

RESCINDED BY 2023-56

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW NO. 2023 - 05

BEING A BY-LAW TO APPOINT A MUNICIPAL BY-LAW ENFORCEMENT OFFICER

WHEREAS Section 55 of the *Comprehensive Ontario Police Services Act, 2019, S.O. 2019, c. 1 - Bill 68* provides that a Municipal Council may appoint person(s) to enforce the By-laws of the municipality and such Municipal By-Law Enforcement officer(s) are Peace Officer(s) for the purpose of enforcing municipal By-laws;

AND WHEREAS Section 227 of the *Municipal Act S.O. 2001, as amended, Ch. 25*, authorizes Municipal Councils to pass By-Laws for appointing such officers and employees as may be necessary for the purposes of the Corporation/Municipality, for carrying into effect the provisions of any By-Law of the Council;

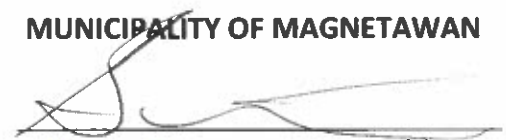
AND WHEREAS Section 15.1 of the *Building Code Act, S.O. 1992, Ch. 23*, as amended, authorizes Municipal Councils to pass By-Laws for Appointing a Property Standards Officer;


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

1. **THAT** Jason Newman is hereby appointed as the Municipal By-Law Enforcement Officer.
2. **THAT** the title of Municipal By-law Enforcement Officer shall include the additional roles and responsibilities of Animal Control Officer, Livestock-Valuer, Weed Inspector, and Property Standards Officer.
3. **THAT** the Agreement attached hereto as Appendix "A" between The Municipal Corporation of the Township of Armour and The Corporation of the Municipality of Magnetawan be entered into by the municipality.
4. **THAT** the Mayor and the Clerk be authorized to execute all documentation necessary to fulfill the Agreement.
5. **THAT** the Agreement entered into between The Municipal Corporation of the Township of Armour and The Corporation of the Municipality of Magnetawan is hereby ratified and confirmed, when signed by all parties.
6. **THAT** THE Clerk of the Township of Armour is hereby authorized to make any minor modifications or corrections of an administrative, numeric, grammatic, semantic or descriptive nature of kind to the by-law and schedule(s) as may be deemed necessary after the passage of this bylaw, where such modifications or corrections do not alter the intent of the by-law.
7. **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 of the Municipality except those as stipulated in the Contract Agreement.
8. **THAT** Jason Newman shall be deemed to be an Officer and Representative of the Municipal Corporation when acting in the scope of their duties.
9. **THAT** this By-law shall come into force and effect on the date of its passing.
10. **THAT** By-law 2021-62 and any other previously relevant by-law(s) be hereby repealed effective the date of passing of this By-law.

READ A FIRST, SECOND, AND THIRD TIME, passed, signed and the Seal of the Corporation affixed hereto, this 15th day of February 2023.

THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN


Mayor


Clerk

THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF ARMOUR

BY-LAW # 8-2023

Being a by-law to enter into an agreement for the services
of a By-Law Enforcement Officer

WHEREAS Section 20 (1) of the Municipal Act, 2001, Chapter 25, as amended, allows a municipality to enter into an agreement regarding a joint undertaking, which might include a By-Law Enforcement Officer;

NOW THEREFORE the Council of The Municipal Corporation of the Township of Armour enacts as follows:

1. That the Agreement attached hereto as Appendix "A" between The Municipal Corporation of the Township of Armour and The Corporation of the Municipality of Magnetawan be entered into by the municipality.
2. That the Mayor and the Clerk be authorized to execute all documentation necessary to fulfil the Agreement.
3. That the Agreement entered into between The Municipal Corporation of the Township of Armour and The Corporation of the Municipality of Magnetawan is hereby ratified and confirmed, when signed by all parties.
4. That the Clerk of the Township of Armour is hereby authorized to make any minor modifications or corrections of an administrative, numeric, grammatic, semantic or descriptive nature or kind to the by-law and schedule(s) as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read in its entirety, approved,
signed and the seal of the
Corporation affixed thereto and
finally passed in open Council
this 24day of January, 2023.



