NORTH DUFFERIN COMMUNITY CENTRE BOARD OF MANAGEMENT AGENDA - ELECTRONIC MEETING - ZOOM WEDNESDAY, OCTOBER 13, 2021 – 7:00 P.M.

Join Zoom Meeting
https://us02web.zoom.us/j/84531672761?pwd=NnVHOGxISFFDTXUydjZMdWRSOVdXZz09

Meeting ID: 845 3167 2761
Passcode: 482551
One tap mobile
+14388097799,,84531672761#,,,,*482551# Canada
+15873281099,,84531672761#,,,,*482551# Canada

Dial by your location
+1 438 809 7799 Canada
+1 587 328 1099 Canada
+1 647 374 4685 Canada
+1 647 558 0588 Canada
+1 778 907 2071 Canada
+1 204 272 7920 Canada
Meeting ID: 845 3167 2761
Passcode: 482551

AGENDA

1. **Call to order by Chair**

2. **Additions/Deletions/Approval of the Agenda**
   Moved by _____ Seconded by _____ That the Agenda be approved as circulated/amended. Carried.

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

4. **Approval of Draft Minutes –** September 8, 2021
   - September 30, 2021 – Special Meeting
   Moved by _____Seconded by _____ the minutes of the North Dufferin Community Centre Board of Management held on September 8, 2021 and September 30, 2021 special meeting be approved as circulated. Carried

5. **Business Arising from the Minutes**
   1. Roof Leak Update

6. **Facility Manager's Report**

7. General Business

1. Financial
    1. Accounts Payable

Moved by _____ Seconded by _____ the accounts in the amount of $2,621.42 be received as presented. Carried.

    2. A/R update
    3. YTD vs. Budget comparison
2. Motion from Mansfield Park Advisory Committee to NDCC Board regarding Electricity at the Ball Diamond
3. Unfinished Business
    1. In-person meeting protocol update from WDGPH – Verbal Update Donna
    2. NDCC COVID Safety Guidelines to be updated
    3. Proof of Vaccination – Mulmur Policy Attached
    4. Draft NDCC Agreement 2021 with tracked changes

8. Information

1. Report from Heather Boston, Treasurer, regarding NDCC Architectural/Engineering for Design
2. Motion from Mulmur Council regarding NDCC Joint Recreation Agreement

9. Notice of Motion

10. Confirmation Motion

Moved by _____ Seconded by _____ that all actions of the Members and Officers of the NDCC Board of Management with respect to every matter addressed and/or adopted by the Board on the above noted date are hereby adopted, ratified and confirmed; and each motion, resolution and other actions taken by the Board Members and Officers at the meeting held on the above date are hereby adopted, ratified and confirmed. Carried

11. Adjournment and Date of Next Meeting – Wednesday November 10, 2021 - 7:00p.m.

Moved by _____ Seconded by _____ that we adjourn the NDCC Board of Management meeting at ___:____ p.m. to meet again Wednesday November 10, 2021 at 7:00 p.m. or at the call of the Chair. Carried.

Accounts Payable

September AP Listing

Vendor 000000 Through 999999

Invoice Entry Date 2021-09-02 to 2021-10-01 Paid Invoices Cheque Date 2021-09-02 to 2021-10-01

Vendor Number	Name	Invoice Number	Invoice Desc	Chq Nbr	Invoice Date	Entry Date	Amount
000023	COUNTY OF DUFFERIN	IN000000073047	FIRST AID TRAINING JWOODS	000526	2021-08-31	2021-09-09	111.94
			01-2000-7015 FIRST AID TRAINING JWOODS				111.94
000023	COUNTY OF DUFFERIN	IN00000007321	PEDI DEFIBRILLATOR PADS	000526	2021-09-15	2021-09-22	107.35
			01-2000-7120 PEDI DEFIBRILLATOR PADS				107.35
						Vendor Total	219.29
000057	DILLMAN SANITATION LTD.	15494	AUG23-SEP23 TOILET BALLPARK	000522	2021-08-23	2021-09-09	155.00
			01-2000-7220 AUG23-SEP23 TOILET BALLPARK				155.00
000057	DILLMAN SANITATION LTD.	15571	SEPT23-OCT23 TOILET RENTAL	000527	2021-09-22	2021-09-22	155.00
			01-2000-7220 SEPT23-OCT23 TOILET RENTAL				155.00
						Vendor Total	310.00
000043	HUMAN RESPONSE	1502CR	2020 ALARM REFUND	000523	2021-09-01	2021-09-09	-298.32
			01-2000-7220 2020 ALARM REFUND				-298.32
000043	HUMAN RESPONSE	1896	2021 ALARM MONITORING	000523	2021-09-01	2021-09-09	339.00
			01-2000-7220 2021 ALARM MONITORING				339.00
						Vendor Total	40.68
000016	HYDRO ONE	SEPT 14 2021	SEPT BLDG HYDRO	000000	2021-09-14	2021-09-22	243.54
			01-2000-7200 SEPT BLDG HYDRO				243.54
000016	HYDRO ONE	AUG 24 2021	AUG ICE PLANT HYDRO	000170	2021-08-24	2021-09-09	497.46
			01-2000-7200 AUG ICE PLANT HYDRO				497.46
						Vendor Total	741.00
000004	MCDONALD HOME HARDWAR	103783	CLEANING SUPPLIES, COUPLERS	000524	2021-09-07	2021-09-09	117.45
			01-2000-7220 CLEANING SUPPLIES, COUPLERS				117.45
000006	TELIZON INC	03500420210913	ACCT #35004 - ARENA SEPT	000171	2021-09-13	2021-09-22	68.43
			01-2000-7110 ACCT #35004 - ARENA SEPT				68.43
000013	WAYNE BIRD FUELS	664165	HVAC SERVICE	000528	2021-09-17	2021-09-22	284.76
			01-2000-7220 HVAC SERVICE				284.76

