

**THE CORPORATION OF THE TOWNSHIP OF MATACHEWAN**

**BY - LAW 2021-18**

**BEING A BY-LAW TO ENTER INTO AN AGREEMENT WITH PETE GILBOE TO  
SUPPLY CONTRACT BY-LAW ENFORCEMENT SERVICES FOR THE TOWNSHIP  
OF MATACHEWAN AND TO APPOINT A MUNICIPAL BY-LAW ENFORCEMENT  
OFFICER.**

**WHEREAS** Section 15 of the Police Services Act, R.S.O. 1990 as amended provides that a municipal council may appoint persons to enforce the by-laws of the municipality, and that municipal law enforcement officers are peace officers for the purposes of enforcing municipal by-laws.

**AND WHEREAS** Subsection 1(3) of the Provincial Offences Act RSO. 1990 c.p.33, as amended, provides that a minister of the Crown may designate in writing any person or class of persons as a provincial offenses officer for the purposes of all or any class of offences;

**AND WHEREAS** the Council of the Corporation of the Township of Matachewan deems it desirable to appoint Pete Gilboe as Municipal Law Enforcement Officer;

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

1. **THAT** Pete Gilboe be appointed as a Municipal Law Enforcement Officer for the Corporation of the Township of Matachewan, designated by the Municipality to act as Provincial Offences Officer in accordance with any specific or general directive of the Solicitor General for Ontario in effect from time to time relating to the power of municipal employees to act as Provincial Offences Officers.
2. **THAT** the Mayor and Clerk are hereby authorized to execute the contract attached hereto as Schedule 'A'.
3. **THAT** the provisions of this by-law shall come into force and take effect upon third reading thereof.

READ A FIRST AND SECOND TIME THIS 12<sup>th</sup> day of October, 2021.

READ A THIRD TIME, SIGNED AND SEALED THIS 12<sup>th</sup> day of October, 2021.

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Mayor

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Clerk

**THE CORPORATION OF THE TOWNSHIP OF MATACHEWAN**

**BY - LAW 2021-18**

**SCHEDULE "A"**

This agreement made in duplicate this 12<sup>th</sup> day of October, 2021

**BETWEEN:**

The Corporation of the Township of Matachewan (hereinafter referred to as the ("Municipality"))

**-AND-**

Pete Gilboe (hereinafter referred to as the "Contractor")

***Witnessed:***

That the Municipality and the Contractor shall undertake and agree as follows:

**Article I:**

The Contractor will:

1. Supply all services, equipment, labour, supervision, tools, and materials that are necessary for the contract By-Law Enforcement Officer for the Township of Matachewan, in accordance with the attached job description, attached hereto as Appendix "A".
2. To carry out the requirements of the Agreement safely and efficiently, the Contractor shall supply and utilize the following:
  - I. Uniforms and any necessary safety protective clothing, gear and/or footwear to distinguish personnel as "By-law Enforcement Officer".
  - II. Transportation
3. Not assign, transfer, convey, sublet or otherwise dispose of the Contract or his/her right, title or interest therein, or his/her power to execute such contract, to any other person, company or corporation, without the previous consent, in writing, of the Municipality, which consent shall not be unreasonably withheld.

**Article II:**

The Township of Matachewan will:

1. Pay the Contractor in lawful money of Canada for the material and services aforesaid:
  - An hourly rate of \$40.00
  - Mileage: \$0.55 per kilometre
2. Make payment on account thereof upon receiving delivery and completion of the said work and receipt of invoice with the terms of Net 30 days.

**Article III: Term**

1. This Agreement shall remain in effect for one (I) year term commencing upon execution of this Agreement and will renew automatically year to year unless notified in writing by either party.

**Article IV:**

1. Creation and Nature of Relationship:
  - a. The Municipality will appoint the Contractor as By-Law Enforcement Officer by by-law.

