



CITY OF BELLEVILLE
POLICE SERVICES BOARD

Loyalty - Tradition - Progress

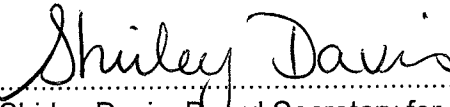
THE BELLEVILLE POLICE SERVICES BOARD
GENERAL MEETING
Thursday, June 16, 2011
Council Chambers, City Hall @ 4:30 p.m.

93 Dundas Street East
Belleville, Ontario
K8N 1C2

(613) 966-0882 Administration
(613) 966-2701 Fax

1. CALL TO ORDER
2. DECLARATION OF INTERESTS
3. DEPUTATIONS, PRESENTATIONS OR APPOINTMENTS
4. MINUTES:
(a) Minutes of April 21, 2011 to be approved and signed Schedule 4(a)

BUSINESS ARISING FROM THE MINUTES
5. REPORTS FOR DECISION
(a) January to April 2011 Financial (Chief McMullan) Schedule 5(a)
(b) MADD – ATM Machine (Chair Dolan) Schedule 5(b)
6. CORRESPONDENCE
7. INFORMATION
(a) 1st Quarter Complaints (Chief McMullan) Schedule 7(a)
(b) 1st Quarter Non Offence Statistics (Chief McMullan) Schedule 7(b)
(c) 1st Quarter Crime Statistics Handout
(d) Thank You Letter & Commendations for Police Officers (Chair Dolan) Schedule 7(d)
(e) Traffic Vehicle Replacement (Chief McMullan) Schedule 7(e)
8. NEW BUSINESS
9. NEXT MEETING DATE
Date: July 21, 2011
Time: 4:30 p.m.
Location: City of Belleville, Council Chambers
10. ADJOURNMENT


.....
Shirley Davis, Board Secretary for
Chair, Robert Dolan



CITY OF BELLEVILLE
POLICE SERVICES BOARD

Loyalty - Tradition - Progress

THE BELLEVILLE POLICE SERVICES BOARD
GENERAL MEETING
Thursday, April 21, 2011
Sir Mackenzie Bowel Room, 3rd Floor City Hall @ 4:30 p.m.

93 Dundas Street East
Belleville, Ontario
K8N 1C2
(613) 966-0882 Administration
(613) 966-2701 Fax

Present

Mr. Robert Dolan	Chair
Mr. Taso Christopher	Vice Chair
Mrs. Marg Wagner	Member
Mrs. Chris Lesage	Member
Mayor Neil Ellis	Member
Ms. Cory McMullan	Chief of Police
Mr. Paul VandeGraaf	Deputy Chief of Police
Ms. Shirley Davis	Secretary

1. CALL TO ORDER

The meeting was called to order by Chair, Robert Dolan at 5 p.m.

2. DECLARATION OF INTERESTS

None.

3. DEPUTATIONS, PRESENTATIONS OR APPOINTMENTS

None.

4. MINUTES:

(a) Minutes of February 17, 2011 to be approved and signed Schedule 4(a)

Motion: THAT the general minutes of February 17, 2011 be approved and signed as circulated.

Moved by: Marg Wagner
Seconded by: Taso Christopher
Carried

(b) Minutes of March 9, 2011 to be approved and signed Schedule 4(b)

Motion: THAT the general minutes of March 9, 2011 be approved and signed as circulated.

Moved by: Mayor Ellis
Seconded by: Marg Wagner
Carried

BUSINESS ARISING FROM THE MINUTES

There was an inquiry as to the status of item 5 b) 25 Year City Service Recognition. Chair Dolan confirmed that a letter has been forwarded to the City requesting that members be recognized by the City for 25 years of service.

5. REPORTS FOR DECISION

(a) Accident Support Services Ltd (Chief McMullan) Schedule 5(a)

Chief mentioned that this is a service that currently operates out of the police station and we would like to have a formalized agreement.

Motion: THAT the Board enter into an extension of the Accident Support Services agreement to October 4, 2013.

Moved by: Marg Wagner
Seconded by: Taso Christopher
Carried

6. CORRESPONDENCE

(a) MADD – ATM Machine (Chair Dolan) Schedule 6(a)
Chief McMullan explained to the Board that if this charity ATM is approved, all costs including installation, will be covered by MADD. It was mentioned that an agreement would also have to be worked out with MADD.

Motion: THAT the request to install a charity ATM be approved with all costs being assumed by MADD.

Moved by: Chris Lesage
Seconded by: Marg Wagner
Carried

(b) Municipality of Brighton – Resolution (Chair Dolan) Schedule 6(b)

Motion: THAT the correspondence item be received.

Moved by: Mayor Ellis
Seconded by: Taso Christopher
Carried

7. INFORMATION

(a) Protocols (Chief McMullan) 5:07 p.m. Schedule 7(a)
Chief McMullan provided a brief update related to this report.

(b) "In-Trust" Account (Chair Dolan) Schedule 7(b)
There was a discussion regarding the Service providing a 25 year watch as per the item listed on the In-Trust account. Chief McMullan responded that the recognition requested from the City was intended replace this. Mayor Ellis clarified a letter has been sent from the City and should be received shortly, indicating that the City has no issue with providing recognition for 25 years of service to the police members.

(c) January/February Financial (Chief McMullan) Schedule 7(c)
Chief McMullan mentioned that this is an update for the information of the Board and indicated that there are no concerns to bring forward at this time.

(d) 2010 Absences due to Illness (Chief McMullan) Schedule 7(d)
Chief McMullan provided an overview of the 2010 Absences due to Illness report.

(e) Community Partners (Chair Dolan) Schedule 7(e)
Chair Dolan mentioned that the support of our community partners is very much appreciated and thanked each of them on behalf of the board. International Truckload Services for sponsorship of Rony, the new German Sheppard for our canine unit and Suzuki Canada and Belleville Sport and Lawn for provision of two ATVs.

