

THIS MEMORANDUM OF UNDERSTANDING made this day of , 20__.

B E T W E E N:

AND:

**REGIONAL MUNICIPALITY OF
YORK POLICE SERVICES BOARD
(the “Board”)**

**[MUNICIPALITY NAME]
(the “Municipality”)**

WHEREAS the Municipal Act, 2001, provides that a municipality may enact by-laws to regulate matters related to the protection of the health, safety and well being of the inhabitants of the Municipality;

AND WHEREAS the Municipal Act, 2001, also provides that a municipality may enact by-laws to prevent and prohibit public nuisances;

AND WHEREAS the Municipality has enacted by-law -----, respecting the prohibition of controlled substance manufacturing operations;

AND WHEREAS the production of a controlled substance is a criminal offence under the Controlled Drugs and Substances Act, and such Act is enforced by the York Regional Police;

NOW THEREFORE, in consideration of the mutual covenants set forth below, the parties agree as follows;

1. PURPOSE

- 1.1 This purpose of this Memorandum of Understanding (“MOU”) is to set out the responsibilities of the YRP on behalf of the Board and the Municipality under the By-law.

2. DEFINITIONS

- 2.1 In this MOU, the following definitions shall apply:

- a) **“Board”** means the Regional Municipality of York Police Services Board, its members, officers and employees;
- b) **“Building Code”** means the Building Code Act, S.O. 1992 c. 23, as amended;
- c) **“By-law”** means by-law xxxxx,

- d) **“Clandestine Drug Lab”** means any Property found to be the location of or house a manufacturing or product growth operation in contravention to the Controlled Drugs and Substances Act, the Food and Drugs Act, R.S.C 1985 and any other legislation or regulation governing the production and distribution of Controlled Substances;
- e) **“Controlled Substance”** means a ‘controlled substance’ as defined and described in the *Controlled Drugs and Substances Act*, S.C. 1996 c.19, as amended;
- f) **“Food and Drugs Act”** means the *Food and Drugs Act*, R.S.C 1985 c. F-27 as amended;
- g) **“MOU”** means this Memorandum of Understanding, as amended from time to time;
- h) **“Municipal Act”** mean the Municipal Act, 2001, S.O. 2001, as amended;
- i) **“Municipality”** means the -----, its elected officials, officers and employees;
- j) **“Property”** includes but is not limited to any structure defined as a building under the *Building Code*, land and rateable property as defined in the *Municipal Act* or a home defined under the *Construction Lien Act*;
- k) **“Refuse”** includes all controlled substances and other materials used for the trade, manufacture, cultivation, or distribution of a controlled substance, including soils, plants, seeds, transformers and other equipment used for the trade, manufacture, cultivation or distribution of a controlled substance;
- l) **“Region”** means The Regional Municipality of York;
- m) **“Services”** means any and all activities directly or indirectly required to secure, clean-up and dispose of Refuse which is part of or within any Property;
- n) **“YRP”** means the York Regional Police;

3. ROLES OF THE PARTIES

- 3.1 The parties acknowledge that the YRP in carrying out its duties under the *Police Services Act* and other legislation and regulations which grant enforcement powers to policing bodies, acts as a coordinating body for Services when a Clandestine Drug Lab is found and agrees to continue to act in such capacity when it is deemed appropriate to do so.
- 3.2 The YRP shall, should it determine it is appropriate to do so, remove or arrange for the removal of Refuse from those Properties identified by either the Municipality or the YRP as being in contravention of the By-law.

- 3.3 The YRP may arrange to disconnect and make safe any hydro, water or other utility connections that the YRP believes are being used to support the activities of a Clandestine Drug Lab, and take all measures necessary to effect compliance with the By-law.
- 3.4 The YRP will make reasonable effort to notify the Municipality ("Police Notice") when:
- a) an action is taken to enter a Property and effect compliance with the By-law; or
 - b) a Property within the Municipality is found to contain or have contained a Clandestine Drug Lab.
- 3.5 Upon receipt of such Police Notice and for the purpose of coordinating enforcement of by-laws, statutes and regulations, the Municipality agrees to ensure that appropriate inspections are conducted, including building inspections.
- 3.6 Pursuant to section 446 (4) of the *Municipal Act*, the Municipality agrees to arrange for the recovery of costs associated with the Services, including those Services rendered by the Municipality, by adding such costs to the tax roll.

