



**NORTH DUFFERIN COMMUNITY CENTRE  
BOARD OF MANAGEMENT  
AGENDA  
TUESDAY, DECEMBER 11, 2018 - 7:00 - 9:00 P.M.  
NORTH DUFFERIN COMMUNITY CENTRE**



- 1. Call to order by Chair**
- 2. Additions/Deletions/Approval of the Agenda**
- 3. Declaration of Pecuniary Interest or Conflict of Interest**
- 4. Approval of Draft Minutes - November 13, 2018**
- 5. Business Arising from the Minutes**
- 6. Facility Manager's Report**
- 7. General Business**
  1. Financial
    1. Accounts
    2. 2019 Budget
  2. Mulmur Motion regarding NDCC Member Appointment
  3. Mulmur Motion regarding Council Member Appointed to NDCC Board of Management
  4. Melancthon Motion regarding NDCC Member Appointment
  5. Melancthon Motion regarding Council Member Appointment to NDCC Board of Management
  6. Unfinished Business
    1. RFQ - Risk Management Policy Quotes
    2. Survey Update - Mulmur Township Survey Papers
    3. Generator Update
- 8. Delegation**
- 9. Closed Session**
  1. Section 239 (2)(b) of the Municipal Act, 2001 as amended, - Personal matters about an identifiable individual, including municipal or local board employees - Facility and Board Personnel Issues
- 10. Notice of Motion**
- 11. Confirmation Motion**
- 12. Adjournment and Date of Next Meeting - Tuesday, January 8, 2019 - 7:00 - 9:00 p.m. - North Dufferin Community Centre**



**NORTH DUFFERIN COMMUNITY CENTRE BOARD OF  
MANAGEMENT  
MINUTES**

**TUESDAY, NOVEMBER 13, 2018 – 7:00 P.M.  
NORTH DUFFERIN COMMUNITY CENTRE**



The North Dufferin Community Centre Board of Management known as “The Board” held its meeting on the 9<sup>th</sup> day of October, 2018 at 7:00 p.m., in the Norduff Room at The North Dufferin Community Centre. Those present:

Chester Tupling, Chair, Mulmur  
Bert Tupling, Vice-Chair, Melancthon  
Nancy Noble, Mulmur  
Debbie Fawcett, Melancthon  
Dave Besley, Councillor Melancthon  
Keith Lowry, Councillor Mulmur  
Clayton Rowbotham, Melancthon  
Heather Boston, NDCC Treasurer, Mulmur  
Donna Funston, NDCC Secretary, Melancthon

**Regrets:**

Denise Holmes, CAO/Clerk, Melancthon

**#1 Call to Order by Chair**

Chair Tupling called the meeting to order at 7:03 p.m.

**#2 Additions/Deletions/Approval of Agenda**

Additions: Chair Tupling requested Closed Session be moved to the first item on the Agenda  
3.2 – Community Engagement

-Moved by Besley, Seconded by B. Tupling the Agenda be approved as amended. Carried.

**#3 Declaration of Pecuniary Interest or Conflict of Interest**

None.

**#4 Approval of Draft Minutes**

-Moved by B. Tupling, Seconded by Besley, that the minutes of the North Dufferin Community Centre Board of Management held on October 9, 2018 be approved as circulated. Carried.

**#5 Business Arising from the Minutes**

None

## #6 Facility Manager's Report

James Woods, Facility Manager was in attendance for this portion of the meeting.

James has been receiving positive feedback from parents, the ice is now in good condition and Zamboni blades have been changed and running well. Brian Teeter will be returning to do a few more repairs. James will get quotes from Delmar for generator and surge protector. Training course was taken and passed just waiting to receive the papers stating such. Player benches have been repaired for now but will get more quotes as they will need to be replaced in the next year. Sliding door at the back of the arena had some bolts fall out, getting quotes to repair that as well. James is working on finishing up the rental contracts and will send to Mulmur once complete. Booth is running great - grill has been installed and everything else is working and running well. James requests a washer and dryer be installed at the arena to wash expensive mopping clothes instead of throwing them out. James has been in contact with Dillman Septic Pumping who is going to send a quote to get tank pumped. Dillman suggests capping the area where they pump to eliminate digging costs each time tank is pumped.

