this Agreement and arising out of his employment with the EMPLOYER or the resignation of his employment with the EMPLOYER, including but not limited to claims under the Age Discrimination in Employment Act, as amended, the Illinois Human Rights Act, as amended, the Civil Rights Act of 1964, as amended, the Employee Retirement Income Security Act, as amended, the Americans with Disabilities Act, as amended, the Family and Medical Leave Act, as amended, the Illinois Wage Payment and Collection Act, as amended, the Constitution of the United States, as amended, the Constitution of the State of Illinois of 1970, as amended, or any other federal or State of Illinois statute, regulation or local ordinance of the common law of any state, including, without limiting the generality of the foregoing, any and all direct or indirect claims, including additional claims for costs, sanctions or attorneys' fees.

Provided EMPLOYEE has satisfied his obligations hereunder, one (1) business day after the expiration of the aforementioned seven (7) calendar day revocation period for revoking this Resignation, Severance Agreement and Release of Claims, the following release shall be effective: the EMPLOYER releases and forever discharges EMPLOYEE of and from any and all claims, debts, obligations, liabilities, causes of action of any kind, nature or description, whether known or unknown, foreseen or unforeseen, direct or indirect, whether contract, tort or otherwise, whether legal, administrative or equitable, relating to employment compensation, arising or accruing at or before the time and date of payment of the lump sum severance payment and the employee benefits provided for under this Agreement.

This release shall not apply to any claims of either party arising or accruing after the effective date of this Agreement, to any unemployment compensation claim brought by or any COBRA benefits

sought by EMPLOYEE, and shall not be construed so as to bar any actions by either party to enforce the terms of this Agreement.

9. Subject to any applicable exception set forth in FOIA, as amended, EMPLOYEE and the EMPLOYER acknowledge that this Agreement is a public record, as that term is defined under the current FOIA and, therefore, is subject to inspection and copying by the public if requested pursuant to a FOIA request.

10. EMPLOYEE agrees that his portion of the tax liability which may result from the payment of money as set forth in this Agreement rests with him alone.

11. The parties agree that this Agreement shall be admissible in evidence in any action in which the terms of this Agreement are sought to be enforced. Except in regard to any action brought to enforce the terms of this Agreement or any COBRA benefits sought by EMPLOYEE, it is expressly understood and agreed by the parties that this Agreement may be pleaded as a complete defense to, and in bar of, any claim or legal, administrative or other kind of action or proceeding brought, maintained or conducted by either party in connection with or on account of any of the matters covered by this Agreement.

12. EMPLOYEE and EMPLOYER agree that the provisions of this Agreement are severable and, if any part is found unenforceable or illegal, the remaining terms and provisions shall be valid and enforceable.

13. The language of this Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against either of the parties to this Agreement.

14. This Agreement shall be binding upon, and inure to the benefit of, EMPLOYEE, his heirs, executors, administrators, representatives, successors, transferees and assigns, and the EMPLOYER and its former, current and future elected and appointed officers, officials, trustees, employees, agents, attorneys, transferees, assigns and successors-in-interest.

15. Pursuant to the Age Discrimination in Employment Act, as amended, this Agreement shall become effective and enforceable seven (7) calendar days after it is executed by EMPLOYEE, which shall be the "effective date" of this Agreement, provided that the EMPLOYER executes this Agreement within said seven (7) calendar day period. EMPLOYEE may revoke his acceptance of this Agreement any time within the period of seven (7) calendar days following the date of his execution of this Agreement. If any of the signatories to this Agreement shall fail to execute this Agreement, or if EMPLOYEE revokes his acceptance within the aforesaid seven (7) calendar day period, the Agreement shall be null and void in its entirety.

16. EMPLOYEE acknowledges that he fully understands all of the terms, conditions, provisions and obligations of this Agreement, that he was not coerced into signing it, that he was

represented by an attorney of his own choosing during the negotiation of this Agreement, and that he executed this Agreement voluntarily and with full knowledge and understanding of the meaning and significance of its terms, conditions, provisions and obligations. **EMPLOYEE voluntarily agrees and consents to waive the twenty-one (21) day review period for this Agreement as provided for under the Age Discrimination in Employment Act, as amended.**

IN WITNESS WHEREOF, the EMPLOYER, pursuant to the authority granted by the passage of a Resolution by its Board of Trustees, has caused this Resignation and Severance Agreement and Release of all Claims to be executed by the EMPLOYER Present and attested by the Village Clerk, and the EMPLOYEE has voluntarily executed the Agreement (and his signature has been verified by a Notary Public) on the respective dates set forth below.

STEPHEN J. GULDEN

VILLAGE OF ROMEOVILLE

By: _____
Stephen J. Gulden

By: _____
Village Mayor

Date: _____

Date: _____

ATTEST:

By: _____
NOTARY PUBLIC

By: _____
VILLAGE Clerk

Date: _____

Date: _____

