



**General**  
**Business**

**CORPORATION OF THE TOWNSHIP OF MELANCTHON**

**BY-LAW NUMBER \_\_\_\_\_**

**A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT WITH HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF COMMUNITY SAFETY AND CORRECTIONAL SERVICES**

**WHEREAS the Council of the Township of MELANCTHON did enter into an agreement with the Her Majesty the Queen in Right of Ontario as represented by the Minister of Community Safety and Correctional Services on the 1<sup>st</sup> day of April, 2008 for the provision of Police Services in accordance with Section 10 of the Police Services Act;**

**AND WHEREAS pursuant to Section 32 of the Agreement, each party may amend the Agreement by written Agreement;**

**AND WHEREAS the Parties wish to amend the Agreement by adding 0.12 of one (1) Data Entry Clerk to the level of service to be provided by the Ontario Provincial Police;**

**AND WHEREAS it is deemed necessary to authorize the execution of an Amending Agreement.**

**NOW THEREFORE THE COUNCIL OF THE TOWNSHIP of MELANCTHON HEREBY ENACTS AS FOLLOWS:**

- 1. That the Mayor/Reeve and Clerk/Chief Administrative Officer are hereby authorized to execute on behalf of the the Township of Melancthon, an Agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Community Safety and Correctional Services to increase the level of service as provided by the Ontario Provincial Police with the addition of 0.12 of one (1) Data Entry Clerk.**

**By-law read a first, second and third time and passed in Open Council this \_\_\_\_\_ day of \_\_\_\_\_, 2011.**

\_\_\_\_\_  
**Mayor/Reeve**

\_\_\_\_\_  
**Clerk/Chief Administrative Officer**

This **AMENDING AGREEMENT**, made in four (4) originally executed copies, is made as of the 1<sup>st</sup> day of January, 2011.

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO**

as represented by

**THE MINISTER OF COMMUNITY SAFETY AND CORRECTIONAL SERVICES**  
**("Ontario")**

-and-

**THE CORPORATION OF THE TOWNSHIP OF MELANCTHON**  
**("the Municipality")**

#### **BACKGROUND**

- A. The Parties entered into the Agreement for the provision of Police Services under Section 10 of the *Police Services Act* (the "Agreement") which commenced on the 1<sup>st</sup> day of April, 2008.
- B. The Agreement includes all the Schedules and Appendices to the Agreement.
- C. Pursuant to Section 32, the Parties may amend the Agreement by written agreement.
- D. The Parties wish to amend the Agreement as set out in this Amending Agreement, by adding 0.12 of one (1) Data Entry Clerk, as supported by Bylaw # \_\_\_\_\_ dated, the \_\_\_\_\_ of \_\_\_\_\_ 2011 of the Council of the Corporation of Township of Melancthon, as attached.

**NOW THEREFORE**, the Parties agree as follows:

- 1. Effective the 1<sup>st</sup> day of January, 2011, Schedule "C" shall be deleted and replaced by the attached "Revised Schedule "C"".
- 2. The parties agree that the Annual Budget shall be adjusted to account for the increase in level of service described in item 1.

Relevant terms and conditions of the Agreement, that are not specifically amended but that relate to the amendments set out in this Amending Agreement shall be deemed to be amended so as to give effect to the changes herein.

Except for the amendments set out herein, the terms and conditions of the Agreement remain in full force and effect and time shall remain of the essence.

TO WITNESS their agreement, the Parties have duly signed this Amending Agreement on the date first written above.

**FOR ONTARIO**

\_\_\_\_\_  
**The Minister of Community Safety And  
Correctional Services**

**FOR THE MUNICIPALITY**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Clerk**

Date signed by the Municipality: \_\_\_\_\_

**Revised Schedule "C"**

**LEVEL OF SERVICE**

**TOWNSHIP OF MELANCTHON CONTRACTED RESOURCES**

<b>Position</b>	<b>FTE* Contract Resources</b>
Staff Sergeant	0.09
Sergeant	0.34
Constables	2.06
<b>Total Uniform</b>	<b>2.49</b>
Clerical Support (OAG8)	0.17
Data Entry Clerk	0.12
Caretaker	0.00
<b>Total Civilian</b>	<b>0.29</b>

