



The Corporation of The  
**TOWN OF PELHAM**

FROM THE OFFICE OF THE TOWN CLERK

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April 13, 2010

Mrs. Tanya Lamb  
Township Clerk  
Township of Wainfleet  
P. O. Box 40  
Wainfleet, ON L0S 1V0

Dear Mrs. Lamb;

We are enclosing an original Services Agreement for the Building and By-law Enforcement Services Unit which was approved by Pelham Council by By-law #3093 (2010) on April 6, 2010.

The Agreement has been signed by the Mayor and Clerk for the Town of Pelham and is now provided for approval and signature by the Township of Wainfleet.

Following such approval, please return a signed and dated copy to this office for our records. If you have any questions in this regard, please do not hesitate to contact me.

Yours very truly,

(Mrs.) Nancy J. Bozzato, AMCT, ACST  
Town Clerk  
Secretary-Treasurer, Committee of Adjustment

Encl.



The Corporation of The  
**TOWN OF PELHAM**  
FROM THE OFFICE OF THE TOWN CLERK

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June 16, 2010

C. Scott Luey  
Acting Clerk  
Township of Wainfleet  
PO Box 40  
Wainfleet, ON L0S 1V0

Dear Mr. Luey

We are enclosing an original Services Agreement for the Building and By-law Enforcement Services Unit for your records.

If you have any questions in this regard, please do not hesitate to contact me.

Yours very truly,

*Deanne Bee*

*for.*  
(Mrs.) Nancy J. Bozzato, AMCT, ACST  
Town Clerk  
Secretary-Treasurer, Committee of Adjustment

Encl.



# TOWNSHIP OF WAINFLEET

Box 40, 19M43 Hwy #3, Wainfleet, ON L0S 1V0  
Tel: 905-899-3463 • Fax: 905-899-2340 • [www.township.wainfleet.on.ca](http://www.township.wainfleet.on.ca)

May 14<sup>th</sup>, 2010

Nancy J. Bozzato, Town Clerk  
20 Pelham Town Square  
P.O. Box 400  
Fonthill, ON L0S 1E0

Dear Ms. Bozzato:

**RE: JOINT SERVICES AGREEMENT – BUILDING & BY-LAW ENFORCEMENT SERVICES**

Enclosed are two copies of the Joint Services Agreement for Building and By-Law Enforcement Services and one copy of By-Law No. 026-2010.

Please have both copies of the agreement signed and return one to the Township. Retain the copy of By-Law No. 026-2010 for your records.

Sincerely,

C. Scott Luey  
Acting Clerk

/nld

**THE CORPORATION OF THE  
TOWNSHIP OF WAINFLEET  
BYLAW NO. 026-2010**

**COPY**

Being a bylaw to authorize the Mayor and Clerk to execute an agreement between the Corporation of the Township of Wainfleet and the Town of Pelham.

**WHEREAS** the Corporation of the Township of Wainfleet and the Town of Pelham have agreed upon the terms and conditions of a Joint Services Agreement as set out in Appendix "A" attached hereto and forming part of this bylaw;


**NOW THEREFORE** the Council of the Corporation of the Township of Wainfleet **HEREBY ENACTS AS FOLLOWS:**

1. **THAT** the Mayor and Clerk are hereby authorized and directed to execute the Joint Services Agreement attached hereto as Appendix "A";
2. **THAT** the Clerk be directed to affix the Corporate Seal thereto.

BY-LAW READ A FIRST TIME THIS 27<sup>TH</sup> DAY OF APRIL, 2010.

BY-LAW READ A SECOND TIME THIS 27<sup>TH</sup> DAY OF APRIL, 2010.

BY-LAW READ A THIRD TIME AND FINALLY PASSED THIS 11<sup>TH</sup> DAY OF MAY, 2010.

