

**THE CORPORATION OF THE MUNICIPALITY OF WEST GREY**

**BY-LAW NUMBER 7 - 2014**

**BEING**, a by-law to provide for remuneration for contract employees of the municipality and to determine the conditions of employment;

**WHEREAS**, the Municipal Act, S.O. 2001, Chapter 25, section 227, establishes the role of the officers and employees of the municipality;

**AND WHEREAS**, Section 3(2) of the Building Code Act S.O. 1992 c.23, as amended, authorizes councils of municipalities to appoint chief building officials and such inspectors as are necessary for the enforcement of the Act, in the areas in which the municipality has jurisdiction;

**NOW THEREFORE THE CORPORATION OF THE MUNICIPALITY OF WEST GREY ENACTS AS FOLLOWS:**

1. That the Municipality of West Grey hereby engages the services of Leslie Donald MacKinnon as a contracted employee, in the capacity of Environmental Health Officer/On-Site Sewage System Inspector pursuant to Part 3, Section 3(2) of the Building Code Act S.O. 1992 c.23, as amended, to conduct on-site sewage system inspections, and review of submitted applications, on a part-time as needed basis, as described in Schedule "A".
2. That Leslie Donald MacKinnon be hired by contract for the period of time set out in Schedule "A".
3. That Schedule "A" – Contract Employment Agreement and Schedule "B" - Fee Schedule attached hereto form part of this by-law.
4. That By-law Number 53-2011 is hereby rescinded.
5. This by-law shall take full force and effect on the date of passing thereof.

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Read a first and second time this 6<sup>th</sup> day of January, 2014.

Read a third time and finally passed this 6<sup>th</sup> day of January, 2014.

\_\_\_\_\_  
(SIGNED)  
Kevin Eccles, Mayor

\_\_\_\_\_  
(SIGNED)  
Mark Turner, Clerk/Acting CAO

**SCHEDULE "A" TO BY-LAW NUMBER 7 - 2014**

**CONTRACT EMPLOYMENT AGREEMENT**

This agreement made in triplicate this 6<sup>th</sup> day of January, 2014.

**BETWEEN:**

**THE CORPORATION OF THE MUNICIPALITY OF WEST GREY  
(Hereinafter called the "Municipality")**

**AND**

**LESLIE DONALD MACKINNON  
(Hereinafter called the "Contractor")**

**WHEREAS**, the Municipality requires the services of the Contractor to conduct the duties described herein, and the parties do hereto agree as follows;

**AND WHEREAS**, in consideration of this, that the Contractor shall be hired by contract and that this contract shall be subject to the following conditions;

1. The Municipality agrees to contract the services of the Contractor as an "Environmental Health Officer/On-Site Sewage Inspector" to perform plan reviews and inspections of on-site sewage systems in compliance with regulations made under the Building Code Act. The Contractor hereby agrees to diligently perform these tasks for the Municipality.
  - a) Review sewage system installation plans, advising applicants on changes necessary to achieve conformity to regulations under the Building Code Act,
  - b) Review sewage system permits for approved plans, and submit copies on a regular basis to the office of the CBO,
  - c) Conduct site inspections in compliance with regulations made under the Building Code Act,
  - d) In cases of non-compliance advises installer and applicant on needed changes,
  - e) Keep proper records of all applications received, permits and work orders issued, inspections and tests made and retain copies of all documents pertaining to the administration of his duties and ensure once the file is complete that it is brought to the municipal office for final filing and becomes the property of the Municipality.
2. The Municipality shall accept sewage system permit applications, collect applicable fees, and forward applications forthwith to the Contractor.
3. The Municipality shall maintain all records, and copies thereof, at the municipal office and shall permit the Contractor access to them as required in the course of his duties.

4. The Contractor shall receive instructions directly from the Council of the Municipality, through either written or verbal requests, and shall provide information necessary from time to time as the case may be, to the Chief Building Official, for the completion of his duties.
5. The Municipality agrees to notify the Contractor immediately, in writing, if any default in the performance of his duties occurs.
6. The Contractor agrees to furnish all equipment and labour to complete the entire work in strict accordance with the contract and will provide, at his own expense, a vehicle for the purposes of carrying out inspections or the activities required. The Contractor agrees that he is not entitled to any medical, retirement or life insurance benefits which are currently provided by the Municipality.
7. The Contractor must be willing to accept all related telephone calls for the completion of this contract, at his home.
8. The Contractor shall use due care to ensure that no person or property suffers injury or loss and that no rights are infringed as a result of the completion of the works or operations of the Contractor under this agreement. The Municipality agrees to supply any necessary insurance coverage for the Contractor, but if additional costs are experienced as a result of the coverage, the Contractor agrees to reimburse the Municipality for those additional costs.
9. The parties agree that this Agreement can be terminated by either party giving sixty (60) days written notice to the other party.
10. That in consideration of the foregoing, the Municipality agrees to pay the Contractor for services rendered as per the attached "Fee Schedule".
11. That a revenue account will be established by the Municipality into which an amount of \$25.00 will be deposited from the on-site sewage system approval fee, which amounts shall be used toward covering the tuition fees for required training for the Contractor, and the cost to the Contractor for responding to complaints relating to on-site sewage systems. Such fees shall be reimbursed to the Contractor upon submission of proper invoices.

IN WITNESS WHEREOF, the Contractor and the Municipality have hereunto signed.

I have read the information above, and do hereby agree to comply with the requirements of this Agreement for contracted employment.

\_\_\_\_\_  
Les MacKinnon, Contractor

Signed and Sealed by the Municipality of West Grey

\_\_\_\_\_  
Kevin Eccles, Mayor

\_\_\_\_\_  
Mark Turner, Clerk/Acting CAO

**SCHEDULE "B" TO BY-LAW NUMBER 7 - 2014**

**FEE SCHEDULE**

**Inspections, Reviews, Assessments & Permits**

All on-site sewage systems under 10,000 litres per day; New or replacement system, tank replacement only, leaching, bed repair, alterations.	\$270.00*
Subdivision Review & Report for each lot	\$100.00
Severance Application, Minor Variances & Report	\$100.00
Travel: Flat rate for each inspections re: sewage systems (maximum 5 inspections), subdivision, and severance.	\$ 25.00

**Extended Environmental Health Services**

1. Property Inquiry/Investigations/Site Visit	\$ 72.50
2. Decommissioning and Report	\$100.00
3. Consultation/Site Evaluation	\$ 72.50
4. Complaint/Site Visit	\$ 72.50
5. Follow-Up/Site Visit	\$ 72.50
6. Analysis/Interpretation/Recommendation	\$ 72.50
7. Report	\$ 72.50
8. Building Alteration	\$ 72.50
9. Change of Use	\$ 72.50
10. Revision or Revocation of Permit	\$100.00
11. Other	\$ 72.50

Plus HST

12. Travel – The Corporation shall reimburse the Contractor for the use of personal vehicles while on municipal business relating to Extended Environmental Health Services, at a rate equivalent to the rate per kilometer provided to West Grey employees.

\*(Consists of \$100.00 – Application Review; \$100.00 – Permit Approval/Revocation of Permit; \$70.00 – Installation Inspection)