Unpaid Invoices	243.54
Paid Invoices	2,377.88
Invoices Total	2,621.42
Selected G/L Account Total	2,621.42

GB#7.1.1

OCT 13 2021

General Ledger

Annual Department Budget vs. Actual Comparison Report

Fiscal Year Ending: DEC 31,2021 - From Period 1 To Period 10 Ending OCT 31,2021

Account	Description	Previous Year Total Actual	Previous Year Total Budget	Current Year To Date Actual	Current Year To Date Budget	Budget Remaining	Total Budget
Fund: 01 OPERATING FUND							
Category: 2???							
2000 INCOME STATEMENT							
Revenue							
01-2000-4000	MULMUR GRANT	54,410.44	54,410.66	53,348.56	53,348.56	0.00	53,348.56
01-2000-4010	MELANCTHON GRANT	54,410.44	54,410.66	53,348.56	53,348.56	0.00	53,348.56
01-2000-4015	GRANT REVENUE	0.00	0.00	0.00	0.00	0.00	0.00
01-2000-4020	DONATION REVENUE	0.00	0.00	0.00	0.00	0.00	0.00
01-2000-4030	FUNDRAISING REVENUE	0.00	0.00	0.00	0.00	0.00	0.00
01-2000-4100	MINOR RATE ICE RENTAL REVEN	46,708.48	54,000.00	14,885.12	20,400.00	15,714.88	30,600.00
01-2000-4110	ICE RENTAL REVENUE (PRIME)	41,956.38	51,000.00	19,347.65	19,720.00	10,232.35	29,580.00
01-2000-4115	ICE RENTAL REVENUE (NON-PRI	1,736.28	500.00	1,832.74	510.00	(1,322.74)	510.00
01-2000-4120	NON-RESIDENT USER FEES	4,215.30	3,250.00	722.77	0.00	(722.77)	0.00
01-2000-4200	BOOTH RENTAL REVENUE	1,173.52	2,100.00	0.00	1,333.32	2,000.00	2,000.00
01-2000-4210	HALL RENTAL REVENUE	0.00	4,000.00	0.00	666.68	1,000.00	1,000.00
01-2000-4220	FLOOR RENTAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00
01-2000-4230	SIGN RENTAL REVENUE	4,250.00	3,800.00	3,400.00	3,580.00	180.00	3,580.00
01-2000-4240	VENDING MACHINE REVENUE	0.00	0.00	0.00	0.00	0.00	0.00
01-2000-4300	PENALTIES & INTEREST	901.70	850.00	505.86	708.34	344.14	850.00
01-2000-4500	PR YR SURPLUS/DEFICIT	(5,860.31)	(5,860.31)	0.00	0.00	33,947.44	33,947.44
Total Revenue		203,902.23	222,461.01	147,391.26	153,615.46	61,373.30	208,764.56
Expense							
01-2000-7000	WAGES	58,971.93	70,000.00	45,277.30	58,000.00	26,722.70	72,000.00
01-2000-7005	BENEFITS-EI/CPP/WSIB/EHT	5,181.65	5,600.00	3,895.18	4,511.12	1,704.82	5,600.00
01-2000-7010	BENEFITS-OMERS	4,569.22	4,950.00	4,034.52	4,378.34	1,219.48	5,254.00
01-2000-7012	MILEAGE	303.91	300.00	43.57	250.00	256.43	300.00
01-2000-7015	STAFF TRAINING/DUES, FEES, SU	185.44	1,000.00	276.94	1,000.00	723.06	1,000.00
01-2000-7100	OFFICE/COMPUTER SUPPLIES	1,888.59	2,000.00	2,067.33	2,000.00	(67.33)	2,000.00
01-2000-7110	COMMUNICATION	876.54	2,000.00	1,596.66	1,666.66	403.34	2,000.00
01-2000-7115	INSURANCE	15,418.69	13,300.00	17,191.04	16,000.00	(1,191.04)	16,000.00
01-2000-7120	HEALTH & SAFETY	2,540.84	2,000.00	114.31	250.00	2,385.69	2,500.00
01-2000-7125	PROF FEES - AUDIT	600.00	611.01	589.44	610.56	21.12	610.56
01-2000-7130	PROF FEES - WATER TESTING	258.50	400.00	161.00	300.00	239.00	400.00
01-2000-7150	BANK CHARGES	1,370.47	500.00	801.25	1,000.00	398.75	1,200.00
01-2000-7200	HYDRO	28,532.14	50,000.00	21,227.77	30,000.00	18,772.23	40,000.00
01-2000-7210	FURNACE FUEL/ PROPANE	9,750.40	15,000.00	7,941.60	7,500.00	2,058.40	10,000.00
01-2000-7220	BLDG & GROUNDS MAINTENANCI	27,462.60	18,500.00	6,570.98	14,800.00	13,429.02	20,000.00
01-2000-7230	BOOTH MAINTENANCE	371.80	3,300.00	798.98	400.00	(398.98)	400.00
01-2000-7240	ICE PLANT/MACH MAINTENANCE	11,147.41	18,000.00	10,179.57	8,400.00	1,820.43	12,000.00
01-2000-7300	FUNDRAISING EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00
01-2000-7400	BAD DEBT	524.66	0.00	0.00	0.00	0.00	0.00
01-2000-7450	TSFR TO CAPITAL RESERVES	0.00	0.00	0.00	0.00	0.00	0.00
01-2000-7500	CAPITAL PURCHASES	0.00	15,000.00	10,700.00	17,500.00	6,800.00	17,500.00
01-2000-7800	AMORTIZATION	1,560.40	0.00	0.00	0.00	0.00	0.00
Total Expense		171,515.19	222,461.01	133,467.44	168,566.68	75,297.12	208,764.56
Dept Excess Revenue Over (Under) Expenditures		32,387.04	0.00	13,923.82	(14,951.22)	(13,923.82)	0.00

