



Township of Wellington North

P.O. Box 125 • 7490 Sideroad 7 W • Kenilworth • ON • N0G 2E0

Regular Meeting of Council

Monday, September 9, 2013

Following Public Meeting

Municipal Office Council Chambers, Kenilworth

SUPPLEMENTARY AGENDA

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AGENDA ITEM	PAGE NO.
<p><u>STANDING COMMITTEE, STAFF REPORTS, MINUTES AND RECOMMENDATIONS</u></p> <p>4. Deb Zehr, Director of Public Works, Report 1/13 Re: Award of Tender for the Roof Replacement Work at Arthur Sewage Treatment Plant (WWTP)</p> <p><u>BY-LAWS</u></p> <p>6. 79-13 Being a by-law to appoint a Chief Administrative Officer for the Corporation of the Township of Wellington North</p>	



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Director of Public Works Report 1/13

TO: Mayor and Members of Council

FROM: Deb Zehr, Director of Public Works

DATE: Sept. 9, 2013

RE: Report to Council regarding the Award of Tender for the Roof Replacement Work at Arthur Sewage Treatment Plant (WWTP)

Background

A Tender for the Roof Replacement Work on the Arthur WWTP was sent out by North American Roofing on behalf of the Township of Wellington North with the method of replacement to be a hot applied two ply modified felt roof system. Prospective bidders attended a site visit to investigate and examine the work required. The Tender requested bidders to furnish all materials, plant, equipment, labour, supervision and execution of the works described in the tender document. The Tender closed on August 30, 2013 with one bid for the work being received. North American Roofing reviewed the only bidder's methodology, specifications, drawings and recommended acceptance of the bidder's price and award the work to Wm. Green Roofing at a price of \$42,700. In addition, North American Roofing will have costs for design, management and inspection which will be 5.5% of the contract value, that being \$2,348.50 + HST for a total cost of \$45,048.50 + HST. The roof replacement work costs were previously recommended to be funded from the Arthur Sewage reserve.

Financial Impact

The financial impact of the project will be as follows

Wm Green Roofing	\$42,700.00 + HST
North American Roofing (5.5% of awarded contract)	+ \$2,348.50 + HST
Total cost	\$45,048.50 + HST

Recommendation

“THAT the Council of the Township of Wellington North award the Tender for the roof replacement work at the Arthur WWTP to Wm. Green Roofing at a price of \$42,700+HST. In addition, approve the design, management and inspection for North American Roofing at a cost of \$2,348 + HST.

**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH**

BY-LAW NUMBER 79-13

**BEING A BY-LAW TO APPOINT A CHIEF ADMINISTRATIVE
OFFICER FOR THE CORPORATION OF THE TOWNSHIP OF
WELLINGTON NORTH**

AUTHORITY: Municipal Act, 2001, S.O. 2001, Chapter 25, as amended, Section 229.

WHEREAS, pursuant to section 229 of the Municipal Act, 2001, S.O. c.25 the Council may, by by-law appoint a Chief Administrative Officer who shall be responsible for:

- (a) Exercising general control and management of the affairs of the municipality for the purposes of ensuring the efficient and effective operations of the municipality, and
- (b) Performing such other duties as are assigned by the municipality.

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH HEREBY ENACTS AS FOLLOWS:**

1. That Michael Givens is hereby appointed as the Chief Administrative Officer of the Corporation of the Township of Wellington North, effective September 9, 2013.
2. That Schedule A to this by-law shall set out the duties of the position and terms of employment between Michael Givens and the Township.
3. That By-Law Number 45-12 is hereby repealed in its entirety, effective September 9, 2013.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 9TH DAY OF SEPTEMBER, 2013.**

**RAYMOND TOUT,
MAYOR**

**CATHY MORE
DEPUTY CLERK**

THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH
BY-LAW 79-13
Schedule "A"

The following constitutes an employment agreement with respect to the appointment of Mr. Michael Givens to the position of Chief Administrative Officer for the Township of Wellington North.

