

THIS AGREEMENT made in triplicate this 7 day of May, 1997

BETWEEN:

THE CORPORATION OF THE TOWN OF PELHAM

hereinafter referred to as "the Corporation

- AND -

WILLIAM SMITH

WHEREAS the Corporation desires to engage the services of William Smith as it's By-law Enforcement Officer and William Smith desires to accept the Corporation's engagement all upon the terms and conditions herein contained:

NOW AND THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto, in consideration of the mutual covenants and agreements hereinafter set-forth, covenant and agree with each other as follows:

1. The Corporation hereby appoints William Smith, on a part-time basis, to the position of By-law Enforcement Officer (Part-Time) of the Town of Pelham for the period commencing May 6, 1997 and ending May 5, 1998.
2. William Smith shall well and faithfully perform all the duties of By-law Enforcement Officer as provided in the job description, Policies and Work Step Procedures and shall report to, and take direction from, the Corporation's Director of Building & Enforcement Services.
3. For the above term of employment by the Corporation as By-law Enforcement Officer, the Corporation shall pay William Smith an hourly rate of \$16.50 together with such expenses as are hereinafter set-forth.
4. William Smith acknowledges that the total hours of work shall be determined by the Corporation in consultation with William Smith and may be adjusted from time to time as the caseload requires.
5. The Corporation shall pay William Smith a mileage allowance at the rate of 29.7 cents per kilometer for William Smith to provide his own vehicle for the performance of his duties only within the municipal boundaries of the Corporation and that the allowance shall constitute the full extent of expenses paid by the Corporation to William Smith for the provision of a vehicle.
6. The Corporation shall pay William Smith one third of a "paid up" cellular telephone service charge for use of his own cellular telephone unit in the performance of the duties included in this agreement.
7. The Corporation shall provide all resources for court prosecutions and the Corporation and William Smith agree that the Corporation will pay William Smith the hourly wage and mileage allowance above for attendance at any court proceedings related to the performance of his duties.
8. The Corporation shall provide, exclusive of vehicle and other transportation, all materials, forms, secretarial work and support staff necessary for William Smith to effectively and efficiently carry out his duties.
9. William Smith acknowledges that the Corporation may terminate this Agreement at any time without notice or compensation in lieu thereof for just cause.
10. The Corporation acknowledges that William Smith may terminate this Agreement, without cause, at any time upon first giving three (3) months' notice in writing. William Smith acknowledges that in such a case he shall be entitled to no compensation or benefits under this Agreement upon the expiry of the said three (3) months.
11. William Smith acknowledges that the Corporation may also terminate this agreement without cause and that in such an event the Corporation shall pay, in lieu of notice, to William Smith, compensation equal to 70 hours wages and that upon such payment William Smith shall have no further claim or claims against the Corporation for such termination.

12. Upon the termination of this Agreement, William Smith hereby expressly waives and releases any and all rights, claims and interests whatsoever which he now has, or may have in future, arising out of this Agreement or his employment save as to those expressly provided in this Agreement and he does hereby discharge the Corporation from all liabilities therefore and this provision may be pleaded as a full and effective answer and estoppel to any such claims which he may assert in any civil proceeding. This provision shall be binding upon and enure to the benefit of the respective heirs, executor, administrators and successors of the parties hereto.
13. William Smith acknowledges the right of the Corporation to promulgate policies governing its employees and agrees to be bound by all such policies and procedures save and except where they specifically contradict the terms of this Agreement.
14. William Smith shall devote his agreed time and attention to the discharge of his duties under this Agreement in that he shall devote that amount of time and attention normally expected of the By-law Enforcement Officer (Part-Time) of a municipal corporation.
15. The Corporation acknowledges that William Smith may be in the employ of other persons during the term of this agreement provided such employment does not interfere with the efficient provision of his duties under this Agreement.
16. William Smith acknowledges that any trade secrets or confidential information he becomes aware of or develops in the performance of his duties under this Agreement shall be held by him in the strictest of confidence and not released without the express prior approval of the Town Council.