- b. This Agreement is an Agreement for services to be rendered to the Municipality as an independent Contractor, and the parties have not created and do not intend to create by this Agreement or any subsequent renewals or extension thereof, a joint venture, partnership or employee relation between them.
- c. The Contractor will provide the Contractor's services to the Township of Matachewan as an independent contractor and not as an employee.
- d. Accordingly:
  - I. The Contractor agrees that the Municipality shall have no liability or responsibility for the withholding, collection or payment of any taxes, employment insurance premiums or Canada Pension Plan contributions on any amounts paid by the Municipality to the Contractor or amounts paid by the Contractor to its employees or contractors. The Contractor agrees to indemnify the Municipality from any and all claims in respect to the Company's failure to withhold and/or remit any taxes, employment insurance premiums or Canada Pension Plan contributions.
  - II. The Contractor agrees that as an independent contractor, the Contractor will not be qualified to participate in or to receive any employee benefits that the Municipality may extend to its employees.
  - III. The Contractor is free to provide services to other clients so long as there is no interference with the Contractor's contractual obligations to the Municipality.
  - IV. The Contractor has no authority to and will not exercise or hold itself out as having any authority to enter into or conclude any contract or to undertake any commitment or obligation for, in the name of or on behalf of the Municipality.

#### **Article V: Confidentiality**

1. Confidential information shall be used only for the exclusive purpose of carrying out the obligations under the terms of this Agreement. You are required to take all steps required to preserve the secrecy of the Confidential Information and shall not disclose, either directly or indirectly, the Confidential Information to any third party or person, save and except as may be authorized from time-to-time in writing, in advance, by the Municipality.
2. The Contractor is required to use all necessary efforts to prevent any unauthorized acquisition or use of the Confidential Information. The Confidential Information shall not reproduce in any form except as required to carry out the Contractor's obligations under this Agreement. This shall survive termination of this Agreement.

#### **Article VI: Insurance**

1. The Contractor agrees to Maintain during the term of this Agreement Vehicle Liability Insurance in the following amounts:
  - Vehicle Liability Insurance: \$2 Million
2. The municipality agrees to provide liability insurance while the contractor is working for the Municipality and within the terms of this contract.

#### **Article VII: Cancellation**

1. The Municipality reserves the right to immediately terminate the Contract for sufficient cause, including but not limited to such items as non-performance, etc.
2. If the Contractor should neglect to execute the work properly, or fail to perform any provision of this Award, the Municipality, after three (3) business days written notice to the Contractor, may, without prejudice to any other remedy in existence, make good such deficiencies and may deduct the cost thereof from any payment then and thereafter due to the Contractor. Continued failure of the Contractor to execute the work properly shall result in termination of Contract. The Municipality shall provide written notice of termination.

3. The Municipality may elect to terminate the Contract if the original terms and conditions are significantly changed, giving thirty (30) calendar days written notice to the Contractor.
4. Either party may terminate the Contract by giving the other party ninety (90) calendar days written notice, giving reasons acceptable to the other. A period of less than ninety (90) calendar days to terminate the Contract may be negotiable if mutually agreeable among parties involved in the Contract.
5. Failure to maintain the required documentation during the term of the Contract may result in suspension of the work activities and/or cancellation of the contract.

**Article VIII: Indemnity**

- I. As a condition of carrying out this Assignment, the Municipality agrees to indemnify the Contractor against any and all claims, demands, suits, or other proceedings for costs, damages, losses, liability, and expenses including reasonable legal fees that may be incurred in defending any claims that may be made against himself by a third party arising out of this agreement or the investigation contemplated by this agreement, except where costs, damages, liabilities and expenses result directly from dishonest or fraudulent acts committed by the Contractor in the course of the undertaking.

**Article IX: Communications**

1. All communications in writing between the parties shall be deemed to have been received by the addressee if delivered to the individual for whom they are intended or if sent by hand, Canada post, courier, facsimile or by another electronic communication where, during or after the transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it has been mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

In witness whereof the parties have executed this Agreement this 12<sup>th</sup> day of October, 2021.

