THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW NO. 2021 - 62

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** Caitlin Deevey 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 signed Contract Agreement, attached as Schedule A, forms part of this By-law.
4. **THAT** the Job Description, attached, does not form part of this By-law and is for information purposes only. The Job Description may be amended from time to time at the discretion of the CAO/Clerk with written notification to the BLEO. Changes to the job description does not offend this By-law nor warrant the passing of a new By-law.
5. **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.
6. **THAT** Caitlin Deevey shall be deemed to be an Officer and Representative of the Municipal Corporation when acting in the scope of her duties.
7. **THAT** Caitlin Deevey has the authority to appoint and/or designate another person to fulfill the duties of this position with written approval of the CAO/Clerk.
8. **THAT** this By-law shall come into force and effect on the date of its passing.
9. **THAT** By-law 2019-27 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 24th day of November 2021.

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

Mayor

Clerk

SCHEDULE "A"
CONTRACT AGREEMENT

THE MUNICIPALITY OF MAGNETAWAN
BY-LAW 2021- 102
APPOINT A MUNICIPAL BY-LAW ENFORCEMENT OFFICER

Between
The Municipality of Magnetawan
(Municipality)
and
Ms. Caitlin Deevey
(BLEO)

The parties hereto agree as follows:

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 will be responsible for the duties set out in the Job Description, (attached), which may be amended from time to time, and other duties which may be assigned from time to time in relation to the enforcement area.

3. The BLEO agrees that they will at all times faithfully and to the best of their skill, abilities, expertise and education, perform these duties.

Compensation

1. As full compensation for all services provided by Ms. Caitlin Deevey, the Municipality shall pay or cause to be paid to Ms. Caitlin Deevey an hourly rate of $34.00 per hour to be paid as per invoiced.

2. Mileage to be paid at the same rate of municipal employees.

3. The Municipality shall deduct all required government deductions including, but not without limiting the generality of the foregoing, income tax, employment insurance, Canada Pension Plan, etc.

4. If required by law, the Municipality agrees to pay any Workplace Safety and Insurance board premiums.

5. The Municipality agrees to pay $20 per pay period for use of a cell phone, unless one is provided by the Municipality.

6. The Municipality agrees to pay, on a pro-rated basis, for: training, uniform, supplies etc. as needed to fulfill the obligations of the position.

Working Hours

1. Preventative and complaint-oriented service provided for twenty (20) hours a week, based on need.

2. It is agreed that weekend and or evening work may be required. The BLEO agrees to be flexible to accommodate need.

Other

1. Ms. Caitlin Deevey warrants that she has no driving convictions except as disclosed to the Municipality in writing and possesses a valid Ontario Drivers Licence. Ms. Caitlin Deevey consents to a search of driving record by the Municipality at its sole discretion. The existence of convictions not disclosed or lack of the required licence shall constitute cause for termination without notice.

2. Ms. Caitlin Deevey 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 if requested. The existence of convictions not disclosed or failure to provide the record search shall constitute cause for termination without notice.

Termination

1. In the event that this Agreement is terminated by either party for any reason, other than specifically stated, either party will provide the other with one (1) month notice in writing.

Renewal of Contract

1. Any renewal of this contract must be in writing, or it shall have no effect and be void.

2. This Agreement will be revisited and up for renewal three (3) years from January 01, 2022.

Governing Law

1. This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada.

Modification of the Agreement

1. Any modification of the Agreement must be in writing and signed by the parties hereto or it shall have no effect and shall be void notwithstanding, job duties may be modified as needed.

Entire Agreement

1. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained in this contract and cancels and supersedes any prior understandings and agreements between other parties with respect to the subject matter of this contract.

Dated: November 24, 2021

Mayor

Clerk

Caitlin Deevey

MUNICIPAL BY-LAW ENFORCEMENT OFFICER
JOB DESCRIPTION
May be amended by the CAO/Clerk and changes provided to the BLEO in writing

Corporation of the
Municipality of Magnetawan *Incorporated 2000 District of Parry Sound*

Tel:(705) 387-3947
Fax: (705) 387-4875
www.magnetawan.com
P.O. Box 70, Magnetawan, Ontario P0A 1P0

JOB TITLE: By-law Enforcement Officer	**CLASSIFICATION:** Contract
DEPARTMENT: By-law	**REPORTS TO:** CAO/Clerk

POSITION SUMMARY

The By-Law Enforcement Officer is responsible for enforcing provincial statute, municipal by-laws and providing public information to ensure the protection of residents, property and employees. The By-law Enforcement Officer provides inspection and enforcement services pertaining to Legislated Statutes and/or for the By-laws of the Corporation. Maintains confidentiality in all aspects of the position and will be designated as a "Provincial Offences Officer" for the Municipality.

DUTIES & RESPONSIBILITES

1. To provide a variety of inspection, advisory and enforcement services pertaining to federal, provincial, and/or municipal legislation including the by-laws of the municipality.
2. Designated as the Provincial Offences Officer under legislation for legal action.
3. Designated as the Animal Control Officer, Weed Inspector, and Property Standards Officer. Other designations as may be required.
4. Respond to complaints and inquiries from the public, staff, outside agencies and other enforcement or inspection units regarding regulatory by-laws, in a responsible and timely fashion.
5. Provides information on by-laws and enforcement conditions.
6. Enforces by-laws through court action when necessary, including preparation of a proper crown brief, notification of witnesses, collection of evidence, obtain witness statements, prepare and swear to informations/affidavits/summons/subpoenas and provide service of same as required.
7. To observe, make notes and be prepared to charge and give testimony in Provincial Offences Court.
8. 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.
9. Must have a system in place to receive complaints 24 hours a day.
10. Understands and adheres to established guidelines, methods, or procedures.
11. Responsible for accurate and complete record keeping as required.
12. Must work in compliance with Occupational Health, Safety and Workplace Policies and Procedures as well as established industry guidelines.
13. Must work in compliance with the Municipality's Human Resources Policies including Staff Code of Conduct.
14. Performs other duties as mandated which may include enforcement of federal and/or provincial statues as required.
15. Performs such other related duties and/or special projects as may reasonably be required by the CAO/Clerk.
16. Attend and presents quarterly written reports to Council.

SUPERVISION REQUIREMENTS

This position has the authority to appoint and/or designate another person to fulfill the duties of this position with written approval from the CAO.

CREDENTIALS/EXPERIENCE REQUIRED

1. Must have successfully completed a relevant diploma from a recognized post-secondary institution or equivalent.
2. Minimum 2 years Municipal By-law Enforcement Experience or related field.
3. Must have excellent verbal and written communication skills and ability to relate to elected officials, peers, and the public in a professional manner.
4. Must have a good understanding of regulatory by-laws legislation and rules.
5. Must have a good knowledge of investigation, note taking and evidence gathering techniques.
6. 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.
7. Must maintain confidentiality.
8. Must have a good knowledge of court processes and procedures and emergency response techniques.
9. Must provide a clean criminal records check and maintain same.
10. Must have a valid G driver's license and access to a vehicle.

PHYSICAL DEMANDS AND WORKING CONIDITIONS

1. Must be in good physical health, and capable of performing all work, including occasional lifting, pushing, and pulling objects (25 kg).
2. Work in all types of weather, times, and environmental conditions.
3. 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.
4. Weekend and/or evening patrol as necessary.
5. 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.
6. The coordination of fine motor skills is required when operating office equipment, vehicles, taking notes, writing reports, etc.