



This AGREEMENT made in duplicate this day _____
BETWEEN:
THE CORPORATION OF THE TOWN OF FORT FRANCES (the "Town")
- and -
Tyson Dennis

WHEREAS:

1. The Town requires an Chief Building Official/Municipal Planner to among other things perform the duties (as "Duties" is defined in paragraph 1(a) of this Agreement);
2. Tyson Dennis has applied to the Town for the position of Chief Building Official/Municipal Planner and;
3. The Town has, subject to and upon the terms and conditions contained in this Agreement, agreed to engage Tyson Dennis as Chief Building Official/Municipal Planner;

NOW THEREFORE: The Town of Fort Frances and Tyson Dennis (the "Parties") agree as follows:

1. In this Agreement and any schedules attached to it the word:
 - a) "Duties" shall mean and include the work duties and otherwise to be performed by Tyson Dennis for and during the Term (as "Term" is defined in paragraph 1(c) of this Agreement) as set out in Schedule "A" attached to and forming part of this Agreement (Schedule "A");
 - b) "Entity" means any person, corporation, government agency or otherwise;
 - c) "Term" means the period commencing July 4, 2016, subject to paragraph 2 of this Agreement and;
 - d) "Total Payable" means, subject to paragraph 2(b) and 2(c) of this Agreement the total of any amounts payable by the Town to Tyson Dennis as set out in Schedule "B" attached to and forming part of this Agreement (Schedule "B").
2.
 - a) Subject to paragraph 2(b) and 2(c) of this Agreement, the Town agrees to engage Tyson Dennis to perform the Duties for the Term.
 - b) Notwithstanding anything contained in this agreement Tyson Dennis may terminate this agreement by giving the Town thirty (30) days' written notice. Upon receipt of such notice, the Town at its sole discretion, may, by notice in writing, specify an earlier termination date, however, regardless of the termination date Tyson Dennis shall be paid the outstanding portion of salary, benefits, vacation and perquisites to equal thirty (30) days' notice.

- c) The Town may terminate this agreement without cause, upon giving Tyson Dennis the following:
 - i. the Town shall provide Tyson Dennis thirty (30) days written notice; and
 - ii. any accrued and unpaid base salary (subject to normal withholding and other deductions) to the effective date of termination of his employment, plus any vacation pay statutorily due and owing; and
 - iii. the Town shall pay to Tyson Dennis, the greater of, a salary continuance equivalent to three (3) months of his base salary, bonus and perquisite payment, less any applicable statutory deductions OR *Employment Standards Act, 2000* entitlements; and
 - iv. the Town shall continue to provide benefit coverage for Tyson Dennis for the statutory notice period subject to the terms of the applicable benefit(s) plans.
- d) The Town may terminate this agreement with cause. Notwithstanding anything contained in this Agreement, the Agreement and the employment of Tyson Dennis may be terminated for just cause without notice or payment in lieu of notice. In such a case, the Town shall have no further obligation to Tyson Dennis except for payment of all amounts due and owing up to the date of the termination.
- e) Tyson Dennis acknowledges and agrees that:
 - i. the notice period set out in paragraph 2(c) of the Agreement is sufficient and reasonable; and
 - ii. payment by the Town as provided for in paragraph 2(c) shall be in full and final settlement of any and all claims, demands, actions and suits whatsoever including at common law which Tyson Dennis has or may have against the Town, its Affiliates and any of their directors, officers, employees and their successors and assigns. Tyson Dennis further agrees, that if required by the Town, he will sign a release in favour of the town; and
 - iii. if he has performed or commenced the duties prior to his execution of this Agreement, such performance, commencement or otherwise shall in no way affect the validity, enforceability or otherwise of this Agreement.

3. Tyson Dennis:

- a) shall perform the Duties and obligations under this Agreement, as he has indicated he can, to the satisfaction of the Town and in accordance with Town policies and procedures;
- b) acknowledges that as Chief Building Official/Municipal Planner he will acquire information about certain matters and things which are confidential to the Town, its employees and persons with whom the Town has *bona fide* business dealings. Tyson Dennis agrees to maintain all confidential information in strictest confidence (subject to applicable federal or provincial laws), and agrees not to disclose such confidential information to any third party either during the term of this Agreement (except as may be necessary in the proper discharge of his employment), or after the term of his employment, for any reason, except with written permission of the Town.

