THE CORPORATION OF THE

TOWN OF COBALT

BY-LAW NO. 2026-01

Being a By-Law to Appoint an Interim Clerk-Treasurer

WHEREAS Municipal Act, S.O. 2001 C.25, Section 229 provides that a Municipality may appoint officers who shall be responsible for (a) exercising general control and management of the affairs of the municipality for the purpose of ensuring the efficient and effective operation of the municipality and (b) performing such other duties as are assigned by the municipality.

AND WHEREAS under Subsection 10 (1) (2) of the Municipal Act, S.O. 2001 C.25, as amended, a single-tier municipality may pass By-Laws respecting the governance structure of the municipality and its local boards;

AND WHEREAS the Council of The Corporation of the Town of Cobalt considers it desirable and expedient to appoint an Interim Clerk-Treasurer and the prescribe their duties.

NOW THEREFORE the Council of the Corporation of the Town of Cobalt hereby enacts as follows:

1. That the Mayor be authorized to sign on behalf of the Council of the Town of Cobalt the following documents:
   a. Offer of Employment
   b. Employment Agreement (attached as Schedule “A”)

2. That Jaime Allen is hereby appointed as Interim Clerk-Treasurer for the Corporation of the Town of Cobalt subject to conditions as set out in the Employment Agreement attached as Schedule “A” and forming part of this By-Law.

3. That Jaime Allen shall carry out the duties and responsibilities as outlined in the Job Description.

4. That remuneration, benefits and expenses be provided as described in the Employment Agreement attached as Schedule “A” and forming part of this By-Law.

5. That Jaime Allen shall assume the statutory responsibilities of Clerk and Treasurer.

6. That the Clerk of the Town of Cobalt is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature

or kind to the By-Law and schedules as may be deemed necessary after the passage of this By-Law.

READ a first, second and third time and finally passed this 13th day of January 2026.

AND FURTHER THAT the By-Law be signed and sealed by the Mayor and Clerk.

Pat Anderson, Deputy Mayor

Jamie Allen, Interim Clerk

THE CORPORATION OF THE

TOWN OF COBALT

Schedule “A” to

By-Law 2026-01

Being a By-Law to Appoint an Interim Clerk-Treasurer

THE CORPORATION OF THE TOWN OF COBALT

EMPLOYMENT AGREEMENT

BETWEEN:

THE CORPORATION OF THE TOWN OF COBALT

(the "Employer")

and

JAIME ALLEN

(the "Employee")

WHEREAS:

1. The Employer desires to obtain the benefit of the services of the Employee and the Employee desires to render such services on the terms and conditions set forth.
2. The parties desire to enter into this Agreement for the purpose of setting forth the terms and conditions of the Employee's employment with the Employer.

IN CONSIDERATION of the promises, terms, conditions, covenants, agreements and other obligations herein contained, including the facts recited in the preamble, above, and other good and valuable consideration set forth, the adequacy of which is acknowledged by the parties, the parties agree as follow:

Article 1: EMPLOYMENT

1.01. The Employee's start date of employment under this agreement will be January 5, 2026.

1.02. The Employee's end date of employment under this agreement will be July 5, 2026 (6 months) with the possibility of an extension.

1.03. The Employee shall be employed by the Employer as **Interim CAO("CAO")** and shall have such duties and responsibilities as outlined in the Employee's job profile, a copy of which is attached as Schedule "A". Without limiting the generality of the foregoing, the Employee

acknowledges and agrees that one of the Employee's initial tasks shall be to develop a set of specific deliverables against which the Employee's performance can be appraised. In addition to the duties and responsibilities set out in the Employee's job profile, the Employee will perform such other duties and responsibilities as may be assigned from time to time by the Council of the Employer ("**Council**"). The Employer reserves the right to change the Employee's duties and responsibilities from time to time.

1.04. The Employee shall be employed at the Employer's premises at 18 Silver Street Cobalt, Ontario and at such other locations as shall be designated by the Employer from time to time.

1.05. The Employee will report to Council.

1.06. In carrying out the Employee's duties and responsibilities, the Employee shall comply with all lawful directions and instructions as may, from time to time, be given by the Employer's Council.

1.07. During the term of employment, the Employee shall well and faithfully serve the Employer and shall not, during the term, be employed or engaged in carrying on any other business or employment without the express written consent of the Employer except for the current consulting services the Employee is engaged in. To be clear, the Employee may continue to provide municipal support services to current and future clients as long as such services do not cause reputational harm to the Township of Joly.

1.08. The Employee will be required to work minimum of 3 days per week and other such hours remotely as necessary to fulfill their obligations under this contract. The Employee agrees and understands that the Employee may be required to work such additional in office hours as may be required to fulfill the duties and responsibilities of the Employee's position.

