

THIS AGREEMENT made in duplicate this 20th day of November, 2019

BETWEEN:

**THE CORPORATION OF THE
TOWNSHIP OF SOUTHGATE**

hereinafter called "Southgate" of the First Part;

And

**THE CORPORATION OF THE
TOWNSHIP OF MELANCTHON**

hereinafter called "Melancthon" of the Second Part;

WHEREAS each of the Parties hereto wishes to clarify its obligations to the other Party with respect to the Southgate Recreation Services in Dundalk providing access to the residents of Melancthon in the Dundalk services area. These services include access to the Dundalk Arena & Community Centre facilities, Dundalk Swimming Pool, Baseball diamonds, soccer fields, parks, playgrounds and other recreation infrastructure in the Village of Dundalk;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants of each Party, the one with the other, the Parties hereto covenant and agree as follows:

1. The Dundalk Recreation services and facilities shall be used jointly by the parties hereto with all parties to have equal rights, and shall be under the management and control of the Recreation Department of the Township of Southgate and will report to the Southgate Recreation Advisory Board (Board) or its future committee structure and the Township of Southgate Council.
2. It is agreed that the Board or committee shall be appointed every four years by resolution, by the Council of Southgate, and shall be composed of membership of the Township of Southgate and qualify to be elected as members of the Council of Southgate, and one (1) of whom shall be from Melancthon Council.
3. The Council members that act as committee members at recreation committee level take part in the budget discussions. Discussions and proposals will be communicated through meeting minutes and council representatives to both municipal councils. Concerns from Melancthon Council on recreation budget concerns should be sent in writing to Southgate Council prior to the 15th day of April in every year.
4. It is agreed that subject to the provisions of Section 5 of the Act, the Board shall formulate policies, rules and regulations for and relating to the administration and the use of the Dundalk Community Recreation facilities with Southgate Council approval.

5. It is agreed that the operating and capital cost deficits for the operating of the facilities shall be split by the municipalities as follows:

Southgate	90%
Melancthon	10%

Further Melancthon's deficit contributions are capped and will not exceed \$8,000.00 for operating and \$6,000.00 for capital, per year.

6. It is agreed that this agreement will be indexed annually starting in the 2021 calendar year to the Cost of Living Allowance (COLA) established for Ontario based on the October of the previous year published COLA rate.
7. It is in Southgate councils best interest seeing as 90% of all recreation deficits in Dundalk is the burden of Southgate tax payers to manage these costs, which ultimately Melancthon council benefits from as well. However large capital requirements are necessary from time to time. In light of this capital costs will be managed as low as possible. However the replacement of high cost infrastructure and unforeseen failures periodically cause larger than normal capital costs. Some are budgeted and predictable and some are not. Southgate maintains reserve accounts for higher than normal and these unforeseen expenses.

Southgate will maintain a Melancthon Recreation 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 future years where capital costs or failures of a single purchase exceeds \$50,000.00. 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 will be provided on an annual basis by the Southgate Treasurer.

8. It is further agreed that Capital costs shall be shared by the participating municipalities in the same proportions as set out in Clause 5 providing that a five year capital plan be presented to the Councils for approval and that they are kept current.
9. It is agreed that this agreement shall be for a period of 4 years starting January 1, 2020 and expire December 31, 2023. At that time the agreement will be reviewed and may be extended by agreement of both parties.
10. The parties hereto shall execute such further assurance as may be reasonably required to carry out the terms hereof.
11. 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.

12. The parties agree that this agreement may be amended at any time by the 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).

13. The previous agreement dated December 17, 2014 shall be in effect until December 31, 2019.

In WITNESS WHEREOF each of the parties hereto has affixed its corporate seal attested to by the proper officers duly authorized in that behalf;

SIGNED, SEALED AND DELIVERED
in the presence of:

THE CORPORATION OF THE
TOWNSHIP OF SOUTHGATE

Mayor

Clerk

THE CORPORATION OF THE
TOWNSHIP OF MELANCTHON

Mayor

Clerk