THE CORPORATION OF THE
TOWNSHIP OF MATACHEWAN

BY-LAW NO. 2018-14

Being a By-law to hire a By-law Enforcement Officer.

WHEREAS Section 11 (2) of the Municipal Act, 2001, R.S.O. as amended, provides that a Council may enact By-laws to regulate matters within the municipal sphere of jurisdiction as provided in subsection 3, subject to the rules in subsection 4;

AND WHEREAS the Council of the Corporation of the Township of Matachewan has enacted by-laws in accordance with the Municipal Act;

AND WHEREAS the municipal Council of the Corporation deems it necessary and expedient to appoint a By-law Enforcement Officer for the purposes of the enforcement of the By-laws as enacted.

NOW THEREFORE THE COUNCIL OF THE TOWNSHIP OF MATACHEWAN ENACTS AS FOLLOWS:

THAT Mr. Mike Minor is hereby appointed as By-Law Enforcement Officer for the Township of Matachewan.

THAT Mr. Minor shall be employed as per the terms of a service contract, attached hereto as Schedule "A" and forming part of this By-law.

THAT the Mayor and CAO are hereby authorized to sign the attached Schedule "A" agreement on behalf of the Corporation.

THAT Mr. Minor shall perform the duties outlined in Schedule "B" attached hereto and forming part of this By-law.

THAT Mr. Minor shall be designated as a Provincial Offences Officer for the purpose of enforcing the By-laws of the Corporation.

THAT this By-Law shall come into force and effect upon the final passing hereof, and remain in force and effect until repealed.

THAT all By-Laws and resolutions, or parts thereof, contrary hereto or inconsistent herewith, be and the same are hereby repealed.

READ a first, second and third time, and finally enacted and passed in open Council this 24th day of July, 2018. Signed, sealed and numbered 2018-14

Cheryl Drummond
Mayor

Anne Kmyta
CAO-Clerk-Treasurer

LIBRARY OF THE COMPANY OF MILITARY HISTORIANS

THE CORPORATION OF THE
TOWNSHIP OF MATACHEWAN

Schedule "A"
By-Law Enforcement Officer Job Description

Position Title: By-law Enforcement Officer

Department: Administration Department

General Supervisor: CAO-Clerk-Treasurer

Position Summary:

To ensure enforcement and compliance with municipal by-laws as directed, in order to ensure the protection of residents, property and employees.

Major Tasks:

1. Fair and equal enforcement of municipal by-laws to ensure a safe and pleasant environment for community members.

2. Investigate and enforce by-laws and licensing, such as, but not limited to zoning, parking, animal control, clean and clear yards, business establishment licensing, as well as a variety of other by-laws.

3. Liaise with local businesses, community groups and organizations concerning safety issues and concerns.

4. Conduct patrols on an "As Requested Basis".

5. Respond to resident-reported incidents in a timely and professional manner, and focus on resolving such incidents.

6. Maintain public relations concerning by-law awareness and enforcement.

7. When necessary, gather evidence and witnesses, contact land owner with clear acknowledgement of infraction, prepare registered letters with compliance notices.

8. Issue warnings and summary offence tickets as required.

9. Perform court related activities.

10. Prepare, maintain and organise by-law enforcement inspection reports and records for all completed inspections sufficient to the requirements of the Town Office and for potential court appearances.

11. Attend and participate in Town Council meetings when requested.

12. Assist in reviewing and revising Township by-laws when requested.

13. Other related duties as assigned by the CAO-Clerk-Treasurer.

Working Conditions:

Hours of work operate on an on-call basis. Working environment contains the usual risks of discomforts and may be subject to inclement weather conditions. Precaution should be exercised, and laws abided-by when entering someone's property.

Working Relations:

With Council:
The By-Law Enforcement Officer receives policy direction from Council and Committees through the CAO-Clerk-Treasurer. He/she supplies information to Council and Committees on all current issues through the CAO-Clerk-Treasurer. When requested by the CAO-Clerk-Treasurer or the Municipal Council, the By-Law Enforcement Officer will attend bi-monthly council meetings or agenda meetings.

With the Public:
Educate the public of their roles and responsibilities regarding by-laws. Appropriate action to be taken should firstly include conversations and warnings before formal action.

With CAO-Clerk-Treasurer:
Works under the direction and supervision of the CAO-Clerk-Treasurer. Receives direction from CAO-Clerk-Treasurer on policy decisions from Council. Decisions on appropriate to be taken is to be coordinated alongside the CAO. In the absence of the CAO, a delegate will act on his/her behalf.

Knowledge and Skill:

1. Have at least one (1) year of Municipal Law Enforcement experience
2. The ability to understand the intent and content of the Provincial Offences Act and municipal by-laws and to explain them clearly to the public.
3. Demonstrate effective leadership, management and interpersonal skills
4. Ability to use tact, diplomacy and mature judgement
5. Work effectively without direct supervision
6. Communicate clearly and tactfully, verbally and in writing.
7. Capable of working congenially and effectively with the public.
8. Ability to pass a police background check with a minimum clear criminal record.
9. Hold a valid, clear driver's licence
10. Minimum Grade 12 Diploma required.
11. Post secondary education in a related/applicable field is preferred.
12. Bilingualism would also be considered an asset.

Impact of Error:

Errors in judgement could result in difficult relationships with the public, increased costs and possible lawsuits. Failure to provide adequate services could endanger the safety of residents and may result in unnecessary injury or loss of life in emergency situations. This position will encompass the STEP method of disciplinary action, and serious or repeated infractions could result in termination.

