

THIS AGREEMENT made in triplicate this xx day of xxx 2025.

B E T W E E N:

**THE CORPORATION OF THE
TOWNSHIP OF SOUTH STORMONT**

OF THE FIRST PART

- AND -

**THE CORPORATION OF THE
TOWNSHIP OF RUSSELL**

OF THE SECOND PART

WHEREAS the Township of South Stormont has enacted by-laws to provide for the security and wellbeing of its citizens;

AND WHEREAS the by-laws require enforcement by Municipal Law Enforcement personnel and the desire to enter into joint enforcement agreement with the Corporation of the Township of Russell;

AND WHEREAS the Township of Russell does have Municipal Law Enforcement personnel and wishes to enter into an Agreement allowing its municipal enforcement staff to enforce some of the by-laws of the Township of South Stormont;

AND WHEREAS the parties to this Agreement agree that the Township of Russell shall provide to the Township of South Stormont certain services as described in this agreement;

THIS AGREEMENT WITNESSETH that in consideration of the premises, covenants, and agreements herein contained and subject to the terms and conditions hereinafter set out, the parties hereto agree as follows:

1. **DEFINITIONS**

In this Agreement the following definitions will apply:

- (a) **“Contract Administrator”** shall mean the person charged with administering this Services Agreement on behalf of the Township of South Stormont signatory to this Agreement;

- (b) **“Officers”** shall mean those individuals appointed from time to time to act on behalf of the municipality signatory to this Agreement for the purposes of enforcing municipal by-laws;
- (c) **“Report”** shall mean the monthly report to be submitted to the Contract Administrator which will include information as provided in Schedule “C” attached hereto and forming part of this Agreement;
- (d) **“Services”** shall mean professional services to be provided by the Township of Russell pursuant to this Agreement and as specified in Schedule “B” of this Agreement;
- (e) **“Corporation”** shall mean and include the Corporation of the Township of Russell, its agents, officials and employees.

2. **TERMS OF AGREEMENT**

- (1) The term of this agreement shall be the period from February 1, 2025, to December 31, 2030, or term of Council.

- (2) This agreement may be terminated by either party on the giving of 90 days written notice.

- (3) Provided neither party is in breach of any of the terms or conditions of this agreement, this agreement may be extended at the end of its term for a further period of two years on terms acceptable to both parties.

3. **LEVEL OF SERVICE AGREED UPON**

The Township of Russell agrees to furnish and perform the Services as set out in Schedule “B”:

The Township of Russell agrees to supply at its sole cost and expense all staff, equipment, accommodations, and technical assistance necessary to perform the services to be furnished by it under this Agreement and to assume all overhead expenses in connection therewith.

4. **CONSIDERATION**

The Township of South Stormont agrees to pay the Township of Russell in consideration for the provision of services as described on the attached Schedule “B”, subsequent to receiving a report as per “Schedule C” during the term of this agreement, the amounts as described on the attached “Schedule A”.

5. INDEMNIFICATION

The Township of South Stormont agree that they will, save harmless and fully indemnify the Township of Russell, their directors, officers, employees, agents, and those whom they are legally responsible from and against all actions, claims, prosecutions and demands whatsoever which may be brought against or made upon the Township of Russell, their directors, officers, employees, agents, and those whom they are legally responsible against loss, liability, judgements, claims, costs, demands or expenses which the Township of Russell may sustain, suffer or be put to, by reason of, or on account of, or in consequence of any negligent act or omission for which the Township of South Stormont, is in law responsible.

The Township of Russell agree that they will save harmless and fully indemnify the Township of South Stormont, their directors, officers, employees, agents, and those whom they are legally responsible from and against all actions, claims, prosecutions and demands whatsoever which may be brought against or made upon the Township of South Stormont, their directors, officers, employees, agents, and those whom they are legally responsible against loss, liability, judgements, claims, costs, demands or expenses which the Township of South Stormont may sustain, suffer or be put to, by reason of, or on account of, or in consequence of any negligent act or omission for which the Township of Russell is in law responsible.

For purposes of this section, "costs" shall mean those costs awarded in accordance with the order of a court of competent jurisdiction, the order of a board, tribunal or arbiter or costs negotiated in the settlement of a claim or action.

6. INFORMATION

The Township of South Stormont will use their best efforts to make available any relevant municipal reports, all background information, data, drawings, plans, surveys, and other materials relevant to the services, which are in their possession, for use by the Township of Russell, and will make available at reasonable times, staff members for the purposes of any necessary consultation. The Township of Russell shall not be responsible for costs or damages arising from errors or omissions in any of the information which is supplied by the Township South Stormont.

7. GENERAL TERMS AND CONDITIONS

Co-operation – Public Enquiry Procedure

The Township of South Stormont and the Township of Russell hereby jointly and severally covenant and agree to make the Public Enquiry Procedure set out in

Schedule “D” attached hereto and forming part of this Agreement available to any party who has a complaint about the service.

