

THE CORPORATION OF THE TOWNSHIP OF MCGARRY

BY-LAW NO. 97-11

being a by-law to authorize the execution of an agreement between Derek Callahan Community Coordinator, and the Corporation of the Township of McGarry.

WHEREAS the Council of the Corporation of the Township of McGarry deems it expedient to enter into an agreement with DEREK CALLAHAN;

AND WHEREAS it is deemed to pass this by-law;

NOW THEREFORE the Corporation of the Township of McGarry enacts as follows:

1. That the attached agreement between the CORPORATION OF THE TOWNSHIP OF MCGARRY and DEREK CALLAHAN, Community Coordinator is hereby authorized.
2. That the Reeve and Clerk-Treasurer are hereby authorized and instructed on behalf of the Corporation to enter into and execute under its corporate seal and deliver the aforesaid agreement.
3. That schedule "A" form part of this by-law.

READ a first and second time in Open Council this 6th day of October, 1997.


Reeve


Clerk-Treasurer

READ a third and final time in Open Council this 6th day of October , 1997.


Reeve


Clerk-Treasurer

SCHEDULE "A" TO BY-LAW NO. 97-11

Agreement made this 6th day of October, 1997

BETWEEN

THE CORPORATION OF THE TOWNSHIP OF MCGARRY
(hereinafter referred to as "the Corporation")

AND

DEREK CALLAHAN, Community Coordinator
(hereinafter referred to as "the Contractor")

WHEREAS the Municipal Council of McGarry on October 6th, 1997 authorized the execution of an employment agreement with DEREK CALLAHAN;

WHEREAS the Township of McGarry is the owner of and exercises control over premises, assets and chattels situated in the Township of McGarry and generally know as the Virginiatown Community Centre;

AND WHEREAS the Township of McGarry has agreed to contract out the management responsibilities, recreation programming, and general overall operation of the community centre and its facilities therein;

NOW THEREFORE this agreement witnesseth that the parties hereto, in consideration of the mutual covenants and provisors herein contained, agree as follows:

1. The Corporation hereby retains Derek Callahan as the Community Coordinator under a contract for a period of FIVE AND A HALF MONTHS, from October 6th, 1997 and up to and including March 15th, 1998.
2. The Contractor shall receive \$560.00 per week for a 40 hour work week, payable on or about the same date as the Township employee payroll. This wage includes \$40/week for travel allowance. No other mileage will be paid.
3. The Corporation shall provide the following benefits:

4% Vacation Pay and the Company portion of C.P.P., U.I.C., Health Tax and W.C.B.

4. The Contractor must make provision to secure his own life insurance coverage.
5. The Contractor can employ up to a maximum of 10 hours of part time help weekly during the agreement period.
6. The Contractor will have direct supervision over part time and cleaning contractor.
7. The Contractor is expected to undertake the following list of recreation objectives to the best of his abilities and make efforts deemed satisfactory in attaining the objectives mentioned below:
 - a) To undertake active leadership and assistance as required in the organization and implementation of the following tournaments:
 - Novice, tyke, atom, pee-wee of the M.M.H.A.
 - Mens' recreational hockey
 - Mens' sponge puck hockey
 - Mixed sponge puck hockey
 - b) To undertake an active and aggressive increase in present programming of activities of all age groups of the community (such as teen dances, drop in centre, other sports within the community centre, special events, etc.....).
 - c) To undertake the formation of a winter carnival committee to organize a winter event of this nature.
 - d) To carry out aggressive human resource energy saving practices within the community centre building.
 - e) Document in the form of a log book all duties and activities carried out on a daily basis.
 - f) Submission of reports to the McGarry Township council weekly on Monday's to the Clerk Treasurer which is to include:
 - building updates
 - program updates (statistics)
 - log of hours worked
 - log of compressor room operations
8. This agreement may be terminated by either party thereto upon fourteen (14) days written notice of intention to terminate but not less than fourteen (14) days prior to the date set for termination.

IN WITNESS WHEREOF, the duly authorized representatives of the Corporation and Contractor have executed this Agreement.

SIGNED, SEALED AND DELIVERED
presence of:

THE CORPORATION OF THE TOWNSHIP in the
OF MCGARRY

Anta Mias
Witness

Clément J. Gauthier
Reeve

Ordene Lefebvre
Clerk-Treasurer

Jacqueline Dub
Witness

THE CONTRACTOR
Derek Callahan
Derek Callahan