

THE CORPORATION OF THE TOWNSHIP OF CASEY

BY-LAW NO. 2026-03

**BEING A BY-LAW TO ENTER INTO AN AGREEMENT WITH MEPS
ADVISORY SERVICES INC. (MUNICIPAL ENFORCEMENT AND
PROPERTY STANDARDS MANAGEMENT) FOR BY-LAW AND
PROPERTY STANDARDS ENFORCEMENT SERVICES FOR THE
CORPORATION OF THE TOWNSHIP OF CASEY**

WHEREAS Section 8(1) of the Municipal Act, 2001, S.O. c.25, as amended, states that the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and enhance the municipality's ability to respond to municipal issues; and

WHEREAS Section 9 of the Municipal Act, 2001, S.O. c.25, as amended, states a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any Act; and

WHEREAS under Section 10(1) of the Municipal Act 2001, S.O. 2001, c.25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public; and

WHEREAS under Section 15 of the Police Services Act, R.S.O. 1990, Chapter P.15, provides that council of a municipality may appoint persons to enforce the by-laws of the municipality and such municipal law enforcement officers are peace officers for the purpose of enforcing municipal by-laws; and

WHEREAS pursuant to section 1 of the Provincial Offences Act, R.S.O. 1990, Chapter P.33 the Attorney General of Ontario has designated municipal law enforcement officers as provincial offences officers to enforce the by-laws of the municipality under the Provincial Offences Act; and,

WHEREAS the Council of the Corporation of the Township of Casey at its Regular Meeting held on December 10th, 2025, directed staff by resolution to prepare a by-law to authorize the signing of an agreement for by-law enforcement services between Municipal Enforcement Advisory Services Inc. and the Corporation of the Township of Casey; and

NOW THEREFORE the Council of the Corporation of the Township of Casey hereby enacts the following as a by-law:

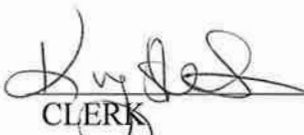
1. That the Clerk-Treasurer and/or Reeve is hereby authorized to enter into an agreement with MEPS Advisory Services Inc. (Municipal Enforcement and Property Standards Management) a copy of which is attached hereto as "Schedule A" and forms part of this by-law.
2. That By-Law 2021-964 be hereby repealed.
3. That the Clerk-Treasurer for the Township of Casey is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law.

READ a FIRST, SECOND, and THIRD TIME and FINALLY PASSED this 14th day of January, 2026.





REEVE



CLERK

Schedule A

By-Law 2026-03

This agreement made on the 14th, day of January 2026;

Between:

The Corporation of the Township of Casey
(herein after called "the Township")

And:

MEPS ADVISORY SERVICES INC.
(Municipal Enforcement and Property Standards Management)
(herein after called "the Contractor")

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

Article I:

The Contractor will:

1. Supply all services, equipment, labour, supervision, tools, *uniform, and materials that are necessary for the On-Call By-law Enforcement Officer for the Township of Casey, in accordance with the attached job description, attached hereto as Appendix 1.
2. Provide the Township with a written report on a quarterly basis (January 15, April 15, July 15 and October 15) summarizing the by-law and property standards enforcement matters dealt with during the preceding month. Subjected to any services or reported occurrences during that time period.
3. To carry out the requirements of the Agreement safely and efficiently, the Contractor shall supply and utilize the following equipment:
 - a. Transportation/vehicle to be supplied by the contractor/subcontractor.

4. 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, from the Township, which consent shall not be unreasonably withheld.
*With the exception of the previously appointed By-law Officer(s)

The Contractor **shall not** be responsible for enforcing or responding to the following:

- Federal or Provincial Act offences and Criminal Code or Highway Traffic Act matters, including trespass, theft, impaired driving, or vehicle stops, or anything else which falls under police jurisdiction or any other government or provincial authority.
- Noise or disturbance calls requiring after-hours response.
- Animal control involving the physical capture, transport, or temporary housing of animals.
- Fire Code enforcement, open burning, or fire safety issues, unless specifically authorized by the Municipality and agreed upon by the Contractor.
- Building Code inspections or orders related to construction, occupancy, removal, relocations, or demolition.
- Public health enforcement, including mold, hoarding, or unsanitary living conditions, which are within the authority of the Northeastern Public Health Unit; or any other governing body.
- Property seizure or eviction enforcement, including services, unless accompanied by the appropriate court order, police, and at the direction of the Municipality, and agreed upon by the Contractor.