  
B. Henderson, MAYOR

  
C. S. Luey, ACTING CLERK

**APPENDIX "A"**

**SERVICES AGREEMENT  
BUILDING & BY-LAW ENFORCEMENT SERVICES UNIT**

**THIS AGREEMENT** made on this 14<sup>th</sup> day of May, 2010.

**BETWEEN:**

**THE CORPORATION OF THE TOWN OF PELHAM**

Hereinafter referred to as "Pelham"

-and-

**THE CORPORATION OF THE TOWNSHIP OF WAINFLEET**

Hereinafter referred to as "Wainfleet"

**WHEREAS** Pelham and Wainfleet (hereinafter collectively referred to as the "Municipalities") recognize the need for joint efforts in regard to the provision of the building and by-law enforcement services;

**AND WHEREAS** Pelham and Wainfleet have entered into previous agreements dealing with the provision of these joint services;

**AND WHEREAS** Pelham and Wainfleet wish to replace all previous agreements with this agreement;

**AND WHEREAS** the parties hereto recognize that cost and service efficiencies can still be achieved through the sharing of the building and by-law enforcement services of each respective municipality to create one building and by-law enforcement service for the parties (hereinafter referred to as the "Building & By-Law Enforcement Services Unit");

**AND WHEREAS** the parties have agreed to enter into this agreement to set out the terms and conditions in regard to the operation of the Building & By-Law Enforcement Services Unit for the parties;

**NOW THEREFORE THIS AGREEMENT WITNESSETH**, that in consideration of the mutual covenants and agreements herein contained the parties hereto agree as follows:

1. Each of the parties agrees that it shall pass and keep in force the necessary resolutions and by-laws and shall carry out whatever steps or procedures are necessary in order to maintain the integration of their respective building departments into the Building & By-Law Enforcement Services Unit, to carry out those specific matters as are set out in this agreement and to give full force and effect to the terms and conditions of this agreement.
2. The following services shall be provided in the administration of the Building & By-Law Enforcement Services Unit:

- (i) enforce the Building Code Act, Ontario Building Code, building by-laws and related municipal by-laws exclusive of Division B, Part 8, Sewage Systems of the Ontario Building Code;
  - (ii) comment on compliance requests with respect to work orders;
  - (iii) comment on municipal applications such as consents, zoning amendments and variances;
  - (iv) all other services incidental and necessary hereto.
3. The Manager of Building and By-Law Enforcement Services in Pelham (“Manager”) shall be responsible for the general administration of the Building & By-Law Enforcement Services Unit and each party agrees that it will pass and keep in force and effect the necessary by-law in order to appoint the Manager as each respective party’s Chief Building Official for the purpose of enforcement of the Building Code Act. The job description for the duties of the Chief Building Official to be carried out by the Manager shall be that as set out in Schedule “A” to this agreement as well as any additional duties as set out in this agreement. The job description for the duties of the Building Inspector shall be as set out in Schedule “C” to this agreement as well as any additional duties as set out in this agreement. The job description for the duties of the By-Law Enforcement Officer shall be as set out in Schedule “E” to this agreement as well as any additional duties as set out in this agreement.

The Chief Building Official is the person appointed pursuant to the Building Code Act and the parties shall recognize the independence of the Manager in his capacity as Chief Building Official as contemplated by the Building Code Act respecting the mandate of each respective council of the parties to appoint a Chief Building Official and such inspectors as are necessary for the enforcement of the Building Code Act and Ontario Building Code. The parties agree that the Chief Building Official must act as an independent individual in making decisions within the jurisdiction of the Building Code Act and the Ontario Building Code.

4. Pelham shall be responsible for the hiring of all employees necessary for the administration of the Building & By-Law Enforcement Services Unit. All those employees for whom Pelham shall be responsible shall be hired directly by Pelham and paid by Pelham and shall be considered employees of Pelham for all purposes.
5. (a) It is acknowledged by the parties that, since Pelham is responsible for the employment of all employees referred to in paragraph 4 above as well as incurring other additional costs, Pelham requires a specific commitment from Wainfleet to the terms and conditions of this agreement throughout the term of this agreement. As such the parties hereto agree that the term of this agreement shall be for a minimum two (2) year period from the time of execution of the agreement. It is further agreed that this agreement shall automatically renew for a further two (2) year period from the end of the term.