## #7 General Business

1. Financial
    1. Accounts
    2. Income Statement
    3. 2019 Budget
  2. New Player Bench Upgrades Quote
  3. New/Other Business/Additions
    1. Term of the Board – Mulmur/Melancthon Council
    2. Community Engagement
  4. Unfinished Business
    1. RFQ – Risk Management Policy Quotes
    2. Survey Quotes
    3. Generator Quotes
    4. Arena Grill update
- #1.1 Heather will check with Davenport Auto regarding the engine shampoo invoice and report back.
- Moved by Lowry, Seconded by Noble, be it resolved that the accounts in the amount of \$17,407.28 be approved to be paid. Carried.
- #1.2 Board reviewed with Heather.
- #1.3 Heather will meet with Jamie to put together a list of items to be included in the 2019 budget. They will look at repairs and capital expenses.
- #2. Benches will be included in the 2019 capital expense in the budget.
- #3.1 -Moved by Fawcett, Seconded by Noble, be it resolved that with respect to the Community Members, the NDCC Board of Management recommends to Melancthon

and Mulmur Councils that those Board Members be reappointed to the Board of Management for the term of Office as directed by the Board. Carried.

-Moved by Besley, Seconded by B. Tupling, be it resolved that the NDCC Board of Management recommends to Mulmur Township that Keith Lowry be appointed to the Board as a Member of the Community at large and serve as a representative for the Township of Mulmur. Carried.

#3.2 Member Lowry suggests at a later meeting the Board should talk about reaching out to the Honeywood Community to see what events they would like to see take place. Possibly have a Community Member join a meeting to attract more people. Member Lowry spearheaded the Remembrance Day event that was well received by the Community. People commented on being made aware of the event from the sign in front of the Arena. Board Members were pleased with the attendance.

#4.1 The Board is going to keep the OSONS quote under consideration.

#4.2 All updates are under 7:30 Van Harten delegation.

#4.3 Jamie is working on getting quotes in.

#4.4 Grill has been purchased, installed and being used.

## **#8 Delegation**

7:30 p.m – Adrian Maes and Luke Wilcoxs from Van Harten Surveying presented a sketch of the arena and surrounding land. Land to the East and the South of the Arena has unknown title, land to the West and North are owned by Mulmur Township with a small parcel of the Fire Hall being owned by Mulmur and Melancthon Township. They gave a couple of options regarding the survey; first option is to search the title to figure out who owns the untitled area. To do this type of survey will be interesting and costly. Will take a lot of research and have to survey multiple properties. Second option was a topographic survey; it is a specific area including the arena and some of the land around the building, this would not involve title searches.

-Moved by Besley, Seconded by B. Tupling be it resolved that the NDCC Board of Management ask the Mulmur Representative to consult with Mulmur Council to determine their wishes as to how the NDCC Board would proceed to acquire building permits for an addition to the existing Arena Complex due to the fact ownership of the Arena board land is in question. Carried.

## **#9 Closed Session**

-Moved by Fawcett, Seconded by Lowry be it resolved that The North Dufferin Community Centre Board of Management move into Closed Session Meeting pursuant to Section 239 of the Municipal Act, 2001, as amended, at 7:08 p.m. for the following reason: Personal matters

The North Dufferin Community Centre Board of Management held a closed session meeting on the 13<sup>th</sup> day of November, 2018 at 9:25 p.m., under Section 239 of the Municipal Act, 2001, as amended, for the following reason: 2(b) of the Municipal Act, 2001 as amended, - Personal matters about an identifiable individual, including municipal or local board employees – Facility and Board Personnel Issues. This meeting was held in the Norduff Room, at the North Dufferin Community Centre.

Discussion regarding applications received for the position of Part-Time Arena Staff and direction from The Board to interview potential candidates for the position.

-Moved by Lowry, Seconded by Noble, be it resolved that the NDCC Board of Management rise from closed session at 9:28 p.m. with report. Carried.

**Report is as follows:**

-Moved by Lowry, Seconded by Noble, be it resolved that The Board arrogates to the Interview Panel the authority to interview, rank, select and hire the part time Arena Staff as advertised. Carried.

