

This is Schedule Agreement to By-law 2021-61

Shared Municipal By-law Enforcement Officer services provided by the Township of Chisholm to the Townships of Bonfield and Papineau-Cameron and Municipalities of Calvin and East Ferris.

AGREEMENT

BETWEEN:

The Corporation of the Township of Chisholm
having its principal office at
2847 Chiswick Line, Powassan ON P0H1Z0
(herein after called “Chisholm”)

OF THE FIRST PART

AND

The Corporation of the Township of Bonfield
having its principal office at
365 Highway 531, Bonfield ON P0H 1E0
(herein after called “Bonfield”)

OF THE SECOND PART

AND

The Corporation of the Municipality of Calvin
having its principal office at
1355 Peddlers Drive, Mattawa, ON P0H 1V0
(herein after called “Calvin”)

OF THE THIRD PART

AND

The Corporation of the Municipality of East Ferris
having its principal office at
390 Hwy 94, Corbeil, ON P0H1K0
(herein after called “East Ferris”)

OF THE FOURTH PART

AND

The Corporation of the Township of Papineau-Cameron
having its principal office at
4861 Highway 17, P.O. Box 630 Mattawa, ON P0H 1V0
(herein after called “Papineau-Cameron”)

OF THE FIFTH PART

THE ABOVE PARTS HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS;

1. That the enforcement of Municipal By-laws shall be carried out by the Municipal Bylaw Enforcement Officer, who is an employee of the Township of Chisholm. The employee is not part of the bargaining unit.
2. That the Township of Chisholm shall provide an employee, herein called Municipal By-law Enforcement Officer (MLEO) to all other parts of the Agreement to enforce each of their own Municipal By-laws, as well as, but not limited to, assisting with By-Law development and short

descriptions and getting fines approved with the Province. In the event that the Township of Chisholm appoints a new MLEO, the Township of Chisholm will inform all other parts of the change in employee and the agreement shall continue as is.

3. The MLEO will abide by the Township of Chisholm MLEO Job Description and Employee Personnel Policies and Procedures of the Township of Chisholm.

4. That the Council of the Townships of Bonfield and Papineau-Cameron and Municipalities of East Ferris and Calvin shall indemnify and save harmless the Township of Chisholm and their staff from any actions or litigation arising from matters under the *Municipal Act* and the *Planning Act* prior to the effective date of this agreement.

5. That the Townships of Bonfield, Chisholm and Papineau-Cameron and Municipalities of East Ferris and Calvin shall at all times during the term of this Agreement, maintain in force professional and general liability insurance appropriate to the duties of Municipal By-Law enforcement as specified herein.

6. That the Townships of Bonfield and Papineau-Cameron and Municipalities of East Ferris and Calvin shall, during the term of this Agreement, be included as an “additional named insured” under the Township of Chisholm Municipal Liability Insurance, but only in respect of and during the Services performed under this and cross liability insurance is to be provided.

7. That the Townships of Bonfield and Papineau-Cameron and Municipalities of East Ferris and Calvin shall reimburse semi-monthly, as invoiced to the Township of Chisholm the costs of providing municipal by-law enforcement services at the rate of \$37.00 per hour plus a mileage rate of \$0.50 per kilometer rate for travel allowance to and from the municipal office in Chisholm (2847 Chiswick Line) or the employee’s place of residence (Municipality of East Ferris), whichever is shorter.

8. That the Townships of Bonfield and Papineau-Cameron and Municipalities of East Ferris and Calvin agree to an increase in the hourly rate paid for MLEO services annually as per percentage increases negotiated for the unionized employees of the Township of Chisholm (CUPE 4616-01).

9. Expenses not listed in section 7 will be based on a prorated calculation and will be calculated on the actual MLEO hours used by each municipality in the 6-month period prior to invoicing. Municipalities will be invoiced semiannually, in July for the period of January 1 to June 30 and January for the period of July 1 to December 31. Expenses under this item include future training and continuing education and annual membership to the Municipal Law Enforcement Officer’s Association.

10. That the Township of Chisholm shall provide to the MLEO all necessary forms, applications and office supplies necessary to carry out their duties but will be use electronic communication and documentation as much as possible.

11. That each municipality provide administrative support to the MLEO for items such as, typing letters, mailing/couriering, finding contact information, etc., for the occurrences in their own municipalities and that one common occurrence form be used for all occurrences that the MLEO is asked to investigate. All paper and electronic documents, as applicable, will be returned to the proper municipality once the occurrence file is closed.

12. In the event of a complaint involving the MLEO, the CAO of the municipality who received the complaint shall reach out to the CAO of the Township of Chisholm as soon as possible for resolution.

13. The MLEO will provide an annual report to each municipality including items such as number of complaints, summary of infractions/outcomes, recommendations for changes to by-laws, etc.

14. That each municipality reach out directly to the MLEO when services by the by-law enforcement officer are needed in their own municipality.

15. That each municipality be responsible for their own legal counsel and fees associated with any legal dispute involving the MLEO.

16. That this Agreement shall be in effect from January 1, 2022 for a period of three years.

17. That any Council may terminate this agreement upon 60 days written notice.

18. Should this Agreement be terminated, the Townships of Bonfield and Papineau-Cameron and Municipalities of East Ferris and Calvin shall pay to the Township of Chisholm all outstanding costs up to the date of termination and the Township of Chisholm shall return in good order, all municipal files and records relating to by-law enforcement matters within the terminating municipality.

Signed this _____ day of _____, 202__.

For the Township of Chisholm:

For the Municipality of East Ferris:

Mayor, Gail Degagne

Mayor,

CAO, Jennistine Leblond

CAO

For the Township of Bonfield:

For the Municipality of Calvin:

Mayor,

Mayor,

CAO

CAO

For the Township of Papineau-Cameron:

Mayor,

CAO