Rod Ward, Mayor

John Theriault, Clerk

SERVICE AGREEMENT

BETWEEN

THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF ARMOUR

AND

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

WHEREAS the Township of Armour has hired a By-Law Enforcement Officer to provide services as described in the job description attached as Schedule "A" to this by-law;

AND WHEREAS the Township of Armour agrees to share the services of the By-Law Enforcement Officer with the Municipality of Magnetawan;

AND WHEREAS the Township of Armour and the Municipality of Magnetawan agree that the By-Law Enforcement Officer shall be an employee of the Township of Armour;

AND WHEREAS the Municipality of Magnetawan agrees to pay the Township of Armour for the costs involved in retaining the services of a By-Law Enforcement Officer, as per the terms of this agreement;

NOW THEREFORE the Township of Armour and the Municipality of Magnetawan agree as follows:

1. THAT the Municipality of Magnetawan shall use the By-Law Enforcement Officer for 10 hours per week during the term of this agreement. Every effort shall be made to ensure the availability of the By-Law Enforcement Officer, but it is recognized that the hours must remain flexible and that some hours may be required during weekends. The By-Law Enforcement Officer shall not perform any contract work which may place him/her in conflict.
2. THAT the Municipality of Magnetawan shall pay the Township of Armour the current rate at which the Township of Armour is remunerating the By-Law Enforcement Officer for each hour worked for their municipality, plus a 40% premium to cover the cost of benefits and vacation time, plus HST.
3. THAT the Municipality of Magnetawan shall pay for any mileage incurred by the By-Law Enforcement Officer while working for their municipality, at a rate listed in Schedule B of this agreement. Mileage billed shall be based on the daily log of the By-Law Enforcement Officer. Mileage shall be applicable from the By-Law Enforcement Officer's departure from the Township of Armour's municipal office at 56 Ontario Street, Burk's Falls, Ontario.
4. THAT the Municipality of Magnetawan agrees to share any other costs which may be generated by the By-Law Enforcement Officer position on the same percentage basis as the number of hours the By-Law Enforcement Officer does for the Municipality of Magnetawan.
5. THAT the Township of Armour shall invoice the Municipality of Magnetawan for a minimum of 10 hours per week on a monthly basis for the period completed. The Township of Armour shall not invoice for more than 520 hours per year without the approval of the Municipality of Magnetawan.
6. THAT the Municipality of Magnetawan agrees to provide whatever administrative assistance is required in their respective office and will be responsible to provide office supplies required by the By-Law Enforcement Officer while working on their behalf.
7. THAT in the event of prosecution by or against the By-Law Enforcement Officer in the territorial jurisdiction of the each of the parties, each party shall be responsible for any costs arising from such legal proceedings, as well as legal representation of their own choosing.
8. THAT the Municipality of Magnetawan agree to maintain an insurance policy to and covering the By-Law Enforcement Officer and his/her related performance or non-performance of services, within its jurisdiction, for the entire term of this agreement. Proof of such insurance policy must be forwarded to the Township of Armour.


Appendix "A" – By-Law # 8-2023 - Page 2 of 5

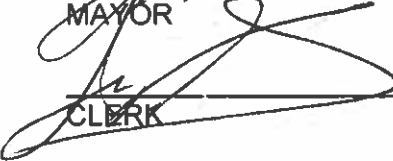
9. THAT the Municipality of Magnetawan agrees on behalf of themselves, their successors and assigns, to indemnify and save harmless the Township of Armour, its servants and agents from and against any actions, causes of actions, damages, suits, claims and demands whatsoever which may arise, either directly or indirectly, out of the performance or non-performance of the services provided herein and in connection with the carrying out of the provisions of the agreement.
10. THAT any dispute arising from the administration of this agreement shall be resolved by the Clerk of the Township of Armour. If the decision of the Clerk is not satisfactory to one of the parties, the matter can be referred to the Council of the Township of Armour.
11. THAT this agreement shall be in place from February 15, 2023 to December 31, 2026. Thereafter, it may be renewed by the parties on whatever mutually acceptable basis is determined.
12. Any party may cancel their participation in this agreement by serving the other parties, written notice of their intention, ninety (90) days in advance of the date of termination.
13. This agreement constitutes the entire agreement between the parties.

IN WITNESS THEREOF THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF ARMOUR HAS HEREUNTO AFFIXED ITS CORPORATE SEAL ATTESTED BY THE HAND OF ITS PROPER SIGNING OFFICERS.

Dated at the Township of Armour

this 21st day of January, 2023




MAYOR


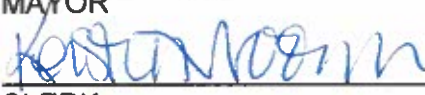
CLERK

IN WITNESS THEREOF THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN HAS HEREUNTO AFFIXED ITS CORPORATE SEAL ATTESTED BY THE HAND OF ITS PROPER SIGNING OFFICERS.

Dated at the Municipality of Magnetawan

this 15th day of February, 2023



MAYOR


CLERK



POSITION DESCRIPTION
BY-LAW ENFORCEMENT OFFICER
October 2015

REPORTS TO:

Clerk-Administrator

POSITION PURPOSE:

The By-Law Enforcement Officer is responsible for enforcing municipal by-laws and providing public information to ensure the protection of residents, property and employees.