**O.P.P. COSTING SUMMARY**  
**Estimated Policing Costs for the period**  
**January 01, 2011 to December 31, 2011**

**Township of Melancthon**

**Salaries and Benefits**

<b>Uniform Members</b>	<b><u>Positions</u></b>	<b><u>\$</u></b>	
Inspector .....	-	-	
Staff Sergeant-Detachment Commander ..	-	-	
Staff Sergeant .....	-	-	
Sergeant .....	-	-	
Constables .....	-	-	
Part-Time Constables .....	-	-	
<b>Total Uniform Salaries</b>			-
Overtime (Provincial Average) .....			-
Contractual Payout (Vacation & Statutory Holidays) .....			-
Shift Premium .....			-
Benefits (23.7% of Salaries; 17.46% Part-Time; 2% of Overtime) ...			-
<i>Total Uniform Salaries &amp; Benefits</i>			
<b>Civilian Members</b>	<b><u>Positions</u></b>	<b><u>\$</u></b>	
Court Officer .....	-	-	
Detachment Administrative Clerk .....	-	-	
Detachment Entry Clerk .....	0.12	5,792	
Caretaker .....	-	-	
Communication Operators .....	-	-	
Prisoner Guards .....	-	-	
<b>Total Civilian Salaries</b>			5,792
Benefits (24.3% of Salaries; 17.46% Part-Time) .....			1,011
<i>Total Civilian Salaries &amp; Benefits</i>			6,804
OSS Pay and Benefit Charge .....			95
<b>Total Salaries &amp; Benefits</b>			<b>6,898</b>
 <b><u>Other Direct Operating Expenses</u></b>			
Communication Centre .....			-
Operational Support .....			-
RHQ Municipal Support .....			-
Vehicle Usage .....			-
Telephone .....			-
Office Supplies & Equipment .....			-
Accommodation .....			-
Uniform & Equipment .....			-
Cleaning Contract .....			-
Mobile Radio Equipment Maintenance .....			-
Office Automation - Uniform .....			-
Office Automation - Civilian .....			162
<i>Total Other Direct Operating Expenses</i>			162
OSS Financial Services Fee .....			2
2011 Total Estimated Gross Policing Cost .....			7,062
Provincial Services Usage .....			(200)
<b>TOTAL ESTIMATED POLICING COST</b>			<b>\$ 6,862</b>

**O.P.P. COSTING SUMMARY - Township of Melancthon**

**Estimated Policing Costs for the period**

**January 01, 2011 to December 31, 2011**

The estimated policing cost for 2011, associated to this proposal is \$6,862 based on the Uniform and Civilian 2011 Salary schedules using the 2011 - 2014 M.O.U. The above stated costs does not include any related initial costs.

**Initial Start Up Costs**

One-time Software Licence Costs for 0.12 Computer @\$785 each ..... \$ 94

**Corporation of the Township of Melancthon  
Development Charges Summary  
as at December 31, 2010**

<b>Service Department</b>	<b>Percentage Designated</b>	<b>Bank Balance as at 31-Dec-09</b>	<b>Deposits 2010</b>	<b>Interest 2010</b>	<b>Transfer as Per 2010 Budget</b>	<b>Transfer as per Resolution</b>	<b>Service Dept. as at 31-Dec-10</b>
Administration	5.16%	\$ 19,552.95	\$ 4,734.40	\$ 95.07	\$ -	\$ (10,000.00)	\$ 14,382.42
Fire	12.31%	\$ 41,511.19	\$ 11,294.66	\$ 226.82	\$ -	\$ -	\$ 53,032.67
Transportation	68.47%	\$ 140,309.46	\$ 62,822.63	\$ 1,261.50	\$ -	\$ (50,000.00)	\$ 154,393.59
Recreation	12.44%	\$ 51,584.88	\$ 11,413.97	\$ 229.19	\$ -	\$ (25,000.00)	\$ 38,228.04
Library	1.62%	\$ 15,296.81	\$ 1,486.40	\$ 29.85	\$ -	\$ -	\$ 16,813.06
Police	0.00%	\$ 34,979.93	\$ -	\$ -	\$ -	\$ -	\$ 34,979.93
<b>Totals</b>	<b>100.00%</b>	<b>\$ 303,235.22</b>	<b>\$ 91,752.06</b>	<b>\$ 1,842.43</b>	<b>\$ -</b>	<b>\$ (85,000.00)</b>	<b>\$ 311,829.71</b>

<b>Opening Balance</b>	\$ 303,235.22
2010 Deposits	\$ 91,752.06
2010 Interest	\$ 1,842.43
2010 Transfers	\$ (85,000.00)
<b>Closing Balance</b>	<b>\$ 311,829.71</b>

**AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_ 2011.

**BETWEEN**

**THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE**

Hereinafter called the "Township"

**AND**

**THE CORPORATION OF THE TOWNSHIP OF MELANCTHON**

Hereinafter called "Melancthon"

**WHEREAS** By-laws have been duly enacted by the corporate parties pursuant to the provisions of the Fire Protection and Prevention Act, as amended, to authorize an agreement between the parties; and

**AND WHEREAS** the Township operates fire protection services and assets suitable to meet municipal responsibilities required by the Fire Protection and Prevention Act, through a department situated within the Township of Southgate;

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein contained, it is mutually agreed between the parties hereto, as follows;

1. In this agreement,
  - "Designate"** means a person who in the absence of the fire chief has the same powers and authority as the fire chief.
  - "Fire area"** means the fire area(s) of Melancthon as described in Schedule "A" attached to and forming part of this agreement,
  - "Fire chief"** means the chief of the fire department,
  - "Fire department"** means the "Township of Southgate Fire Department (Dundalk)"
  - "Fire protection services"** means and includes activities defined in the Fire Protection and Prevention Act, more particularly described as: "includes fire suppression, fire prevention, fire safety education, inspections upon request or complaint, to/farm/industrial accidents and extrications, hazardous material responses on awareness level only, contact and assist OFM on fire investigations, medical assist responses, communications, training of persons involved in the provision of fire protection services and the delivery of all of those services".
2. The Township will supply, except as hereinafter limited or excluded, fire protection services to Melancthon in the fire area as described in Schedule "A" attached to and forming part of this agreement.
3. Fire apparatus and personnel that will respond to occurrences in the fire area of Melancthon will constitute sufficient apparatus and firefighters to accomplish the specific services identified in the agreement, subject to Section (5) hereunder, and subject also to roads being impassable by reason of snow, water, mud, etc. which would prevent fire apparatus and personal from reaching the incident.

4. Should the fire chief, or designate, require assistance, or believe assistance may be required, by way of additional personnel, apparatus, or equipment, in addition to that provided by Section (3) above, at an occurrence in the fire area, such assistance shall be summoned under provisions of the fire protection agreement between Township and Melancthon. Should the fire chief, or designate, require assistance, or believe assistance may be required, by way of personnel, apparatus, or equipment, in addition to that provided by the Township, the fire chief may invoke the applicable provisions of the Dufferin or Grey County Mutual Aid Plans.
5. Notwithstanding section 3 above, the fire chief, or designate, may refuse to supply the described response to occurrences if such response personnel, apparatus or equipment are required in the Township or elsewhere, under the provisions of the Grey County Mutual Aid Plan. Similarly, the fire chief or designate may order the return of such apparatus, equipment, or personnel that is responding to or is at the scene of an incident in the fire area. In such cases the fire chief, or designate, may summon assistance in accordance with the provisions of the fire protection or mutual aid agreements referred to in Section (4) above.
6. The fire chief, or designate shall use their best endeavors to prevent answering false alarms, but they shall not be required to unnecessarily delay the fire department when a call has been received to assure themselves that the call is not a false alarm.
7. The fire chief, or designate, shall have full authority and control over any and all activities in which the fire department may be engaged in the fire area of Melancthon.
8. The fire chief, or designate, shall meet and report to the Melancthon fire board quarterly to report all incidents in the fire area to which the fire department has responded in the previous quarter. Any Melancthon by-law infractions will be reported to Melancthon within seven (7) days of the infraction.
9. Melancthon agrees to provide a map of the fire area clearly indicating the civic addresses of each intersection. See Schedule "A" attached to and forming part of this agreement. Melancthon agrees to identify all streets and roads in the fire area by having them marked at all intersections. Melancthon agrees to identify all bridges in the fire area as to weight limits and advise of alternate routes for fire apparatus to travel. Bridges identified, as being unable to carry the weight of the fire apparatus, shall be set out in Schedule (A) attached to and forming part of this agreement. Any such bridges, so identified, will either limit or exclude fire protection services where the use of any of these bridges is required by fire apparatus.
10. Melancthon shall be responsible for establishing and notifying in the manner and to the extent deemed necessary, residents and occupants of the fire area, of the procedures for reporting an emergency and of the services provided by the fire department.