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CHAIR

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SECRETARY

# Accounts Payable

Arena A/P Nov. 1 - 30, 2018

Vendor 000000 Through 999999

Invoice Entry Date 2018-01-01 to 2018-11-29 Paid Invoices Cheque Date 2018-10-31 to 2018-11-29

Vendor Number Name	Invoice Number	Invoice Desc	Chq Nbr	Invoice Date	Entry Date	Amount
000006 TELIZON INC	03500420181113	PHONE CHARGES NOV. 2018	000129	2018-11-13	2018-11-20	66.78
		01-2000-7110 PHONE CHARGES NOV. 2018				66.78
000016 HYDRO ONE	SEPT.12, 2018	SEPT. 2018 HYDRO	000029	2018-09-12	2018-10-31	164.98
		01-2000-7200 SEPT. 2018 HYDRO				164.98
000016 HYDRO ONE	SEPT 17, 2018	SEPT HYDRO ICE PLANT	000029	2018-09-17	2018-10-31	202.60
		01-2000-7200 SEPT HYDRO ICE PLANT				202.60
000016 HYDRO ONE	Oct. 11 ,2018	OCT. 2018 HYDRO	000029	2018-10-11	2018-10-31	298.58
		01-2000-7200 OCT. 2018 HYDRO				298.58
Vendor Total						666.16
000020 TD BANK	Oct. 2018	BANK CHARGES OCT. 2018	000030	2018-10-22	2018-10-31	25.00
		01-2000-7150 BANK CHARGES OCT. 2018				25.00
000026 CREEMORE ECHO	45938	BEEF BBQ AD	000120	2018-07-06	2018-11-06	123.17
		01-2000-7300 BEEF BBQ AD				123.17
000036 SHELBURNE FREE PRESS	A5538	AD FOR RFP - BOOTH	000123	2018-09-20	2018-11-15	85.88
		01-2000-7110 AD FOR RFP - BOOTH				85.88
000036 SHELBURNE FREE PRESS	A5498	AD FOR SNOW REMOVAL QUOTE	000123	2018-09-06	2018-11-15	53.11
		01-2000-7110 AD FOR SNOW REMOVAL QUOTE				53.11
Vendor Total						138.99
000037 HERALD NEWSPAPER CORP. 16288		AD FOR ARENA ASSISTANT	000128	2018-10-09	2018-11-27	254.25
		01-2000-7110 AD FOR ARENA ASSISTANT				254.25
000046 BARCLAY WHOLESALE	13079	BLADE SHARPENING	000126	2018-11-26	2018-11-27	34.18
		01-2000-7240 BLADE SHARPENING				34.18
000046 BARCLAY WHOLESALE	13142	MOP HEADS (2)	000126	2018-11-26	2018-11-27	25.92
		01-2000-7220 MOP HEADS (2)				25.92
Vendor Total						60.10
000049 ADVANCED DOORS SYSTEMS	011816	REPAIR GARAGE DOOR	000119	2018-10-25	2018-11-06	565.00
		01-2000-7220 REPAIR GARAGE DOOR				565.00
000049 ADVANCED DOORS SYSTEMS	011945	SERVICE OVERHEAD DOOR	000125	2018-11-16	2018-11-27	370.08
		01-2000-7220 SERVICE OVERHEAD DOOR				370.08
Vendor Total						935.08
000054 WOODS JAMES	Oct. 2018	KM'S/GAS	000122	2018-10-31	2018-11-06	380.76
		01-2000-7015 KM'S TO TRAINING				353.76
		01-2000-7240 GAS				27.00
000055 WILLIAMS LORI	Nov. 2018	NEW GRIDDLE & DEEP FRYER	000121	2018-10-24	2018-11-08	3,231.80
		01-2000-7230 NEW GRIDDLE & DEEP FRYER				3,231.80

### Accounts Payable

Arena A/P Nov. 1 - 30, 2018

Vendor 000000 Through 999999

Invoice Entry Date 2018-01-01 to 2018-11-29 Paid Invoices Cheque Date 2018-10-31 to 2018-11-29

Vendor Number	Vendor Name	Invoice Number	Invoice Desc	Chq Nbr	Invoice Date	Entry Date	Amount
000056	ZAMBONI COMPANY LTD.	098369	ZAMBONI CHANGE BLADES & MTNE	000124	2018-10-31	2018-11-15	4,286.56
			01-2000-7240 ZAMBONI CHANGE BLADES & MTNE				4,286.56
000057	DILLMAN SANITATION LTD.	12346	PUMP SEPTIC TANKS (2)	000127	2018-11-12	2018-11-27	932.25
			01-2000-7220 PUMP SEPTIC TANKS (2)				932.25
Unpaid Invoices							0.00
Paid Invoices							11,100.90
Invoices Total							11,100.90
Selected G/L Account Total							11,100.90
Payroll:							7 684 .85
Total:							18 785 .75

