

CORPORATION OF THE TOWN OF RENFREW  
BY-LAW NO. 49-2019

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Being a by-Law to authorize the Mayor and Clerk  
to enter into an agreement with Municipal Law  
Enforcement Services (M.L.E.S.) to provide  
by-law enforcement services for the  
Town of Renfrew.

WHEREAS under Section 11 of the Municipal Act 2001, empowers the Corporation of the Town of Renfrew to pass by-laws and to enter into agreements respecting matters of this nature; and

WHEREAS the Council of the Corporation of the Town of Renfrew deems it desirable to enter into an agreement with M.L.E.S. for By-law Enforcement services for the period from July 1, 2019 to December 31, 2022;

NOW THEREFORE the Council of the Corporation of the Town of Renfrew hereby enacts as follows:

1. THAT the Mayor and Clerk be, and hereby are, authorized to execute on behalf of the Corporation, an agreement with M.L.E.S for By-law Enforcement Services.
2. THAT the Agreement is hereto attached as Schedule "A" and forms part of the By-law as is fully recited herein.
3. THAT the Mayor and Clerk be, and hereby are, authorized to do, or to cause to be done, all such manner of act or thing as may be required in order to give full force and effect to this by-law.
4. THAT this By-law shall come into force and take effect immediately upon the passage thereof.

Read a first and second time this 13<sup>th</sup> day of August, 2019.

Read a third time and finally passed this 13<sup>th</sup> day of August, 2019.

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Don Eady, Mayor

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Kim R. Bulmer, Clerk

## SCHEDULE "A" TO BY-LAW 49-2019

THIS AGREEMENT MADE THIS 13<sup>th</sup> DAY OF AUGUST, 2019

BETWEEN

**THE TOWN OF RENFREW**  
(Hereinafter called "the Town")

AND

**MUNICIPAL LAW ENFORCEMENT SERVICES**  
(Hereinafter called "MLES")

WITNESSES THAT:

**WHEREAS** the Town is desirous of providing specific by-law enforcement services to the municipality;

**AND WHEREAS** the Town wishes to engage MLES to provide By-law Enforcement Services on behalf of the municipality;

**AND WHEREAS** MLES has represented to the Town that it is qualified to provide the services described herein;

**AND WHEREAS** the Town requires the skill and attention of MLES to provide the services for the enforcement of by-laws;

**NOW THEREFORE** in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto agree as follows:

### SECTION 1 - INTERPRETATION

1.1 **Agreement** means this Agreement for Services.

1.2 **By-law Enforcement Services** means:

- (a) to promote by-law awareness and provide by-law enforcement through a combination of Proactive (Prevention - Education - Awareness) and Reactive activities in accordance with the objectives established by Council through the Town's contact person;
- (b) to investigate complaints, conduct investigations, submit investigation reports and take appropriate action to prevent a continuation of the offences;
- (c) to resolve matters in a timely and effective manner;
- (d) to keep records, prepare court documents, attend court, and assist in the prosecution of by-law offences;
- (e) to establish a positive working relationship and regularly liaise with the O.P.P., Provincial Prosecutor, Chief Building Official, Court staff and others;
- (f) to submit reports and prepare Court documents in order to prosecute offenders through the Provincial Offences court system;
- (g) to enforce specific by-laws as required; and
- (h) to review by-laws, make recommendations for change where necessary and prepare draft by-laws for review.

1.3 Words importing the singular include the plural and vice versa, and words importing gender includes all genders.

1.4 This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and there are no warranties, representations or other agreements between the parties in conjunction with the subject matter hereof, except as specifically set forth herein and therein. No

supplement, modification or waiver or termination of this Agreement shall be binding unless executed in writing by the parties to be bound thereby.

- 1.5 This Agreement shall be construed in accordance with the laws of the Province of Ontario and laws of Canada applicable therein, and shall be treated, in all respects, as an Ontario contract.
- 1.6 This Agreement may be cancelled by either party with 30 days written notice to the other party.

## **SECTION 2 - MLES' RESPONSIBILITIES**

- 2.1 The Town engages MLES and the MLES agrees to provide By-law Enforcement Services for the Town's by-laws, including, but not limited to:

Signs	Bv-law 19-95
Dog Control	Bv-law 17-2000
Cat Control	By-law 18-2000
Noise	By-law 14-2005
Waste Collection	By-law 31-2008
Parking	By-law 29-2012
Taxi	By-law 33-2012
Refreshment Vehicle	Bv-law 36-2013
Transient Trader	By-law 63-2013
Clean Yards	By-law 19-2016
Property Standards	By-law 20-2016
Prohibited Animals	By-law 26-2016

- 2.2 MLES shall report directly to and carry out these and other such responsibilities as assigned from time to time by designated Town staff.
- 2.3 MLES covenants and agrees that during the term of this Agreement, it will:  
devote sufficient time, attention and ability to fulfilling the requirements of this Agreement, and in particular shall respond to calls for assistance in a timely and prudent manner; and
  - (a) refrain from engaging in any activity which will, in any manner, directly or indirectly, prevent it from fulfilling **its'** obligations under this Agreement.

