

The Corporation of the Township of Wollaston

By-law 20-16

Being a By-Law to Appoint a By-Law Enforcement and Canine Control Officer for the
Township of Wollaston

WHEREAS Section 227 of the Municipal Act, 2001, as amended, authorizes the appointment of such officers and employees as are necessary to implement council's decisions and to carry out duties as assigned by the municipality;

AND WHEREAS Section 15 of the Police Services Act, as amended, authorizes the appointment of municipal by-law enforcement officers, who shall be peace officers, for the purpose of enforcing the by-laws of the municipality;

AND WHEREAS Section 1 of the Provincial Offences Act, as amended, provides that a by-law enforcement officer of any municipality or of any local board of any municipality, while in the discharge of his or her duties, shall have the same meaning as "provincial offences officer";

AND WHEREAS Council deems it expedient to appoint a By-Law Enforcement and Canine Control Officer;

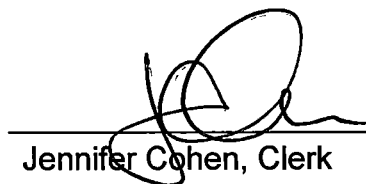
NOW THEREFORE the Council of the Corporation of the Township of Wollaston enacts as follows:

1. That Rob Elstone is hereby appointed as By-Law Enforcement and Canine Control Officer for the Township of Wollaston.
2. That the By-Law Enforcement and Canine Control Officer shall be responsible for carrying into effect and enforcing the provisions of the municipal by-laws;
3. That the duties and responsibilities of this position shall be contained in the Agreement and Job Description attached as Schedules hereto, and forming part of this by-law
4. That this by-law shall come into force and take effect upon the final passage by the Council of the Township of Wollaston
5. That this by-law repeals all previous by-law and/or motions of Council pertaining to same.

Passed this 10th day of May, 2016.



Graham Blair, Reeve



Jennifer Cohen, Clerk

The Corporation of the Township of Wollaston

Schedule "A" to By-law 20-16

THIS AGREEMENT made between

The Corporation of the Township of Wollaston (the "Township")

and

Rob Elstone, (the "Employee").

WHEREAS the Township desires to obtain the benefit of the services of a By-Law Enforcement Officer, a Canine Control Officer, and a Livestock Evaluator; and the Employee desires to render such services on the terms and conditions set forth. This Agreement shall be effective as of the 10th day of May, 2016.

IN CONSIDERATION of the promises and other good and valuable consideration (the sufficiency and receipt of which are hereby acknowledged) the parties agree as follows:

1. Employment

The Employee agrees that he will at all times faithfully, industriously, and to the best of his skill, ability, experience and talents, perform all of the duties required of his position. In carrying out these duties and responsibilities, the Employee shall comply with all Township policies, procedures, rules and regulations, both written and oral, as are announced by the Township from time to time. It is also understood and agreed to by the Employee that his assignment, duties and responsibilities and reporting arrangements may be changed by the Township in its sole discretion without causing termination of this agreement.

2. Position Title

As the By-Law Enforcement Officer, a Canine Control Officer, and a Livestock Evaluator, the Employee is required to perform the duties and responsibilities as detailed in Schedule B attached.

3. Hours of Work

The Employee agrees to be available to respond to requests for Canine Control Services on an as needed basis at any time. The Employee agrees to provide By-Law Enforcement and Livestock Evaluator services to the Township by appointment during business hours and in evenings or weekends if absolutely necessary.

4. Compensation

As compensation for remaining on "Standby", the Township shall pay the Employee \$50.00 every two weeks.

All hours worked performing duties as Canine Control Officer, By-Law Enforcement Officer or Livestock Evaluator shall be billed hourly at a rate of \$20.00 per hour during the probation period (90 days) after which time the rate shall increase to \$22.50 per hour.

This rate shall be charged from the time the Employee responds to the call for service until the Employee returns to the pre-call location. Time sheets, indicating the number of hours worked, kilometers driven and details of the nature of the work, shall be submitted every second Friday for services rendered in the previous period. Wages will be processed and paid the following week for all hours worked plus the stand by fee.

The Employee will be reimbursed for the use of his vehicle while on Township business within the Township at the rate of \$0.52 per kilometer. Mileage shall be charged from the location from which the Employee responds to the call for service until the Employee returns to the pre-call location. Payment of mileage expenses will be processed on a monthly basis and issued by cheque.

5. Insurance

The Employee will be included under the Township's Commercial Liability and Errors and Omissions liability insurance while performing duties for or in association with the Township.

As an employee of the Township of Wollaston, the Township shall submit the required payroll deductions on behalf of the Employee to the Workers Safety and Insurance Board, Employment Insurance and the Canada Pension Plan.

6. Termination

Either party to this Agreement wishing to withdraw from this Agreement shall give a minimum of four months written notice to the other party.

The employee agrees to return any property of the Township of Wollaston at the time of termination.

7. Entire Agreement

This agreement contains the entire agreement between the parties, superseding in all respects any and all prior oral or written agreements or understandings pertaining to the Agreement with the Employee by the Township and shall be amended or modified only by written instrument signed by both of the parties hereto.

8. Severability

The parties hereto agree that in the event any article or part thereof of this agreement is held to be unenforceable or invalid then said article or part shall be struck and all remaining provision shall remain in full force and effect.


IN WITNESS WHEREOF the Township has caused this agreement to be executed by its duly authorized officers and the Employee has set his hand, this 10th day of May, 2016.



Rob Elstone



Graham Blair, Reeve



Jennifer Cohen, Clerk

The Corporation of the Township of Wollaston

**By-law 20-16
Schedule "B"
Job Description**

Position Title: **By-Law Enforcement and Canine Control Officer, Livestock Evaluator**

Work Relationship:
Responsible to Township Clerk

Purpose of Position:
The By-Law Enforcement and Canine Control Officer is responsible for the administration and enforcement of the provisions of Municipal By-Laws including the zoning by-law, property standards by-law and the animal control by-laws.

Major Responsibilities:

By-Law Enforcement

- Work with the Chief Building Official/By-Law Enforcement Officer to investigate, administer and enforce applicable by-laws and legislation
- Issue warnings and/or tickets and/or orders under appropriate municipal by-laws.
- Recommend corrective action in accordance with the policies and procedures set by Council through compliance orders and correspondence; monitor compliance; recommend legal action where required.
- Prepare legal briefs and attend court hearings as required.
- Prepare and submit time sheets recording hours worked and mileage as required
- Perform related duties as assigned

Canine Control

- Respond to calls regarding dog problems.
- Transport stray dogs, dogs running-at large or dogs seized to the Municipal Dog Pound, pursuant to the procedures of the Municipal Dog Pound Board
- Issue warnings and/or tickets for Set Fines-Provincial Offences Act under appropriate municipal by-laws
- Prepare and submit time sheets recording hours worked and mileage as required
- Perform relate duties as assigned

Livestock Evaluator

- Respond to calls of livestock losses attributable to attacks by wolves, coyotes or dogs.
- Conduct investigations assessing the extent and amount of livestock damage and determine an award regarding livestock claims pursuant to the Ontario Livestock, Poultry and Honey Bee Protection Act.
- Prepare and submit time sheets recording hours worked and mileage as required
- Perform relate duties as assigned