Article II:

The Township will:

1. *Pay the Contractor in lawful money of Canada plus all applicable taxes for the material and services aforesaid:
 - a. HST to be charged back to the municipality
 - b. Hourly Rate of \$ 47.33 * + *(HST)
 - c. Mileage: As established on an annual basis by the Canada Revenue Agency

- d. A Workplace Safety & Insurance Board *(WSIB) surcharge based on the applicable WSIB Premium multiplied by the hourly rate. *Example: WSIB Premium rate of \$1.35 per \$100 of earnings X \$1,000 = \$13.50 WSIB Surcharge.
- e. Expenses related to any training the Township determines is required or necessary of the contractor. Expenses shall include course registration and travel expenses, lodging & meals.
- f. The **Consumer Price Index (COLA)** shall be applied to the hourly rate and monthly fee on an annual basis with an effective date of January 1st in each year.
- g. Yearly *(uniform) allowance in the amount of *\$300.00. The contractor will invoice the municipality at the beginning of each calendar year.
- h. The municipality to provide identification cards in the form of a business card to include the contractor's business name and the municipal townships contact information and numbers. Contractors' personal information will not to be included unless agreed upon by both parties.

*WSIB adjustments may be made depending on WSIB requirements and their surcharges.

*Make payment on account of the said work and receipt of an invoice with terms of Net 30 days after receiving such invoice.

*Where applicable, the Contractor will charge for a uniform supplement of \$300 yearly.

*HST to be charged back to the municipality.

- 2. The contractor reserves the right to charge a retainer, in an amount or percentage to be mutually agreed upon by the contractor and the municipality, after the completion of one year of service. The terms and conditions of such a retainer shall be set out in writing and appended to this Agreement upon mutual consent of both parties.
- 3. Not to release the contractor's personal information, including the contractor's address, email address, phone number or other personal information without prior authorization from the contractor.

Article III: Term

1. This Agreement shall commence on the 13th, day of January, 2026 and remain in effect until terminated by either party.
2. Either party may terminate the agreement by providing 90 days written notice.

Article IV:

1. Creation and Nature of Relationship: **INDEPENDENT CONTRACTOR**
 - a. The Township will appoint the Contractor as By-law Enforcement Officer and Property Standards Officer.
 - b. This Agreement is an Agreement for services to be rendered to the Township 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 Casey, as an independent contractor and not as an employee.
 - d. Accordingly:
 - i. The Contractor agrees that the Township 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 Township to the Contractor or amounts paid by the Contractor to its employees or contractors. The Contractor agrees to indemnify the Township 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 Township may extend to its employees.
 - iii. The Contractor is free to provide services to other clients.
 - 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 Township.

2. **Subcontracting**

- a. The contractor may subcontract services to an alternate qualified individual agreed upon by both the municipality and the contractor, in the amount agreed upon with the subcontractor including insurance and WSIB requirements.
- b. The subcontractor/alternate will conduct his or her business to include vehicle insurance of at least 2 million liability, and WSIB premiums not covered under the contractor's business. The municipalities shall not hold the contractor liable for the alternates conduct or actions while conducting municipal enforcement/by-law services for the municipality. The contractor shall notify the municipality in advance if he intends to subcontract services or expects to be unavailable due to vacation, illness, or other extended absences. The municipality may directly contact the subcontractor/alternate in the absence of the contractor. The contractor will arrange to pay the subcontractor/alternate, and the municipalities will pay the contractor directly.

* Previously appointed By-Law Officer: Thomas Peter Gilboe.

3. Workplace Safety Insurance Board:

- a. The Contractor agrees to submit to the Township, a Clearance Certificate from the Workplace Safety and Insurance Board (WSIB) of Ontario; or written confirmation from the Workplace Safety Insurance Board that the Contractor and employees are not subject to Workplace Safety Insurance. Workplace Safety Insurance Act coverage, assessments or reports are the exclusive responsibility of the Contractor. If in default under the Act or Regulations, the Township may withhold payment in an amount sufficient to cover such default or cancel the contract.
- b. The Contractor shall supply the Township with his annual WSIB Premium Rate Summary when it becomes available.

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 Township.
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 be reproduced in any form except as required to carry out the contractors' obligations under this Agreement. This shall not survive termination of this Agreement.

Article VI: Insurance

1. The Contractor agrees to maintain during the term of this Agreement Vehicle Liability Insurance naming the Township as co-insured, in the following amounts:
 - a. Vehicle Liability Insurance: \$2 million
2. The Contractor shall, within 7 days of the insurance renewal date, submit to the Township a Certificate of Insurance together with an Undertaking from the insurance company that such insurance will not be cancelled or reduced in coverage without ninety (90) days prior written notice to the Township.
3. Should the Township be of the opinion that the insurance taken out by the Contractor is inadequate in any respect for any reason whatsoever, the Contractor shall forthwith take out additional insurance satisfactory to the Township.