Responsibilities of the CAO

- a) To be directly responsible to Council for the general management of the Municipality's administration;
 - b) To provide advice, opinion, strategic guidance, and information to Council and its committees to assist in their determination of policies and program;
 - c) To perform all duties and exercise all powers as may be assigned to the CAO or vested in the CAO by the By-Laws or policies of the Municipality or its Council;
 - d) To obtain the advice of legal counsel, auditors, professionals, consultants and/or other levels of government as may be required to provide guidance to Council or otherwise assist in the implementation of Municipal operations;
 - e) To oversee the collective bargaining process with all unionized employees and recommend to Council collective agreements concerning wages, benefits, and conditions of employment;
 - f) To be responsible for the direction and supervision of all staff excepting any officers appointed under any statute in respect of their statutory duties; and recommend from time to time organizational adjustments to Council for the benefit of the municipality.
 - g) To oversee the appointment, promotion, transfer, demotion, suspension or dismissal of all employees in accordance with labour legislation; conditions of collective agreements, and accepted recruitment or disciplinary practices;
 - h) To attend all meetings of Council and to make observations and suggestions as deemed appropriate and expedient with the permission of the Chair; and
 - i) To recommend amendments to these responsibilities from time to time, as considered appropriate in the circumstances
1. There will be a seven month (210) day probationary period. Prior to the expiry, termination without cause will result in a severance pay of eight months' salary. Once probation has been successfully completed, termination without cause will include a severance payment equivalent to 14 months' salary escalating one month per year to a maximum of 18 months.
 2. The probationary review will take place after 180 days in the position, conducted by the Mayor and one other Councillor chosen by Council, with the assistance of a knowledgeable outside party. The subsequent annual reviews will also be undertaken by the mayor and one other councillor, assisted by a third party at the request of either the Council or the CAO.

3. Holidays will be earned in the first year at the rate of four plus one weeks with the additional week to reflect the normal requirement for overtime hours in this position. In the year following 48 months from the end of the probationary period, the entitlement would increase to five weeks plus one week in lieu. Lieu time will have no cash surrender value under any circumstances. Holidays are to be taken in the year earned except in exceptional circumstances. Lieu time may be used as holidays or for personal appointments, reflecting good judgement and common sense.
4. Participation in all employee benefits with no qualifying period will be provided. In addition, where the Township's policy does not currently envisage earnings greater than \$100,000 per year, the limits and benefits shall be adjusted upwards accordingly.
5. Support for membership in work related Associations and for other professional development will be included in the annual budget and designated specifically for this position.
6. The municipality will maintain a comprehensive and contemporary indemnification by-law for the CAO and other staff for actions or conduct performed in the normal course of their duties.
7. The CAO will, immediately upon appointment, begin the process of recruitment of a Treasurer, with the goal of having a candidate to present to Council for appointment in October of 2013.
8. The CAO will, in September, following appointment, recommend to Council a process for appointment of a Clerk.
9. Annual starting salary for the position will be at Step 1, being an annual rate of \$95,300, on a CAO Salary Grid apart from the corporate Pay Equity Plan as permitted by law. Upon successful completion of probation, the incumbent shall be moved to Step 2, being an annual rate of \$100,300, and upon satisfactory performance shall move to Step 3 in another twelve months being an annual rate of \$105,600, and so on with step 4 being \$111,100 and step 5, being the top rate, at \$117,000.
10. The CAO salary grid, shall, beginning in 2015 be adjusted at the same rate as the non-union salary grid, and in 2016 an independent market competitiveness review will be undertaken by an external party who will report the results to Council with a recommendation.

11. Not exclusively, but for the most part, the appointee will be evaluated on the following during the first twelve months of employment:

- a. Leadership of an effective senior management team that provides high quality advice to Council through a system of well researched and presented reports
- b. Provision of high quality public services throughout the organization
- c. Effective intergovernmental relations with staff of other governments
- d. Leadership of a 2014 Budget process such that Council is in a position to adopt the Budget by Feb 28, 2014; with future Budget adoption by Council to be possible by Jan 31, 2015 and Dec 1, 2016.
- e. Initiation and management of a process, with the assistance of a knowledgeable third party, which would enable Council to adopt a Strategic Plan by June 1, 2014.
- f. Presentation to Council of a draft 40 year Long Term Capital Plan no later than the 2015 Budget.
- g. Presentation of a personal professional development plan for the CAO prior to September 30, 2013 and performance in meeting that plan.

September 9, 2013

Michael Givens

Mayor Raymond Tout