1.09. The Employee agrees and acknowledges that their employment is subject to the terms and conditions of the Employer's human resource policies as in effect from time to time.

1.10. Where permissible under the *Employment Standards Act,* or any successor legislation then in force*,* the terms and conditions of the Employee's employment under this Agreement may be changed by the Employer in the Employer's sole discretion.

Article 2: REMUNERATION

2.01. In consideration of the Employee's obligations contained herein, the Employer shall pay and grant the following salary and benefits:

(1) Salary:

2.02. The Employer shall pay the Employee in accordance with its municipal pay grid as amended from time-to-time. The Employee shall commence employment as Municipal Administrator at $**50.00 (Fifty Dollars) an hour.**

2.03 The Employee's salary shall be paid on a bi-weekly basis, or such other manner as the Employer may determine from time-to-time and is subject to applicable deductions and withholdings.

(3) Benefits:

2.05. While employed by the Employer, the Employee shall not be eligible to participate in the Employer's health and wellness benefits plan or pension plan.

2.06. The Employer shall pay the Employee the costs of benefits ($475.04 per month) and 9% of gross wages in lieu of health and pension benefits. These payments will be made bi-weekly at the time of payroll payments.

Article 3: TERMINATION

Ending Employment

NOTICE: THE FOLLOWING PARAGRAPHS LIMIT AND CODIFY THE EMPLOYEE'S ENTITLEMENTS ON TERMINATION

3.01. The Employee's employment with the Employer may cease under any of the following circumstances:

(i) **Resignation** – The Employee may resign from the Employee's employment by providing the Employer with not less than **four (4)** weeks' written notice (the "Resignation Period"). If the Employer, in its sole discretion, does not require the Employee to report to work during the Resignation Period, the Employer will continue the Employee's compensation entitlements under this Agreement for the duration of the Resignation Period.

(ii) **Termination Without Cause:** The Employer may terminate the Employee's employment under this Agreement at any time in its sole discretion, without cause, by providing the Employee with each of the following:

a. The Employee's minimum entitlements under the *Employment Standards Act,* or any successor legislation then in force, applicable in the circumstances;

b. Continuing the Employee's base salary until the end of the term of contract.

c. commencing after any applicable statutory entitlements have been satisfied;

3.02. The Employee acknowledges and agrees that the entitlements set out above shall be in full satisfaction of any statutory and common law entitlements in any way related to the termination of the Employee's employment under this Agreement. The parties intend to restrict and codify the Employee's common law entitlements in accordance with the terms of this contract.

3.03 In the event of the Employee's death before the expiration of the notice periods referred to herein, the Employer shall have no further obligation to make any payments whatsoever except as may be required by the ESA or any successor legislation then in force.

3.04. The Employer reserves the right to temporarily lay the Employee off from employment, in accordance with the ESA or any successor legislation then in force. A temporary layoff will not be considered termination of the Employee's employment unless it is deemed to be one under the ESA or any successor legislation then in force.

Article 4: NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

4.01. As used in this section "Confidential Information" includes, but is not limited to:

- such information as Council or an officer or senior employee of the Employer may, from time to time, designate to the Employee as being included in the expression "Confidential Information";
- any secret or trade secret or know-how of the Employer or information relating to the Employer or to any person, firm, or other entity with which the Employer does business which is not generally known to outside parties;
- information contained in the Employer's manuals, training materials, plans, drawings, designs specifications, or other documents and records belonging to the Employer, even if such information has not been labelled as "Confidential Information";
- privileged information including advice received from professional advisors such as legal counsel;
- information relating to present or future plans and projects of the Employer;
- terms of contracts between the Employer and its suppliers, employees;

whether or not such information was acquired or developed by the Employee. Additionally, the Employee acknowledges and agrees that the foregoing list is intended to be illustrative and other "Confidential Information" may exist or arise in the future.

4.02. "Confidential Information" shall not include:

(a) Information that the Employee can demonstrate as currently or subsequently available within the public domain, through no fault of the Employee nor his breach of this agreement;

(b) Information that was known to the Employee prior to or at the time of receipt from the Employer;

(c) Information that becomes known to the Employee from a source other than the Employer that is not under other obligations of confidence;

(d) Information that must be disclosed pursuant to law, regulation, and lawful order or process, where in such event, the Employee is required to promptly notify the Employer in writing to permit it to lawfully oppose or limit such disclosure;

(e) Information from the Employer that the Employee also subsequently receives from a third party that is without obligations of confidence, where the Employee has no reason to believe that the third party did not lawfully have possession of the information free from obligations of confidence; or

(f) Information, products or services that are independently developed or acquired by the Employee without reference to "Confidential Information" of the Employer, as can be established through the reference of written records the Employee possesses.