- (b) Any party to this agreement may opt out of this agreement at any time provided that it gives six (6) months notice in writing to the other party. In the event that any such party shall give the written notice as required pursuant to this agreement it shall still be required to continue to abide by the terms of this agreement for the six (6) month period including use of and payment for all the services as are being provided to that party at the time such notice is given. In this regard if Wainfleet should elect to opt out it shall pay to Pelham upon termination of this agreement all monies owing pursuant to this agreement at such time including all accrued monies owing.
6. Wainfleet will not employ any other personnel whatsoever for the purpose of carrying out any of the services subject of this agreement and which are provided to Wainfleet by Pelham unless Wainfleet has opted out of this agreement in accordance with the provisions for terminating this agreement. The parties hereto acknowledge that this provision is necessary to protect Pelham given that it has taken on the responsibility and cost of hiring additional personnel and incurring all other additional expenses in regard to the carrying out of the terms of this agreement.
7. The Manager shall be responsible for the hiring of those personnel as specified in this agreement who are to be hired by Pelham and he/she shall be ultimately responsible for the enforcement of the terms and conditions of this agreement in regard to carrying out said terms and providing the services to the parties hereto. The Manager shall be responsible for the training of all necessary personnel including ensuring that all such personnel are, where necessary, familiar with all of the policies and standards of each of the respective parties hereto.
8. It is contemplated that the Manager will, for the most part, remain in Pelham's municipal offices with administrative visits to the Wainfleet office as necessary, and that he/she will administer staff and the Building & By-Law Enforcement Services Unit primarily from the Pelham offices. It is expected that the Manager will still be required to carry out any building inspections and all relevant enforcement procedures which are necessary from time to time in order to comply with the Building Code Act and to provide service to the parties in an efficient and expedient manner.
9. Subject to the provisions of paragraph 2, the issuance of sewage system permits and inspection of private sewage systems will continue to be carried out by the Regional Municipality of Niagara's Regional Public Works Department and each party shall maintain the agreement for such services with the Regional Municipality of Niagara in good standing as long as this agreement is in effect.
10. The hours of operation of the Building & By-law Enforcement Services Unit shall be those as set out by the Manager in order to most efficiently and expediently provide the service to the parties.
11. It is agreed that the parties shall distribute the revenues and pay the expenditures from the service in accordance with Schedules "B", "D" and "F" to this agreement.

12.
  - (a) All complaints of a party to this agreement or complaints by any other person in regard to the provisions of the services shall be made in writing to the Manager with a copy of such complaint to be given to the Director of Planning & Development of Pelham and the Chief Administrative Officer of Wainfleet;
  - (b) All complaints in regard to the Manager personally shall be in writing and shall be made to the Director of Planning & Development of Pelham;
  - (c) Any complaint under 12(a) or 12(b) above which is not resolved in a manner which is satisfactory to the complainant shall be referred to a committee composed of the Mayors of each municipality, the Director of Planning & Development of Pelham and the Chief Administrative Officer of Wainfleet which committee shall mediate the matter and whose decision in regard to such complaint shall be, provided it complies with all applicable law, final and binding.
13. Each party agrees to obtain written confirmation from its insurers that it has adequate liability, errors and omissions and all other applicable insurance coverage in place to cover all personnel to be employed in the administration of the Building & By-Law Enforcement Services Unit as well as the individual parties hereto. Each party agrees to provide the other party with copies of such confirmation and agrees to maintain all such insurance coverage throughout the term of this agreement or any renewal thereof.
14. Any notice or other writing required or permitted to be given under this agreement or for the purpose hereof (referred to in this paragraph as a “notice”) to any party shall be sufficiently given if delivered personally, or if sent by prepaid registered mail or if transmitted by fax or other form of recorded communication tested prior to transmission to such party:
  - (a) in the case of notice to Pelham: To the Clerk, Town of Pelham, at 20 Pelham Town Square, Box 400, Fonthill, ON L0S 1E0; Fax no. 905-892-5055;
  - (b) in the case of notice to Wainfleet: To the Clerk, Township of Wainfleet, at P. O. Box 40, 19M43 Highway 3, Wainfleet, ON LOS 1V0; Fax no. 905-899-2340,

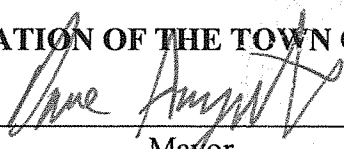
or any such address as the party to whom such writing is to be given shall have last notified the party given the same in a manner provided in this paragraph. Any notice delivered to the party to whom it is addressed as provided in this paragraph shall be deemed to have been given and received on the day it is so delivered at such address, provided that if such day is not a business day then notice shall be deemed to have been given and received on the business day next following such day. Any notice mailed as aforesaid shall be deemed to have been given and received on the fifth business day next following the date of its mailing. Any notice transmitted by fax or other form or mode of communication shall be deemed given and received on the first business day after its transmission.



