



**Service Agreement for Property Standards/ By-law Enforcement Officer
Terms and Conditions for Contracted Property Standards and
Municipal Law Enforcement Officer Services**

This agreement made in duplicate this _____ day of August, 2018 between

The Corporation of the Township of North Huron

(hereinafter called the "Township")

- and -

The Corporation of the Municipality of Morris-Turnberry

(hereinafter called the "Municipality")

-and-

Keppel Creek- Bruce Brockelbank

(hereinafter called the "Officer")

Whereas, the purpose of the By-law Enforcement Officer is to enforce the by-laws of the Township and Municipality including, but not limited to parking, zoning, noise and property standards. The By-law Enforcement Officer will also perform all statutory and operational functions according to legislation;

And Whereas, the Council of the Corporation of the Township of North Huron and the Municipality of Morris-Turnberry wish to enter into an agreement for the services of a By-law Enforcement Officer and for the provision of Property Standards and by-law enforcement services;

Now therefore, the parties hereto agree as follows:

1. Appointment and Term

The Township and Municipality hereby agrees to contract the services of the Officer to perform Property Standards and By-law Enforcement duties on a part-time as needed basis. The Officer agrees to provide Property Standards and By-law Enforcement services conscientiously and faithfully throughout the term of the contract. The term of this initial (probationary) contract shall expire in six (6) months (July 18th, 2018 to January 18th, 2019). At that time, the service agreement will expire or be extended at the discretion of the Township and Municipality.

2. Remuneration

The number of hours per week shall be not less than six (6) unless approved by Council or designate, at an approved hourly rate, as set out in Schedule 'A' to this agreement.

3. Communications :

The Officer shall provide a cellular phone number and an email account for communications to and from Municipal staff related to Property Standards and By-law Enforcement are necessary;

4. Vehicle Travel:

The Officer will provide a vehicle for the purpose of carrying out the necessary Property Standards/ By-law Enforcement duties, with an approved mileage rate paid to the Officer, as set out in Schedule 'A'.

5. Insurance:

That the Township /Municipality provides a Certificate of Insurance for a minimum of \$2,000,000.00 commercial general liability insurance under the Municipal liability insurance policy.

6. Duties

The Officer;

- a) shall provide “on call” by-law enforcement services to the Township/ Municipality enforcing municipal by-laws, complaints received will be directed to the Officer by municipal staff;
- b) shall respond to complaints, take appropriate enforcement action including legal action including issuing tickets under Part I and Part II and swearing to information under Part III of the Provincial Offences Act and appearing in court as required;
- c) shall prepare monthly reports to the Chief Building Officer for reports to the Councils regarding Property Standards and by-law enforcement matters in the Township/ Municipality;
- d) shall maintain accurate records/logs of all incidents/occurrences noting all pertinent information for calls received for the purposes of follow-up or court if required (all documents pertaining to by-law enforcement duties are municipal records and shall be maintained at the municipal office to be accessed by the Officer as required);
- e) shall act as a representative of the Township/Municipality, promote good public relations and provides information to the public subject to the Municipal Freedom of Information and Protection of Privacy Act;
- f) shall assist in reviewing Property standards/ municipal by-laws and enforcement procedures, makes recommendations for improvements;
- g) shall perform duties in a clearly identifiable By-law Enforcement uniform provided by the Township/Municipality ;
- h) shall provide detailed monthly invoices to the Township/ Municipality;
- i) shall provide a Clearance Certificate from the Workplace Safety & Insurance Board (WSIB) stating that the Officer is in good standing with WSIB;
- j) shall provide the Township/ Municipality with a sign off declaration that the Officer has reviewed and is aware of the Municipality/ Township Health & Safety Policy;
- k) agrees to review, acknowledge and comply with the Township/Municipality Accessibility Standards for Customer Service Policy;
- l) agrees that all Property Standards and By-law Enforcement emails are the property of the Municipality/Township and upon request shall provide the emails to the Municipality/Township.
- m) shall provide a phone number and electronic answering service where the Officer can be reached 24 hours a day, 7 days a week, by the staff. The parties agree this number will not be published by the Township / Municipality and will not posted on municipal websites;
- n) shall carry photo ID (issued by the Township/Municipality) at all times while providing services in the Municipality/ Township and carry an adequate supply of business cards (supplied by the Municipality/ Township) to be made available as necessary to the general public.

7. Termination

The parties agree that this agreement can be terminated by either party giving sixty (60) days written notice to the other party, or at any time by the Township/Municipality for cause. For the purposes hereof, "cause" shall include but not be limited to:

- a) any material breach of provision of this agreement; and
- b) theft or fraud by the Officer involving property of the Township/Municipality , action of gross moral misconduct or other criminal acts bringing the reputation of the Township into disrepute.

8. Notice

Any notice required to be given hereunder shall be deemed to have been properly given if delivered personally or sent by prepaid registered mail, as follows:

To the Officer at: **Keppel Creek**
 c/o: Bruce Brockelbank
 PO Box 395,
 200b Main Street,
 ATWOOD, ON N0G 1B0

To the Township at: **Township of North Huron**
 c/o: Chief Building Official
 PO Box 90
 WINGHAM, ON N0G 2W0

To the Municipality at: **Municipality of Morris-Turnberry**
 c/o: Chief Building Official
 PO Box 310,
 BRUSSELS, ON N0G 1H0

Either party may change its address for notice at any time by giving notice to the other party pursuant to the provisions of this Agreement.

In witness whereof, Bruce Brockelbank and the Township of North Huron and Municipality of Morris-Turnberry have hereunto duly executed this Agreement.

Signed, Sealed and Delivered

In the presence of:

_____ Date

_____ **Keppel Creek**
Bruce Brockelbank

Date

Township of North Huron

Neil Vincent, Reeve

Dwayne Evans, CAO/Clerk

Date

Municipality of Morris-Turnberry

Paul Gowing, Mayor

Nancy Michie, Administrator Clerk-Treasurer

Schedule 'A' Compensation Agreement

Bruce Brockelbank shall be paid the following for his services:

Hourly rate: \$33.00

Mileage rate \$.52 per kilometer

Cell phone \$0.00

Internet \$0.00