- c) shall not, directly or indirectly, engage in any business, commercial or professional activity without the written consent of the Town which shall determine, in its absolute discretion, whether such activity interferes with the business of the Town or with the performance of duties by Tyson Dennis hereunder;
 - d) agrees that he will not, at any time during or after the termination of his employment under this Agreement, make comment to Town employees, or members of the public which are derogatory towards the Town;
 - e) agrees that he will not, at any time during or after the termination of his employment under this Agreement, make or contribute to commentary on social media which is derogatory towards the Town;
 - f) shall be required to act in accordance with his obligations under this Agreement;
 - g) has been advised to consult his solicitor as to this Agreement and the matters contained in it, prior to execution of this Agreement, if he so desires;
 - e) agrees that he has entered into and executed this Agreement of his own free will, without coercion, influence of any kind, or otherwise by or on behalf of the Town, its employees or agents or otherwise.
4. It is understood and acknowledged by Tyson Dennis that:
- a) Tyson Dennis's work and performance of the duties, is and shall be subject to review, criticism and otherwise by the Town;
 - b) The Town may require, and Tyson Dennis shall provide, reports and otherwise as to the progress, performance and otherwise of his/her obligations under the Agreement and otherwise; and
 - c) The Town shall not be in any way liable to Tyson Dennis or anyone on his behalf or otherwise in respect of any decision made, action taken, or otherwise, by the Town pursuant to or under paragraphs 2(c), 4, or otherwise, of this Agreement.
5. Should any provision or any part thereof of this Agreement be illegal or not enforceable, such provisions or part thereof shall be considered separate and severable from this Agreement and the remaining provisions of this Agreement shall remain in force and be binding upon the Parties as though the illegal or non-enforceable provision had never been included.
6. Any notice required or permitted to be given under this Agreement shall be in writing and shall be effectively given if (i) delivered personally, (ii) sent by prepaid courier service or mail, (iii) sent prepaid by telecopy, fax or similar means of electronic communication (confirmed on the same or following day by prepaid mail) addressed, in the case of notice to the Town:

Attention: Chief Administrative Officer
320 Portage Avenue
Fort Frances, Ontario
P9A 3P9

And in the case of Tyson Dennis, as follows:

Fort Frances, Ontario
P9A

Any notice so given shall be deemed conclusively to have been given and received when so personally delivered or sent by fax, telecopy or other electronic communication or on the second day following the sending thereof by private courier or mail. Any Party may change any particulars of its address for notice by notice to the other Party in the manner aforesaid.

7. This agreement and everything contained in it shall endure to the benefit and be binding upon the respective heirs, executors, administrators, successors, assigns and other legal representatives, as the case may be of each of the Parties.
8. This Agreement constitutes the entire Agreement between the parties and contains all the agreements between them with respect to the subject matter hereof. It also supersedes any and all other agreements or contracts, either oral or written, between the parties with respect to the subject matter hereof.
9. Except as otherwise specifically provided, the terms and conditions of this Agreement may be amended at any time by mutual agreement of the parties, provided that before any amendment shall be valid or effective, it shall have been reduced to writing and signed by the Town and Tyson Dennis.
10. Words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter genders and vice versa.
11. The parties hereto agree to execute such documents, assurances, certificates or the like as may from time to time be reasonably requested, required or desirable in order to give full force and effect to this Agreement, the matters contemplated herein and to its and their intention.
12. This Agreement shall be construed and enforced under and in accordance with the laws of the Province of Ontario.

SIGNED AT FORT FRANCES this day: _____

IN WITNESS THEREOF (THE CORPORATION OF THE TOWN OF FORT FRANCES)

(Mayor)

_____ { AND } _____
(Clerk) (Tyson Dennis)

This is Schedule "A" ATTACHED TO AND FORMING
PART OF THE Agreement made between
The Corporation of the Town of Fort Frances and
Tyson Dennis

Dated: _____

The duties of Tyson Dennis shall be:

1. As set out in this Schedule "A"; namely the letter of confirmation dated July 28, 2016 and the Position Description.
2. Such further and other duties, work and otherwise as assigned, directed and otherwise by the Town.