11. The Melancthon Township warrants by-law(s) have been enacted authorizing the activities and responsibilities of the fire chief under the Melancthon Township emergency plan, as in Schedule "C" attached to and forming part of this agreement.
12. Melancthon shall take whatever action is appropriate and necessary to have the fire chief appointed as "Chief Fire Official" for the fire area.
13. In consideration of the fire protection services undertaken by the Township in the fire area of Melancthon, Melancthon shall pay fees to the Township as set out in Schedule "B" attached hereto and forming part of this agreement.
14. Notwithstanding anything herein contained, no liability shall attach or accrue to the Township for failing to supply Melancthon on any occasion, or occasions, any of the fire protection services provided for in this agreement.
15. No liability shall attach or accrue to Melancthon by reason of any injury or damage sustained by personnel, apparatus, or equipment of the fire department while engaged in the provision of fire protection services in the fire area.
16. The parties agree that this agreement may be amended at any time by mutual consent of the parties, after the party desiring the amendment(s) gives the other party a minimum of thirty (30) days written notice of the proposed amendment(s).
17. So often as there may be any dispute between the parties to this agreement, including, but not limited to the interpretation of this agreement, the same shall be submitted to arbitration under the provisions of the Municipal Arbitrations Act, and the decision rendered in respect of such proceedings shall be final and binding upon the parties to this agreement. If for any reason the said arbitration cannot be conducted pursuant to the provisions of the Municipal Arbitrations Act, the parties hereto shall agree to the selection of a single arbitrator, and in the absence of agreement, such arbitrator shall be appointed by a judge of the Supreme Court of Ontario pursuant to the provisions of the Arbitrations Act or any successor legislation.
18. In the event that any covenant, provision or term of this agreement should at any time be held by any competent tribunal to be void or unenforceable, then the agreement shall not fail but the covenant, provision or term shall be deemed to be severable from the remainder of this agreement which shall remain in full force and effect mutatis mutandis.
19. This agreement shall be in force for a period of five (5) years and replaces the previous fire agreement and thereafter it shall be automatically renewed from year to year unless in any year either party gives notice to the other party as set out in Section (16).

20. Notwithstanding Section (18), either party giving written notice to the other party not less than twelve (12) months prior to the desired termination date may terminate this agreement. In any case of termination prior to the twelve (12) month date, the fees specified in Section (13) will be applied on a pro rata basis using the same formula as applied previous to the termination date.

21. It is further agreed that these presents and everything herein shall respectively ensure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Passed by resolution of the Corporation of the Township of Southgate this \_\_\_\_\_ day of \_\_\_\_\_, 2011 and signed by the Mayor and CAO as witnessed by the Corporate Seal.

\_\_\_\_\_  
Brian Milne, Mayor

\_\_\_\_\_  
Dave Milliner, CAO

Passed by resolution of the Corporation of the Township of Melancthon this \_\_\_\_\_ day of \_\_\_\_\_ 2011 and signed by the Mayor and Clerk as witnessed by the Corporate Seal.

\_\_\_\_\_  
Bill Hill, Mayor

\_\_\_\_\_  
Denise Holmes, CAO/Clerk-Treasurer

## **SCHEDULE "B" SERVICE FEES SECTION (13)**

attached to and forming part of "Township of Southgate" and  
"Township of Melancthon" fire protection agreement

Dated: \_\_\_\_\_, 2011

Fire protection services fees payable by the Township of Melancthon  
to the Township as follows:

1. It is agreed that the sum of \$28,000.00 dollars per year to provide all the Fire Protection Services as per Section 1 in this agreement plus a capital sum of \$7,000.00 dollars per year for the five (5) year agreement.
2. Southgate will maintain a Melancthon Fire reserve account to hold any unused capital contributions each year. This reserve will be to absorb the impact of large purchases and or unforeseen emergency capital requirements in the future years. Melancthon will not be indebted to Southgate for more than the annual capital plus the balance of the Melancthon reserve account at that point in time. A report on the balance of the Melancthon Fire reserve may be requested from the Southgate Treasurer at any time.

## **SCHEDULE "A"**

## **FIRE AREA SECTION (2)**

attached to and forming part of "Township of Southgate" and  
"Township of Melancthon" fire protection agreement

Dated: \_\_\_\_\_ 2011

The following map indicates the Fire Area of the Municipality for the  
purposes of the fire protection services agreement between the  
Township and Melancthon.

A map to scale 1:50 000 indicating the Fire Protection Area has  
been forwarded to the Fire Chief of the Township prior to  
\_\_\_\_\_, 2011.