4.03. The Employee understands that disclosure of confidential information would be highly detrimental to the Employer's best interests and agree:

(a) to take precautions to protect and maintain the Employer's confidential information;

(b) to only release confidential information to those authorized to receive it and then only on a need-to-know basis;

(c) not to disclose, publish or disseminate to any unauthorized person at any time either during the Employee's employment or after it ends confidential information;

(d) not to remove any confidential information from the Employer's premises without the Employer's express permission;

(e) not to make improper use, either directly or indirectly, of "Confidential Information; and;

(f) to safeguard against unintentionally disclosing confidential information (e.g., by not discussing confidential information in public or on a cell phone and by not working with confidential information on a laptop in public, or transmitting such information by unsecured means).

In the event that the Employee ceases to be employed with the Employer for any reason, the Employee agrees to immediately return to the Employer all materials, records, documents, or other property belonging to the Employer. The Employee agrees not to retain, reproduce or use any confidential or proprietary information or property belonging to the Employer.

Article 5: NON-SOLICITATION & CONFLICT OF INTEREST

5.01. The Employee agrees that throughout the Employee's employment under this Agreement, and for a period of one (1) year after this Agreement comes to an end, for any reason, the Employee shall not, directly or indirectly, solicit or otherwise induce any person whom the Employee knows or ought reasonably to know is an employee or independent contractor of the Employer, to resign, withdraw or cease providing services to the Employer. For the purposes of this paragraph, "directly or indirectly" shall include acting as a member, partner, employee or associate of any person or organization.

5.02. The Employee is required to avoid any conflicts of interest or perceived conflicts of interest that might force the Employee to choose between the Employee's own personal or financial interests and the interests of the Employer. A conflict of interest includes, without limitation:

- obtaining for the Employee's benefit or an entity in which the Employee may have an interest, any proprietary or business advantage, either belonging to the Employer or for which the Employer has been negotiating;
- having a personal or financial interest that impairs the Employee's ability to perform his duties in an objective manner;
- using the Employee's position for personal or financial gain for himself or for a spouse, family member or personal friend; and,
- receiving business gifts or entertainment that compromise, or appear to compromise, the Employee's ability to make objective and fair business decisions.

The Employee confirms that the Employee's employment under this Agreement does not violate any agreement or understanding to which the Employee is currently bound including any existing non-competition, non-solicitation or confidentiality agreements.

Article 6: OWNERSHIP RIGHTS

6.01. The Employer maintains exclusive ownership rights, including copyrights, patents, trademarks, trade names, services, marks, industrial designs, trade secrets and other intellectual property rights, in all software, hardware, technology, business plans, documentation, inventions, copyrightable materials, designs, processes, techniques, works of authorship, and related know-

how and any other material or developments that the Employee may conceive of, invent, design, create, author, write, make or reduce to practice while employed by the Employer that relate to or are connected with areas of existing or reasonably foreseeable business interests of the Employer.

6.02. The Employee agrees to promptly disclose to the Employer, in writing, all patent applications, inventions or improvements that relate to or are connected with areas of existing or reasonably foreseeable business interests of the Employer that the Employee makes during the Employee's employment with the Employer and within one (1) year after it ends. Any patent applications the Employee files or inventions or improvements the Employee makes within one (1) year after the Employee's employment terminates are presumed to relate to existing or reasonably foreseeable business interests of the Employer, unless the Employee can provide sufficient evidence to the contrary. All such inventions or improvements are the exclusive property of the Employer and the Employee agrees to assign all rights to them.

6.03 The Employee agrees to waive any moral rights the Employee may have in relation to any copyrightable material created by the Employee during the Employee's employment with the Employer and within one (1) year after the Employee's employment ends.

6.04 Upon request by the Employer, either during or after the Employee's employment, the Employee agrees to execute any applications, assignments, waivers and other instruments that the Employer deems necessary to obtain all applicable proprietary rights, without additional compensation.

6.05 The Employee's obligations with respect to inventions and improvements are binding on all of the Employee's heirs, executors, successors and assigns.

Article 7: PRIVACY

7.01. The Employee understands that the Employer's computer and information systems may be searched and/or monitored from time to time for various business reasons including compliance with the Employer's policies. The Employee acknowledges that the Employee has no expectation of privacy with regard to the use of email, internet, or computer systems or other devices provided to the Employee by the Employer including, but not limited to cellular telephones, tablets, laptops, hybrids, and convertibles (the "Information Systems"). The Employer has the right, but not the obligation, to inspect and to monitor the use of any Information Systems, including, without limitation, inspecting the contents of voice mail and email messages, internet usage (including social media activity) and any other data exchanged therefrom.