GB#7.1.3

OCT 13 2021

General Ledger

Annual Department Budget vs. Actual Comparison Report

Fiscal Year Ending: DEC 31,2021 - From Period 1 To Period 10 Ending OCT 31,2021

Account	Description	Previous Year Total Actual	Previous Year Total Budget	Current Year To Date Actual	Current Year To Date Budget	Budget Remaining	Total Budget
REPORT SUMMARY							
01-2000	INCOME STATEMENT	203,902.23	222,461.01	147,391.26	153,615.46	61,373.30	208,764.56
Fund 01 Total Revenue		203,902.23	222,461.01	147,391.26	153,615.46	61,373.30	208,764.56
01-2000	INCOME STATEMENT	171,515.19	222,461.01	133,467.44	168,566.68	75,297.12	208,764.56
Fund 01 Total Expenditure		171,515.19	222,461.01	133,467.44	168,566.68	75,297.12	208,764.56
Fund 01 Excess Revenue Over (Under) Expenditures		32,387.04	0.00	13,923.82	(14,951.22)	(13,923.82)	0.00
Report Total Revenue		203,902.23	222,461.01	147,391.26	153,615.46	61,373.30	208,764.56
Report Total Expenditure		171,515.19	222,461.01	133,467.44	168,566.68	75,297.12	208,764.56
Report Excess Revenue Over (Under) Expenditures		32,387.04	0.00	13,923.82	(14,951.22)	(13,923.82)	0.00

Donna Funston

From: Roseann Knechtel <rknechtel@mulmur.ca>
Sent: Thursday, October 7, 2021 8:29 AM
To: Donna Funston
Subject: NDCC Board Meeting

Hi Donna,

I am not sure if I have sent this to you or not, so please disregard if this is a duplicate.

At their meeting on September 27, 2021 the Mansfield Parks Advisory Committee discussed the use of the Honeywood Baseball Diamond and passed the following motion.

Members discussed the current upgrades to the Honeywood Ball Diamond and recommended the Ball Diamond be further developed for future use by Mansfield Ball.

Moved by Pendleton and Seconded by Hawkins
THAT the Committee recommend the NDCC Board of Management consider running electricity to the Baseball Diamond for use by Mansfield Ball for the 2022 season.
CARRIED.

As Minor Ball requires electricity at the baseball diamond to run the pitching machines, they are requesting that the Board consider installing and supplying electricity at the diamond for the 2022 season.
This would allow Mansfield Minor Ball the opportunity to utilize the diamond.

Please let me know if you have any questions.
I look forward to hearing the decision of the Board.