(f) Service Excellence (Chief McMullan) Schedule 7(f)
Chief McMullan stated that the Service Excellence report has been provided as information for the Board

(g) R.I.D.E. Grant Program Funding 2010-2011 (Chair Dolan) Schedule 7(g)
Motion: THAT the information item be received.

Moved by: Marg Wagner
Seconded by: Taso Christopher
Carried

8. NEW BUSINESS

(a) New Police Facility Technical Steering Committee Appointments Schedule 8(a)
(Chair Dolan)

Motion: THAT the Chief of Police, Chair of the Police Services Board and a maximum of one other member of the Police Service (as needed) participate on the New Police Facility Technical Steering Committee.

Moved by: Taso Christopher
Seconded by: Mayor Ellis
Carried

Discussion: It was suggested that the Deputy Chief be named in the motion as a member of the Steering Committee. It was clarified that the mandate of the Board is to work with and direct the Chief and that it is not the place of the Board to direct Deputy to participate. Mayor Ellis stated that it is important to get this going and mentioned that he has no concerns with as many Board members as would like participating on his committee.

(b) OAPSB Zone 2 Meeting – April 29, 2011 – Kemptville (Chair Dolan) Verbal
It was mentioned that Marg Wagner and Chris Lesage will be attending this meeting.

(c) False Alarm
There was a brief discussion regarding the pros and cons of raising the fine for a first false alarm from 50 to 75 dollars.

(d) Zone Policing
A report on the implementation of zone policing was requested for a future meeting.

(e) Downtown Camera Project
Chris Lesage mentioned that she was impressed with the downtown camera projects and congratulated the staff involved with its implementation.

9. NEXT MEETING DATE

Chair Dolan mentioned that a May meeting will be held at the call of the Chair if required.

Date: June 16, 2011
Time: 4:30 p.m.
Location: City of Belleville, Council Chambers

GENERAL MEETING

Thursday, April 21, 2011

10. ADJOURNMENT

Motion: THAT the meeting be adjourned at 5:26 p.m.

Moved by: Taso Christopher

Seconded by: Chris LeSage

Carried

.....
Chair, Robert Dolan

.....
Secretary, Shirley Davis

5(a)



Belleville Police Service
Cory L. McMullan
Chief of Police

93 Dundas Street East
Belleville, Ontario
K8N 1C2

(613) 966-0882 Administration
(613) 966-2701 Fax

Board Report:

In Camera Session: No

Date of report: June 8, 2011
Date of meeting: June 16, 2011

Chair Dolan
And members of the
Belleville Police Services Board

Subject: January-April 2011 Financial

Recommendation: Information and Decision

Background:

Please find attached the expenditure financial sheet for the first fourth months of 2011.

Respectfully submitted,

Cory L. McMullan
Chief of Police

EXPENDITURE SHEET

April 30, 2011

ACCT NO.	DESCRIPTION	2011 BUDGET	ACTUAL	VARIANCE	% SPENT
Revenue					
100:0156	Transportation	(29,000)	(4,373)	(24,627)	
100:0173	Miscellaneous Fees	(84,500)	(34,895)	(49,605)	
100:0301	RIDE Grant	(15,600)		(15,600)	
100:0331	Collision Reporting Centre	(1,680)		(1,680)	
100:0155	CPP/1,000 Officers Grant	(200,000)	(54,601)	(145,399)	
100:0311	Dispatch Services	(54,500)	(16,005)	(38,495)	
100:0321	Crimestoppers Rent	(1,200)		(1,200)	
100:0323	Secondment Revenue	(0)		(0)	
100:0306	Adult Entertainment	(16,000)	(2,510)	(13,490)	
100:0330	AlarmProgram	(5,600)	(1,300)	(4,300)	
100:0269	Admin Paid Duties	(14,000)	(1,578)	(12,422)	
100:0345	Police Officer Recruitment Fund	(70,000)		(70,000)	
100:0350	POA Cost Offset	(150,000)		(150,000)	
Expenditures					
360:0040	Light, Heat, Water, Sewer	57,300	19,573	37,727	34%
360:0050	Telephone & Fax	86,000	35,232	50,768	41%
360:0055	Photocopy Services	22,300	14,872	7,428	67%
360:0060	Office Supplies	22,000	9,258	12,742	42%
360:0061	Postage	8,100	1,001	7,099	12%
360:0090	Insurance - Building	23,500	0	23,500	0%
360:0510	Computer Equipment (New)	28,700	6,175	22,525	22%
360:0511	Computer Equipment (Leased)	54,750	23,839	30,911	44%
361:0010	Admin. Salaries	649,400	299,562	349,838	46%
361:0020	Admin. Benefits	75,650	26,641	49,009	35%
361:0030	Admin. Pensions	83,700	29,298	54,402	35%
361:0071	Vehicles (Fleet)	446,587	86,106	360,481	19%
361:0080	Facility	40,900	28,233	12,667	69%
361:0100	Clothing & Equipment	179,500	41,182	138,318	23%
361:0110	Admin. Travel & Membership	1,900	1,052	848	55%
361:0115	Training	54,000	31,619	22,381	59%
361:0180	Office Furniture	5,000	3,747	1,253	75%
361:0230	Radio	53,900	25,589	28,311	47%
361:0511	Records Man. Systems	114,900	60,985	53,915	53%
362:0010	Services Salaries	2,721,000	1,301,304	1,419,696	48%
362:0020	Services Benefits	285,300	104,286	181,014	37%
362:0030	Services Pensions	351,800	129,164	222,636	37%
362:0100	Ident/Intel Equipment	22,400	4,273	18,127	19%
362:0110	Services Travel & Membership	3,000	1,692	1,308	56%
362:0130	Investigative Expenses	20,000	5,030	14,970	25%
362:0180	New Equipment	17,240	0	17,240	0%
363:0010	Uniform Salaries	6,096,448	2,785,219	3,311,229	46%
363:0020	Uniform Benefits	708,700	254,489	454,211	36%
363:0030	Uniform Pensions	804,500	277,899	526,601	35%
363:0110	Uniform Travel & Membership	4,500	2,062	2,438	46%
363:0130	Prisoner Meals	12,300	3,210	9,090	26%
363:0180	New Equipment	12,000	0	12,000	0%
364:0010	Executive Salaries	579,700	265,991	313,709	46%
364:0020	Executive Benefits	63,725	24,102	39,623	38%
364:0030	Executive Pensions	74,230	26,876	47,354	36%
364:0110	Executive Travel & Membership	9,800	5,122	4,678	52%
364:0130	Special Presentations	1,200	696	504	58%
364:0150	Contingency	130,475	116,260	14,215	89%
365:0010	Board	33,200	11,428	21,772	34%
365:0530	Legal Costs	7,000	580	6,420	8%
	Total Gross Budget	13,966,605	6,063,646		
	GST Credit		(51,376)		
	Total Revenue	(642,080)	(115,261)		
	Total Net Budget	13,324,525	5,897,010	7,427,515	44.3%

