

Third Reading

No 25-10

Council of the Corporation of the Township of Wollaston session June 22nd, 2010.

Moved by *Robert Earl* Seconded by *Ron Earl*

That a by-law to authorize the execution of a By-Law Enforcement Officer Agreement between the Corporation of the Township of Wollaston and the Corporation of the Township of Faraday

As reported by the committee of the Whole be read a third time, passed and numbered 06-10 and that said by-law be signed by the Reeve and Clerk, sealed with the seal of the Corporation, and be engrossed in the by-law book.

Carried,

Dan McCaw

Second Reading

No 25-10

Council of the Corporation of the Township of Wollaston Session, June 22nd, 2010

Moved by *R. B. Li* Seconded by *Robert Earl*

That a by-law to authorize the execution of a By-Law Enforcement Officer Agreement between the Corporation of the Township of Wollaston and the Corporation of the Township of Faraday

Be read a second time and be referred to a committee of the whole council.

Carried,

Dan McCaw

First Reading

No 25-10

Council of the Corporation of the Township of Wollaston Session June 22nd, 2010

Moved by *Ron Earl* Seconded by *R. B. Li*

That a by-law to authorize the execution of a By-Law Enforcement Officer Agreement between the Corporation of the Township of Wollaston and the Corporation of the Township of Faraday

Carried

Dan McCaw

The Corporation of the Township of Wollaston

By-Law 25-10

Being a By-Law authorizing execution of an Agreement between the Corporation of the Township of Wollaston and the Corporation of the Township of Faraday.

WHEREAS the Municipal Councils of the Corporation of the Township of Faraday and the Corporation of the Township of Wollaston wish to enter into an agreement to provide for the Joint Hiring of a By-Law Enforcement Officer;

AND WHEREAS the Municipal Council of the Corporation of the Township of Faraday and the Corporation of the Township of Wollaston have the authority conferred upon them by the Municipal Act, 2001, c.25, Section 20 (1), for entering into such agreements;

NOW THEREFORE The Council of the Corporation of the Township of Wollaston does enact as follows:

1. **THAT** the Reeve and the Clerk be and are hereby authorized to execute an agreement with the Corporation of the Township of Faraday under the terms and conditions set out in said agreement hereto annexed and forming Part of this By-Law.
2. **THAT** this By-Law shall come into force and take effect on the 1st day of June, 2010 and that all former By-Laws governing such matters are hereby repealed.

READ a first, second and third time and finally passed this 22nd day of June, 2010.


Dan McCaw, Reeve


Christine FitzSimons, CAO/Clerk

257

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF FARADAY

OF THE FIRST PART

-and-

THE CORPORATION OF THE TOWNSHIP OF WOLLASTON

OF THE SECOND PART

WHEREAS pursuant to the Municipal Act, 2001, c.25, Section 20 (1), a municipality may enter into an agreement with one or more municipalities or local bodies, as defined in section 19, or a combination of both to jointly provide, for their joint benefit, any matter which all of them have the power within their own boundaries;

AND WHEREAS pursuant to the Municipal Act, 2001, S.O. 2001, c.25, Section 5 (3), states that a municipal power, including a municipality's capacity, rights, powers and privileges under Section 9, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

AND WHEREAS the Council of the Corporation of the Township of Faraday and the Council of the Corporation of the Township of Wollaston deem it necessary to employ the services of a By-Law Enforcement Officer;

NOW THEREFORE the parties hereto respectfully covenant and agree with each other as follows:

1. **DEFINITIONS**


- i) By-Law Enforcement Officer shall mean the person appointed to enforce the by-laws of the municipality;
2. That the Township of Faraday and the Township of Wollaston shall hereby agree to share the services of the By-Law Enforcement Officer subject to the terms and conditions contained herein.
3. i) That the position of By-Law Enforcement Officer shall be classified as the Head of the By-Law Enforcement Department, and the salary negotiated shall be based on sixteen (16) hour work week.
ii) That for employment purposes the By-Law Enforcement Officer shall be considered an employee of the Township of Faraday, and as such shall be eligible for all benefits offered to the employees of the Township of Faraday.
iii) That the Township of Faraday shall charge out to the Township of Wollaston the services of the By-Law Enforcement Officer as per the terms of Schedule "A" attached hereto.
iv) That the cost of any training programs and seminars shall be shared equally between the Township of Faraday and the Township of Wollaston.