**NDCC Board of Management  
2019 BUDGET DRAFT #2**

Account	Description	2017 Actuals	2017 Budget	2018 Actuals	2018 Budget	Budget to Actual Variance	Draft 1 2019 Budget	Draft 2 2019 Budget	Budget Variance	Comments
01-2000-4000	MULMUR GRANT	(47,240)	(47,240)	(45,277)	(45,277)	0	(25,077)	(42,326.50)	(2,950)	
01-2000-4010	MELANCTHON GRANT	(17,500)	(17,500)	(45,277)	(45,277)	0	(25,077)	(42,326.50)	(2,950)	
01-2000-4015	GRANT REVENUE	0	0	0	-	0	-	(10,000.00)	10,000	Dufferin County Emg. Readiness Fund
01-2000-4020	DONATION REVENUE	0	0	(100)	-	100	-	-	0	
01-2000-4030	FUNDRAISING REVENUE	(17,382)	(19,380)	(20,273)	(20,000)	273	(20,000)	(20,000.00)	0	Incl. BBQ & Strawberry Supper
01-2000-4100	MINOR RATE RENTAL REVENUE	(48,069)	(56,300)	(30,663)	(45,000)	(14,337)	(45,000)	(45,000.00)	0	
01-2000-4110	ICE RENTAL REVENUE (PRIME)	(50,442)	(42,000)	(29,964)	(52,000)	(22,036)	(52,000)	(52,000.00)	0	
01-2000-4115	ICE RENTAL REVENUE (NON-PRIME)	(743)	(500)	(139)	(500)	(361)	(500)	(500.00)	0	
01-2000-4120	NON-RESIDENT USER FEES	(3,396)	(2,250)	(2,920)	(3,000)	(80)	(3,000)	(3,000.00)	0	
01-2000-4200	BOOTH RENTAL REVENUE	(5,328)	(5,000)	(3,211)	(4,300)	(1,089)	(5,000)	(5,000.00)	700	
01-2000-4210	HALL RENTAL REVENUE	(2,850)	(2,400)	(1,637)	(2,600)	(963)	(2,600)	(2,600.00)	0	
01-2000-4220	FLOOR RENTAL REVENUE	0	(100)	(463)	-	463	-	-	0	
01-2000-4230	SIGN RENTAL REVENUE	(4,160)	(4,500)	(3,980)	(4,160)	(180)	(4,160)	(4,160.00)	0	
01-2000-4240	VENDING MACHINE REVENUE	(251)	(300)	(238)	(250)	(12)	(250)	(250.00)	0	
01-2000-4300	PENALTIES & INTEREST	(527)	(450)	(726)	(525)	201	(525)	(525.00)	0	
01-2000-7000	WAGES	42,898	50,000	42,916	45,000	2,084	45,000	45,000.00	0	
01-2000-7005	BENEFITS-EI/PPP/WSIB/EHT	5,192	5,600	4,177	5,600	1,423	5,600	5,600.00	0	
01-2000-7010	BENEFITS-OMERS	2,913	4,500	1,740	3,000	1,260	-	-	3,000	
01-2000-7015	STAFF TRAINING/DUES, FEES, SUBSCRIP	145	484	1,556	300	(1,256)	300	300.00	0	billed from County at end of year
01-2000-7100	OFFICE/COMPUTER SUPPLIES	1,171	1,680	1,690	1,200	(490)	1,600	1,600.00	(400)	incls advertising, phone, internet, 1 email acct
01-2000-7110	COMMUNICATION	3,075	1,500	2,402	3,000	598	3,000	3,000.00	0	\$73.20
01-2000-7115	INSURANCE	16,445	21,225	11,763	12,200	437	12,200	12,200.00	0	RFQ large decrease in insurance
01-2000-7120	HEALTH & SAFETY	2,723	2,800	175	2,800	2,625	2,800	2,800.00	0	billed from County at end of year
01-2000-7125	PROF FEES - AUDIT	1,075	1,075	1,403	1,188	(215)	1,188	1,188.00	0	
01-2000-7130	PROF FEES - WATER TESTING	300	300	232	300	68	300	300.00	0	
01-2000-7150	BANK CHARGES	108	250	342	500	158	400	400.00	100	
01-2000-7200	HYDRO	58,050	56,206	30,813	60,000	29,187	60,000	60,000.00	0	
01-2000-7210	FURNACE FUEL/ZAMB PROPANE	11,282	9,000	8,519	12,000	3,481	12,000	12,000.00	0	Includes grounds mtne, snow removal, floor
01-2000-7220	BLDG/GROUNDS MAINTENANCE	15,863	14,500	16,671	15,000	(1,671)	16,000	18,000.00	(3,000)	scrubbing machine \$2000
01-2000-7230	BOOTH MAINTENANCE	1,280	1,300	3,690	1,300	(2,390)	1,300	1,300.00	0	
01-2000-7240	ICE PLANT/MACH MAINT	8,581	12,000	15,421	9,000	(6,421)	11,000	11,000.00	(2,000)	
01-2000-7300	FUNDRAISING EXPENSE	7,324	10,500	10,859	10,500	(359)	10,500	10,500.00	0	Incl. BBQ & Strawberry Supper
01-2000-7400	BAD DEBT	33	0	0	-	0	-	-	0	
01-2000-7500	CAPITAL PURCHASES			0		0	-	42,500.00	(42,500)	Benches \$13,810 +\$2000 for back wood floors + Generator & tank \$20K less \$10K grant, replace fence around cenotaph \$4000, zamboni inside sliding door \$2,500, Plus Electronic Road Sign ?
01-2000-6010	TSFR TO REC RESERVES	5,000	5,000	0		0	-	-	0	
01-2000-6015	TSFR TO BLDG RESERVES	1,105	0	0		0	-	-	0	
	Subtotal	(13,323)	0	(30,496)	(40,000)	(9,504) #	50,153	84,653.00		
	Less: Start up Cash (or Revenue)			40,000	40,000	#	(50,153)	(84,653.00)		
	Net (Income)/Deficit			9,504	0		0	0		