8. **INSURANCE**

The Township of South Stormont also agrees that it shall, at its own expense during the performance of the Services maintain Municipal Liability, Professional Liability and Automobile insurance in all respects not less than \$10,000,000.00 of coverage. In respect of Municipal Liability coverage, such coverage shall include:

- (a) The Township of Russell as additional insured;
- (b) cross liability/severability of interest clause.

The Township of South Stormont further agrees that the coverage provided by the policies specified in this section will not be cancelled by the Township of South Stormont until thirty (30) days after written notice of such cancellation has been delivered to the Contact Administrator of the Township of Russell.

The Township of Russell also agrees that it shall, at its own expense during the performance of the Services maintain Municipal Liability, Professional Liability and Automobile insurance in all respects not less than \$10,000,000.00 of coverage. In respect of Municipal Liability coverage, such coverage shall include:

- (a) the Township of South Stormont as additional insured;
- (b) a cross liability/severability of interest clause.

The Township of Russell further agrees that the coverage provided by the policies specified in this section will not be cancelled by the Township of Russell until thirty (30) days after written notice of such cancellation has been delivered to the Township of South Stormont

9. **RIGHT OF AUDIT**

An Auditor duly designated in writing by the Contract Administrator may audit and inspect accounts, records, receipts, vouchers, and other documents relating to the Services and shall have the right to make copies thereof and take extracts therefrom. The Township of Russell shall make available all facilities, physical and otherwise, for such audits and inspections and shall furnish the Contract Administrator and its authorized representatives with all such information as it, or they, may from time to time require with reference to such accounts, records, receipts, vouchers, and other documents, as aforesaid, to be preserved and kept available for audit and inspection at any reasonable time, until the expiration of two (2) years from the date of dismissal

of the Township of Russell pursuant to Section 13 or from the date of completion of the Services hereunder, or until the expiration of such lesser or greater period of time as shall be approved in writing by the Contract Administrator.

10. **DISMISSAL BY THE CONTRACT ADMINISTRATOR**

It is agreed between the parties hereto that the Township of Russell may, on ninety (90) days' prior written notice, be dismissed by the Contract Administrator.

11. **TERMINATION BY THE TOWNSHIP OF RUSSELL**

It is agreed between the parties hereto that the Township of Russell shall have the right to terminate this Agreement on ninety (90) days' prior written notice.

12. **PRINCIPAL OF THE TOWNSHIP OF RUSSELL**

For the purposes of the Agreement, the following person is the principal of the Township of Russell:

Director of Public Safety and
Enforcement CMC:

DRAFT

Millie Bourdeau or other person
authorized by Council

13. **CONFIDENTIAL INFORMATION**

Upon termination or expiry of this Agreement, the Township of Russell shall return to the Contract Administrator all written or descriptive matter, including but not limited to drawings, prints, descriptions or other papers, documents or any other material which contains any Confidential Information.

Subject to the Freedom of Information and Protection of Privacy Act, R.S.O./ 1990, and the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, and any amendments thereto, and except as expressly provided in this Section, no Confidential Information shall be disclosed in any manner whatsoever, without the approval in writing of the Contract Administrator, and

- (a) the Township of Russell shall hold all Confidential Information obtained in trust and confidence for the Contract Administrator and shall not disclose any such Confidential Information, by publication or other means, to any person, company or other government agency nor use the same for any project other than for the benefit of the Township of South Stormont as may be authorized by the Contract Administrator in writing;

- (b) any request for such approval by the Contract Administrator shall specifically state the benefit to the Contract Administrator of disclosure of Confidential Information.
- (c) any use of the Confidential Information shall be limited to the express purposes as set out in the approval of the Contract Administrator.
- (d) the Township of Russell shall not, at any time during or after the term of this Agreement, use any Confidential Information for the benefit of anyone other than the Township of South Stormont.

14. **OFFICIAL NOTIFICATION**

- (a) Any notice herein required or permitted to be given under this Agreement shall be delivered to the Contract Administrator with a copy to:

Township of South Stormont

2 Mille Roches Road

PO Box 84

Long Sault, Ontario K0C 1P0

Attention: Chief Administrative Officer

- and

Township of Russell

717 Notre-Dame Street

Embrun, Ontario KOA 1W1

**Attention: Director of Public Safety and Enforcement/
CEMC - Millie Bourdeau**

- (b) Any notice given in accordance with Subsection (a) hereof, shall be deemed to have been received within 5 days of its mailing date.
- (c) Either party hereto may at any time give notice under this Section to the other of a change of address and thereafter such changed address shall be substituted for the previous address set out in subsection (a) hereof.

15. **INTERPRETATION**

Words importing the masculine gender shall include the feminine and neuter, and the singular shall include the plural where the meaning or context so requires.