4. That the By-Law Enforcement Officer shall be in the Township of Wollaston on the following day: _____ during regular office hours.
5. That the By-Law Enforcement Officer shall be in the Township of Faraday on the following day: _____ during regular office hours.
6. Notwithstanding Section 4 and 5, the By-Law Enforcement Officer may answer questions and conduct investigations in either of the municipalities, party to this agreement, at any time while employed under the terms of this agreement.
7. That each municipality will receive all correspondence in respect to By-Law Enforcement matters in the respective municipality.
8. That the By-Law Enforcement Officer responsibilities will be set out in each municipality's Appointment By-Law.
9. This agreement shall be renewed automatically on January 1, of each year.
10. That this agreement may be terminated three (3) months after the giving of notice by either party to the other parties by registered mail, but no notice shall be given one (1) year after the date of this Agreement takes effect.
11. Schedule "A" attached hereto shall form part of this agreement.
12. The parties agree that they shall pass all necessary By-Laws to give full force and effect to this Agreement.
13. This Agreement shall take effect June 1st, 2010. *CSF*

IN WITNESS WHEREOF the said Corporations have hereunto affixed their Corporate Seal attested by the hands of the proper signing authorities this the 5th day of May, 2010. *CSF*


**THE CORPORATION OF THE
TOWNSHIP OF FARADAY**


C. A. Tinney - Reeve


B. Voder - Clerk

**THE CORPORATION OF THE
TOWNSHIP OF WOLLASTON**


D. McCaw - Reeve


C. FitzSimons - CAO/Clerk

SCHEDULE "A"

- a) The regular office hours for the By-Law Enforcement Officer shall be 16 hours per work week 52 weeks x 16 = 832 hours per year

Summary of Payroll Costs:

Salary	\$ 17,305.60
EI	\$ 250.17
EHT	\$ 163.63
WSIB	\$ <u>180.55</u>
Total	\$ 17,899.95

$\$ 17,899.95 / 832 = \$ 21.52$ per hour

- b) The Township of Faraday will charge out the services of the By-Law Enforcement Officer at a rate of \$21.52 per hour and \$0.52 per km for the year 2010.
- c) The By-Law Enforcement Officer shall take time off in lieu of overtime.
- d) Invoices will be issued monthly by the Township of Faraday to the Township of Wollaston for the actual hours and km that the service is used. (These hours and km will be calculated by the By-Law Enforcement Officer)

THE CORPORATION OF THE TOWNSHIP OF FARADAY

BY-LAW NO: 20-2010

Being a By-Law authorizing execution of an Agreement
Between The Corporation of the Township of Wollaston
and The Corporation of the Township of Faraday

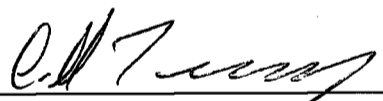
WHEREAS the Municipal Councils of the Corporation of the Township of Faraday and The Township of Wollaston wish to enter into an agreement to provide for the Joint-Hiring of a By-Law Enforcement Officer.

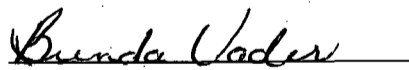
AND WHEREAS the Municipal Council of the Corporation of the Township of Faraday and The Corporation of the Township of Wollaston have the authority conferred upon them by the Municipal Act, 2001, c.25, Section 20 (1) , for entering into such agreements;

NOW THEREFORE the Council of the Township of Faraday hereby enacts as follows:


1. That the Reeve and the Clerk be and are hereby authorized to execute an Agreement with the Corporation of the Township of Wollaston under The terms and conditions set out in said agreement hereto annexed and forming Part of this By-Law.
2. This By-Law shall come into force and take effect on the 1st day of June, 2010, and that all former By-Laws governing such matters are hereby repealed.

Read a First, Second, and Third time, and passed on this the 7th Day of July, 2010


C. A. Tinney - Reeve


Brenda Vader - Clerk

I, Brenda Vader, Clerk of the Township of Faraday do hereby certify this to be a true copy of By-Law No. 20-2010 as passed in an open meeting of Council held on July 7, 2010 at the Township of Faraday Municipal Office.


Brenda Vader, Clerk