GB # 1-2  
DEC 11 2018



## Donna Funston

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**From:** Kerstin Vroom <kvroom@mulmur.ca>  
**Sent:** Thursday, December 6, 2018 10:49 AM  
**To:** Donna Funston  
**Subject:** Motion NDCC Member Appointment

Hello Donna,

Trust you are well!

Council passed the following motion yesterday:

THAT Mulmur Township Council receives and approves the report of Heather Boston, Treasurer, NDCC Member Appointment;

AND FURTHER THAT Mulmur Township Council approves the recommendations made by the NDCC Board of Management;

THEREBY, reappointing the current members: Chester Tupling and Nancy Noble, as community representatives, and to appoint past Council representative, Keith Lowry, at large, to sit on the NDCC Board of Management for the term of office as directed by the Board.

Carried.

Take Care,

**Kerstin Vroom, CMO CMM I | Clerk**

Township of Mulmur | 758070 2<sup>nd</sup> Line East | Mulmur, Ontario L9V 0G8  
Phone 705-466-3341 ext. 223 | Fax 705-466-2922 | [kvroom@mulmur.ca](mailto:kvroom@mulmur.ca)



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## Donna Funston

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**From:** Kerstin Vroom <kvroom@mulmur.ca>  
**Sent:** Thursday, December 6, 2018 12:32 PM  
**To:** Donna Funston  
**Cc:** Denise Holmes; Patty Clark  
**Subject:** Mulmur Council Member appointed to North Dufferin Community Centre Board of Management

Hello Donna!

At yesterday's Council meeting, Mulmur Council appointed the following Council member to the North Dufferin Community Centre Board of Management:

### Councillor Patricia Clark

Patricia's email is: [pclark@mulmur.ca](mailto:pclark@mulmur.ca)

Kindly add her to your roster and include her in your circulation list.

Kindest Regards,

**Kerstin Vroom, CMO CMM I | Clerk**

Township of Mulmur | 758070 2<sup>nd</sup> Line East | Mulmur, Ontario L9V 0G8  
Phone 705-466-3341 ext. 223 | Fax 705-466-2922 | [kvroom@mulmur.ca](mailto:kvroom@mulmur.ca)



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#1



### Corporation of the Township of Melancthon

Moved by [Signature]

Seconded by [Signature]

Date Dec. 6, 2018

Be it resolved that:

the Council of the Township of Melancthon concurs with the recommendation of the NDCC Board of Management and re-appoints Debbie Fawcett, Clayton Rowbotham and Bert Tupling to the Board of Management for the term of office, as directed by the Board.

