

CORPORATION OF THE VILLAGE OF MERRICKVILLE-WOLFORD

BY-LAW NO. 13 - 2018

BEING a By-law to authorize the execution of a Municipal Services Agreement, between the Corporation of the Village of Merrickville-Wolford and A & B Municipal Solutions (Arie Hoogenboom) and to appoint Arie Hoogenboom as Interim Chief Administrative Officer/Clerk/Treasurer

WHEREAS by the Municipal Act, S.O. 2001, c.25 and amendments, a municipal power shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

AND WHEREAS the Municipal Act, S.O. 2001, c.25, sections 228, 229 and 286 permit a municipality to appoint a Clerk, a Chief Administrative Officer and a Treasurer, respectively;

AND WHEREAS Council deems it expedient to enter into a Municipal Services agreement to appoint the following personnel to these positions in accordance with the applicable statute;

NOW THEREFORE the Council of the Corporation of the Village of Merrickville-Wolford does enact as follows:

1. **THAT** Arie Hoogenboom be and is hereby appointed to the position of Chief Administrative Officer/Clerk/Treasurer to act in accordance with the provisions set out by the Municipal Act S.O. 2001, c.25, as amended.
2. **THAT** the Municipal Services Agreement attached hereto and marked as Schedule "A" to this By-Law is hereby approved and the Mayor is hereby authorized to execute said agreement under the Corporate Seal.
3. **THAT** By-law 08-2018, being a by-law to appoint Nigel White as Interim CAO/Treasurer, is hereby repealed.
4. **THAT** By-law 06-2018, being a by-law to appoint Sheena Earl as Interim Deputy Clerk, is hereby repealed.

READ a first and second time this 27th day of February, 2018.

READ a third and final time and passed this of 27th day of February, 2018.



David Nash
MAYOR



Christina Conklin
DEPUTY CLERK

SCHEDULE "A" TO BY-LAW # 13 - 2018

MUNICIPAL SERVICES CONTRACT

THIS AGREEMENT is made in duplicate this 27th day of February, 2018

BETWEEN:

The Village of Merrickville-Wolford
hereinafter named the "Municipality" of the first part

-and-

A & B Municipal Solutions
(Arie Hoogenboom)
hereinafter named "Hoogenboom" of the second part

WHEREAS the Council of the Municipality has established its intent to operate utilizing a CAO system of administration and has by by-law established the Office of Chief Administrative Officer/Clerk;

AND WHEREAS the Council of the Municipality intends to appoint Hoogenboom to the position of Interim Chief Administrative Officer/Clerk/Treasurer;

AND WHEREAS the holder of such Office shall have such general control and management of the administration and the government and affairs of the Municipal Corporation and perform such duties as the Council, by by-law, prescribes;

AND WHEREAS the holder of such Office shall be responsible for the efficient administration of all the Municipality's departments to the extent that he is given authority and control over them, and subject to the statutory provisions affecting the duties of other Municipal Officers and employees;

AND WHEREAS the Mayor, on behalf of the Municipality, has been authorized by by-law to execute a Municipal Services Contract with Hoogenboom;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises and other valuable consideration, the covenants and agreements, made by the one party with the other, the Municipality and Hoogenboom do covenant and agree the one with the other as follows:

Appointment and Duties:

1. The Municipality hereby appoints Hoogenboom as Interim Chief Administrative Officer/Clerk/Treasurer of the Municipality.

2. The duties, responsibilities and authority of Hoogenboom shall generally be as set forth by Council and Municipal Legislation.
3. Hoogenboom agrees to abide by the Municipality's policies and procedures. As circumstances change, the Municipality may need to alter or add to these policies and procedures.

Term:

4. Hoogenboom will hold office for a fixed term, commencing February 15, 2018 and ending May 1, 2018; subject to the provisions for renewal and termination set out below.

Conditions of Employment:

5. The Municipality shall pay Hoogenboom \$75.00 per hour plus any applicable H.S.T. Hoogenboom shall not be entitled to receive overtime; however, he shall be given the opportunity to arrange his schedule in order to ensure maximum coverage for after-hour meetings and work commitments.
6. Hoogenboom agrees that he shall submit a timesheet indicating his hours of work for approval to the Mayor or designate bi-weekly in order to receive pay. His hours of work shall generally be 8-hour days with a one-hour paid lunch. Hoogenboom shall not be paid for any time required to travel to and from work.
7. Hoogenboom shall not be entitled to vacation credits, statutory holiday pay, sick time or any benefits during the duration of this contract. Hoogenboom shall receive 4% pay in lieu on each cheque.
8. Hoogenboom shall receive a mileage allowance of \$0.50 / km when travelling on behalf of the municipality.

End of Employment:

9. This agreement may cease under any of the following circumstances:
 - Hoogenboom may resign by giving the Municipality not less than two (2) weeks notice in writing.
 - The Municipality may terminate Hoogenboom without just cause at any time during the length of the contract. The Municipality shall provide Hoogenboom two (2) weeks notice, or two (2) weeks pay in lieu of notice.
 - The Municipality may terminate Hoogenboom's employment for just cause at any time without notice, pay in lieu of notice, severance pay or other liability; **OR:**
 - On May 1, 2018 without any further notice of termination or pay in lieu of notice.

10. If Hoogenboom's services continue past May 1, 2018 without being formally renewed in writing, the terms of this agreement including termination provisions will continue to apply. After May 1, 2018 an increase to \$80.00 / hour will be put in place.

Confidentiality:

11. Hoogenboom agrees not to retain, reproduce, disclose, publish or use any confidential information relating to the Municipality either during or after this agreement ends, unless required to do so by law.

Conflict of Interest:

12. Hoogenboom agrees to devote his time, attention, effort and ability to the Municipality.

General:

- 13. The terms and conditions of this contract may only be amended by mutual consent of the parties.
- 14. If any term of this agreement is found to be invalid or unenforceable, in whole or in part, the validity or enforceability of any other provision will not be affected.
- 15. This agreement constitutes the entire services agreement between the parties.
- 16. This agreement shall ensure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.


IN WITNESS WHEREOF, the **Municipality** of the First Part and **Hoogenboom** of the Second Part have hereunto set their hands and seals.

SIGNED, SEALED and DELIVERED

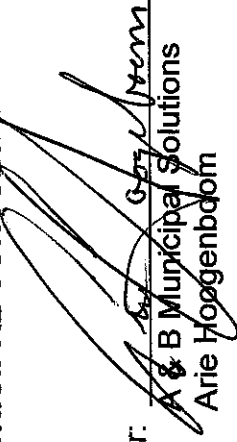
This 27th day of February, 2018, in the presence of

THE VILLAGE OF MERRICKVILLE-WOLFORD

Per: 
David Nash, Mayor


Witness

MUNICIPAL CONSULTANT

Per: 
A & B Municipal Solutions
Arie Hoogenboom


Witness