15. If any provision hereof becomes illegal or unenforceable the provisions shall be deemed to be severed and the agreement shall continue as amended.
16. This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.


IN WITNESS WHEREOF the parties hereto have executed this agreement as of the date first above written.


THE CORPORATION OF THE TOWN OF PELHAM

Per:   
Mayor

Per:   
Clerk

THE CORPORATION OF THE TOWNSHIP OF WAINFLEET

Per:   
Mayor

Per:   
Clerk

## **SCHEDULE "A"**

### **JOB DESCRIPTION: CHIEF BUILDING OFFICIAL**

#### **FOR THE PURPOSES OF THE PELHAM & WAINFLEET SHARED BUILDING AND BY-LAW ENFORCEMENT SERVICES**

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<b>JOB TITLE:</b>	<b>Chief Building Official</b>	<b>JOB ID:</b>	<b>052</b>
<b>DEPARTMENT:</b>	<b>Planning and Development Services</b>	<b>JOB LEVEL:</b>	<b>6</b>
<b>DIVISION:</b>	<b>Building and By-Law Enforcement</b>		
<b>REPORTS TO:</b>	<b>Director Planning Services</b>		

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#### **JOB SUMMARY**

Plans, organizes, manages and directs the activities of the Building and Enforcement Services Department including the duties of the Chief Building Official, Municipal Law Enforcement Officer, Property Standards Officer.

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#### **QUALIFICATIONS**

##### **Education**

- Minimum 2 year College diploma in construction engineering.
- Certified Building Code Official (CBCO) or Building Code Qualified (BCQ) designation of the Ontario Building Officials Association.
- Certified in all levels of the Ministry of Housing Bill 124 requirements:
  - House
  - Small Buildings
  - Large Buildings
  - Complex Buildings
  - Structural
  - Heating Ventilation & Air Conditioning,
  - Building Services
  - Plumbing
  - Power Lighting & Detection
  - Fire Protection.

##### **Experience**

- 7 to 10 years experience in municipal building and by-law enforcement department.
- Experience in building maintenance.

##### **Other Competencies and Skills**

- Working knowledge of the Building Code Act, Ontario Building Code and any other applicable provincial and federal statutes and regulations.
- Working knowledge of the standard practices and procedures of the Ontario Court system, Provincial Offences Act, Municipal Act and related legislation.

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**TOWN OF PELHAM  
JOB DESCRIPTION**

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**JOB TITLE:** Chief Building Official  
**DEPARTMENT:** Planning and Development Services

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- Proficiency at reading and interpreting construction drawings, plans, site plans and other related specifications and information.
- Must possess a valid driver's license in good standing.
- Have the ability to deal effectively, courteously and positively with the general public, contractors and professionals in the construction industry and appointed and elected officials in a professional and confidential manner.
- Keen senses of accuracy, urgency, thoroughness and sound judgement.
- Working knowledge of computer software applications including word processing, databases and spreadsheets.

**RESPONSIBILITIES**

1. Enforces the Building Code Act, Ontario Building Code and any other applicable by-laws and policies in effect within the Town including the collection of fees for permits issued.
2. Submits reports, on a regular basis, to Council, Statistics Canada and associated agencies with respect to building activity in the Town.
3. Supervises the enforcement of all by-laws and site plan agreements of the Town (unless statutory authority provides otherwise) and prepares and presents draft by-laws to the CAO for presentation to Council regarding any regulatory matters.
4. Administers the sale of water meters and entrance culverts.
5. Assists the Director of Planning & Development in administration of zoning, including examination of plans for compliance with the Town's Zoning By-law.
6. Provides supervision, guidance and training to the Building Department staff including an annual performance appraisal.
7. Sets annual goals and objectives for the department to meet the Corporate goals and objectives.
8. Co-operates with the Municipal Freedom of Information Officer in complying with the Provincial legislation on Freedom of Information and Protection of Privacy matters.
9. Oversees the maintenance of a standardized filing system for the department.
10. Prepares the annual budget for the Building and By-law and Parking Enforcement functions.

