

**THE CORPORATION OF THE
TOWNSHIP OF MATACHEWAN**

BY-LAW No. 2019-09

**BEING a By-law to appoint Janet Gore as Chief Administrative
Officer/Clerk-Treasurer.**

WHEREAS the Municipal Act, 2001, c.25, Section 228(1) provides that a municipality shall appoint a Clerk whose duty it is:

- a) to record, without note or comment, all resolutions, decisions and other proceedings of the council;
- b) if required by any member present at a vote, to record the name and vote of every member voting on any matter or question;
- c) to keep the originals or copies of all by-laws and of all minutes of the proceedings of the council;
- d) to perform the other duties required under this Act or under any other Act; and
- e) to perform such other duties as are assigned by the municipality.

AND WHEREAS the Municipal Act, 2001, c.25, Section 286(1) provides that a municipality shall appoint a Treasurer who is responsible for handling all of the financial affairs of the municipality on behalf of and in the manner directed by the council of the municipality, including,

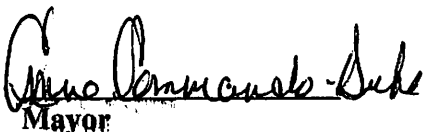
- a) collecting money payable to the municipality and issuing receipts for those payments;
- b) depositing all money received on behalf of the municipality in a financial institution designated by the municipality;
- c) paying all debts of the municipality and other expenditures authorized by the municipality;
- d) maintaining accurate records and accounts of the financial affairs of the municipality;
- e) providing council with such information with respect to the financial affairs of the municipality as it requires or requests;
- f) ensuring investments of the municipality are made in compliance with the regulations made under section 418.

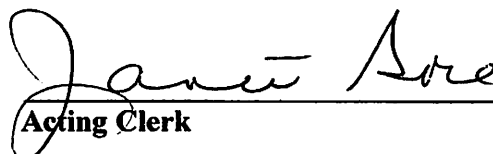
AND WHEREAS Council deems it necessary to appoint a Chief Administrative Officer/Clerk-Treasurer for the municipality;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF MATACHEWAN HEREBY ENACTS AS FOLLOWS:

1. THAT Janet Gore be and is hereby appointed Chief Administrative Officer and Clerk-Treasurer for the Corporation of the Township of Matachewan effective upon final passing thereof.
2. THAT Janet Gore shall perform all the duties required under any statutory authority and any other duties which may, from time to time, be imposed by the Municipality.
3. THAT Janet Gore shall hold office until such time as Council deems necessary and is subject to the by-laws to the Corporation.
4. THAT this By-law shall come into force on the final passing thereof.
5. THAT all other by-laws or resolutions, or parts thereof, contrary hereto or inconsistent herewith, be and the same are hereby repealed.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 3rd DAY OF MARCH, 2019.**


Mayor


Acting Clerk

This agreement made, in triplicate, this 3rd day of March, 2019.

BETWEEN:

**The Corporation of the
Township of MATACHEWAN**
(Hereinafter referred to as the "Municipality")
Of the First Part

AND

Janet Gore
(Hereinafter referred to as the "Appointee")
Of the Second Part

WHEREAS the Corporation of the Township of MATACHEWAN deems it desirable to contract Senior Administrative Services for the mentorship, training and transition needs of municipal staff of the Township of MATACHEWAN;

AND WHEREAS Section 10 (2) of the *Municipal Act, S.O. 2001*, Chapter 25, provides that a municipality may pass by-laws respecting its governance structure, its operations, economic, social and environmental well-being of the municipality and services and things that the municipality considers necessary or desirable for the public

AND WHEREAS Janet Gore has agreed, by By-Law No. 2019- , to provide such Senior Administrative Services and support services to the Township of MATACHEWAN as requested, in return for certain considerations;

NOWHEREFORE THIS AGREEMENT WITNESSETH that in consideration of Janet Gore providing such official duties and services to the Township of MATACHEWAN, as requested, the parties hereto covenant, promise and agree to the following:

1. The term of this agreement shall commence upon signing of both parties to continue under the same terms and conditions unless otherwise terminated or re-negotiated as contained in clause 13 of this agreement.
2. The appointee hereby covenants and agrees, where necessary, to provide its services to the Township of MATACHEWAN to perform specific management, administrative, and development functions and services in a timely manner.
3. The Municipality hereby covenants and agrees to appoint Janet Gore, by by-law of the municipality passed pursuant to the *Municipal Act, 2001*.
4. The appointee hereby covenants and agrees that the duties to be performed by said individual on behalf of the Municipality, shall include but not be limited to the following areas:

Function of Treasurer who is responsible for handling all the financial affairs of the municipality	Function of Clerk as designated by the Municipal Act, 2001.
Function of Chief Administration Officer Overseeing all administration staff	Human Resource review and assistance

5. The appointee covenants and agrees that functions performed, shall be provided as noted above but may be carried out concurrently as much as possible to reduce time and expenses spent by the said official in the performance of their duties.
6. The Municipality hereby covenants and agrees to pay Janet Gore for the provision of the services pursuant to the terms of this Agreement for a fee of \$75.00 per hour. Travel to and from the municipal office will be billed at the same rate.
7. The Municipality and the appointee agree that the execution of this agreement shall be subject to the appointee following the policies and procedures of the Municipality while engaging in any, and all, work for the Municipality. Further that the appointee will, always, maintain the confidentiality of all information pertaining to the Township of MATACHEWAN and shall agree to sign a statement of confidentiality if requested.
8. The Municipality hereby agrees to procure and maintain appropriate levels of insurance for its responsibilities pursuant to this agreement, and hereby further covenants and agrees to extend its municipal coverage to the appointee herein, who is providing the services identified in this Agreement, by naming the said official as one of its insureds.
9. This Agreement shall be jointly managed, in all aspects, by the Council of the Township of MATACHEWAN and the appointee.
10. The Agreement will be terminated if not re-negotiated by either party upon ten (10) days written notice of its intent to terminate or re-negotiate the provision of the appointment and services.
11. Any notice, direction or other communication which may be, or is required to be, given pursuant to this agreement shall be in writing, and shall be sufficiently given if delivered personally to the following:
 - a) to the appointee at:

Janet Gore
119228 Sale Barn Road
New Liskeard, ON P0J 1P0
 - b) to the Municipality at:

The Corporation of the Township of MATACHEWAN
Matachewan, ON
Attention: Council

or at such other address in Canada as the applicable party may from time to time advise by notice to the other party. The date of receipt of any such notice, direction or other communication shall be deemed to be the date of delivery.
12. This Agreement shall ensure to the benefit and be binding upon the parties hereto, and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement and placed their respective seals, this 3rd day of March, 2019.

**THE PARTY OF THE FIRST PART,
being THE CORPORATION OF THE
TOWNSHIP OF MATACHEWAN**

Gene Lommande Sebe.
Mayor

Acting Clerk Janet Gore.

**THE PARTY OF THE SECOND PART,
being JANET GORE**

Janet Gore
Janet Gore

Albert Durand
Witness