

**THE CORPORATION OF THE VILLAGE OF SOUTH RIVER**

**By-law 25-2022**

**Being a By-law to enter into an agreement with the Township of Strong, Township of Joly, and Village of Burk's Falls to share a Municipal Law Enforcement Officer.**

---

**WHEREAS** Section 10 (2) of the *Ontario Municipal Act, S.O. 2001* provides for single-tiered municipalities to pass by-laws respecting enforcement of municipal by-laws; and

**WHEREAS** the *Municipal Act, S.O. 2001*, Section 23.1 provides that a municipality has the authority to delegate its powers and duties under this and any other Act to a person or body subject to the restrictions set out in Section 23.1;

**WHEREAS** the Village of South River has retained the services of a Municipal Law Enforcement Officer under employment contracts to provide the services to the municipality; and

**WHEREAS** the Village of South River agrees that their Municipal Law Enforcement Officer may also be appointed as such by the Township of Strong, the Township of Joly, and the Village of Burk's Falls; and

**WHEREAS** the Village of South River, the Township of Strong, the Township of Joly, and the Village of Burk's Falls agree the Municipal Law Enforcement Officer shall remain the employee of the Village of South River;

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

1. That the Clerk Administrator and Mayor be authorized to sign an agreement with the Township of Strong, Township of Joly, and the Village of Burk's Falls attached as Schedule "A";
2. That By-law 9-2022 be rescinded.
3. That this By-law shall come into force and take effect July 1, 2022.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 27th DAY OF June, 2022

---

Jim Coleman, Mayor

---

Don McArthur, Clerk-Administrator

**Schedule “A” By-law 25-2022  
AGREEMENT**

**Between**

**THE CORPORATION OF THE TOWNSHIP OF STRONG**

And

**THE CORPORATION OF THE TOWNSHIP OF JOLY**

And

**THE CORPORATION OF THE VILLAGE OF SOUTH RIVER**

And

**THE MUNICIPALITY OF THE VILLAGE OF BURK’S FALLS**

**WHEREAS** Section 10 (2) of the *Ontario Municipal Act, S.O. 2001* provides for single-tiered municipalities to pass by-laws respecting enforcement of municipal by-laws; and

**WHEREAS** the *Ontario Municipal Act, S.O. 2001*, Section 23.1 provides that a municipality has the authority to delegate its powers and duties under this and any other Act to a person or body subject to the restrictions set out in Section 23.1;

**WHEREAS** the Village of South River has retained the services of a Municipal Law Enforcement Officer under employment contracts to provide the services to the municipal; and

**WHEREAS** the Village of South River agrees that their Municipal Law Enforcement Officer may also be appointed as such by the Township of Strong, the Township of Joly, and the Village of Burk’s Falls;

**WHEREAS** the Village of South River, the Township of Strong, the Township of Joly, and the Village of Burk’s Falls agree the Municipal Law Enforcement Officer shall remain the employee of the Village of South River; and

**WHEREAS** the Township of Strong, the Township of Joly, and the Village of Burk’s Falls agrees to pay the Village of South River for the costs involved in retaining the Municipal Law Enforcement Officer from the Village of South River, as per the terms of this agreement;

**NOW THEREFORE all parties agree as follows:**

1. That the Municipal Law Enforcement Officer be called the Almaguin Municipal Law Enforcement Officer.
2. That the Village of South River shall pay the Municipal Law Enforcement Officer between twenty-five dollars ( \$25.00) and thirty dollars (\$30.00) per hour plus benefit package and OMERS pension.
3. That the MLEO’s hours will be paid for thirty-five (35) per week or one thousand eight hundred and twenty (1820) hours annually with the understanding that hours worked in excess of 35 per week be banked and utilized during non busy times. From the May long-weekend for the next nineteen (19) weeks the hours may be up to forty-four (44) hours per week and the remaining weeks of the year may be down to thirty (30) hours per week. The hours which are worked will be tracked and shall include the hours worked at each municipality. Each municipality shall have the use of the Municipal Law Enforcement Officer for a minimum of one day each working week.

4. That each municipality shall be invoiced for any mileage incurred by the Municipal Law Enforcement Officer while working in the any of the above named municipalities. Mileage will be paid at a rate of Fifty-nine (\$0.59) cents per kilometer to the Township of Strong for their vehicle or to the Municipal Law Enforcement Officer if using their own vehicle.
5. The parties agree the cost of the wage for the Municipal Law Enforcement Officer will be split equally between all municipalities regardless of how many hours of work has been taken up in one of the other municipalities. The hours of work will be logged for tracking purposes.
6. The Village of South River agrees to levy the annual cost of the Municipal Law Enforcement Officer's wage and other known costs with payments due from the other municipalities on a monthly basis. The 2022 equipment and training costs will be shared equally among all four municipalities. Copies of all documents supporting any additional invoice shall be provided upon written request from the other municipalities.
7. The Village of South River will be responsible for ordering whatever stationary and forms are required by the Municipal Law Enforcement Officer to operate on the parties' behalf. The Municipal Law Enforcement Officer will be responsible for the completion of all reports, forms and correspondence.
8. In the event of prosecution by or against any of the member municipalities in the territorial jurisdiction of the Village of South River, Township of Strong, the Township of Joly, and the Village of Burk's Falls the member municipality shall be responsible for any costs arising from such legal proceedings, as well as legal representation of their own choosing.
9. All parties to this Agreement agrees to maintain an insurance policy relating to and covering the Municipal Law Enforcement Officer and their related performance or non-performance of services, within the territorial jurisdiction of the municipality for which the Municipal Law Enforcement Officer is performing his duties. Proof of such an insurance policy must be forwarded to all parties of this agreement. All parties agree on behalf of themselves, their successors and assigns, to indemnify and save harmless the Village of South River, 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 the agreement.
10. The Village of South River agrees to administer the financial responsibilities regarding the approved budget, paying invoices for related costs and the bi-weekly wage, the attendance reporting of the Municipal Law Enforcement Officer and the calling of a committee meeting when the employee requires direction and/or discipline or for other employee related matters.
11. Any disputes arising from the administration of this agreement shall be resolved by the report of a Municipal Law Enforcement Officer committee composed of the Clerk or designate and one member of council from each of the parties in this agreement. This committee shall meet as required to discuss any matters pertaining to the service or delivery of same.
12. This agreement shall be in place from July 1, 2022 to December 31, 2025. Thereafter it may be renewed by all parties on whatever is determined to be acceptable.
13. Any party may cancel this agreement by serving the remaining parties written notice of their intention by no later than June 30<sup>th</sup> of the year in which the notice is served and withdrawal will occur December 31<sup>st</sup> at 11:59 p.m. six months later. No cancellation of this agreement will be allowed midway through a year.

This Agreement entered into this 27th day of June, 2022. Signature page follows

**Village of South River**

---

Jim Coleman, Mayor

---

Don McArthur, Clerk Administrator

---

Date of Signing

**Township of Strong**

---

Kelly Elik, Mayor

---

Caitlin Haggart, Clerk Administrator

---

Date of Signing

**Township of Joly**

---

Tim Bryson, Mayor

---

Leanne Crozier, Clerk Administrator

---

Date of Signing

**Village of Burk's Falls**

---

Cathy Still, Mayor

---

Nicky Kunkel, Clerk

---

Date of Signing