

THE CORPORATION OF THE VILLAGE OF SOUTH RIVER

By-law 8-2017

Being a By-law of the Village of South River to appoint a By-Law Enforcement Officer and fix the terms of such employment

WHEREAS the Municipal Act, 2001, Section 20(1) provides that by-laws may be passed by the Councils of all municipalities for appointing such officers and employees as may be necessary for the purposes of the Corporation or for carrying into effect any Act of the Legislature or by-law of the Council; and

WHEREAS Section 15 of the Police Services Act, R.S.O. 1990, C.P. 16 provides that a municipal council may appoint persons to enforce the by-laws of the municipality and such By-law Enforcement Officers are peace officers for the purpose of enforcing municipal by-laws; and

WHEREAS it is deemed expedient by the Council of the Village of South River to appoint a By-law Enforcement Officer; now

THEREFORE the Council of the Village of South River enacts as follows:

- 1) That _____ is hereby appointed as By-law Enforcement Officer based on the agreement with the Municipal Corporation of the Township of Armour (See attached agreement, Schedule "A")
- 2) This position of By-law Enforcement Officer shall be considered an on-call position and therefore will not be entitled to any other benefits of the Village.
- 3) That _____ shall be deemed to be an officer and representative of Village when acting in the scope of his duties.
- 4) That this By-law shall come into force and take effect immediately upon the final passing thereof.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 10th DAY OF APRIL, 2017

Jim Coleman, Mayor

Susan L. Arnold, Clerk Administrator

**The Corporation of the Village of South River Agreement
By-law 8-2017 Schedule "A"**

WHEREAS Section 20(1) of the Municipal Act, SO 2001, c. 25, as amended, allows a municipality to enter into an agreement with another municipality regarding a joint undertaking, which includes a By-Law Enforcement Officer.

AND WHEREAS the Village of South River is desirous of contracting the services of a By-Law Enforcement Officer for the purpose of a temporary replacement of our regular By-law Enforcement Officer, as per the terms of this agreement;

NOW THEREFORE both parties agree as follows:

- 1) That the Village of South River shall have the use of the Armour Township By-Law Enforcement Officer on a need to replace basis when time permits from his daily duties.
- 2) THAT the Village of South River shall pay the Township of Armour the current rate at which the Township of Armour is remunerating the By-Law Enforcement Officer for each hour worked, plus HST.
- 3) That the Village of South River shall also be invoiced for any mileage incurred by the By-Law Enforcement Officer while working in the Village of South River at the mileage rate the Township of Armour pays the By-law Enforcement Officer. Mileage shall be based on the By-law Enforcement Officer's log book.
- 4) The Village of South River agrees that, when applicable the Township of Armour shall invoice them on a monthly basis for the period completed and that the Officer will submit a written report, to be included with the invoice, detailing the work completed during that month for the Village of South River.
- 5) In the event of prosecution by or against the Officer in the territorial jurisdiction of the Village of South River, the Village of South River shall be responsible for any costs arising from such legal proceedings, as well as legal representation of their own choosing. Such costs shall be in accordance with Section 2 and 3 of this Agreement.
- 6) The Village of South River agrees to maintain an insurance policy relating to and covering the By-Law Enforcement Officer for the entire term of this agreement. The Village of South River agrees on behalf of itself, its successors and assigns, to indemnify and save harmless the Township of Armour, its servants and agents from and against any actions, causes of actions, damages, suits, claims and demands whatsoever which may arise, either directly or indirectly, out of the performance or non-performance of the services provided herein and in connection with the carrying out of the provisions of this agreement.
- 7) Either party may cancel this agreement by serving to the other, written notice of their intention, ninety (90) days in advance of the date of termination.
- 8) This agreement constitutes the entire agreement between the parties.

IN WITNESS THEREOF THE CORPORATION OF THE VILLAGE OF SOUTH RIVER HAS HEREUNTO AFFIXED ITS CORPORATE SEAL ATTESTED BY THE HAND OF ITS PROPER SIGNING OFFICERS.

Dated at South River, Ontario

this ____ day of _____, 2017

Mayor Jim Coleman

Clerk Administrator Susan L. Arnold

IN WITNESS THEREOF THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF ARMOUR HAS HEREUNTO AFFIXED ITS CORPORATE SEAL ATTESTED BY THE HAND OF ITS PROPER SIGNING OFFICERS.

Dated at _____

this ____ date of _____, 2017

Reeve

Clerk