

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW NO. 2018 - 30

Being a By-law to appoint a Municipal By-law Enforcement Officer.

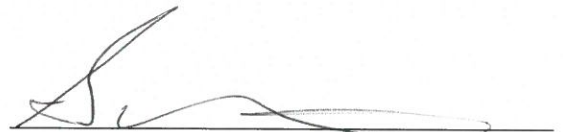
WHEREAS Section 15 of the Police Services Act, R.S.O. 1990, C.P. 16 provides that a municipal council may appoint persons to enforce the by-laws of the municipality and such Municipal By-Law Enforcement officers are peace officers for the purpose of enforcing municipal by-laws;

NOW THEREFORE the Council of the Corporation of the Municipality of Magnetawan enacts as follows:


1. **THAT** Caitlin Deevey is hereby appointed as Municipal By-Law Enforcement Officer.
2. **THAT** the title of By-law Enforcement Officer shall include the additional roles and responsibilities of Animal Control Officer, Livestock-Valuer, Weed Inspector, Property Standards Officer and Fence Viewer.
3. **THAT** the position of Municipal By-Law Enforcement Officer shall be considered a contract position and therefore will not be entitled to any other benefits or the Municipality except those as stipulated in the attached Contract Agreement. The terms shall be as set out in the agreement annexed hereto as Schedule "A" and forming part of this By-Law.
4. **THAT** Caitlin Deevey shall be deemed to be an officer and representative of the Municipal Corporation when acting in the scope of her duties.
5. **THAT** this By-law shall come into force and effect on the date of its passing.

READ A FIRST, SECOND, AND THIRD TIME, passed, signed and the Seal of the Corporation affixed hereto, this 9th day of May, 2018

**THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN**



Mayor



Clerk-Administrator

**MUNICIPALITY OF MAGNETAWAN
SCHEDULE 'A' TO BY-LAW 2018-30**

CONTRACT AGREEMENT

BETWEEN:

CAITLIN DEEVEY

(hereinafter referred to as "Municipal By-Law Enforcement Officer or BLEO")

AND:

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

(hereinafter referred to as "The Municipality")

SECTION 1: TERMS AND CONDITIONS OF THIS CONTRACT AGREEMENT

1. The By-Law Enforcement Officer (BLEO) agrees to perform the services as outlined in this Agreement, including any amendments thereto, in a diligent manner.
2. The BLEO has read and understands the *Responsibilities of the BLEO* as detailed in Section 2 and warrants that to the best of their knowledge and belief they have the ability to carry out such duties.
3. The Parties agree that this is a contract of employment in which the BLEO, as employee, is not entitled to any benefits normally enjoyed by employees of the Municipality except those prescribed by the Employment Standards Act of Ontario.
4. Until the termination of this Agreement, compensation will be paid to the Municipal By-Law Enforcement Officer at the following rates:
 - a. The sum of \$26.47 per hour for services rendered.
 - b. Mileage will be paid at the same rate paid to municipal employees, currently 55 cents per km.
 - c. Compensation is to be reviewed and renegotiated prior to the termination of this Agreement.

The Municipality has budgeted for this work at the rate of up to 30 hours per month and the Municipal By-Law Enforcement Officer will seek the approval of the Clerk where this budgetary amount is likely to be exceeded.

5. Provide a written monthly report to Council including an allocation of time spent on each activity, regarding the matters to which they pertain.
6. Provide a bi-weekly invoice and report, timed to coincide with the Municipal payroll schedule, indicating hours worked for the Municipality, kilometers travelled and activities undertaken during the period.
7. Training as required to be provided at the discretion and approval of Council.
8. The BLEO warrants that she has no driving convictions except as disclosed to the Municipality in writing and possesses a valid Ontario Drivers license. The BLEO consents to a search of driving record by the Municipality. The existence of convictions not disclosed or lack of the required license shall constitute cause for termination.
9. The BLEO warrants that she has no criminal convictions except as disclosed to the Municipality in writing and agrees to provide the Municipality with a written criminal records and vulnerable sector search from the Ontario Provincial Police within thirty days. The existence of convictions not disclosed or failure to provide the record search shall constitute cause for termination.
10. The Clerk shall review the BLEO's performance on an ongoing basis. The first four months of employment shall serve as a probationary period with the end date of the probationary period to coincide with the regular Council meeting of **September 12, 2018**. During this time the BLEO will have the opportunity to become familiar with the Municipality and the Municipality will have the

opportunity to determine whether the BLEO has the ability to perform the duties of, and is suitable for continued employment in the position. During this probationary period, the Clerk will regularly monitor the BLEO’s performance. Prior to the end of the probationary period, the Clerk will meet with the BLEO to discuss performance and to advise the BLEO as to whether or not they have successfully completed the probationary period.

11. This Agreement shall terminate on May 8, 2019.

SECTION 2: RESPONSIBILITIES OF THE BLEO

- 1. Report to the Clerk of the Municipality.
- 2. Investigate complaints regarding By-Law infractions and ensure that adequate follow-up procedures are implemented. Complaints to investigate will be cleared through the Office of Clerk.
- 3. Prepare for litigation proceedings including information and instruction to ensure that adequate and complete information is available for court proceedings, and testify as a witness at court, hearings or appeals.
- 4. Co-operate with and assist the Municipality in the investigation and prosecution of By-Law and other related infractions falling within its jurisdiction.
- 5. In connection with zoning and land use By-Law infractions, assist in the field inspection and in conjunction with the Chief Building Official, and assist in the prosecution of violations with respect thereto.
- 6. Inspect premises and businesses ensuring all requirements of the Property Standards By-Law are met.
- 7. Ensure compliance with licensing By-Laws.
- 8. Prepare, mail or personally serve summonses on behalf of the Municipality.
- 9. Personally attend Council meetings when requested.
- 10. Provide such reporting as is required and as may be additionally requested by the Clerk and Council.
- 11. Consult with the Clerk prior to initiating any court proceeding.
- 12. The BLEO is representing the Municipality and shall at all times interact with ratepayers and others in a courteous and professional manner.
- 13. The BLEO agrees that they will at all times faithfully and to the best of their skill, abilities, expertise and education, perform these duties.
- 14. Perform additional duties and special projects as required.
- 15. Be responsible to work in compliance with Occupational Health, Safety and Workplace Violence and Harassment Policy and Procedures, as well as established industry guidelines

CAITLIN DEEVEY

Date

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

SAM DUNNETT, Mayor

Date

ANDREW FARNSWORTH, Clerk-Administrator

Date