

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2004-91

Being a by-law to authorize the signing of an agreement
between the Corporation of the Town of Amherstburg
and Kevin Atkinson

WHEREAS the parties wish to clarify Kevin Atkinson's years of service towards his retirement date and entitlement to benefits provided that he remains employed with the Town of Amherstburg up to and including April 14, 2009;

AND WHEREAS an Agreement has been reached between the Town of Amherstburg and Kevin Atkinson;

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF
THE TOWN OF AMHERSTBURG HEREBY ENACTS AS FOLLOWS:**

1. That the Mayor and Clerk be, and they are hereby authorized and instructed, to execute the originals and the copies of the said agreement and to affix the corporate seal thereto.
2. That this By-law shall come into force and take effect on the date of final passage thereof.

Passed this 25th day of October , 2004 .



MAYOR



CLERK

1st Reading: October 25, 2004

2nd Reading: October 25, 2004

3rd Reading: October 25, 2004

AGREEMENT

MADE BETWEEN

**THE CORPORATION OF THE TOWN OF
AMHERSTBURG**

AND

KEVIN ATKINSON

**Armando F. DeLuca, Q.C.
Mousseau, DeLuca, McPherson, Prince, LLP
Barristers and Solicitors
500-251 Goyeau Street
Windsor, Ontario N9A 6V2**

THIS AGREEMENT made in duplicate B E T W E E N:

**THE CORPORATION OF THE TOWN OF
AMHERSTBURG.**

hereinafter called "THE CORPORATION"

OF THE FIRST PART

- and -

KEVIN ATKINSON.

hereinafter called "ATKINSON"

OF THE SECOND PART

WHEREAS ATKINSON was employed by **THE CORPORATION** from 1975 until 1980;

AND WHEREAS ATKINSON was employed by Amherstburg Public Utilities Commission from 1980 until 1998;

AND WHEREAS on the 26th day of January, 1998, the Hydro-Electric Commission for the Corporation of the Town of Amherstburg offered **ATKINSON** employment as a Hydro Superintendent with credit for his experience with the former Town of Malden and former Amherstburg Public Utilities Commission, which he accepted;

AND WHEREAS the Hydro-Electric Commission for the Town of Amherstburg merged with former Utilities of several other municipalities in 1998 to become the Essex Power Services Corporation, a distinct legal entity and **ATKINSON** continued to be employed as a Hydro Superintendent with that corporation until March, 2002. On March 21st, 2002, he was interviewed

for a position with **THE CORPORATION** as Sewer and Watermain Inspector;

AND WHEREAS on March 27, 2002, **ATKINSON** accepted the terms of employment with **THE CORPORATION** set out in a letter dated March 27, 2002, a copy of which is attached hereto as Schedule "A";

AND WHEREAS the said letter did not address the issue of credit for his previous years of service;

AND WHEREAS the parties wish to clarify **ATKINSON's** years of service towards his retirement date and entitlement to benefits provided that he remains employed with **THE CORPORATION** up to and including April 14, 2009;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the terms and provisions hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The recitals above set out are true and incorporated in this Agreement as fully and effectually as if repeated in full in the body hereof.
2. **THE CORPORATION** agrees and does hereby recognize **ATKINSON's** past years of employment with the Hydro-Electric Commission of the Town of Amherstburg as years of service, and the same shall be included as years of service towards his retirement date including entitlement to all benefits as all other employees of **THE**

CORPORATION; PROVIDED HOWEVER that he must in fact remain employed by THE CORPORATION up to and including April 14, 2009, failing which, for any reason whatsoever, he shall be considered as an employee of THE CORPORATION who commenced employment on April 15, 2002; PROVIDED FURTHER HOWEVER that in the event Atkinson dies before April 14, 2009, his beneficiaries will receive all benefits entitlement enjoyed by all like employees of the Corporation.

3. This agreement shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns as applicable.

IN WITNESS WHEREOF the parties hereto have hereunto set their hand and seal and corporate seal as the case may be, this day of August, 2004.

SIGNED, SEALED & DELIVERED)

**) THE CORPORATION OF THE TOWN
) OF AMHERSTBURG**

**) *Wayne Clark* MAYOR
) Per. *Doreen Clark* CLERK**

**) I have authority to bind the Corporation.
)**

**WITNESS:
(as to the signature of
Kevin Atkinson)**

**) *Kevin Atkinson*
) KEVIN ATKINSON
)**

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MADE BETWEEN

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AMHERSTBURG**

AND

KEVIN ATKINSON

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- and -

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SIGNED, SEALED & DELIVERED)

) **THE CORPORATION OF THE TOWN**
) **OF AMHERSTBURG**

) *Wayne Davis* MAYOR.
)
) Per: *Deborah Clark* CLERK
)

) I have authority to bind the Corporation.
)

WITNESS:
(as to the signature of
Kevin Atkinson)

) *Kevin Atkinson*
) **KEVIN ATKINSON**
)