MAJOR DUTIES & RESPONSIBILITIES:

1. To provide a variety of inspection, advisory and enforcement services pertaining to legislation and to the by-laws of the municipality.
2. Designated as the Provincial Offences Officer under legislation for legal action on by-laws.
3. Respond to complaints regarding alleged violations, conducts investigations into allegations, urging self-compliance where possible through persuasive discussion and written correspondence to violators.
4. Provides information on by-laws and enforcement conditions.
5. Enforces by-laws through court action when necessary, including preparation of a proper crown brief, notification of witnesses and the issuance of a subpoena to ensure their presence in court.
6. Be prepared to do weekend or evening patrol to observe, make notes and be prepared to charge and give testimony in Provincial Offences Court.
7. Responsible for animal control in the municipality and to pick up dogs without tags and transport them to an animal shelter designated by the municipality.
8. Must have a system in place to receive complaints 24 hours a day as complaints shall be forwarded directly to the By-Law Enforcement Officer.
9. Performs such other related duties as may reasonably be required by the Treasurer/Deputy-Clerk.
10. Attends Council meetings as required.

EDUCATION / EXPERIENCE / SKILLS:

1. Must have successfully completed a relevant diploma from a recognized post-secondary institution or equivalent.
2. Successful completion of By-Law Compliance Enforcement and Investigative Skills Level 1 or equivalent.
3. Minimum 4 years related experience or field investigative experience.
4. Must have excellent verbal and written communication skills and ability to relate to elected officials, peers, and the public in a professional manner.
5. Must have a good understanding of regulatory by-laws legislation and rules.
6. Must have a good knowledge of investigation, note taking and evidence gathering techniques.



POSITION DESCRIPTION
BY-LAW ENFORCEMENT OFFICER
October 2015

7. Must have a good knowledge of court processes and procedures and emergency response techniques.
8. Must have a valid G driver's license and access to a vehicle.

Independence of Action

This position requires the application of established guidelines, methods or procedures and includes a choice of methods.

Mental Effort

Variety of duties with frequent interruptions. Mental, visual and/or aural concentration required when, investigating, making notes or going to court.

Physical Effort

Work may involve physically draining and exhausting activities which may include providing assistance in emergency response situations and be involved in physically dangerous and confrontational situations.

Dexterity

The coordination of fine motor skills is required when operating office equipment, vehicles, taking notes, writing reports, etc.

Accountability

Actions could result in a minor loss of time or resources and could affect the work of others.

Safety of Others

A requirement of the position is to ensure the safety of residents, peers and employees.

Supervision

Supervisory responsibility is not normally part of the job requirement but there may be a requirement to show others how to perform tasks or duties.

Contacts

Has frequent contacts for investigations, discussions, often of a sensitive and confidential nature and needs to be able to influence and persuade a person or persons to co-operate and follow the legislation.

Working Conditions

Work is performed mostly outside with the unavoidable externally imposed conditions. Work involves dealing with difficult individuals and includes exposure to physically dangerous and confrontational situations.

The above statements are intended to describe the general nature and level of work being performed by the incumbent(s) of this job. They are not intended to be an exhaustive list of all responsibilities and activities required of the position.

MILEAGE RATE POLICY

The rate of reimbursement of mileage expenses shall be as follows:

1. The base rate for reimbursement of mileage, as of the date of approval of this policy, shall be \$ 0.54 per kilometer and shall be for the price of gasoline ranging from \$0.00 to \$1.39 per litre.
2. For the purpose of this policy, the price of gasoline per litre shall be the rate at the Shell Station located in Burk's Falls, and shall be used on the first day of each and every month.
3. Increases from the \$0.54 base rate shall be based on a \$0.02 increase in the rate per kilometer for each \$0.10 increments that gasoline prices increase, as per the schedule below. The minimum rate shall not be below the rate of \$0.54 per kilometer unless approved by resolution by Council.

Examples:

| PRICE OF GASOLINE PER LITRE | RATE PER KILOMETER |
|------------------------------------|---------------------------|
| From \$0.00 to \$1.39 | \$0.54 |
| From \$1.40 to \$1.49 | \$0.56 |
| From \$1.50 to \$1.59 | \$0.58 |
| From \$1.60 to \$1.69 | \$0.60 |
| From \$1.70 to \$1.79 | \$0.62 |
| From \$1.80 to \$1.89 | \$0.64 |
| From \$1.90 to \$1.99 | \$0.66 |
| From \$2.00 to \$2.09 | \$0.68 |
| From \$2.10 to \$2.19 | \$0.70 |
| From \$2.20 to \$2.29 | \$0.72 |
| From \$2.30 to \$2.39 | \$0.74 |
| From \$2.40 to \$2.49 | \$0.76 |
| From \$2.50 to \$2.59 | \$0.78 |
| From \$2.60 to \$2.69 | \$0.80 |
| From \$2.70 to \$2.79 | \$0.82 |
| From \$2.80 to \$2.89 | \$0.84 |
| From \$2.90 to \$2.99 | \$0.86 |
| From \$3.00 to \$3.09 | \$0.88 |