<u>Recorded Vote</u>	<u>Yea</u>	<u>Nay</u>
Mayor Darren White		
Deputy Mayor David Besley		
Councillor Wayne Hannon		
Councillor Margaret Mercer		
Councillor David Thwaites		

Carried/Lost: [Signature]  
MAYOR

**Donna Funston**

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**From:** Denise Holmes <dholmes@melancthontownship.ca>  
**Sent:** Friday, December 7, 2018 2:07 PM  
**To:** dfunston@melancthontownship.ca  
**Subject:** NDCC Board of Management

Hi Donna,

At yesterday's Council meeting, Deputy Mayor David Besley was appointed to the NDCC Board of Management.

Thank you.

Regards,

**Denise B. Holmes, AMCT**  
**CAO/Clerk, Township of Melancthon**  
**Sent from my iPhone**

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Plan of survey of Part of the East Half of Lot 35,  
Concession 3, N.W.S., in the Township of Mulmur,  
expropriated by the Township of Mulmur for its own use.

---

*Lloyd Thomson, Ontario Land Surveyor*

Lloyd Thomson, O.L.S., S.M.T.P.I.C.  
Dip. T. & R.P., Tor. Univ.

*Legal and Title Surveys*  
*Subdivision Design*      *Town Planning Consultants*

TELEPHONES:  
OFFICE 941-3581  
RESIDENCE 941-0573

27 THIRD ST.  
C2A 2B9  
BRANFORDVILLE, ONT.

5th May, 1965.

DESCRIPTION.

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the TOWNSHIP OF MULMUR, now in the VILLAGE OF HONEYWOOD, in the COUNTY OF DUFFERIN, PROVINCE OF ONTARIO, and being composed of Part of the East Half of Lot 25, Concession 3, W.H.S.

SAID parcel of land being more particularly described as follows:

COMMENCING at the South East angle of Lot 42, Registered Plan No. 39A:

THENCE Westerly along the Southerly limit of the said Registered Plan No. 39A a distance of 412.50 feet:

THENCE Southerly and parallel to the Easterly limit of the East Half of the said Lot 25 a distance of 153.78 feet:

THENCE Easterly and parallel to the Southerly limit of the said Registered Plan No. 39A a distance of 42.90 feet:

THENCE Southerly and parallel to the Easterly limit of the East Half of the said Lot 25 a distance of 81.48 feet:

THENCE Easterly and parallel to the Southerly limit of Registered Plan No. 39A a distance of 365.60 feet:

THENCE Northerly and parallel to the Easterly limit of the East Half of the said Lot 25 a distance of 81.48 feet:

THENCE Easterly and parallel to the Southerly limit of Registered Plan No. 39A a distance of 4.00 feet:

THENCE Northerly and parallel to the Easterly limit of the East Half of the said Lot 25 a distance of 153.78 feet, more or less, to the point of commencement:

AS SHOWN on a Plan to Illustrate Description by Lloyd Thomson, Ontario Land Surveyor, dated May 5th, 1965, and hereunto attached.

Vendor's Solicitor

Vendor's Wife's Name

Purchaser's Solicitor

Purchaser's Wife's Name

Deed or Transfer to be made to

REAL ESTATE SUPPLY CO.  
BOX 4 STATION H. TORONTO 13, ONT.

**Agreement  
OF  
Purchase and Sale**

- 10 -

Dated

18

I/We the undersigned hereby acknowledge this date having received my signed copy of this accepted Agreement of Purchase and Sale and hereby authorize Real Estate Broker named on reverse side of this agreement to send said copy to my Solicitor(s)..... forthwith.

Address.....

Dated.....

Witness

.....  
Vendor's Signature

I/We the undersigned hereby acknowledge this date having received my signed copy of this accepted Agreement of Purchase and Sale and hereby authorize Real Estate Broker named on reverse side of this agreement to send said copy to my Solicitor(s)..... forthwith.

Address.....

Dated.....