5(b)



Belleville Police Service

Cory L. McMullan
Chief of Police

93 Dundas Street East
Belleville, Ontario
K8N 1C2

(613) 966-0882 Administration
(613) 966-2701 Fax

Board Report:

In Camera Session: No

Date of report: June 8, 2011
Date of meeting: June 16, 2011

Chair Dolan
And members of the
Belleville Police Services Board

Subject: MADD – ATM Machine

Recommendation: Information and Decision

Background:

At the April 21st, 2011 Police Services Board meeting a motion was carried "That the request to install a charity ATM be approved with all costs being assumed by MADD. Please find attached the ATM Space Use Agreement prepared for signature. The agreement speaks to the liability release which was discussed at the meeting.

Respectfully submitted,

Cory McMullan

Cory L. McMullan
Chief of Police

RECEIVED JUN 06 2011



NATIONAL OFFICE

2010 Winston Park Drive, Suite 500, Oakville, Ontario, Canada L6H 5R7 • Tel: (905) 829-8805 • 1-800-665-MADD • Fax: (905) 829-8860
Internet Site: www.madd.ca • E-mail: info@madd.ca

June 2, 2011

Chief Cory McMullan
Belleville Police Service
93 Dundas Street East
Belleville, ON K8N 1C2

Dear Chief McMullan:

If you will recall, we are most interested in installing an ATM at your station. I believe that you agreed to the concept originally proposed by Doug Norman, President of the MADD Quinte Chapter and member of the Belleville Police Service. D and D ATM Investments forwarded a contract to you on March 26th. To date they have not received the signed contract from you so they have been unable to proceed with installation.

There was some concern about liability, however, as you can see in Item #25 of the contract, the Belleville Police Services have absolutely no liability in any aspect of the operation and the cash contents of the ATM machine. This includes theft, damage or any harm that may come with the operation and loading of the ATM.

I am hoping that the signed contract will be provided soon. The proceeds from the transaction fees will help to forward MADD Canada's mission to stop impaired driving and to support victims of this violent crime. I know that our mission is also a police services priority. If there is someone else that we should be contacting regarding this matter, please let me know, or you can call or email Sandy Jukes at our office. You can reach me at 1-800-665-6233, ext. 224 or amurie@madd.ca. Sandy can be reached at 1-800-665-6233, ext. 300 or sjukes@madd.ca.

Thank you in advance for your attention to this matter.

Sincerely,


Andrew Murie
Chief Executive Officer
MADD Canada



MADD Canada is a member of Imagine Canada and we are proud to use the Imagine Canada trustmark that demonstrates our organization's commitment to responsible management and accounting of funds that donors entrust to us.

ATM SPACE USE AGREEMENT

This ATM Space Use Agreement ("Agreement") is made this _____ day of _____, (the "Effective Date") by and between the Belleville Police Service (Customer) and D and D ATM Investments Inc., an Ontario unlimited liability company ("Licensee"), (together, the "Parties").

Customer owns, leases or subleases certain buildings and premises as more fully described in Exhibit "A" attached to and made a part of this Agreement. Customer operates a business on the premises in such buildings (the "Premises") Customer desires to grant to Licensee and Licensee desires to obtain from Customer, a license to locate ATMs in each of the Premises on the terms and conditions herein set forth. Licensee intends to license other owners of the ATMs to locate the ATMs in the premises and return the obligation to Customer hereunder and such arrangement is acceptable to Customer.

NOW, THEREFORE, in consideration of the foregoing recitals and of the covenants and conditions hereinafter set forth, the parties hereto agree as follows:

1. **Exclusive Use.** Licensee shall install ATMs in each Premise at its sole expense. Licensee shall acquire and install such ATMs and related equipment and material as Licensee, in its sole discretion, deems appropriate. Customer grants Licensee exclusive rights to locate an ATM in each Premise and agrees and warrants that it will not, for the term of this Agreement, place or install, or permit to be placed or installed in any of the Premises any other ATM, Point of Sale Cash Back System or any other similar device.

2. **Installation and Operation of ATMs.** Licensee shall install ATMs in each of the Premises as soon as possible after the Effective Date of this Agreement, but in no event more than 60 days after the Effective Date of this Agreement unless such later date is mutually agreed to in writing by both Parties. The Premise locations contained in Exhibit A of this Agreement may be modified, extended or reduced at any time during the term of this Agreement by the written consent of both Parties.

3. **ATM Space**

(a) Customer shall make available to Licensee as much space within each Premise in which Licensee places an ATM as is reasonably required to enable Premise customers to have access to the ATMs and provide for adequate access for maintenance and servicing of the ATMs.

(b) The ATMs shall be placed in prominent locations visible upon entry, mutually agreeable to all Parties.

(c) For and during the term of this Agreement, Customer grants to the Licensee, and any qualified third-party servicing agent of the Licensee, access to the ATMs and all related equipment and materials within the Premises during Customer's normal hours of operation or such other designated time that is mutually agreeable to both Parties, provided that such right of access is exercised in such a manner as not to interfere with the operations of the Premise.

