

THE CORPORATION OF THE VILLAGE OF SOUTH RIVER

By-law 9-2022

Being a By-law to enter into an agreement with the Township of Strong and Township of Joly 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, and the Township of Joly; and

WHEREAS the Village of South River and the Township of Strong and the Township of Joly 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 and Township of Joly, attached as Schedule "A";
2. 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 14th DAY OF MARCH, 2022

Jim Coleman, Mayor

Sherri Hawthorne, Deputy Clerk

**Schedule “A” By-law 9-2022
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

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, and the Township of Joly; and

WHEREAS the Village of South River and the Township of Strong and the Township of Joly agree the Municipal Law Enforcement Officer shall remain the employee of the Village of South River; and

WHEREAS the Township of Strong and the Township of Joly 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 forty (1840) 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. 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 and the Township of Joly 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 the date of its signing 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 30th of the year in which the notice is served and withdrawal will occur December 31st 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 14th day of March, 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