Article VII: Cancellation

1. The Township reserves the right to immediately terminate the Contract for sufficient cause, including but not limited to such items such 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 Township, 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 a termination of Contract. The Township shall provide written notice of termination.
3. The Township may elect to terminate the Contract if the original terms and conditions are significantly changed, giving ninety (90) 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 negotiated if mutually acceptable to both 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.

VIII: Indemnity

1. As a condition of carrying out this Agreement, the Township agrees to indemnify the Contractor against any and all claims, demands, suits or other proceedings for costs, damages, losses, liabilities, and expenses including all legal fees that may be incurred in defending any claims that may be made against myself 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 me in the course of the undertaking.
2. The Township shall provide the Contractor, on the signing of the contract, then there afterwards on or before April 1st of each year, a Certificate of Insurance that outlines the limits of coverage and names the Contractor as additionally insured for the purposes of acting on behalf of the Township as its By-law Enforcement & Property Standards Officer. Any and all other operations by the Contractor, including work undertaken for other clients, is hereby excluded from said coverage.

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 or to a member of the firm or to an officer of the CCL 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 of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender.
2. 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 was 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.

Contractor:

MEPS Advisory Services Inc. (Municipal Enforcement & Property Standards
Management Services)

c/o David Bishop

Lot 7, Concession 11

Lorrain Township, Ontario

P0J 1K0

Township: Casey

903303 Hanbury Road

New Liskeard, ON

P0J1P0

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In witness whereof the parties have executed this Agreement the day and year first above written.

Signed and Sealed in
The Presence of:

**MEPS Advisory Services.
(Municipal Enforcement & Property Standards
Management)**



David Bishop



Witness:

Print Name & Title: Wendy Bishop

The Corporation of the Township of Casey



Reeve - Guy Labonte

Municipal Seal



Clerk-Treasurer - Krystle Seymour

**Appendix 1 to Schedule A of
By-law No. 2026-04**

Contract Job Description

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**ON-CALL BYLAW ENFORCEMENT OFFICER
CONTRACT**

POSITION TITLE: ON-CALL LAW ENFORCEMENT OFFICER

DEPARTMENT: ADMINISTRATION

SUMMARY OF DUTIES: To enforce the various regulatory bylaws of the Municipality, including but not limited to property standards, burning, etc. to ensure the health and safety of the public by maintaining acceptable standards, on an on-call basis.

REPORTS TO: 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 and property standards.

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

Maintains confidentiality of ratepayers, fellow employees and Council in the spirit of the Municipal Freedom of Information and Protection of Privacy Act, and individual rights and privileges.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

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

- a. To provide a variety of inspection, advisory and enforcement services pertaining to legislation and to the by-laws of the municipality.
- b. Respond to complaints regarding alleged violations, conducts investigations into allegations, urging self-compliance where possible through discussion and written correspondence to violators.
- c. Provide information on by-laws and enforcement conditions.
- d. Issue violation tickets and/or warnings.

- e. Enforce by-laws through court action when necessary.
- f. Upon request, prepare reports for Council.
- g. Be prepared to complete weekend or evening patrol to observe, make notes, be prepared to charge and give testimony in Provincial Offences Court.
- h. Enforce any Township established regulatory by-laws including but not limited to parking, zoning, and property standards, as directed by the CAO or designate. This position does not include the enforcement of provisions in the Animal Control By-Law.
- i. Promote good public relations and provide information to the public with respect to policies of the Municipality.
- j. Supply and utilize the following equipment:
 - i. Uniforms and any necessary safety protective clothing, gear or footwear.
 - ii. Transportation.

EDUCATION/ EXPERIENCE/ SKILLS:

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

MENTAL EFFORT:

- a. 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 Clerk-Treasurer or his/her designate.

Judgement is exercised in:

- Ensuring that all by-laws are enforced precisely and fairly.
- Ensuring that decisions regarding violations can be fully supported.
- Ensuring the accuracy of letters of compliance and summonses.
- Utilizing appropriate resources within the municipality regarding interpretation of Township by-laws and codes and recommending to supervisor potential legal action in situations of non-compliance.

WORKING CONDITIONS:

- Exposed to adverse weather conditions at times.
- Exposed to abusive language and threatening behaviour 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.