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**TOWN OF PELHAM  
JOB DESCRIPTION**

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**JOB TITLE:** Chief Building Official  
**DEPARTMENT:** Planning and Development Services

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11. Administers the inter-municipal service sharing program to provide, under agreement with Township of Wainfleet, the Building Division function for Wainfleet providing building permit and inspection service in accordance with the Building Code Act.
12. Administers the inter-municipal service sharing program to provide, under agreement with the Townships of Wainfleet and West Lincoln, the By-law Enforcement function for Wainfleet and West Lincoln, including prosecutions in Provincial Offences Court.
13. Performs other duties as assigned by the Director of Planning & Development.

**INDEPENDENCE OF ACTION/JUDGEMENT**

- Has sole discretion for Building Code Act enforcement as statutory Chief Building Official appointee pursuant to the Building Code Act beyond the jurisdiction of Council and other officers of the corporation.
- Discretion for enforcement of the Town's policies and by-laws.
- Develops and directs major functions assuming responsibility for overall results. Makes recommendations to CAO and Council which have considerable influence at the policy level.

**CONSEQUENCES OF ERRORS/IMPACT**

- Potential errors and/or omissions may have a significant effect on internal and external relationships, embarrass the Administration and Council, involve major liability issues and consequences and have a continuing influence on the future operation of the corporation.

**WORKING WITH OTHERS**

**Inside organization**

- Works with Council and Committees to provide advice and assistance in the development and evaluation of building and by-law enforcement policies and implements and administers same.
- Works with the Director of Planning & Development to receive direction, discuss corporate policies, plans and priorities, provide advice on building and by-law enforcement matters.
- Works with town staff to maintain harmonious working relations with senior staff to coordinate activities and maintain cooperation and courtesy with others.
- Works with subordinate staff to plan, organize and assign work, direct operations, provide instruction and guidance and review performance.

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**TOWN OF PELHAM  
JOB DESCRIPTION**

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**JOB TITLE:** Chief Building Official  
**DEPARTMENT:** Planning and Development Services

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**Outside organization**

- Works with the public to respond to inquiries and complaints, and maintains courteous relations while enforcing regulations strictly but tactfully, encourages self-compliance.
- Works with the public in the partner service sharing municipalities to respond to inquiries and complaints from partner municipalities.
- Works with partner municipalities to coordinate service sharing and parking enforcement service with the administrations of the partner municipalities.
- Works with external contacts to establish the usual courtesy and cooperation in obtaining and furnishing information. Strict but tactful enforcement of regulations and by-laws.

**RESPONSIBILITY FOR HUMAN RESOURCES**

- Provides full front-line management of a team of staff varied in terms of nature of work and composition in the department both on-site and off-site, in other facilities and in the community.
- Coordinates work of several major functions of primary importance. Sets up standard of performance, coordinates operations and activities, counsels assistants on unusual problems, evaluates performance, and sees that policies and programs are carried out.

**EMPLOYEES SUPERVISED**

- Supervises the operation of the departments in Pelham and Wainfleet including full time staff consisting of one administrative assistant in each municipality, two building inspectors and municipal by-law and part time parking enforcement staff.

**PHYSICAL DEMANDS/DEXTERITY**

- Inspections and visits on construction sites requires climbing and manoeuvring around obstacles and machinery.
- Sitting for long periods of time at the office desk.

**JOB ENVIRONMENT**

- Primarily in the usual office environment with frequent inspections and site visits to construction sites and off site offices. Subject to inclement weather conditions on occasion.
- Must have regard for occupational health and safety regulations and take the necessary precautions on construction sites and other site visits.

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**TOWN OF PELHAM  
JOB DESCRIPTION**

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**JOB TITLE:** Chief Building Official  
**DEPARTMENT:** Planning and Development Services

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**MENTAL DEMANDS**

- Frequent use of persuasive or negotiating skills to convince others of need for action.
- Ability to manage conflicts within or between parties.
- Uses developed analytical skills to identify and solve issues or problems and may have to modify general approaches, considering alternative solutions.
- Moderate intensity sensory effort involving frequent attention to fine details such as plan examination and inspections.

**HOURS OF WORK**

- 35 hours per week plus nights and weekends as required to meet Ministry of Municipal Affairs and Housing building permit timeframes.