4. **Maintenance and Service.**

(a) Licensee shall provide and install transaction printer paper, at no charge and on an as needed basis.

(b) Customer shall supply routine custodial services, including the cleaning of the exterior of the ATM, and shall maintain the area around each ATM in a safe, clean and orderly condition. Customer shall exercise the same kind and degree of care and caution to prevent Customer's employees, representatives and customers from damaging the ATM as it exercises with respect to its other assets in the Premises.

(c) Customer shall provide heat and air condition for the ATM Space at the same level consistent with and in kind like other portions of the Premises.

(d) Licensee shall, at its expense, contract for and provide a cell phone telephone line. Customer shall, at its expense, provide one (1) dedicated, on a separate circuit breaker, operating electrical power outlet (110V) solely for the use of each of the ATMs, and within three (3) feet of the ATMs. Customer shall pay all monthly charges incurred in connection with such electrical power usage.

5. **Title and Risk of Loss**

- (a) Each ATM shall remain, at all times, the property of the Licensee or such other owner as may be arranged by Licensee.
- (b) Upon the request of Licensee, Customer agrees to notify all interested parties of Licensee's interest in each ATM and to execute and deliver to Licensee, as may from time to time be reasonably required, reasonable documentation evidencing such notice of the interest of Licensee in the ATMs.
- (c) Customer agrees to provide and maintain, throughout the term of this Agreement, all ordinary and customary security in any and all of the Premises in which Licensee has ATMs.

7. **Taxes and Liens**

- (a) Customer shall pay all personal property taxes or similar assessments directly relating to the ATMs as the same becomes due.
- (b) Customer shall, at all times, keep each ATM free and clear of any liens and encumbrances caused by or resulting from the acts or omissions of Customer, and hereby waives any and all claims or liens, including statutory landlord liens, that it may itself impose on any ATM.

8. **Liabilities and Insurance**

- (a) Neither Customer nor Licensee shall have any liability to the other for any special, incidental, exemplary or consequential damages. Licensee shall provide \$2,000,00.00 in liability insurance on Atm though not on the cash contents.
- (b) Each Party shall be excused from performance, and shall have no liability, for any period and to the extent that such party is prevented, hindered or delayed from performing any services or other obligations under this Agreement, in whole or in part, as a result of acts or omissions of the reasonable control of such party, acts or omissions of the other party, third-party nonperformance, failure or malfunctions of computers, ATMs or telecommunications hardware or software, breach or other nonperformance by vendors and suppliers, strikes or labour disputes, riots, war, fire, acts of God or government regulations.

9. **License Fees and Right of Removal.** See Exhibit "B" attached.

10. **Signage and Receipts and Machine.** Customer agrees to permit Licensee to place any advertising, at customers approval, on such ATM machine and on all customer ATM receipts explaining that Madd Canada and it's affiliates are the benefactor of the profit of the machine .

11. **Term.** The Term of this Agreement shall commence on the Effective Date and shall continue for five (5) years from the Effective Date. This Agreement shall automatically renew for an additional period of five (5) years upon expiration unless terminated by either party giving written notice of intent not to renew at least ninety (90) days prior to the expiration date of the original Term or any renewal thereof.

12. **Right to Expand ATM Services.** The Customer grants to the Licensee the right to expand the dispensing services of the ATM, at the Licensee's sole expense and subject to the prior approval of Customer, in each case, to dispense point of sale items including, but not limited to, phone cards, stamps, event tickets, gift certificates, money orders and the like that Licensee, in its sole discretion, may wish to offer to the ATM users.

13. **Termination upon Bankruptcy or Insolvency.** In the event that either Party applies for, consents to, or acquiesces in the appointment of a trustee or receiver, or in respect of any property of either Party, or in the absence of such application, either Party consents or acquiesces to a trustee or a receiver being appointed;

or if either Party makes a general assignment for the benefit of creditors, or if a bankruptcy, insolvency, moratorium, corporate or other analogous law or provision is commenced by or in respect of either party or any property thereof, which is not dismissed or stayed within sixty (60) from the date of appointment, then the other Party may immediately terminate this Agreement and pursue all other available remedies at law or in equity.

14. **Trade Secrets and Marks.** Customer acknowledges that the D and D ATM Investment Inc. are the exclusive service mark and trade name of Licensee. Customer acknowledges that by this Agreement, it acquires no right, title or interest in and to the D and D ATM Investment Inc. whatsoever. Customer will not directly or indirectly: (a) make any use of the D and D ATM Investment Inc, except to identify Licensee or its goods and services;(b) challenge Licensee's ownership of the D and D ATM Investment Inc., Licensee's pending or future applications or registration of the D and D ATM Investment Inc., or the validity of the D and D ATM Investment Inc; and or (c) adopt or sue any trademark, name, logo, or other design which is identical or confusingly similar to the D and D ATM Investment Inc.

The ATM consists in part of computer programs, procedures, form and other related materials which have been acquired and developed by Licensee or third parties at substantial expense. Customer acknowledges that the foregoing are trade secrets which are of great value to the Licensee and disclosure to others of any of the programs, procedures, forms and other related materials with respect to the ATM will result in loss and irreparable damage to the Licensee. Customer therefore agrees not to disclose to others any if the aforementioned information regarding the ATM except as required in the proper performance of this Agreement. Customer acknowledges that the ATM, certain service and trademarks, computer programs, procedures, forms and other related materials belong to and are trade secrets of the third parties and Customer shall not in any way configure or reverse engineer such in any manner whatsoever.

15. **Entire Agreement.** This Agreement and the exhibits attached hereto, constitute the entire Agreement between the Parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. This Agreement may not be released, discharged, abandoned, changed or modified in any manner except by an instrument in writing signed by a duly authorized officer or representative of both Parties.

16. **Exhibits.** The attached Exhibits ("A" through "B") are hereby incorporated into and form part of this Agreement. Notwithstanding the foregoing, this Agreement shall be and remain in full force and effect whether or not any exhibit herein referred to has been completed at the date hereof.

