

THIS AGREEMENT made in triplicate this      day of      , 2002

BETWEEN:

**THE CORPORATION OF THE TOWN OF PELHAM**

hereinafter referred to as "the Corporation"

- AND -

**MUNICIPAL BYLAW ENFORCEMENT SERVICES INC.**

hereinafter referred to as "the Contractor"

**WHEREAS** the Corporation desires to engage the services of the Contractor as it's Municipal Law Enforcement Officer and Property Standards Officer and the Contractor desires to accept the Corporation's engagement all upon the terms and conditions herein contained:

**NOW AND THEREFORE THIS AGREEMENT WITNESSETH** that the parties hereto, in consideration of the mutual covenants and agreements hereinafter set-forth, covenant and agree with each other as follows:

1. The Corporation hereby appoints the Contractor, on a part-time basis, to the position of Municipal Law Enforcement Officer and Property Standards Officer of the Town of Pelham for the period commencing May 6, 2002 and ending May 5, 2003.
2. The Contractor shall well and faithfully supply all the services of Municipal Law Enforcement Officer and Property Standards Officer as provided in the Policies and Work Step Procedures of the Corporation and shall submit reports to the Corporation's Director of Building & Enforcement Services.
3. For the above term of contract, the Corporation shall pay the Contractor an hourly rate of \$30.04 for the complete service.
4. The Contractor acknowledges that the total hours of work shall be determined by the Corporation in consultation with the Contractor and may be adjusted from time to time as the caseload requires.
5. The Contractor shall, for himself or his employees, provide a vehicle for the performance of the duties within the municipal boundaries of the Corporation at the Contractor's expense.
6. The Contractor agrees that the Corporation will pay the Contractor the hourly wage as above for attendance at any court proceedings related to the performance of the duties and that a minimum of two (2) hours be paid for each required attendance at such proceedings.
7. The Corporation shall only provide all legal documentation necessary for the Contractor to effectively and efficiently carry out the duties.
8. The Contractor acknowledges that the Corporation may terminate this Agreement at any time without notice or compensation in lieu thereof for just cause.
9. The Corporation acknowledges that the Contractor may terminate this Agreement, without cause, at any time upon first giving three (3) months' notice in writing. The Contractor acknowledges that in such a case he shall be entitled to no compensation under this Agreement upon the expiry of the said three (3) months.
10. The Contractor acknowledges that the Corporation may also terminate this agreement without cause and that in such an event the Corporation shall pay, in lieu of notice, to the Contractor, compensation equal to One Thousand Five Hundred Dollars (\$1,500.00) and that upon such payment the Contractor shall have no further claim or claims against the Corporation for such termination.
11. Upon the termination of this Agreement, the Contractor hereby expressly waives and releases any and all rights, claims and interests whatsoever which he now has, or may have in future, arising out of this Agreement save as to those expressly provided in this Agreement and he does hereby discharge the Corporation from all liabilities therefore and this provision may be pleaded as a full and effective answer

- and estoppel to any such claims which he may assert in any civil proceeding. This provision shall be binding upon and enure to the benefit of the respective heirs, executor, administrators and successors of the parties hereto.
12. The Contractor acknowledges the right of the Corporation to promulgate policies and procedures governing the enforcement of its by-laws and the Contractor agrees to be bound by all such policies and procedures save and except where they specifically contradict the terms of this Agreement.
  13. The Contractor shall devote his agreed time and attention to the discharge of the duties under this Agreement in that he shall devote that amount of time and attention normally expected of the By-law Enforcement Officer and Property Standards Officer of a municipal corporation.
  14. The Corporation acknowledges that the Contractor may be under contract to other persons during the term of this agreement provided such contract does not interfere with the efficient provision of the duties under this Agreement.
  15. The Contractor acknowledges that any trade secrets or confidential information he or his employees become aware of or develop in the performance of the duties under this Agreement shall be held by him or his employees in the strictest of confidence and not released without the express prior approval of the Town Council. The Contractor acknowledges that any benefits arising from the development of such trade secrets shall be the sole property of the Corporation. The Contractor further acknowledges that this restriction is reasonable on the part of the Corporation and shall survive the termination of this Agreement.
  16. Any notice under this Agreement shall be deemed to be valid if given in writing and delivered by hand as follows:
    - a. To the Corporation:

Gord Cherney, Chief Administrative Officer/Treasurer  
20 Pelham Town Square  
P.O. Box 400  
Fonthill ON L0S 1E0
    - b. To Contractor:

30 Ker Crescent  
Fenwick ON L0S 1C0

or such other address as the Contractor shall provide by letter to the Chief Administrative Officer.
  17. Notwithstanding Section 1, this Agreement may be extended for a further period or periods or amended by consent, such extension or amendments to be made in writing. In the event the parties agree to extend the term of this Agreement for a further period or periods, such extension or extensions shall be confirmed in writing not later than three (3) months prior to the expiration of the initial term or any extended term as the case may be. In the event that this Agreement shall not be extended, the Contractor's Contract with the Corporation shall terminate at the end of the term or the extended term (if extended) unless other arrangements are made in writing with the Council of the Corporation.
  18. This Agreement is not assignable, either in whole or in part.
  19. This Agreement shall be governed by the laws of the Province of Ontario.
  20. The Corporation agrees to indemnify and save harmless the Contractor from any loss, cost, claim, charges, suits, actions or judgements made, brought or recovered against the Contractor, resulting from the performance of any of the duties set forth in this agreement, or the carrying out by the Contractor of instructions given to him by the Corporation under this agreement.

21. This Agreement constitutes the entire agreement between the parties, and there are no other collateral representations or warranties.

IN WITNESS WHEREOF the Contractor has hereunto placed his hand and seal and the Corporation has hereunto affixed its seal as witnessed by the hands of its proper signing officers duly authorized in that behalf the day and year first above written.

TOWN OF PELHAM

Per:   
Mayor (ACTING)

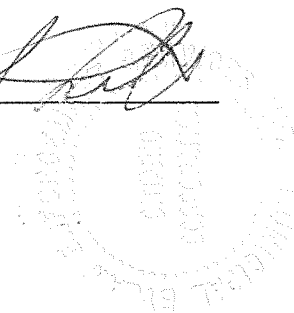
Per:   
Clerk

SIGNED, SEALED AND DELIVERED  
in the presence of:

\_\_\_\_\_  
Witness

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Contractor



AGREEMENT EXTENSION

THIS amendment made in triplicate this 17<sup>th</sup>. Day of February, 2003 A.D.

BETWEEN:

THE CORPORATION OF THE TOWN OF PELHAM

- and -

MUNICIPAL BY-LAW ENFORCEMENT SERVICES INC.

WHEREAS Section 17 of the Agreement dated the 6<sup>th</sup>. Day of May, 2002 states that the Agreement may be extended for a further period or periods or amended by consent and that such extension or amendments are to be made in writing;

AND WHEREAS the Corporation is desirous of extending the Agreement dated the 6<sup>th</sup>. Day of May, 2002 for a further period of one year commencing May 6, 2003 and ending May 5, 2004.

All other terms and conditions as set out in the original agreement dated the 6<sup>th</sup>. Day of May, 2002 will remain in effect.

IN WITNESS WHEREOF the Contractor has hereunto placed his hand and seal and the Corporation has hereunto affixed its seal as witnessed by the hands of its proper signing officers duly authorized in that behalf.

THE CORPORATION OF THE TOWN OF  
PELHAM

PER: B. Besmer  
MAYOR

PER: Leanne Milette  
CLERK

MUNICIPAL BY-LAW ENFORCEMENT  
SERVICES INC.

PER: [Signature]

**TOWN OF PELHAM  
BUILDING & ENFORCEMENT SERVICES DEPARTMENT**

**JOB DESCRIPTION**

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**POSITION TITLE:** By-law Enforcement Officer and Property Standards Officer

**PRIMARY FUNCTIONS:** Performs by-law enforcement including Property Standards by-law duties as follow up to the Town's Complaint Policy and Procedures.

**REPORT RELATIONSHIP:** Reports to the Director of Building & Enforcement Services

**DUTIES AND RESPONSIBILITIES:**

1. Provides part-time enforcement of the Town's by-laws in accordance with the Town's policies and procedures.
2. Investigates Formal Complaints received by the Town.
3. Meets with all parties concerned including apparent offenders and complainants.
4. Provides all necessary warnings and notices both verbal and in writing as necessitated in the circumstances.
5. Issues Provincial Offence Notices as necessary for minor offences where by-laws have set fines approved.
6. Issues Informations for major offences, frequently occurring minor offences and for offences under by-laws not having set fines approved.
7. Makes court appearances as necessary for municipal prosecution.

**WORKING RELATIONSHIPS:**

1. **WITH THE PUBLIC** - responds to inquiries and complaints, maintains courteous relations while enforcing regulations strictly but tactfully, encourages self and voluntary compliance.
2. **WITH OTHER TOWN STAFF** - maintains harmonious relations with other staff members to coordinate activities and maintain cooperation and courtesy.
3. **WITH EXTERNAL CONTACTS** - usual courtesy and cooperation in obtaining and furnishing information.

**QUALIFICATIONS:** Completion of community college - Law & Security  
or equivalent experience  
CPSO designation - Certified Property Standards Officer

**EXPERIENCE:** 3 to 5 years in a municipal by-law enforcement department or equivalent experience.