Have a great day,

Roseann Knechtel, BA, MMC | Deputy Clerk / Planning Coordinator
Township of Mulmur | 758070 2nd Line East | Mulmur, Ontario L9V 0G8
Phone 705-466-3341 ext. 223 | Fax 705-466-2922 | rknechtel@mulmur.ca

GB#7.2
OCT 13 2021

North Dufferin Community Centre
Board of Management

IN-PERSON MEETING PROTOCOL DURING COVID-19 PANDEMIC

The following protocols have been implemented for any in-person NDCC Board of Management Meetings during the COVID-19 pandemic. These protocols are subject to revision as Public Health guidance and restrictions evolve.

Risk Management

For all in-person Board of Management meetings, the following risk mitigation measures **must** be taken:

Facility Entry

- Entry to the Facility is to be through the Main Doors

Physical Distancing

- Board Members, Delegates and Members of the Public must maintain a 2m distance between each other
- Seating must be arranged by the Facility Manager to facilitate physical distancing
- Meeting rooms used must be large enough to facilitate physical distancing

Masks, Hand Sanitizer, and Disinfection

- Masks must be worn during the meeting
- Before an in-person meeting, all frequently touched surfaces (i.e. doors, hand railings, table, chairs, etc.) must be disinfected, by the Facility Manager prior to the meeting and after the meeting. **Please note that bathrooms are closed.**
- Hand sanitizer must be used before signing the In-Person Meeting Declaration and upon leaving the meeting

Self-screening

- All in-person participants will be directed, in advance of the Board meeting, to self-screen (please refer to attached Schedule A), and to refrain from attending the meeting if they meet any of the criteria
- All persons attending the in-person meeting will be required to sign the In-Person Meeting Declaration and provide contact information for COVID tracking purposes

Signage

- Signage must be posted at all in-person meetings regarding self-screening, physical distancing, requirement of masks and sanitization requirements

GB#7.3.1
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North Dufferin Community Centre CORONA-VIRUS (COVID-19) SAFETY GUIDELINES (APPROVED) v1.2

All COVID mitigation and prevention requirements of the Federal and Provincial governments and of the WDGPH must be followed at all times by all persons.

FACILITY

- Masks to be worn at all times by staff and patrons
- Social distance is to be maintained throughout the arena
- Arena marked off with designated entrance and exit ways
- Waiver and health attestation required for all participants and spectators
- Fourteen-day quarantine or negative Covid test result within 72 hours for any person entering building travelling from high-risk locations
- Facility to maintain name and phone number/email in building for tracing purposes
- Entrance for players allowed 10 minutes prior to start of game – players must arrive dressed
- Entrance and exit ways along with one-way signage must be adhered to at all times
- Facility bathrooms are limited to two people at a time -signage posted
- No more than 25 players to the surface
- Water fountains used as refill stations only
- Game benches marked with 1.5 hockey sticks (2m) social distancing; additional seating marked with 1.5 hockey sticks (2m) social distancing extended on the sides of game benches

SPECTATORS

- Entrance for spectators allowed 5 minutes prior to start of game
- **Spectators MUST show vaccine passport before entering the building**
- No spectators allowed for games played by individuals 21 or over
- Building not to exceed 40% capacity to include staff, players, coaches, officials and spectators
- Spectators to leave building immediately at the end of the game - no loitering in stands or lobby
- No loitering or gatherings in parking lot except for players and coaches 10 minutes prior to ice time

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PLAYERS/COACHES

- Encourage players not feeling well to stay home and seek proper treatment
- Player's arriving to game with symptoms of COVID are instructed to return home
- Regular health checks for players throughout season
- Masks to be worn by players and coaches at all times while on the bench and throughout facility
- 6 ft distance between players on the bench - please use additional seating outside of your bench and have your shift changes prepared
- Limit the number of coaches on the bench
- No 'checking style' game play, include no scrum play in front of goalie or along boards
- Face shields are not considered an alternative to face masks at this time
- Only one player allowed in the penalty box at a time, if a team has a second penalty player is to take it on the bench
- No sharing of water bottles; each player should have their own – fountains used as refill stations only
- No sharing of equipment
- No handshake, fist pumps, elbow pumps or any sportsmanship display at the end of the game
- At the end of the game players should be out of the building within 10 minutes
- Notify facility if any player or spectator that attended the facility tests positive with COVID while maintaining discretion

CORONA-VIRUS (COVID-19) WAIVER OF LIABILITY

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by participating in activities at the **North Dufferin Community Centre (hereafter NDCC).**

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself, including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability or expense, of any kind, that I may experience or incur in connection with my attendance or participation during or after events at **NDCC** ("Claims").

On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless NDCC, their employees, agents, representatives, or and from the Claims, including all liabilities, claims, actions, damages, costs, or expenses of any kind arising out of relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of **NDCC**, their employees, agents, and representatives, whether a COVID-19 infection occurs before, during or after participation in **NDCC** activities.