17. **Waiver.** The failure of either Party to enforce at any time any provision of this Agreement or to exercise any right herein provided shall not in any way be construed to be a waiver of such provision or right in connection with any subsequent breach or default, and shall not in any way affect the validity of this Agreement or any part hereof or limit, prevent, impair the right of such party to enforce such provision or exercise such right.

18. **Notices.** Any notice required or permitted hereunder shall be in writing and may be given by personal delivery by registered mail, or by regular mail through Canada Post, to the address of the Party receiving notice as appears on the signature page of this Agreement or as changed through written notice to other Party.

20. **Governing Law.** This Agreement and all documents delivered pursuant hereto shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The parties hereto hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of Ontario.

19. **Binding Effect Successors and Adjustments.** This Agreement is binding on the Parties and their respective successors and assigns. This Agreement is freely assignable by the Licensee. The Customer may assign this Agreement with the prior written consent of the Licensee, which consent will not be unreasonably withheld.

20. **Interpretation.** All grammatical changes in gender, tense and number required to give meaning to any provision herein shall be deemed to be made. References to “this Agreement”, “hereof”, “herein”, “and hereto” and like references are to this Agreement and not to any particular article, section or other subdivision of this Agreement. The insertion of headings in this Agreement is for convenience of reference only and will not affect the construction or interpretation of this Agreement. Unless otherwise specified herein, all statements of or reference to dollar amounts in this Agreement will mean lawful money of Canada.
21. **Relationship of the Parties: Nature of Agreement.** It is expressly understood and acknowledged that it is not the intention or purpose of this Agreement to create, nor shall the same be construed, as creating any type of partnership, relationship or joint venture. This Agreement does not, and shall not be construed to create any interest in real property owned, leased or occupied by Customer (whether in the nature of a lease or easement or otherwise), and Licensee shall not assert or claim any such interest.
22. **Compliance with Laws.** Each Party will perform its obligations under this Agreement in strict compliance with all applicable laws, orders, or regulations of all appropriate jurisdictions.
24. **Quiet Enjoyment.** Licensee shall quietly enjoy the ATM Space in each Premise identified in Exhibit A during each Term of this Agreement without hindrance or molestation by anyone claiming by, through or under Customer.
23. **Legal Fees.** If suit or action is instituted to enforce or interpret any of the terms of this Agreement the prevailing party shall be entitled to recover from the other Party, in addition to costs, such sums as the court may adjudge reasonable for legal fees at trial and on any appeal therefrom.
24. **Counterparts.** This Agreement may be executed in one or more counterparts, which counterparts shall together constitute one and the same instrument. A true and complete facsimile copy of this Agreement and any signature affixed thereto shall be legally effective for all purposes.
26. **Time.** Time will, in all respects, be of the essence of this Agreement, and no extension or variation of this Agreement or any obligation hereunder will operate as a waiver or implied waiver of this provision.
25. **Liability.** The Belleville Police Services have absolutely no liability in any aspect of the operation and the cash contents of the Atm machine. This includes theft, damage or any harm that may come with the operation and loading of the Atm.
26. **Recitals.** The Recitals to this Agreement are factually true and correct and are made a part hereof.

EXHIBIT B

SURCHARGE AMOUNT AND DIVISION OF FUNDS

(Owner)

The licensee agrees to pay the customer 0% of the fees collected. The fees will be split between the owner and Madd Canada and it's local Belleville Chapter. The split will be D and D Atms receiving 27% and Madd Canada receiving 73%. This split cannot be changed without the express written consent of all parties.

LICENSE FEES AND RIGHT TO REMOVE

1. Licensee will have someone responsible to load and maintain all vault cash requirements for the operation of the ATM.
2. If transactions fall below 300 per month for two consecutive months, then ATM may be removed.
3. The surcharge will be set at \$1.49 per transaction and the surcharge can be changed with seven days written notice with agreement of all parties

Payments for all **surcharge** transactions will be disbursed in the following manner:

- Deposited into customer bank account on the following business day. Funds appearance will depend on Customers Financial Institution

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the Parties have executed the Agreement on the date first written above.

CUSTOMER

Belleville Police Services

Name: _____

Title: _____

I have authority to bind the Company

Charity

MADD Canada

Name: _____

Title: _____

I have authority to bind the Company

LICENSEE

D and D ATM Investment Inc.

Name: _____

Title: _____

I have authority to bind the Company

Exhibit "A"

Location: 93 Dundas St. East,
Belleville, Ontario
K8N 1C2

7(a)



Belleville Police Service

Cory L. McMullan
Chief of Police

93 Dundas Street East
Belleville, Ontario
K8N 1C2

(613) 966-0882 Administration
(613) 966-2701 Fax

Board Report:

In Camera Session: No

Date of report: June 8, 2011
Date of meeting: June 16, 2011

Chair Dolan
And members of the
Belleville Police Services Board

Subject: 1st Quarter Complaints

Recommendation: Receive for Information

Background:

The following table represents the complaints received.

First Quarter

COMPLAIN T NUMBER	NATURE OF COMPLAINT	DATE RECEIVED	STATU S	DISPOSITION	REASON
PC11-01	Neglect of Duty	January 17 th , 2011	Closed	File was closed at the outset by the OIPRD.	Complainant did not have jurisdiction to complain
PC11-02	Neglect of Duty	January 24 th , 2011	Closed	File was closed at the outset by the OIPRD.	Incidents occurred prior to date of Proclamation of October 19 th , 2009.
PC11-03	Discreditable conduct	February 11 th , 2011	Ongoing		
PC11-04	Improper Investigation	February 11 th , 2011.	Closed	File was closed at the outset by the OIPRD	Incident was over 6 months old
PC11-05	Neglect of Duty Excessive Use of Force	February 22 nd , 2011	Ongoing	Extension granted	
PC11-06	Excessive Use of force	March 31 st , 2011	Ongoing		