This By-Law Enforcement Contract made this 24th day of July, 2018.

BETWEEN:

The Corporation of the Township of Matachewan
P.O. Box 177, 1 Moyneur Avenue
Matachewan, Ontario
P0K 1M0
705-565-2274
(Hereinafter referred to as the "Township")

And

Mike Minor
P.O. Box 362
40 6th Avenue
Larder Lake, ON
P0K 1L0
(705) 643-2141

(Hereinafter referred to as the "By-Law Enforcement Officer")

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein subject to the terms and conditions set out in this agreement, the parties agree to undertake By-Law Enforcement Services as follows:

1. **Definitions**

   The following terms have the following meanings:

   "Work" means the services related to the Plan of Work set out in Appendix "A" to this agreement. (Appendix "A" forms part of this agreement.)

2. **Costs**

   The Township agrees to pay an hourly rate for work completed on behalf of the Township of Matachewan. The payment breakdown is as follows:
   A base cost of $75.00 per month as a retainer fee (includes preparation of letters and provision of advice from home office), plus $100.00 return travel per visit to attend the Township in when necessary to enforce Municipal by-laws or attend a meeting with the Municipal Council, $25.00 per hour plus $0.55 per kilometer relating to the enforcement of Municipal By-Laws or for time attending a meeting with the Municipal Council, and a one time donation in the amount of $500.00 to the Township of James (Elk Lake) made on behalf of Mike Minor.

   Obligations of the Township

   The Township will pay quarterly invoices rendered by the Contractor pursuant to Section 2. Payments will be by cheque no later than the 15th of the month upon receipt of each quarterly invoice.

3. **Obligations of the Contractor**

   The Contractor will use all reasonable efforts to perform the Work as directed and as intended in all by-laws to be enforced. The By-Law Enforcement Officer shall provide "on call" services to the Corporation. Complaints received by the Township will be directed to the By-Law Enforcement Officer by the CAO-Clerk-Treasurer , th Head of Council, or a person designated. The By-Law Enforcement Officer will perform the duties, as outlined herein as well as in the "Services Description" attached hereto as Schedule "A". The By-Law Enforcement Officer agrees to provide the services conscientiously and faithfully throughout the term of the contract.

4. Confidentiality

Each party may be required from time to time to exchange trade secrets or other confidential or proprietary information. Each Party Agrees: (a) that the other's Confidential Information, other than that which is publicly known, is confidential proprietary information, which constitutes trade secrets; (b) to exercise the same degree of care regarding the other's Confidential Information as it does with its own Confidential Information; (c) to confine knowledge of Confidential Information only to its employees who require such knowledge for use in the ordinary course of their employment; (d) not to use or disclose the other's Confidential Information to any third party either directly or indirectly in any matter whatsoever, either during or after the term of this Agreement, without the prior written consent of the other party; and (e) to sign a confidentiality agreement.

5. Publicity

The Township's name and/or information may not be used in any publication, promotion, or advertisement without its prior written consent.

6. Training

The operator will have all necessary training and certification required to carry out their duties and will heed the direction and advice of the municipality to ensure no damage and/or liability is incurred resulting in a claim.

7. Indemnification

The Contractor hereby indemnifies the Township, including its councilors, officers, employees, servants or agents against all claims, losses, damages or expenses of any kind, especially those arising from the negligence, willful neglect or malfeasance of the Contractor (or those for whom in law it is responsible).

8. Insurance

The Contractor agrees to maintain, for the length of this agreement, all necessary insurances to conduct this work in addition to maintaining W.S.I.B. coverage if required.

9. Termination

Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party or upon mutual agreement in the event By-law Enforcement Services are provided by the Temiskaming Municipal Services Association.

10. Laws

The Contractor shall be governed by, and the agreement shall be interpreted in accordance with, the laws of Canada, the Province of Ontario and the by-laws of the Township of Matachewan. The Contractor is an independent contractor, and as such, will not be considered an employee of the municipality and therefore not entitled to any benefits or remuneration normally associated with staff or employees of the Township of Matachewan or any other municipality, body, business or agency. It is the Contractor's responsibility to report any earnings and/or benefits to the Canada Customs and Revenue Agency or any other body or agency required under the laws, statutes and regulations of Canada and Ontario.

11. Assignment and Subcontracting

The Contractor may not assign any of its interest in this Agreement without the prior written approval of the Township.

12. Amendment

This Agreement may only be modified or amended by written agreement of both parties. The term of this contract shall be for one year, commencing on the 1st day of August, 2018 and may be extended at anytime by mutual agreement of both Parties.

13. Conflict of Interest

This Agreement is a contract for the performance of a service and the By-Law Enforcement Officer is engaged as an independent contractor; neither the Contractor, nor its agents or employees, is engaged as an employee or agent of the Township, nor is there any partnership or joint venture relationship created hereby.

14. Binding

This Agreement shall be binding on the parties hereto and their respective successors and permitted assigns. The Contractor hereby accept the roles and responsibilities of said position and agrees that failure to complete the required tasks associated with this position will result in the termination of this contract for cause and will not be subject to appeal.

15. Survival of Term and Conditions

In addition to those provisions surviving by operation of law, sections titled "Confidentiality", "Publicity", "Indemnification", and "Insurance" shall survive the termination of this Agreement for any reason.

IN WITNESS HEREOF the parties have set their hands.

SIGNED AND DELIVERED
in the presence of:

All parties herein have the authority to bind their respective corporations.

_____
Mike Minor
By-Law Enforcement Officer

Anne Kmyta
CAO-Clerk-Treasurer
The Corporation of the Township of Matachewan

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