HAVE YOU EXPERIENCED ANY OF THE FOLLOWING?

Fever

○ Yes ○ No

Chills

○ Yes ○ No

Runny Nose

○ Yes ○ No

Sore Throat

○ Yes ○ No

Muscle Pain

○ Yes ○ No

Headaches

○ Yes ○ No

Loss of Smell/Taste

○ Yes ○ No

Vomiting or Diarrhea

○ Yes ○ No

Shortness of Breath/Difficulty Breathing

○ Yes ○ No

Have you been in contact with anyone who has tested positive for COVID in the past 14 days?

○ Yes ○ No

RELEASE OF LIABILITY

☐ I CERTIFY THAT I HAVE REVIEWED THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT, I AM AWARE THAT THIS RELEASES LIABILITY AND I SIGN IT OF FREE WILL (required)

☐ I HAVE REVIEWED AND AGREE TO THE NDCC SAFETY GUIDELINES (required)

☐ I SWEAR THAT MY ANSWERS PROVIDED ABOVE ARE 100% ACCURATE (required)

Name of program/associated with? (required)

Email

You only need to enter your email address if you want a copy of this document sent to you.

Phone required

*We are required to collect your contact information for **contact tracing purposes**. We will not use for soliciting purposes.*

Name required

18 years of age or older?

○ Yes ○ No

Parent's Signature

_____

Date __/__/__

Township of Mulmur
758070 2nd Line E, Mulmur ON L9V 0G8
www.mulmur.ca

FOR IMMEDIATE RELEASE

Provincial Proof of Vaccination Effective September 22nd

MULMUR, ON September 22, 2021. The provincial Requirement for Proof of Vaccination in Certain Settings, came into effect Wednesday, September 22, 2021.

Mulmur continues to take direction from the Wellington Dufferin-Guelph Public Health and work with all levels of government to ensure the safety and well-being of our community. Beginning September 22, 2021, this will include showing digital or printed proof of full vaccination at least 14 days prior, along with an identifying document showing your name and date of birth or providing confirmation of a medical exemption before entering certain facilities.

Your kindness and patience are appreciated as we work together through this latest change in pandemic protocols. Mulmur's goal is to abide by the Provincial regulations and keep everyone as safe as possible.

For more information, please contact:

Tracey Atkinson
CAO, Mulmur Township
705 466 3341 ext. 222
tatkinson@mulmur.ca

GB#7.3.3
OCT 13 2021

AGREEMENT AS OF

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF MULMUR,
hereinafter referred to as "Mulmur"

-and-

THE CORPORATION OF THE TOWNSHIP OF MELANCTHON,
hereinafter referred to as "Melancthon"

This Agreement witnesseth that, in consideration of the mutual covenants and conditions herein contained, Mulmur and Melancthon agree to the following:

1. Mulmur is the owner of the lands identified as Con 3 W E PT Lot 25, RP 7R-4424 Part 3, on which the facility known as the North Dufferin Community Centre ("NDCC") is located. The NDCC includes all land, buildings, improvements, equipment and chattels pertaining to its operations.

2. Mulmur Township shall continue to be the sole owner of the NDCC.

3. The NDCC shall be operated in compliance with the provisions of the *Municipal Act, 2001*, SO 2001, c 25, and any applicable regulations, as amended from time to time.

4. The NDCC shall be managed by a joint municipal service board of the Townships of Mulmur and Melancthon, constituted by this agreement pursuant to s. 202 of the *Municipal Act, 2001*. The said joint municipal service board shall be known as the NDCC Board of Management ("Board"), which shall have all the powers given by the *Municipal Act, 2001*, and those given by this Agreement.

5. The Board shall have eight (8) members, all of whom have voting rights. The Board shall be comprised of one (1) member of Council from each of Mulmur and Melancthon, two (2) community members from each of Mulmur and Melancthon, and two (2) other community members-at-large. The Board shall recommend nominated candidates, drawn from community applicants to the parties. The Board members shall be appointed by both parties by resolution. In the event of a disagreement, each party shall appoint 3 community members of its choice to the Board. Nominated candidates shall serve for a term of which they are appointed. The parties shall also have the power to designate the appointed Council representatives to the Board, and may set their term on the Board, not to exceed the term of the Council on which they sit. The quorum of the Board shall be five (5).

6. No person shall be appointed as a Board member unless that person has been appointed by the parties in accordance with the previous ~~paragraph, and~~paragraph and has received a Criminal Records Check to the satisfaction of both parties' Councils.

7. The Board shall elect a Chairperson (Chair) and Vice-Chairperson from among its members at the first meeting of the Board each calendar year. The Chair shall preside at all meetings of the Board and be charged with the general administration of the business and affairs of the Board. The minutes of that meeting shall identify the persons elected to each of the identified positions.