This is Schedule "B" ATTACHED TO AND FORMING
PART OF THE Agreement made between
The Corporation of the Town of Fort Frances and
Tyson Dennis

Dated: _____

The Town agrees, subject to paragraph 2 of the Agreement to which this Schedule "B" is attached, to pay Tyson Dennis for the Duties as follows:

- a) Bi-weekly based on an annual remuneration of \$ _____ plus fringe benefit package as directed by the Town in its sole absolute and unfettered discretion in keeping with benefit packages received by management personnel of the Town of Fort Frances.
- b) Vacation entitlement shall be as per the Town's Management/Non-Union Benefits Policy.

Administration & Finance Division
Planning & Development Division
Phone: 807-274-5323
Fax: 807-274-8479

Mailing Address for All Divisions:
Civic Centre
320 Portage Avenue
Fort Frances, ON
P9A 3P9



Operations & Facilities Division
Phone: 807-274-9893
Fax: 807-274-7360

Community Services Division
Phone 807-274-4561
Fax: 807-274-3799

email: town@fortfrances.com
www.fort-frances.com

July 28, 2016

Tyson Dennis

Fort Frances, ON P9A

Dear Mr. Dennis:

I am pleased to confirm your appointment to the position of Chief Building Official/Municipal Planner, effective August 22, 2016.

Your initial salary is \$ per annum, which is based on 2015 salary rates. Performance-based salary increases will be in accordance with the Town's Performance Appraisal Policy.

There will be a one-year probationary period for this position, during which time your performance will be reviewed semi-annually.

Your membership in the OMERS pension plan will be effective upon your start date and as a full-time employee of the Town, you will be entitled to extended health benefits, and insurance coverage for disability, life, accidental death and dismemberment, effective December 1, 2016.

For the remainder of 2016, you will be entitled to one (1) week paid vacation. Beginning in 2017, your benefits will be as per the Town's Management/Non-Union Benefits Policy, enclosed for your reference.

Congratulations on your accomplishment, Tyson! Please feel free to contact me if you have any questions.

Best regards,

Aaron Petrin
Human Resources Manager

cc supervisor, payroll, personnel file

Accepted and agreed to as above, by the undersigned:

Tyson Dennis
Date



POSITION DESCRIPTION

POSITION TITLE: Chief Building Official/Municipal Planner

GENERAL SUPERVISOR: Chief Administrative Officer

EMPLOYEE GROUP: Management/Non-Union

Position Summary

- The incumbent is responsible for the administration and enforcement of the Ontario Building Code, the Building Code Act, the Provincial Offences Act, the Planning Act, the Statutory Powers Procedures Act, and the municipal by-laws governing the construction, renovation, and alteration of buildings and/or the bylaws concerning land use, and the protection of property rights within the municipality ("the regulations")
- The incumbent performs duties related to the preventative maintenance and the management of projects at the Civic Centre on an as-required basis

Direction Received

- The incumbent reports to the Chief Administrative Officer and is responsible for discharging the duties of the position with minimal supervision
- The incumbent is responsible for adhering to procedures as directed by the regulations
- From time to time, the incumbent confers with the CAO and the Operations and Facilities Division Manager for direction regarding administrative matters

Direction of Others

- The incumbent has no direct supervisory responsibilities

Revenue, Asset and Expenditure Scope

- The incumbent is responsible for overseeing a budget within the department, including oversight of some capital project spending