Article 8: ENTITLEMENT TO INJUNCTION AND DAMAGES

8.01. The Employee acknowledges that the Employer's operation cannot properly be protected from adverse consequences of the Employee's actions other than by the restrictions set forth in this agreement.

8.02. The Employee agrees that in the event of any violation of this agreement that the Employer, in addition to any other right or relief to which it may be entitled, shall be entitled to an injunction restraining further breaches of this agreement.

Article 9: INTERPRETATION

9.01. This agreement and the schedules attached hereto constitute the entire agreement regarding the Employee's employment by the Employer and supersedes any prior agreements, undertakings, negotiations, and discussion whether written or oral regarding such employment. No waiver of any provisions of this agreement shall be deemed to constitute a waiver of any other provisions, whether similar or not. No waiver of any provisions of this agreement shall be deemed or shall constitute a continuing waiver unless otherwise expressly provided.

9.02. 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.

9.03. Headings are not considered to be part of this agreement, included solely for convenience, and are not intended to be full or accurate descriptions of the paragraphs herein.

9.04. This agreement shall be governed by and construed in accordance with the laws of the province of Ontario and the laws of Canada in force therein.

9.05. For the purposes of all legal proceeding this agreement shall be deemed to have been performed in the Province of Ontario and the courts of the Province of Ontario shall have the exclusive jurisdiction to entertain any action arising under this agreement. The Employee and the Employer both irrevocably attorn to the jurisdiction of the courts of the Province of Ontario.

9.06. The invalidity or unenforceability of any provision of this agreement or any covenant in it shall not affect the validity or enforceability of any other provision or covenant in it, and the invalid or unenforceable provision or covenant shall be deemed to be severable.

9.07 All amounts paid under this Agreement are subject to any applicable statutory deductions.

9.08. This agreement will continue to govern the employment relationship between the Employee and the Employer regardless of any changes to the Employee's employment with the Employer including, but not limited to, changes to the Employee's position, location of employment, hours of work, compensation and benefits.

9.09. Any modifications to this agreement must be in writing and signed by both parties.

Article 10: NOTICES

10.01. Whenever in this agreement it shall be required or permitted that notice be given or served by any party to or on any other party, notice shall be in writing and shall be delivered personally to the party to whom it is given or sent by prepaid registered mail, addressed as follows:

Corporation of the Town of Cobalt
18 Silver Street
Cobalt Ontario P0J 1C0

Jaime Allen
437 Amwell St.
Haileybury Ontario P0J 1K0

And each such notice shall be deemed given on the date of delivery in the case of delivery, or two (2) business days after mailing in the case of mail. No notice may be given by mail during a real or apprehended postal strike in Canada. The Employee and the Employer may change designated addresses by notice as provided above.

Article 11: INDEPENDENT LEGAL ADVICE

11.01 In executing this agreement, the Employee acknowledges that the Employee has had the opportunity to obtain and have been advised to obtain **independent legal advice** but notwithstanding such advice, the Employee has chosen to execute this agreement willingly and voluntarily without undue influence or coercion of any sort. The Employee further confirms that by executing this agreement that the Employee had the opportunity to read this agreement and understands all its terms and conditions, including without limitation the termination provisions in Article 3.

11.02. The Employee shall be paid, the sum of one hundred fifty dollars ($150.00) toward legal expenses for obtaining advice with respect to this contract.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement this ____ day of _____, 2025, in the District of Temiskaming in the Province of Ontario.

SIGNED, SEALED AND DELIVERED in the presence of:

_____ _____

Jaime Allen **Witness**

_____ _____

Pat Anderson, Deputy Mayor **Witness**

THE CORPORATION OF THE

TOWN OF COBALT

Appendix “1” to Schedule “A” to By-Law 2025-01

INITIAL TASK: complete the job profile and develop deliverables for the position of the Municipal Administrator.

Responsibilities

In addition to the general duties and responsibilities outlined below:

GENERAL DUTIES & RESPONSIBILITIES:

1. Promote the Employer’s mission and values.
2. Establish and maintain an effective working relationship with staff, administration, members of Council, and the public.
3. Undertake strategic and business planning initiatives and other studies to improve organizational efficiency and productivity as required.
4. Recruit, select and train staff.
5. Prepare annual budget; control expenditures, optimize various revenue sources and ensure cost effective operations are implemented and maximized.
6. Maintain a high profile and public relations function in the community and province.
7. Serve as an effective liaison with municipal organizations, Provincial and Local Governments.
8. Maintain a constant awareness of new trends and developments in the municipal leadership field.
9. Ensure workplace health & safety and perform two (2) recorded inspections annually.
10. Demonstrate strong self-management skills and further personal development.
11. Undertake performance management reviews for direct reports (as applicable).
12. Complete general administrative (special) projects assigned.