Witness

.....  
Purchaser's Signature



# Agreement of Purchase and Sale

The undersigned, The Corporation of the Township of Mulmur  
(herein called "Purchaser") having inspected the real property hereby agrees to and with Harvey Elmer Mills  
(herein called "Vendor")

~~to purchase~~  
to purchase all and singular the premises ~~XXXXXX~~ XXXXXX  
in the Township of Mulmur ~~XXXXXX~~ XXXXXX in the County of Hufferin and  
known as part of the East half of Lot 25 in the Third Concession, West of  
Hurontario Street, containing approximately two acres (herein called "the real property")

at the price of FIVE HUNDRED ----- Dollars (\$ 500.00 )

of lawful money of Canada, payable <sup>Cash</sup> ~~XXXXXX~~ One ----- Dollars (\$ 1.00 )

to the ~~XXXXXX~~ Vendor as a deposit to be held ~~XXXXXX~~ pending completion or other termination of this agreement and to be credited on account of purchase money on closing, and the Purchaser agrees to pay the balance on closing  
in cash or by certified cheque;

Tenancy if any \_\_\_\_\_

PROVIDED the title is good and free from all encumbrances except as aforesaid and except as to any registered restrictions or covenants that run with the land providing that such are complied with. The Purchaser is not to call for the production of any title, deed, abstract or other evidence of title except such as are in the possession of the Vendor. The Purchaser is to be allowed 14 days from the date of acceptance hereof to examine the title at his own expense. If within that time any valid objection to title is made in writing to the Vendor which the Vendor shall be unable or unwilling to remove and which the Purchaser will not waive this agreement shall, notwithstanding any intermediate acts or negotiations in respect of such objections, be null and void and the deposit shall be returned by the Vendor without interest and he and the Agent shall not be liable for any costs or damages. Save as to any valid objection so made within such time the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the real property. This transaction of the purchase and sale is to be completed on or before the 15th day of May, 1965, on which date vacant possession of the real property is to be given to the Purchaser unless otherwise provided herein. Unearned Fire Insurance Premiums, Rentals, Mortgage Interest, Taxes, Local Improvement, Fuel, Water and Assessment Rates, etc., to be apportioned and allowed to date above fixed for completion of sale.

This offer, when accepted, shall constitute a binding contract of purchase and sale and time shall in all respects be of the essence hereof. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this agreement or the real property or supported hereby other than as expressed herein in writing. All buildings and equipment upon the real property shall be and remain at the risk of the Vendor until closing. Pending completion of the sale, the Vendor will hold all insurance policies and the proceeds thereof in trust for the parties as their interests may appear and in event of damage to the said premises the Purchaser may either have the proceeds of insurance and complete the purchase, or may cancel the agreement and have all monies theretofore paid returned without interest. Any storm or screen sash or doors, water tanks and water heaters, central heating plant, T.V. aerial and appliances, electric fixtures and fixtures usual to the buildings, other than chattels, shall remain with the property. Deed or transfer to be prepared at the expense of the Vendor and mortgage at the expense of the Purchaser. If Vendor is a trustee, deed or transfer is to contain trustee covenants only and mortgage is to be on Vendor's usual long form.

This offer and its acceptance is to be read with all changes of gender or number required by the context.  
This offer shall be irrevocable by the Purchaser until 11:55 p.m. on the 24th day of April, 1965.  
after which time, if not accepted, this offer shall be null and void and the deposit returned to the Purchaser without interest.

DATED at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 1965.  
SIGNED, SEALED AND DELIVERED  
in the presence of:  
Mrs. J. Barbara Reid

IN WITNESS whereof I have hereunto set my hand and seal,  
The Corporation of the Township of Mulmur  
Per: [Signature] Purchaser.

The undersigned accepts the above offer ~~XXXXXX~~  
on account of the purchase price and irrevocably undertakes to pay any unpaid balance or commission to him on the date

DATED at Orangeville, this 21st day of April, A.D. 1965.  
SIGNED, SEALED AND DELIVERED  
in the presence of:  
[Signature]

IN WITNESS whereof I have hereunto set my hand and seal,  
Harvey Elmer Mills  
Vendor.