## **SCHEDULE "B"**

### **REVENUE AND EXPENSE DISTRIBUTION**

#### **SHARING OF ADMINISTRATION, COSTS AND EXPENSES**

##### **CHIEF BUILDING OFFICIAL**

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1. It is agreed that each party shall collect and retain its own revenue from all services provided pursuant to this agreement.
2. Wainfleet will pay Pelham twenty-five percent (25%) of the Manager's salary and benefits as its share of the costs of the administration of the Building & By-Law Enforcement Services Unit in Wainfleet. Pelham shall bill Wainfleet on a quarterly basis during the term of this agreement or any renewal thereof for the cost of such administration. Wainfleet agrees to pay all such invoices upon receipt. Wainfleet shall also pay Pelham one hundred percent (100%) of both the Manager's mileage charges at Pelham's mileage rate in effect from time to time and such other expenses as are necessary to operate the Building & By-Law Enforcement Services Unit in Wainfleet, as well as twenty-five percent (25%) of those general expenses of the Manager, such as association memberships, related to the department.
3. Wainfleet hereby delegates Council's authority to pay all such invoices for costs pursuant to this agreement to its Treasurer.

## **SCHEDULE "C"**

### **JOB DESCRIPTION: BUILDING INSPECTOR**

#### **FOR THE PURPOSES OF THE PELHAM & WAINFLEET SHARED BUILDING AND BY-LAW ENFORCEMENT SERVICES**

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<b>JOB TITLE:</b>	<b>Building Inspector 1</b>	<b>JOB ID:</b>	
<b>DEPARTMENT:</b>	<b>Planning and Development Services</b>	<b>JOB LEVEL:</b>	<b>5</b>
<b>DIVISION:</b>	<b>Building and By-Law Enforcement</b>		
<b>REPORTS TO:</b>	<b>Chief Building Official/Manager of Enforcement Services</b>		

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#### **JOB SUMMARY**

Assists the Chief Building Official in the performance of his duties including building inspections and plumbing inspections in the Town of Pelham and the partner municipalities involved in service sharing.

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#### **QUALIFICATIONS**

##### **Educational**

- Completion of a 2 year community college program in Construction or Architecture
- Certified to Bill 124 in the following levels:
  - House
  - Small Buildings
  - Plumbing All Buildings
  - Building Services
  - Structural

##### **Experience**

- 3 years experience in a municipal building department or related experience

##### **Other Competencies and Skills**

- Working knowledge of the Building Code Act, Ontario Building Code and other applicable law
- Proficiency at reading and interpreting construction drawings, plans, site plans and related specifications
- Possess a valid driver's licence in good standing
- Have the ability to deal effectively, courteously and positively with the general public, contractors and professionals in the industry
- Keen sense of accuracy, urgency, thoroughness and sound judgment
- Some knowledge of computer software applications



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**TOWN OF PELHAM  
JOB DESCRIPTION**

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<b>JOB TITLE</b>	<b>Building Inspector 1</b>
<b>DEPARTMENT</b>	<b>Planning and Development Services</b>

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**RESPONSIBILITIES**

1. Inspects construction in accordance with the Ontario Building Code Act and the Ontario Building Code and carries out enforcement of the said regulations to ensure compliance.
2. Maintains accurate and comprehensive records of all inspections.
3. Carries out building and plumbing inspections in service sharing partner municipalities.
4. Performs other related duties as assigned by the Chief Building Official/ Manager of By-Law Enforcement which may include by-law enforcement duties from time to time and weed inspection.
5. Reviews applications for permit and related plans and specifications for compliance with the Ontario Building Code Act, Building Code and any other applicable law in preparation for issuance of various permits by the Chief Building Official.
6. Conducts site inspections in compliance with applicable regulations under the Building Code and applicable by-laws.
7. Consults with various persons regarding compliance with provisions of the Building Code Act and applicable by-laws.
8. Consults with the Chief Building Official, as necessary, in the issuance of Orders under the Building Code Act and related regulations and by-laws.
9. Consults with the Chief Building Official, as necessary, in the preparation of documentation for prosecution activities relating to the Building Code Act and related regulations and by-laws.