General Responsibilities – Chief Building Official

- Position responsibilities encompass building and property standard by-laws affecting the erection, demolition and alteration of any improvements to land by private citizens, general contractors and/or the municipality
- The majority of the incumbent's responsibilities concern the administration and enforcement of the building regulations
- Specifically, the incumbent:
 - Responds to queries and meets with applicants for building and/or plumbing permits
 - Interprets, explains and reviews simple to complex drawings to ensure proposed construction meets appropriate building regulations
 - Reviews proposals for large structures require detailed study
 - Contacts Ministry personnel for code interpretation, and construction consultants for plan clarification and/or expert advice
 - Assesses compliance with standards specifying any plan alterations required prior to issuing permits
 - Conducts inspections at work sites to ensure that approved plans are followed.
 - Corresponds with contractors and/or individuals to ascertain the reasons for deviation and to insist on correction
 - Issues orders to comply, which may include verbal warnings and/or a written order to comply and/or whether a stop work order is justified
 - Informs the CAO of all situations which would potentially require a stop work order, and prepares written reports to the CAO and Council when such orders are issued
 - Makes court appearances to testify regarding deficiencies and/or violations which precipitated legal action
 - On a monthly basis, the incumbent prepares and forwards routine statistical reports of building activity in Fort Frances to provincial and federal agencies, the CAO, and to Council
 - Consults with the By-Law Enforcement Officer on Property Standard matters with regard to complaints involving building construction infractions
 - Manages the maintenance and operation of facilities located at 320 Portage Avenue
 - Completes an internal audit of the Drinking Water Quality Management System on an annual basis
 - Participates in the development of a community sustainability plan
 - Submits grant applications as required
 - Ensures private contractors meet their obligations as outlined in the terms and conditions of executed contracts and/or letters of understanding
 - Ensures all safety standards and regulations as outlined under the Occupational Health and Safety Act and applicable legislation is followed at all times

- Assists in preparing capital budgets and in long-range planning and forecasting, including annual capital planning for Town-owned facilities
- Conducts project management on an as-required basis
- Provides contracted services as required by the Corporation
- Assumes additional duties as assigned

General Responsibilities – Municipal Planner

- In regards to land use regulations, the incumbent is responsible for providing advice and making recommendations to the Planning and Development Executive Committee, the CAO, the Municipal Clerk, and Council on matters concerning planning policy and legislation; and to the By-Law Department on matters pertaining to land use within the municipality
- Specifically, the incumbent:
 - Reviews applications for building permits to ensure that proposed construction and use is permissible under the regulations, and subsequently approves or rejects permit applications
 - Provides advice on zoning requirements and receives applications for amendments to municipal regulations
 - Prepares and provides notification of public meetings for zoning amendments
 - Drafts bylaws for amendments to municipal regulations
 - Ensures that proper protocol for notifications for amendments are adhered to
 - Advises Council on the need for site plan control concerning development proposals and prepares the necessary bylaws
 - Drafts site plan agreements in consultation with developers, and monitors site plans to ensure that development meets the edicts of agreements entered into between Council and developers
 - Prepares letters of zoning compliance at the request of applicants
 - Advises permit applicants on the requirements to achieve compliance with the regulations, both verbally and/or in the form of written correspondence
 - Responds to verbal and written requests concerning information and requirements of the regulations, ensuring that the client has been provided all relevant information to understand their requirements under the regulations
 - Reviews the plans of surveys
 - Obtains building information to ascertain compliance with the regulations
 - Contacts Public Works and/or the Municipal Property Assessment Corporation to ascertain dates of construction and outstanding permit work
 - Acts as Secretary-Treasurer to the Committee of Adjustment, which includes scheduling meetings, preparing agendas and meeting minutes, and notifying applicants of Committee decisions
 - Assists the public in completion of applications to the Committee of Adjustment
 - Occasionally reports to Council to provide updates on the status of various works in progress

- Administers and coordinates subdivision development agreements, ensuring that parties meet the agreed-to requirements and engineering standards

Education and Qualifications

Required:

- Excellent verbal and written communication skills, and an excellent command of the English language
- Demonstrated ability in building and maintaining positive and effective interpersonal relationships
- Transferable skills and related experience and/or education
- Ability to work effectively under minimal supervision

Preferred:

- Bachelor of Science in Civil Engineering (or other relevant academic credentials)
- Standard First Aid & CPR

Effort

- Frequent concentration for short to moderate periods of time
- Frequent interruptions from colleagues, contractors and the public

Working Conditions

- The incumbent works 8 hours per day during regular business hours.
- Working hours may be adjusted on an irregular and temporary basis
- There is a minimal requirement for out-of-town travel

Conditions of Employment

- Must obtain and maintain the required qualifications of Chief Building Official within a reasonable timeframe as determined by the Corporation
- Must obtain the AMCTO 'Primer on Planning' within a reasonable timeframe as determined by the Corporation
- Must possess a valid Ontario Driver's License at the level of 'G2' (or equivalent)
Must provide a satisfactory criminal background check