16. **COMPLETE AGREEMENT**

- 16.1 This Agreement constitutes the complete and exclusive statement of the Agreement between the parties, which supersedes all proposals, oral or written, and all other communications between the parties, relating to the subject matter of this Agreement.
- 16.2 If one or more of the phrases, clauses, paragraphs, sections or subsections contained in the Agreement shall be declared invalid by the final and unappealable order, decree or judgement of any court of competent jurisdiction, this Agreement shall be construed as if such phrase(s), sentence(s), clause(s), section(s) or subsection(s), had not been inserted.
- 16.3 This Agreement may be changed only by written amendment signed and sealed by authorized representatives of both parties or by a court order pursuant to Subsection (2) hereof.

17. **SUCCESSORS AND ASSIGNS**

This Agreement shall jointly and severally ensure to the benefit of and be binding upon the Township of Russell hereto, its heirs, executors, administrators, successors and permitted assigns.

This Agreement shall ensure to the benefit of and be binding upon the Township of South Stormont, their successors and assigns.

IN WITNESS WHEREOF the parties have hereunto affixed their corporate seals duly attested to by the hands of their proper signing officers duly authorized in that behalf, this 18 day of December 2024.

**THE CORPORATION OF THE
TOWNSHIP OF South Stormont**

PER: _____
Bryan McGillis, Mayor

PER: _____
Loriann Harbers, Clerk

**THE CORPORATION OF THE
TOWNSHIP OF RUSSELL**

PER: _____
Mike Tarnowski, Mayor

PER: _____
Joanne Camiré Laflamme, Clerk

SCHEDULE “A”

COSTS for bylaw enforcement

Flat rate retainer:	\$250.00 per week
Hourly rate per officer on retainer:	\$ 90.00 per hour
Hourly rate after hours per officer on retainer:	\$ 135.00 per hour (min. 3 hours per call)
Hourly rate per officer not on retainer:	\$135.00 per hour (3hr min per call)
Hourly rate after hours per officer not on retainer:	\$135.00 per hour (min 4 hours per call)
Meetings	\$ 135.00 per hour (supervisor)
Mileage:	\$0 .65 cents per km, (min 100km) subject to review if increase is significant
Extra Insurance:	If any, will be invoiced to you
Use of equipment:	No charge
Method of payment:	Monthly invoice

Flat rate retainer applies when prescheduled to be available at all times for animal pick up only.

Flat rate retainer includes:

- Be available for calls while officer is off, available during regular hours and call back after hours:
- Reg hours: Monday to Friday - 8 a.m. to 5 p.m. and on-call 24/7. Shifts subject to change
- Includes telephone calls and reports, updates of short duration.
- Report writing in Breken, some court preparation
- Necessary equipment: camera,
- Identified vehicles available
- Complaints are dealt with, as per urgency but are addressed within 24 hours.
- Officers will not respond to dog noise complaints unless the complainant has custody of the dog (unless dog poses a public safety concern)

The pricing structure is valid for 2024 and may be adjusted in January of each year. A notice of increase is to be given at least 60 days prior to the increase being implemented.

SCHEDULE “B”

MUNICIPAL BY-LAWS TO BE ENFORCED AND LEVEL OF SERVICE

1. According to set fines and established legal procedures.
2. Availability - Regular office hours: Monday to Friday - 8 a.m. to 5 p.m., and On-call service 24/7. Shifts subject to change.
3. The Township of South Stormont would be responsible for its own telephone system to be equipped with a call forward or a message type telephone.
4. These services do not include Council's meeting, and preparation of by-law or revision or any legal costs relating to By-law Enforcement.
5. The services include:
 - All dog complaints including pick up once dog is captured or secured
 - Keeping of dogs falls under the pound services agreement
 - Other services may be added at a later time

DRAFT

SCHEDULE “C”
TOWNSHIP OF RUSSELL
ADMINISTRATION ACTIVITY REPORT
(MONTH/YEAR)

Type of calls - complaint
 - information

By-laws enforced

Charges laid

Detailed Monthly Activity Report
Monthly Report to Council

as follows:

Month end for (Month/Year) in the Township of South Stormont

Date	Time	File Number	Action	Comments
Total				km and hrs

SCHEDULE “D”
TOWNSHIP OF RUSSELL
ENQUIRY PROCEDURE

The Township of Russell is committed to providing the best possible service for our public and municipal government clients.

If you have an enquiry about the service provided by the Township of Russell, please follow the procedure outlined below:

STEP 1: Ask to speak immediately with the responsible supervisor .
The person you speak to will investigate your complaint and try to resolve it there and then.

On occasion, however, a manager may not be available, or may be unable to resolve the problem to your satisfaction. In this event you may wish to take the matter further.

STEP 2: Register a written request with the Township of Russell. Your enquiry should be dated and submitted within 14 days of the incident.

The Director of Public Safety and Enforcement/CEMC of the Township of Russell will investigate and provide a written answer to you within 14 days of receiving your complaint. Alternatively, the Director of Public Safety and Enforcement/CEMC may invite you to a meeting.

DRAFT