8. The Board shall hold an Annual General Meeting at the call of the Chair, with due prior notice to both parties

9. The Board shall operate under the Township of Mulmur's policies and procedures ~~Procedural By-law of Mulmur~~.

10. Insurance shall be provided through Mulmur's insurance ~~provider~~provider, and the cost will be billed to the Board.

11. A staff member from Melancthon shall act as the Secretary of the Board at no cost.

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12. The Treasurer of Mulmur shall act as the Treasurer of the Board at no cost for his or her time. The Treasurer shall keep full and accurate books and records of all transactions of the Board. The Treasurer shall render to the Board at the meetings thereof, or whenever required, an account of all transactions and of the financial position of the Board. The Treasurer shall pay only such items as are approved by the Board.

13. It shall be the policy of the Board that the current year's operating surplus or deficit be allocated to the followings year's budget over and above a $40,000 operating reserve maintained for cash flow purposes.

14. Each Township shall contribute $20,000 on January 1, 2018, to create an operating reserve for the Board to utilize for cash flow purposes.

15. Commencing 2018, levies shall be paid on February 1st, May 1st, August 1st and October 1st of each year.

16. The Board will maintain a recreational capital reserve account to hold any unused capital contributions each year. This reserve will be used to absorb the impact of large purchases and/or unforeseen emergency capital requirements as approved by the Board. A report on the balance of the reserves shall be provided on an annual basis or as requested by the parties.

~~17. The Board shall develop other organization structure and procedural rules as may be thought desirable.~~

17. The Township of Mulmur ~~Board~~ shall have responsibility and authority over the human resources and staffing.

18. The Board shall be ~~including employment contracts, for staff for both the~~ responsible for the development of standard operating procedures and ~~facilities and~~ policies for facility operations and programs as required for approval by each Township.

~~18.~~

19. ~~Subject to statutory restrictions and those set out in this agreement.~~ The Board may~~shall develop policies, rules, and~~ recommend annual user fee changes~~schedules~~ to be approved by each Township.

20. The Board shall prepare the estimate of the Board's net financial requirements for the year ("Budget"). There shall be no deficit budgeting. The Board shall work co-operatively and equitably with the parties to the Agreement to fund all operational and developmental expenses.

21. The Budget shall be submitted annually to each Township for approval no later than October 31st. The parties shall have the right to amend the Budget by mutual agreement prior to approval.

22. Upon approval of the Budget by both parties, each party shall appropriate such monies as may be requisitioned by the Board from time to time not to exceed the monies identified in the approved Budget.

23. The Board shall not make or incur liability for any expenditure that is not approved as part of its Budget, and the parties shall not be liable for any expenditure that is not approved.

24. Regardless of the source and extent of funding, the Board must recommend to each Township, for approval,~~e~~ any~~all~~ ~~development and~~ capital improvements not already approved in the budget.

~~24.~~25. The Township of Mulmur may spend monies on the NDCC facility in addition to the NDCC budget at 100% contribution at its sole discretion as required.

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~~25.~~26. The parties shall be responsible for the approved operating and capital levies expenditures and any deficit of the Board as follows:

Mulmur 50%
Melancthon 50%

~~26.~~27. The Board shall keep books and records, approve expenditures and issue cheques in accordance with the approved Budget.

a. The Board shall maintain its own separate bank account.
b. All accounts to be paid shall be approved by the Board (this may occur after payment has happened in order to avoid late payment fees).
~~c. All cheques shall be signed by the Chair or designate and the Treasurer or designate of the Board.~~
~~d.~~c. The Board's accounts shall be audited annually by the Municipal auditor or more frequently as may be required~~ by the Board~~.
~~e.~~d. The draft minutes of the Board shall be promptly circulated to the respective municipal Councils.

~~27.~~28. In the event that either Mulmur or Melancthon wishes to cease participating in the Board, they may do so by providing one (1) year written notice of termination to the other party and the Board. Any written notice given as aforesaid shall terminate this Agreement as of the 31st of December of the next calendar year.

~~28.~~29. The parties shall renegotiate this agreement in the event that an additional municipality or other permitted party wishes to join in this agreement and is approved by all parties to this agreement.

~~29.~~30. This Agreement is personal to the parties and may not be assigned.

~~30.~~31. The parties covenant that they are entering into this Agreement in good faith and that they shall carry out its provisions in good faith.

~~31.~~32. All previous agreements signed are hereby null and void.

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 MULMUR

_____
MAYOR

_____
CLERK

THE CORPORATION OF THE TOWNSHIP OF MELANCTHON

_____
MAYOR

_____

CLERK

TOWNSHIP OF MULMUR

MEMO

To: Council
From: Heather Boston, Treasurer
Date: September 21, 2021
Re: NDCC Architectural/Engineering for Design

In April, both Melancthon and Mulmur Council's passed a motion to approve Option D, subject to grant availability and to move forward with an RFP to engage architectural/engineering for design.