## **SECTION 3 - SERVICE HOURS**

- 3.1 Normal hours of service are 8 am - 4 pm Monday to Friday. However, officers are occasionally required to work outside of the normal service hours and days of the week to meet the needs of the service. The actual hours per day or days per week are whatever it takes to provide the service.

## **SECTION 4 - TRANSPORTATION, EQUIPMENT and UNIFORMS**

- 4.1 MLES will provide all vehicles necessary for the provision of services under this Agreement. Currently, SUV type vehicles are used. Vehicles are readily identified as By-law vehicles and bear the company logo and are marked "By-law Enforcement" & "Peace Officer"
- 4.2 MLES will supply all necessary decals and markings to identify the vehicles as a "By-law Enforcement" vehicle.
- 4.3 The Town will provide any specialized equipment required to effectively investigate complaints requiring specialized equipment. MLES will provide all other equipment and supplies required for normal By-law Enforcement.
- 4.4 MLES will provide suitable uniforms for all staff members. Members will be clearly identifiable as "By-law Enforcement Officer". Uniforms will consist of dark blue or black police style cargo pants, seasonal shirts - grey, black or blue, black or dark blue sweater and a seasonal patrol jacket. Should the client desire specific uniform attire this can be accommodated.

## **SECTION 5- COMMUNICATION**

- 5.1 Primary communication between designated Town staff and the By-law Enforcement Officers will be by e-mail, cell phone and telephone. Cell phones and operational costs related to communication are the responsibility of MLES.

## **SECTION 6 - COMPENSATION**

### 6.1 Level of Service

Forty-five (45) hours per week by-law enforcement plus ten (10) hours per week for Parking Ticket Administration, including the enforcement of all specified by-laws including Animal Control to the extent that MLES will enforce the animal control by-laws during normal business hours. Services also includes the Administration of the Parking Control Program, Ticket Tracking and Management of the Part II POA Plate Denial Program. Emergency Calls only (vicious dogs) will be handled outside of regular business times.

### 6.2 Compensation

a) July 1, 2019 to December 31, 2019

\$85,800 per year, plus HST

b) January 1, 2020 to December 31, 2020

The base compensation of \$85,800/year will be increased by the lesser of 2% or the change in the Canadian All Items Consumer Price Index from December 2018 to December 2019, plus HST.

c) January 1, 2021 to December 31, 2021

The compensation calculated in b) will be increased by the lesser of 2% or the change in the Canadian All Items Consumer Price Index from December 2019 to December 2020, plus HST.

d) January 1, 2022 to December 31, 2022

The compensation calculated in c) will be increased by the lesser of 2% or the change in the Canadian All Items Consumer Price Index from December 2019 to December 2020, plus HST.

- 6.4 MLES shall submit invoices on the 20<sup>th</sup> of the month and payment is due within 14 days of receipt. Invoice amounts are calculated by dividing the annual compensation (calculated in a), b), c) or d) above as applicable) by 12.

## **SECTION 7 - TERM**

- 7.1 The Term of this agreement shall be from July 1<sup>st</sup>, 2019 to December 31, 2022.

## **SECTION 8 - GENERAL**

- 8.1 MLES shall be responsible for paying all benefits of employment related to performing the services contemplated herein, such as Canada Pension Plan, Employment Insurance and personal insurance, and shall not be deemed to be an employee of the Town. If requested, MLES shall obtain a clearance for payment of Worker's Compensation and shall provide a copy of same to the Town, thereby releasing the Town from any obligation to pay such benefit to MLES or any employees. The Town shall not withhold any monies under the Income Tax Act for the Contractor.
- 8.2 MLES shall provide the Town with proof of insurance for public liability related to the acts or omissions of MLES in carrying out the services required in this Agreement, in an amount of not less than Two Million Dollars (\$2,000,000) and such policy of insurance shall indemnify and save the Town harmless from all acts or omissions of MLES.
- 8.3 If at any time during the term of the contract MLES fails or is unable or unwilling to carry out or perform any of its covenants and obligations herein contained, or shall breach any of its representations and warranties hereunder, including, without limitation of the foregoing, a failure or refusal to comply with any reasonable instructions from time to time, lawfully given by the Town or shall be guilty of fraud,

dishonesty or any conduct prejudicial to the Town or its business and affairs, such conduct including but not limited to remitting expense vouchers for expenses not incurred or not incurred for business of the Town, falsification of hours spent in attendance at the Town, misappropriation of Town, being present during business hours under the influence of any drug except those drugs taken under the prescription of a doctor, the Town may give written notice to MLES of its intention to terminate this contract upon the date therein specified.

8.4 The Town shall be represented by:

Kelly Coughlin  
127 Raglan Street South  
Renfrew, Ontario K7V 1PB  
(613) 432-4848 ext. 108

8.5 Municipal Law Enforcement Services shall be represented by:

James McBain  
32 Plaunt St. N.  
Renfrew, ON K7V 1M4  
(613) 227-7227

This Agreement executed this 13<sup>th</sup> day of AUGUST, 2019

**For the Town of Renfrew**

**For Municipal Law Enforcement Services**

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Don Eady, Mayor

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James D. McBain, President

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Kim R. Bulmer, Clerk