William Smith acknowledges that any benefits arising from the development of such trade secrets shall be the sole property of the Corporation. William Smith further acknowledges that this restriction is reasonable on the part of the Corporation and shall survive the termination of this Agreement.
17. Any notice under this Agreement shall be deemed to be valid if given in writing and delivered by hand as follows:
 - a. To the Corporation:

M. Hackett, Chief Administrative Officer
20 Pelham Town Square
P.O. Box 400
Fonthill ON L0S 1E0
 - b. To William Smith:

2276 Rosedene Road
RR 1
St. Ann's ON L0S 1Y0

or such other residential address as William Smith shall provide by letter to the Chief Administrative Officer.
18. Notwithstanding Section 1, this Agreement may be extended for a further period or periods or amended by consent, such extension or amendments to be made in writing. In the event the parties agree to extend the term of this Agreement for a further period or periods, such extension or extensions shall be confirmed in writing not later than three (3) months prior to the expiration of the initial term or any extended term as the case may be. In the event that this Agreement shall not be extended, William Smith's employment with the Corporation shall terminate at the end of the term or the extended term (if extended) unless other arrangements are made in writing with the Council of the Corporation.
19. This Agreement is not assignable, either in whole or in part.
20. This Agreement shall be governed by the laws of the Province of Ontario.

- IN WITNESS WHEREOF William Smith has hereunto placed his hand and seal and the Corporation has hereunto affixed its seal as witnessed by the hands of its proper signing officers duly authorized in that behalf the day and year first above written.

Per: B. B. B. B.
Mayor

Per: Mary Vachitt
Clerk

Shirley Mace, the
Witness

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AFFIDAVIT OF EXECUTION

CANADA) I, ERNIE CRONIER of the
PROVINCE OF ONTARIO) Town of Pelham, in the Province of Ontario
TO WIT:) MAKE OATH AND SAY:

1. THAT I was personally present and did see William Smith named in the within (or annexed) instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.
2. THAT the same was executed at the Town of Pelham, in the Province of Ontario and that I am the subscribing witness thereto.
3. THAT I know the said party and he is in my belief of the full age of eighteen years.

SWORN before me at the
Town of Pelham, in the
Province of Ontario, this
7 day of May A.D., 1997

Deborah Merette
A Commissioner for Oaths in and
for the Province of Ontario

CHERYL MICLETTE, Deputy Clerk,
Town of Pelham, a Commissioner
for taking Affidavits in the
Regional Municipality of Niagara.

**TOWN OF PELHAM
BUILDING & ENFORCEMENT SERVICES DEPARTMENT**

JOB DESCRIPTION

POSITION TITLE: By-law Enforcement Officer (Part-Time)

PRIMARY FUNCTIONS: Performs by-law enforcement duties as follow up to the Town's Complaint Policy and Procedures.

REPORT RELATIONSHIP: Reports to the Director of Building & Enforcement Services

DUTIES AND RESPONSIBILITIES:

1. Provides part-time enforcement of the Town's by-laws in accordance with the Town's policies and procedures.
2. Investigates Formal Complaints received by the Town.
3. Meets with all parties concerned including apparent offenders and complainants.
4. Provides all necessary warnings and notices both verbal and in writing as necessitated in the circumstances.
5. Issues Provincial Offence Notices as necessary for minor offences where by-laws have set fines approved.
6. Issues Informations for major offences, frequently occurring minor offences and for offences under by-laws not having set fines approved.
7. Makes court appearances as necessary for municipal prosecution.

WORKING RELATIONSHIPS:

1. WITH THE PUBLIC - responds to inquiries and complaints, maintains courteous relations while enforcing regulations strictly but tactfully, encourages self and voluntary compliance.
2. WITH OTHER TOWN STAFF - maintains harmonious relations with other staff members to coordinate activities and maintain cooperation and courtesy.
3. WITH EXTERNAL CONTACTS - usual courtesy and cooperation in obtaining and furnishing information.

QUALIFICATIONS: Completion of community college - Law & Security or equivalent experience

EXPERIENCE: 3 to 5 years in a municipal by-law enforcement department or equivalent experience.