Respectfully submitted,

Cory L. McMullan

Cory L. McMullan
Chief of Police

7(b)



Belleville Police Service

Cory L. McMullan
Chief of Police

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Board Report:

In Camera Session: No

Date of report: June 1, 2011
Date of meeting: June 16, 2011

Councillor Robert Dolan, Chair
And members of the
Belleville Police Services Board

Subject: 1st Quarter Non Offence Statistics

Recommendation: Receive and File for Information

Background:

FALSE ALARMS

There were a total of 342 alarms in the 1st quarter of 2011. Of the 342 alarms 0 were unfounded leaving an actual total 342 alarms. The breakdown of the alarms is as follows:

Alarm – Holdup	0
Alarm – Others	12
False Alarm – Accidental Trip	100
False Alarm - Malfunction	12
False Alarm Holdup – Accidental Trip	13
False Alarm Holdup – Malfunction	1
False Alarm – Other	84
False Alarm - Cancelled	119

There was a 1% decrease in the number of alarms from the 345 alarms reported in 2010 to 342 alarms reported for the same time period in 2011.

Fines & Warnings Issued 2010		Fines & Warnings Issued 2011	
Warnings	100	Warnings	110
4 @ \$50.00	\$ 200	13 @ \$50.00	\$ 650
0 @ \$100	\$ 0	3 @ \$100	\$ 300
0 @ \$200	\$ 0	0 @ \$200	\$ 0
Total Fines	\$ 200.00	Total Fines	\$ 950.00

DOMESTIC DISTURBANCES

A total of 91 domestic disturbances were reported in the 1st quarter of 2011 compared to 108 in the same time frame for 2010. This is a decrease of 19% from last year within this same time frame.

These 91 domestic disturbances are situations where two people are presently or in the past have been involved in an intimate relationship and are involved in a dispute however there is no physical force or violence involved.

Once the investigation reveals there was an assault, threats, harassment, mischief to property, etc...the call type would be changed from domestic disturbance to reflect the more serious allegation.

TROUBLE WITH YOUTH

Calls involving trouble with youth have increased by 11%, from 37 occurrences in 2011 compared to 33 occurrences in 2010.

MOTOR VECHILE COLLISIONS

There were 384 motor vehicle collisions during the 1st quarter of 2011, an increase of 7% of the 358 reported during the same time period of 2010. There were 18 personal injury collisions reported in the 1st quarter of 2011, which is an increase of 44% to the 10 reported in the 1st. Quarter of 2010. There was 1 fatality in the 1st quarter of 2011 and 2 for the same time period of 2010.

TRAFFIC COMPLAINTS

There were a total of 467 traffic complaints during the 1st quarter of 2011, an increase of 6% compared to the 441 traffic complaints in 2010. Of the 467 traffic complaints there were:

ADLS (90 Day)	9
3 Day Traffic Suspension	10
7 Day Traffic Suspension	0
Traffic Complaint HTA	119
Charged HTA	195
Warned HTA	23
Other HTA	106
Serve DL Suspension Notice	2
HTA Racing all 172(1) Speeding Over	3

TRAFFIC MANAGEMENT UNIT

The Traffic Management Unit laid 1,016 compared to 621 in 2010 Provincial Statutes charges which include: Highway Traffic Act, Liquor Licence Act, Trespass to Property and Safe Streets Act. This is an increase of 39%. There were 9 Criminal Code Charges for Impaired, FTR, Theft and Breach compared to 8 in 2010. There were 169 Calls for Service with 151 dispatched calls and 209 Reports being submitted compared to 139 in 2010 with 108 reports being submitted.

Serious & Fatal Collisions

On the 6th of January 2011 at 11:57 p.m. a single motor vehicle collision occurred on Tracey Street. The male driver sustained serious life threatening injuries. The investigation resulted in charges of Impaired Operation, Over 80 mgs and Drive While Disqualified.

On the 9th of February at 1:41 pm TMU Officer investigated a 2 car collision on Sidney St. A 57yr old male driver was arrested for impaired cause bodily harm, refuse breath test and drive under suspension after rear ending a stopped vehicle.

TMU investigated a fatal truck/train collision on the 18 Mar 2011 at 3:23 pm. A 64yr old male from Brockville was delivering sand to a CN rail construction site on Airport Parkway when he crossed the track as a Via train travelled along the line. The train and truck collided resulting in a massive collision killing the truck driver instantly. TMU worked in conjunction with VIA rail, Transport Safety Board, Ministry of the Environment and Ministry of Labour. The investigation is continuing.

Outstanding Warrants

On the 11th of January 2011 TMU officer attempted to stop a 27yr old Belleville male wanted on outstanding break and enter warrants. The male fled and struck another Police vehicle in an attempt to escape. The pursuit was terminated and through investigation the male was arrested as the result of a joint service investigation between BPS and OPP officers. The male was charged with Dangerous Driving, Fail to remain, Flight from Police and multiple other charges. The vehicle was seized and a forfeiture order was completed.

Training

March - Constables Stitt and Groen attended CFB Trenton and were trained and certified as Standard Field Sobriety Testers. This course is developed to identify and evaluated motorists who are impaired by the use of legal and illegal drugs.

CANINE

Cst. Joly conducted 2 tracks, which included 3 callouts, directly assisted ERT with 5 arrests and performed 1 drug search. The Canine Unit also participated in 1 demonstration at Hastings Manor.

In the 1st quarter of 2011 the Canine Unit dealt with 58 occurrences. During this time, Cst. Joly was assigned to the Operations Division. He laid 34 Criminal charges, 1 CDSA charge and 1 LLA charge.

COMMUNITY RESPONSE

The Community Response responded to 82 reportable occurrences pertaining to schools with 131 reports being submitted. There were 14 CC (Criminal Code), 1 CDSA (Controlled Drug and Substance Act), 1 HTA (Highway Traffic Act) and 2 TPA (Trespass to Property Act) charges laid.

Training Conferences

The officers attended a three day COYO (Committee of Youth Officers) conference in Niagara Falls and also a one day seminar on Social Networking.