**INDEPENDENCE OF ACTION/JUDGMENT**

- Some discretion with respect to enforcement of Building Code regulations and municipal by-laws

**CONSEQUENCES OF ERRORS/IMPACT**

- Potential errors and/or omissions may have an effect on external relationships, embarrass the Administration and involve liability consequences for the Town

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**TOWN OF PELHAM  
JOB DESCRIPTION**

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<b>JOB TITLE</b>	<b>Building Inspector 1</b>
<b>DEPARTMENT</b>	<b>Planning and Development Services</b>

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**WORKING WITH OTHERS**

**Inside organization**

- With members of the public - responds to enquiries and complaints - maintains courteous relations while enforcing regulations strictly but tactfully - encourages self compliance
- With other staff - maintains harmonious working relations with senior staff to coordinate activities and maintains cooperation and courtesy with others

**Outside organization**

- Usual courtesy and cooperation in obtaining and furnishing information - strict but tactful enforcement of regulations and by-laws

**RESPONSIBILITY FOR HUMAN RESOURCES**

- None

**EMPLOYEES SUPERVISED**

- None

**PHYSICAL DEMANDS/DEXTERITY**

- Inspections and visits on construction sites require climbing and maneuvering around obstacles and machinery
- Manual dexterity to complete reports, measuring and testing on sites
- Dealing with inclement weather

**JOB ENVIRONMENT**

- Frequent inspections and visits to construction sites
- Office environment to review permit applications, plans and specifications for permit issuance

**MENTAL DEMANDS**

- Persuasive or negotiating skills required to convince owners and contractors to follow regulations
- Moderate intensity sensory effort involving frequent attention to fine details such as plan review and inspection

**HOURS OF WORK**

- 35 hours per week

## **SCHEDULE "D"**

### **REVENUE AND EXPENSE DISTRIBUTION**

#### **SHARING OF ADMINISTRATION, COSTS AND EXPENSES**

##### **BUILDING INSPECTOR**

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1. It is agreed that each party shall collect and retain its own revenue from all services provided pursuant to this agreement.
2. It is agreed that Pelham will bill Wainfleet quarterly for the actual costs for the plan review and building inspections carried out in Wainfleet by the Building Inspector which costs shall be 50% of the Building Inspector's annual salary plus benefits as well as fifty percent (50%) of those general expenses of the Inspector, such as association memberships, related to the department.
3. Wainfleet shall pay Pelham 50% of all costs associated with regular maintenance, including but not limited to fuel and insurance, as well as \$2,000.00 per year as a capital contribution to Pelham's vehicle reserve for the use of the Building Inspector's vehicle while the Building Inspector is carrying out his or her duties in Wainfleet.
4. Wainfleet hereby delegates Council's authority to pay all such invoices for costs pursuant to this agreement to its Treasurer.

## **SCHEDULE “E”**

### **JOB DESCRIPTION: BY-LAW ENFORCEMENT OFFICER**

#### **FOR THE PURPOSES OF THE PELHAM & WAINFLEET SHARED BUILDING AND BY-LAW ENFORCEMENT SERVICES**

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<b>JOB TITLE:</b>	<b>By-law Enforcement Officer</b>	<b>JOB ID: TPPR09</b>
<b>DEPARTMENT:</b>	<b>Planning and Development Services</b>	<b>JOB LEVEL: 4</b>
<b>DIVISION:</b>	<b>Building and Enforcement</b>	
<b>REPORTS TO:</b>	<b>Chief Building Official/Manager of Enforcement Services</b>	

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#### **JOB SUMMARY**

Under general direction of the Chief Building Official/Manager of By-Law Services, be responsible for the enforcement of all Town of Pelham regulatory By-laws including Parking Control, Noise, Sign, Clean Yards, Property Standards, etc.

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#### **QUALIFICATIONS**

##### **Education**

- Two year Community College Diploma in the Law and Security Program, A basic Training Certificate from the Municipal Law Enforcement Officers Association (MLEO).
- Possess valid First Aid and CPR certificates

##### **Knowledge/Experience**

- Minimum of three years of experience in a Municipal By-Law Enforcement or related experience.

##### **Other Competencies and Skills**

- Working knowledge of Municipal By-laws, Provincial Offenses Act and relevant Acts
- Excellent written, communications and conflict resolution skills
- Analytical and problem solving skills
- Working knowledge of government legislation
- Have the ability to deal effectively, courteously and positively with the public, contractors, and fellow employees
- Strong organizational skills to prioritize
- Knowledge of computer software applications
- Ability to work with limited supervision

##### **Special Conditions**

- Must possess a valid class “G” Driver’s Licence
- It is the employee’s responsibility to possess and maintain a valid and restriction-free Driver’s Licence of appropriate class to carry out the duties of the job.

