

THE CORPORATION OF THE MUNICIPALITY OF POWASSAN

BY-LAW NO. 2010-32

Being a by-law to authorize an agreement between the Municipality of Powassan and Vonda E. Croissant for Personnel Services.

WHEREAS the Council of the Corporation of the Municipality of Powassan deems it desirable to enter into an agreement for a non-employee Deputy Clerk as appointed under By-law no. 2010-21.

NOW THEREFORE BE IT RESOVLED THAT THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF POWASSAN ENACTS AS FOLLOWS:

1. That the Mayor and CAO-Clerk be authorized to execute the agreement, attached as Schedule "A" and forming part of this by-law.
2. That this By-law be effective upon adoption.

Adopted August 3, 2010.

Mayor

CAO-Clerk

The Corporation of the Municipality of Powassan
By-law no. 2010- Personal Services Agreement
Schedule "A"

THIS AGREEMENT made in duplicate this 3rd day of August 2010

Between:

The Corporation of the Municipality of Powassan
Hereinafter referred to as the "Municipality"

And

Vonda E. Croissant
Hereinafter referred to as the "Contractor"

WHEREAS the Municipality has deemed it necessary to enter into an agreement for the services of a Deputy Clerk who shall not be a member of CUPE for the purpose of taking minutes of Personnel Committee meetings which deal with personnel matters only;

NOW THEREFORE BE IT RESOLVED THAT:

1. TERM OF CONTRACT

1.1 The Contract is for an indefinite term.

2. AREA OF JURISDICTION

2.1. The service provided by the Contractor under this contractual agreement shall be limited to the taking of minutes of Personnel Committee meetings.

3. SERVICES

3.1. The Contractor agrees to attend every Personnel Committee meeting at the request of the Council to take the minutes of those meetings.

4. COMPENSATION

- 4.1. Compensation for this Personal Services Agreement shall be \$23.72 per hour.
- 4.2. It is agreed that mileage will be paid according with the Municipal Travel Policy.
- 4.3. The Contractor shall submit an invoice for service, but no later than every month end.

5. TERMINATION

5.1. The following situations are grounds for notice of violation and review, and may be just cause for termination of this Personal Services Agreement, depending on the severity:

- 5.1.1.** Failure to abide with the terms of this Personal Services Agreement.
- 5.1.2.** If either party wished to terminate this agreement at any time, it is understood and mutually agreed that the Municipality or Contractor may do so upon sixty (60) days notice, in writing.

6. LIABILITY INSURANCE

6.1. The position of Deputy Clerk authorized under section 228(3) of the Municipal Act shall be covered under the Municipality's general liability insurance program.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seal this 3rd day of August 2010 as attested to by their proper signing officers.

Witness

The Corporation of the Municipality of Powassan

Mayor, Bob Young

CAO-Clerk, Roger Labelle

PER:

Vonda E. Croissant