Signed and Sealed in the

Presence of:

\_\_\_\_\_  
Pete Gilboe

\_\_\_\_\_  
Witness

The Corporation of the Township of Matachewan

\_\_\_\_\_  
Anne Commando-Dubé, Mayor

\_\_\_\_\_  
Janet Gore, CAO Clerk Treasurer

**Appendix "A" to  
By-Law No. 2021- 18**

**BY-LAW ENFORCEMENT OFFICER  
CONTRACT DESCRIPTION**

POSITION TITLE: BY-LAW ENFORCEMENT OFFICER

DEPARTMENT: ADMINISTRATION

SUMMARY OF DUTIES: To educate and enforce the various regulatory by-laws of the municipality, to ensure the health and safety of the public by maintaining acceptable standards, on an on-call basis.

REPORTS TO: CAO Clerk Treasurer

EDUCATION: Completion of Community College program in Law Enforcement and Security or equivalent. Successful completion of the Ontario Association of Property Standards Seminar. Possess current class G license.

EXPERIENCE: Three (3) years in municipal related administration of by-law enforcement, property standards or other enforcement experience.

SCOPE: Designated as the Provincial Offences Officer under legislation for legal action on by-laws.

**ESSENTIAL DUTIES AND RESPOSIBILITIES:**

The following sets out the principal functions of the position and shall not be considered as a detailed description of all work requirements.

- To provide a variety of inspection, advisory and enforcement services pertaining to legislation and to the by-laws of the municipality.
- Respond to complaints regarding alleged violations, by verbal discussion and written correspondence to violators.
- Provide information and support on by-laws and enforcement conditions.
- Issue tickets and/or warnings for infractions.

Enforce by-laws through court action when necessary.

- Upon request, prepare reports for Council.

Be prepared to complete weekend or evening patrol to observe, make notes, be prepared to charge, and give testimony in Provincial Offences Court.

Enforce any established regulatory by-laws including but not limited to parking, zoning, fire and property standards, as directed by the Clerk-Treasurer-Administrator or designate. This position does not include the enforcement of provisions in the Animal Control By-Law.

- Promote good public relations and provide educational and compliance information to the public with respect to policies and by-laws of the Municipality.

- Supply and utilize the following equipment:
  - ◆ Uniforms and any necessary safety protective clothing, gear or footwear
  - ◆ Transportation

#### EDUCATION/EXPERIENCE/SKILLS:

- Must have successfully completed a relevant diploma from a recognized post-secondary institution or equivalent.
- Minimum of three (3) years related to experience or field investigate experience.
- Excellent verbal and written communication skills.
- Ability to relate to elected officials, peers, and the public in a professional manner.
- Good understanding of regulatory by-laws legislation and rules.
- Good knowledge of investigation, note taking and evidence gathering techniques.
- Good knowledge of court processes and procedures.
- Must have a valid G driver's license.

#### MENTAL EFFORT:

Variety of duties with frequent interruptions. Mental, visual and/or auditory concentration required when investigating, making notes or attendance to court.

#### DECISION MAKING AND JUDGEMENT:

Work is performed under the direction of the CAO Clerk Treasurer or his/her designate. Judgement is exercised in:

- Ensuring that all by-laws are enforced precisely and fairly.
- Ensuring that decisions regarding infractions can be fully supported.
- Ensuring the accuracy and compliance of written correspondence.
- Utilizing appropriate resources within the municipality regarding interpretation of Municipal by-laws and codes and recommending potential legal action in situations of non-compliance.

#### WORKING CONDITIONS:

- Exposed to adverse weather conditions at times.
- Exposed to abusive language and threatening behavior of public in emotionally adverse situations
- Stress is a factor because of the reality of conflict with citizens about enforcement.
- Work both inside and outside under various conditions.

#### WORK SCHEDULE:

Work schedule may vary and include: days, evenings, nights and weekends.