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**TOWN OF PELHAM  
JOB DESCRIPTION**

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<b>JOB TITLE</b>	<b>By-law Enforcement Officer</b>
<b>DEPARTMENT</b>	<b>Planning and Development Services</b>

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**RESPONSIBILITIES**

1. Respond to inquiries and complaints from Council, staff, and members of the public on the telephone, e-mail and in person
2. Attend areas of concern and determine whether or not an infraction exists.
3. Contact and advise property owner or party responsible for infraction requirements of By-law and advise them of an appropriate timetable for compliance.
4. Ensure accurate and complete records of all interactions.
5. Re-visit site to determine compliance or recommend level of punitive action.
6. Handle all parking complaints and respond as necessary.
7. Ensure all legal requirements are met when dealing with enforcement issues.
8. Ensure files contain all necessary documentation and background.
9. Confer with the public and staff to resolve problems and ensure that all relevant information is available.
10. Determine resolution or path of least resistance to problem and communicate with all parties to end the issue.
11. Ensure that information given is accurate and understood.
12. Provide information and assistance in a courteous manner.
13. Attend continuing education to remain current.
14. Other duties as required.

**INDEPENDENCE OF ACTION/JUDGMENT**

- Work with minimal supervision
- Some discretion with respect to enforcement of municipal By-laws.

**CONSEQUENCES OF ERRORS/IMPACT**

- Legal and/or liability issues.
- Financial implications to the Town of Pelham.

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**TOWN OF PELHAM  
JOB DESCRIPTION**

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<b>JOB TITLE</b>	<b>By-law Enforcement Officer</b>
<b>DEPARTMENT</b>	<b>Planning and Development Services</b>

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**WORKING WITH OTHERS**

**Inside organization**

- Maintain harmonious working relations, courtesy and cooperation with staff.

**Outside organization**

- With members of the public – responds to enquiries and complaints – maintains courteous relations while enforcing regulations strictly but tactfully.
- With other government agencies – respond to enquiries and provide required information in a courteous and timely manner.

**RESPONSIBILITY FOR HUMAN RESOURCES**

- Day to day supervision of the parking enforcement officers.
- Clarifies roles, responsibilities and expected results.
- Monitors outputs for overall quality, identifying remedial action that must be taken
- Handles performance issues related to quality and timeliness of deliverables. As needed, initiates discussion with the responsible manager when performance issues cannot be successfully resolved.

**EMPLOYEES SUPERVISED**

- Full-time – None
- Part-time – 1 -2

**MENTAL/CONCENTRATION DEMANDS**

- Lack of control over pace of the work, continually balancing work demands, changing priorities and time pressures.
- Persuasive or negotiating skills required to convince owners to follow regulations.

**PHYSICAL DEMANDS/DEXTERITY**

- Dealing with inclement weather.
- Manual dexterity to complete reports.

**JOB ENVIRONMENT**

- Working within time constraints.
- Working in open office.
- Occasional nights and weekends.

**HOURS OF WORK**

- 35 hours per week

## **SCHEDULE "F"**

### **REVENUE AND EXPENSE DISTRIBUTION**

#### **SHARING OF ADMINISTRATION, COSTS AND EXPENSES**

##### **BY-LAW ENFORCEMENT OFFICER**

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1. It is agreed that each party shall collect and retain its own revenue from all services provided pursuant to this agreement.
2. It is agreed that Pelham will bill Wainfleet quarterly for the actual costs for the enforcement of the Townships by-laws carried out in Wainfleet by the By-Law Enforcement Officer which costs shall be 20% of the By-Law Enforcement Officer's annual salary plus benefits. In the event that the time required for the By-Law Enforcement Officer to carry out the duties in Wainfleet exceeds the allotted 20% of the By-Law Enforcement Officer's time Wainfleet shall pay Pelham in addition to the above amount the fees for the By-Law Enforcement Officer at his/her hourly rate then in effect plus 30% to cover benefits and overhead.
3. Wainfleet shall pay Pelham 20% of all costs associated with regular maintenance, including but not limited to fuel and insurance, as well as \$400.00 per year as a capital contribution to Pelham's vehicle reserve for the use of the By-Law Enforcement Officer's vehicle while the By-Law Enforcement Officer is carrying out his or her duties in Wainfleet.
4. Wainfleet hereby delegates Council's authority to pay all such invoices for costs pursuant to this agreement to its Treasurer.