Presentations

There were 10 presentations on bullying and cyberbullying, 3 drug presentations within the elementary schools, "Stranger Danger" presentation to Hillcrest Public School, Social Networking presentation at Loyalist College within the department of Student Success and internet safety-Bullying-street safety to various schools.

Assistance to Schools

Assistance to schools as follows:

- Instructed 12 classes in the grade two program (pedestrian safety) from Hastings and Prince Edward School Board and Algonquin and Lakeshore School Board within the Children's Safety Village.
- Assisted the Algonquin and Lakeshore School Board with the implementation of the Safe Schools Committees.
- Conducted two threat assessments with Centennial Secondary School.
- Participated in Literacy Days at Queen Elizabeth Public School and St. Mike's Catholic School.
- Assisted schools with lockdown drills.
- Responsible for four Co-Op students from Nicholson Catholic College, Centennial Secondary School and St. Paul's Secondary School. Providing and guiding them with projects and initiatives within the village

Other Assignments

Cst. Orr is an active Board member with the Quinte Children's Foundation, a committee member with the Canadian Cancer Society and a member of the Belleville Police Service Awards Committee. She also assisted with the new web design for the Children's Safety Village.

E.R.T.

On February 22nd., members executed a Search Warrant for a firearm and as a result two persons were arrested.

For the month of March the following incidents were responded to resulting in several arrests. Members assisted CIB in high risk arrest of a suspect for "Project Riverside"; team members executed three separate CDSA Search Warrants; CDSA Search Warrant and arrest authority for person not to be in Canada (with potential for violence and the presence of a firearm); ERT assisted in the high risk arrest of the suspect for the 4 robberies in the Quinte area involving a firearm. Located inside were CDSA offences; ERT executed a search warrant in Deseronto at the residence of one other accused person in the robberies in the Quinte area; ERT executed 2 separate CDSA Search Warrants in relation to "Project Core". ERT Medics (who attend with the ERT Team on every call) transported the accused to BGH with precautionary medical concerns for observation.

Team members participated in a community initiative in supporting the "walk a mile in her shoes" campaign designed in promoting awareness to violence against women. Members wore the infamous "high heeled red shoes" while in their ERT uniforms and were video taped. The video has since been released on the internet

and a link was placed on the BPS website. This is another example of the TEAM supporting community initiatives and representing our police service in a professional yet light hearted manner.

On March 31st, a CDSA Search Warrant was executed. ERT members assisted in the possible takedown of robbery suspect at No Frills Grocery store in Belleville. Crimestoppers information received that 5 males, all armed were planning on robbing the store on this date.

During this quarter, team members also presented / instructed at an Incident Commanders Course.

Respectfully submitted,

Cory McMullan

Cory L. McMullan
Chief of Police

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Belleville Police Service

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Board Report:

In camera Session: NO

Date of report: June 06, 2011
Date of meeting: June 16, 2011

Robert Dolan, Chair
And members of the
Belleville Police Services Board

Subject: Thank You Letters & Commendations for Police Officers

Recommendation: That the information be received by the Board.

Background:

Letter from Kyle Perry, Anchor of 95.5 HitsFM commending the professionalism, great work, helpfulness and security provided by the Belleville Police Service officers during the Russell Williams case.

Letter of appreciation from Community Employment Program, Quinte Secondary School for the efficient volunteer record check processing.

Thank you from the late retired Sgt. Charles Peters' family for the funeral escort.

Complimentary comments relayed to Sergeant Doucette from the mother of a young driver involved in an MVC expressing how impressed she was with Cst. Hall's demeanor and how he conducted the investigation.

Letter from the Canadian Police College acknowledging and commending Sergeant Boulay's instruction on the Advanced Footwear Impressions Comparison Course.

Thank you from the students and staff of Harry J. Clark School to Constable Orr for her help with the Terry Fox walk.

Thank you to members of the Belleville Police Service who donated to the Quinte Humane Society.

Letter from Cst. Hatfield commending the mentoring of Coach Officer T. Smith and the support from Supervisors and fellow officers.

Donation to Adopt-A-Child and note from a citizen expressing her gratitude for the concern and care provided by Cst. Kiley.

Thank you and original fantasy art donation to the Belleville Police Service for all they do and keeping the community safe.

Letter of appreciation from Assistant Director, Enforcement East Central Ontario Tax Services in appreciation of the presentation given by Constable Paul Josefik.

Thank you letter from Pathways to Independence to Constables Adam Donaldson, Matt Coughlin and Eric Shorey for their professionalism in the way they handled a call to their office.

Letter from Pathways to Independence thanking Cst. Jeremy Ashley for spending time with a client.

Email from Algonquin & Lakeshore District School Board thanking Chief McMullan and Constable Miranda Orr for attending their Family Literacy Event and reading to the students.

Thank you to Cst. Ashley from a citizen for the assistance provided in dealing with a family member with Alzheimer's.

Thank you card to Cst. Eric Hadley from a citizen for his assistance in locating an elderly family member who had been reported lost at the Quinte Mall.

Complimentary letter received from Commanding Officer St. Pierre of the 2 Military Police Squadron, thanking Sgt. Kosta Brindakis and Cst. Jeff Ling for their assistance in providing instruction during their Canadian Critical Incident Commander's course.

Letter from Bob Tisdale thanking D/Cst. Warren McCann for his hard work and diligence in securing a conviction in a fraud against his elderly father.

E-mail received from D/Cst. Nusink of the Peterborough Lakefield PS – Major Crime Unit, thanking Sergeant Grant Boulay for the assistance he provided in helping with footwear identification.

Letter from the Salvation Army Church, thanking Cst. Miranda Orr, Cst. Dan Joly for an excellent presentation to the children of the Kids for Christ Program on being safe in the community. Nadine Langlois was also thanked for arranging the visit.

Thank you card to Cst. Adam Donaldson from HPEC Health Unit for his assistance in checking in on a female who had left a distressed message on their Health Unit line.