Staff contacted Sierra Planning to discuss the next steps and they provided a detailed letter that recommended the next steps and is attached to this memo.

Their letter informed us that a full design would cost around $225,000-$300,000. They recommended taking the design-build route and starting off with a conceptual design which would only cost $40,000 - $50,000.

Therefore, we were able to follow the Township of Mulmur's procurement by-law for goods or services under $50,000 which requires us to obtain three written quotes.

The Township's received three quotes and awarded it to the lowest quote from Dickinson & Hicks which was $18,500.

Respectfully submitted,

Heather Boston

Heather Boston, CPA, CA, CGA, Treasurer

This memo is for information only.

Info # 1
OCT 13 2021

Sierra Planning and Management
advice • strategy • implementation

May 25, 2021

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Toronto, Ontario M4G 3W4
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www.sierraplan.com

Ms. Darlene Munro
Financial Analyst
Township of Mulmur
758070 2nd Line East
Mulmur, ON L9V 0G8

Sent via email

RE: North Dufferin Community Centre (NDCC)
Next Steps in Implementation of Option D

Dear Ms. Munro:

Further to your request for an outline of fees in relation to the next steps involved in implementing the proposed expansion of the NDCC, the following provides information in that regard. It is understood that the Township of Mulmur and Township of Melancthon are seeking capital grant support for the project through the recently announced Green and Inclusive Community Buildings Program.

IMMEDIATE NEXT STEPS – SITE ASSESSMENT

Given that this involves an expansion to an existing building (arena) as well as the demolition of the two-storey front building, it is essential that the Townships undertake necessary due diligence to confirm the engineering and construction feasibility of Option D. This includes an intrusive assessment of the building – structure, systems and materials. Work to date has included a visual inspection of the facility and review of previous reports.

Examples of additional work likely to be necessary include hazardous materials assessment and remediation plan for any impacted materials as part of the demolition; environmental assessment; regulatory compliance for ice plant, etc.

In addition, necessary geotechnical analysis will be required to appreciate the ground conditions necessary for foundation work related to the expansion. If not currently in place, a detailed topographical survey is warranted.

PROJECT MANAGEMENT

Project Management services are required in order to scope, execute and report the above services on behalf of the Townships. The costs of the necessary technical due diligence described above are at the account of the Townships. Sierra Planning and Management charges fees in addition to manage both the process of selecting

consultants, describing scope of services, maintaining schedules and ensuring that reports are provided and interpreted.

Project Management services also then extend to the design and project delivery stages wherein Sierra Planning and Management would prepare Requests for Proposals (RFP) to select a prime architectural consultant or undertake and RFP for a design-build contractor. In the case of a design-build arrangement, it will be necessary to develop design specifications prior to creating an RFP to which contractors respond.

CHOICE OF DESIGN AND DELIVERY

Design-Build

Addressing firstly a design-build contract as that may be the more readily appropriate approach assuming that the renovation is relatively straightforward, this involves developing design specifications.

With the feasibility study complete, Schematic / Concept Design would include the finalization of project requirements, precedent research and final confirmation of the functional space program. The analysis will include zoning and building code issues that may affect the development of the project. With respect to the space program, the project management team including the project manager, an architect (in our case WGD Architects) and the Townships then establish the specific size, location, and relationships between all the spaces that are approved to be included in the expansion. Room finishes will be described as will mechanical, structural and electrical requirements in an outline specification form suitable for a Design-Build tender. Building elevations will be prepared indicating expected materiality and overall massing.

The cost of this **design** work could be in the order of $40,000 to $50,000. The balance of design work is undertaken by the design-build team.

This material forms part of an RFP for design-build services.

An example of contract provisions for design-build can be found here: https://www.ccdc.org/document/ccdc14/

Traditional Design-Bid-Build

A more traditional approach is for an architect (referred to as the prime consultant) to be employed by the Townships to design the building project, issue construction tender-ready documents, confirm capital costs (Class C, Class B and Class A costs at the time of construction tender) and work with the townships to award construction contracts to a general contractor.

In this approach, design services would involve a significant contract with an architect (prime consultant) in which design develops from concept (current feasibility study) to Schematic Design (including Class C costs), Design Development (Class B costs) and Construction Documents (Class A costs). Services include management of the construction bidding process, followed by construction contract administration. In this circumstance, the

work of the prime consultant negates some of the need for a project manager, unless the townships require an outside resource to help manage their workload and relationship with the architect and the project as a whole.

Details of each stage are listed below:

In **Design Development** the architect and owner will work together to select materials including interior finishes and products such as windows, doors, fixtures, appliances, etc. The architect will revise the drawings with more specificity and detail than in Schematic Design. Engineering will commence on the structure, plumbing, electrical, heating / ventilation systems, energy analysis, and any other project specific system. At the end of Design Development, a good deal of product selection and system design would be progressing. This phase concludes when the interior and exterior design of the building is locked in by the owner and the architect.