4. FEES AND INVOICING

- 4.1 The parties agree the cost for the Services retained, upon discovery of a Clandestine Drug Lab, should be incurred by the property owner or title holder of the Property.
- 4.2 The charge for the Services shall be based upon fees, any additional reasonable disposal costs, and other reasonable expenses incurred during the course of the Services.
- 4.3 The YRP agrees to submit to the City a written invoice for Services rendered, with sufficient detail to allow the Municipality to determine the extent to which the YRP's Services relate to the enforcement of By-law, within 90 days of the final execution of Services.
- 4.4 The Municipality agrees to make reasonable efforts to collect and pay to the YRP, the amounts due under the YRP's invoice as soon as practicable but the Municipality shall not be obligated to pay any amounts due under the YRP's invoice until it has recovered those amounts from the persons liable or responsible for the contravention of the By-law, including the assessed owners of the affected property.

5. TERM

- 5.1 This MOU shall be effective on _____, for a term of _____ years, and shall be renewed automatically on each anniversary date thereafter for the same duration, unless this MOU is terminated sooner.

6. TERMINATION

- 6.1 Either party may terminate this MOU by upon ninety (90) days written notice to the other party.
- 6.2 Upon issuance of a notice of termination the YRP agrees to provide all outstanding invoices to the Municipality for Services provided by the YRP up to and including the termination date.
- 6.3 Where it is established that the Services were provided after the termination date the Municipality may choose not to pay for such Services.

7. DISPUTE RESOLUTION

- 7.1 In the event there is a dispute between the YRP and the Municipality, the parties agree to attempt to resolve such dispute in discussion between the Executive Director of the Board and the [title of municipal representative], who shall have an additional 60 days to reach a resolution.

8. NOTICES

- 8.1 Any notices, requests, demands, or other communications (a "notice") required or permitted to be given under this MOU shall be given in writing and delivered by hand, mail or facsimile to such other addresses as either party may from time to time designate by written notice to the other party. Any notice given under this MOU shall be deemed to have been received in the case of hand delivery, on the day on which it was delivered; in the case of notice by mail, on the fifth business day following the day on which the notice was mailed; and in the case of notice by facsimile, on the day it was delivered if prior to 4:00 pm on a business day, and if not, on the next business day:

The addresses for notice are as follows:

the Board	the Municipality
Regional Municipality of York Police Services Board Attn: _____	Name _____ Attn: _____

17250 Yonge Street Newmarket, ON L3Y 6Z1	Address Address
Fax: 905-895-5429	Fax: 905-xxx-xxxx

9. GENERAL PROVISIONS

- 9.1 This MOU, including any attached schedules, shall constitute the entire agreement between the Board and the Contractor. Any change, alteration, or amendment to this Agreement shall be made in writing and signed by both parties.
- 9.2 This MOU shall enure to the benefit of and be binding upon the parties and their respective successors, administrators and assigns.
- 9.3 If any provision or part of any provision in this MOU is rendered null and void, it shall be severed without affecting the validity of the remaining provisions of the MOU.
- 9.4 This MOU shall be governed by the laws of the Province of Ontario.
- 9.5 This MOU may be amended only upon the written agreement of the parties or their respective successors or permitted assigns and any such amendments require the consent of all parties.

IN WITNESS WHEREOF, the parties have hereunto affixed their respective seals under the hand of their proper signing officers duly authorized in that behalf.

REGIONAL MUNICIPALITY OF YORK POLICE SERVICES BOARDS	[MUNICIPALITY NAME]
<hr/> Name: Title: I have the authority to bind the Board.	<hr/> Name: Title: I have the authority to bind the Municipality.