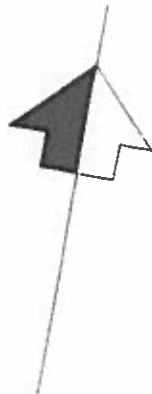
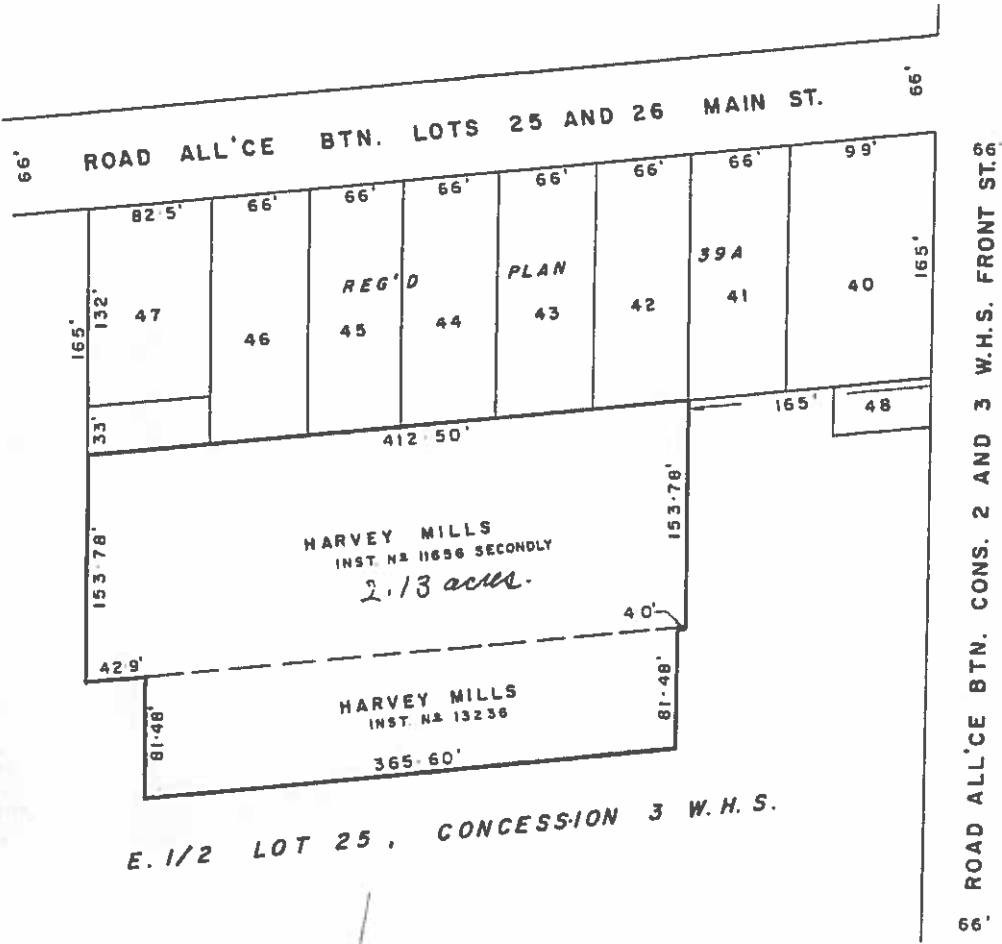
Vendor



Lloyd Thomson, Ontario Land Surveyor

37 THIRD ST  
BOX 214  
ORANGEVILLE ONT

4-11-65  
OFFICE 11111111  
REG. NO. 11111111



The Township of Mulmur

*H. Stewart*  
REEVE

*E.H. Reid*  
CLERK

Signed May 6, 1965.

Original drawings and rights of reproduction are the property of Lloyd Thomson O.L.S.

DRAFTSMAN: G.W.M.

DATE MAY 5, 1965  
*Lloyd Thomson*  
 Lloyd Thomson  
 O.L.S. 545 PICT. LA. & R.P. TORONTO  
 Legal and Title Services

PLAN TO ILLUSTRATE DESCRIPTION  
 OF PART OF E. 1/2 LOT 25  
 CONCESSION 3 W.H.S.  
 TOWNSHIP OF MULMUR NOW IN THE  
 VILLAGE OF HONEYWOOD  
 COUNTY OF DUFFERIN SCALE: 1"=100'  
 Town Planning Consultants

SURVEYOR'S CERTIFICATE - I hereby  
 certify that the house... being constructed  
 on  
 within... boundaries as shown  
 subdivision of area

I certify that the within instrument is duly entered, registered and microfilmed, in the Registry Office for the Registry Division of the County of Dufferin for the Township of

..... at **3:25 PM** .....

of the..... day of **MAY 7, 1965**.. 19.....

Number..... **20887** .....

**A. J. Woodland** Registrar

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