Letter of appreciation received from Angie Miles, thanking Cst. Wayne Groen for the guidance he provided her on renewing her licence sticker.



Cory L. McMullan
Chief of Police

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Board Report:

In Camera Session: No

Date of report: June 8, 2011
Date of meeting: June 16, 2011

Chair Dolan
And members of the
Belleville Police Services Board

Subject: Traffic Vehicle Replacement

Recommendation: Information and Decision

Background:

As a result of a motor vehicle collision on May 11th, 2011 car 10, the black unmarked Charger assigned to the Traffic management Unit (TMU) was damaged to a point that the insurer decided to "write-off" the vehicle. As the vehicle was more than 24 months old, we did not qualify for replacement cost, rather a pro-rated pay out totaling \$6,790.08. In addition to this amount, we were able to sell the vehicle for scrap, and received a cheque for \$3,457.00. In total we received \$10,247.08 in revenue back for this cruiser.

At present our TMU works rotating shifts and the two cars assigned to this unit are essential to its efficient operations.

In discussing the replacement options for this vehicle, two different vehicles were examined. The TMU had begun discussions about the effectiveness of changing one of the vehicles from an unmarked Charger to a larger style vehicle. The purpose of this change was to address the needs of our Traffic Reconstructionists at a variety of serious collisions where a variety of technical equipment is required. Sgt Sweet of the TMU was asked to provide a report as to the issue of vehicle replacement (see attached).

Replacement Cost Breakdown

The Provincial Purchasing Co-Op has been checked for both costs and availability of vehicles. Availability is an issue as most Services order their vehicles early in the year, and as only so many are available at a cost, these late in the year purchases can be difficult.

Charger

Cost - \$ 24,165.00 plus taxes

Availability – As of June 06th, 2011 there were seven available, all white.

Additional Costs – Standard equipment transfer (\$700 and lettering of \$600).

Total Approximate Costs - \$25,465.00 before taxes

Tahoe

Cost - \$ 34,665.00 plus taxes

Availability – As of June 06th, 2011 there were three available.

Additional Costs – Cage (\$2000), Lighting (\$1800) and standard equipment transfer (\$700 and lettering of \$600).

Total Approximate Costs - \$39,765.00 before taxes

Additional Ambulance

Cost - \$2500. 00 (approximate cost)

Availability – Unsure if any are currently available.

Additional Costs – Adding appropriate racks (\$2000), lighting (\$1800), equipment transfer (\$700), additional console (\$1800) Lettering and striping (\$600), mechanical repairs to pass Safety (\$3500)

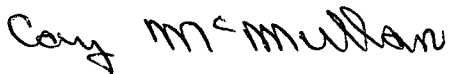
Total Approximate Costs - \$12,900.00 before taxes

Recommendation

The recommendation put forward at this time would be the purchase of a Chevrolet Tahoe.

It is the immediate and most effective response to the issues raised by the Traffic Management Unit. There is no doubt that having the available equipment available to our reconstruction specialists as efficiently as possible provides the best possible service to our community. There is a higher cost when compared strictly to purchasing one Charger, but the entire shift in design and direction of this vehicle sees a minor variance between the cost of a Tahoe (\$39,765.00 before taxes) and the Charger/converted ambulance option (\$38,365.00 before taxes) of \$1400.00.

Respectfully submitted,



Cory L. McMullan
Chief of Police

Report of Sgt Sweet

I have spoken to all officers in the Traffic Management Unit regarding their choice of a vehicle to meet the needs of the unit. At this time our needs to be assessed and the feasibility of a particular vehicle determined. Regardless of whichever vehicle was selected, it would be imperative that the collision reconstruction equipment be kept within a vehicle to reduce response time. The time spent to load the equipment into a vehicle then respond is hampering the quality of the investigation. Some physical evidence at a serious crash scene is short lived and disappears or reduces with time; therefore the longer it takes to get there, the less evidence available to be interpreted is gathered.

Currently the Charger is used for both collision and enforcement. The Charger is an excellent enforcement vehicle however the cargo area is extremely limited. To transport all collision reconstruction equipment to a scene 2 vehicles are required. The cargo area of the Charger is the smallest of all current police vehicles at 14.8 cubic feet.

If a combination of two vehicles is to be considered, then a Charger accompanied by a used ambulance would best fit out current needs. The ambulance can be purchased for approximately \$2,500 dollars when they are available. This vehicle would fit the Reconstructionist needs at a scene. There would have to be some modifications to the cargo area including the purchase of shelves, racks, etc. It could also be used for other functions such as Heavy Truck Enforcement, special events and other needed situations. Again the Charger is an effective enforcement vehicle, with all current equipment able to be transferred over directly to the new vehicle.

As an all purpose vehicle, the Chevrolet Tahoe has the largest cargo area based vehicle at 108.9 cubic feet, this includes the rear seat area. With the rear seat area not included the measurement is approximately 48 cubic feet. The Tahoe is based on a truck frame and is larger, higher and slightly less fuel efficient than the other vehicles tested. I have spoken with Mr. Ken Dixon and he advised there is not a cage available in BPS stock, so purchasing of the cage would be additional. The Tahoe is generally a good enforcement vehicle and will meet the needs of the Service. It will also be able to accommodate all reconstruction equipment. It could also be used for other functions such as Heavy Truck Enforcement, special events and other needed situations. This larger sized vehicle gives the space and design to effectively manage high activity traffic enforcement and well as prolonged time spent in the vehicle at collision locations.

I have spoken to numerous officers from outside Services about the pros and cons of all police vehicles. It appears that it is a personal preference to the individual vehicle by each officer. I could not locate any technical service bulletins for any other vehicles that caused me any concern. My personal preference of a replacement vehicle would be the Chevrolet Tahoe if only one vehicle is being purchased. I have included the Michigan State Police website with the current statistics for the testing of Police Vehicles in 2011.

http://www.michigan.gov/documents/msp/VehicleTestBook2011_Web_mil_341027_7.pdf