

THE CORPORATION OF THE TOWNSHIP OF McMURRICH/MONTEITH

BY-LAW 01 - 2015

Being a by-law to appoint a Municipal By-Law Enforcement Officer/Animal Control Officer, Fix the Terms of Such Employment and to repeal bylaw 13-2012 and 10-2014.

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 Municipal By-law Enforcement Officers are peace officers for the purpose of enforcing municipal by-laws.

AND WHEREAS it is deemed expedient by the Municipal Council of the Corporation of the Township of McMurrich/Monteith to appoint a By-law Enforcement Officer/ Animal Control Officer.

AND THEREFORE the Council of the Corporation of the Township of McMurrich/Monteith ENACTS as follows:

- 1) That [Corey Crewson and Andrew Stillar](#) are hereby appointed as By-law Enforcement Officers/Animal Control Officers effective immediately, to serve at the pleasure of Council, in a part-time, shared agreement with the Town of Huntsville. (See attached Memorandum of Understanding, Schedule "A")
- 2) The positions of Municipal By-law Enforcement Officer/Animal Control Officer shall be considered an on-call position and therefore will not be entitled to any other benefits of the Municipality.
- 3) That [Corey Crewson and Andrew Stillar](#) shall be deemed to be officers and representatives of the Municipal Corporation when acting in the scope of their duties.
- 4) That said appointment shall be effective as of January 12, 2015.
- 5) That this By-law shall come into force and take effect immediately upon the final passing thereof.
- 6) That Bylaw 13-2012 and 10-2014 are hereby repealed.

Read a first and second time this 12th day of January, 2015.

With special permission of Council, read a third time and finally passed this 12th day of January, 2015.

Reeve

Clerk/Treasurer

The Corporation of the Township of McMurrich/Monteith

Schedule "A"

Memorandum of Understanding

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 might include Animal Control/By-Law Officer (s).

AND WHEREAS the Town of Huntsville has retained the services of two (2) Animal Control/By-Law Officers.

AND WHEREAS the Township of McMurrich/Monteith is desirous of contracting the services of the above stated Animal Control/By-Law Officer (s) as per the terms of this Memorandum of Understanding;

NOW THEREFORE both parties agree as follows:

1. That the Township of McMurrich/Monteith shall have the use of the Town of Huntsville's Animal Control/By-Law Officer (s) when time permits from their daily duties for the Town of Huntsville.
2. That the Township of McMurrich/Monteith shall pay for the time taken by these officers to fulfill their duties in McMurrich/Monteith a rate of \$40 per hour.
3. That the Township of McMurrich/Monteith shall be invoiced as well for any mileage incurred by the Animal Control/By-Law Officer (s) while working in the Township of McMurrich/Monteith at a rate of Forty Nine (.49) cents per kilometer. Mileage will be applicable from the Officer's departure from Huntsville.
4. The Township of McMurrich/Monteith agrees that the Town of Huntsville shall invoice them on a monthly basis for the period completed and that the Officers will submit a written report, to be included with the invoice, detailing the work completed during that month for the township.
5. In the event of prosecution by or against the Officers in the territorial jurisdiction of the Township of McMurrich/Monteith, the Township of McMurrich/Monteith 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 Township of McMurrich/Monteith agrees to maintain an insurance policy relating to and covering the Animal Control/By-Law Officer (s) for the entire term of this agreement. The Township of McMurrich/Monteith agrees on behalf of itself, its successors and assigns, to indemnify and save harmless the Town of Huntsville, 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, thirty (30) days in advance of the date of termination.

This Memorandum of Understanding is entered into this 12 day of January 2015.

Reeve (Joanne Griffiths)
Township of McMurrich/Monteith

Clerk-Treasurer (Cheryl Marshall)
Township of McMurrich/Monteith

Executive Director (Michael Gooch)
Town of Huntsville

Acting CAO/Clerk (Denise Corry)
Town of Huntsville