The **Construction Document** Phase follows. In the Construction Document Phase, the architect and engineers finalize all the technical design and engineering. Multiple sets of drawings will be produced suitable for Building Official approvals, and ultimately for tender and construction purposes. A Class 'B' and 'A' costing will be required, as will Construction Documents for site engineering and landscape design.

Bidding / Tender will follow, with the architect assisting the owner in selecting a list of qualified bidders. The architect will answer all questions during a tender period. Upon closing the architect will provide a recommendation to the owner.

Upon award, the architect will begin **Contract Administration services**, which will include regular site review and reporting, management of contractual matters such as site instructions, change orders, and payment certification.

At the end of the project the architect will perform fundamental commissioning and receive from the contractor as built drawings and manuals.

The standard contract provided by the Ontario Association of Architects utilizes a percentage of construction cost approach to defining fees. The standard contract is available here: OAA Contract

For Option D as presently costed, this could likely be in the $225,000 - $300,000 range in fees. Accordingly, this approach necessitates that capital funding is in place before a full commitment to design is made.

Managing Risk

Please refer to the explanation of different methods of design and construction at the rear of this letter. The choice of method should hinge on the degree to which uncertainty in both scope of work and pricing needs to be factored into the project. Where a project is a complicated as with a demolition, renovation, retrofit project, there are risks to process, timing and costs.

Mitigation of this risk can be achieved through various ways including the adoption of a more involved and collaborative relationship between the municipal team and the selected contractor. Examples of this approach include a) the construction management approach which often works well with the traditional design approach

and b) Integrated Project Delivery which is sometimes an evolution of a design-build contract into a more collaborative arrangement including the municipality, architect, any project manager and the general contractor.

PROJECT MANAGER

A project manager is necessary to advance the project to the point of selecting the method of delivery – either via a traditional design-bid-build approach or a design-build approach. This means managing the next steps in due diligence and executing the RFP process to develop the terms of reference, RFPs and assist the township in making proponent selections.

In terms of a project management budget, we would recommend an allocation of $60,000 (approx. 240 hours) for project management to manage the next stage due diligence, RFP preparation and selection of either prime consultant (architect) or design-build group.

Due diligence studies would need to be further scoped to develop an estimate of fees, but we would suggest an allocation of $100,000 to cover this range of services as outlined: environmental, survey, geotechnical; building condition assessment.

If a design-build approach is ultimately used, add another $40,000 to $50,000 for design specifications work.

If the Townships choose to engage an architect for full design services rather than a design-build approach, the townships could hire an architect to manage everything as prime consultant with the necessary cost additions for those due diligence items that architects will be prepared to manage, factored in.

The choice of approach can be expected to be informed by the outcomes of the next stage due diligence.

Yours sincerely,

SIERRA PLANNING AND MANAGEMENT

Jonathan Hack, MA, CMC, MCIP, RPP, PLE
Director

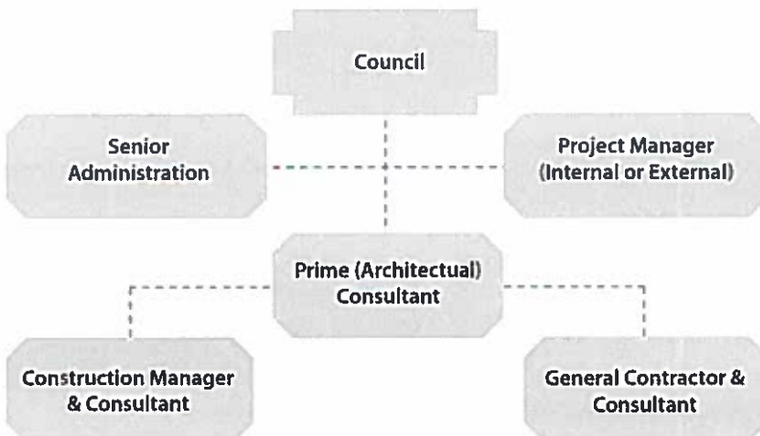
PROJECT DELIVERY MECHANISMS COMPARED

The Traditional Public Procurement Approach

Under the traditional approach, the public sector owner of the facility separates out the components of project design, construction, and delivery, through one or more design development contracts, and a series of construction tenders, managed by a project manager contracted by the municipality.

With respect to the process to design and delivery of the facility under the Traditional Public Procurement approach, this is most appropriately one of two traditional approaches: 1) Construction Management Contract or a Stipulated Sum General Contract. There are other variants of these approaches that involve Cost-plus contracts, guaranteed maximum price contracts and other more integrative project delivery models (IPDs).

The following illustrates, in general terms, the reporting relationship for the abovementioned construction approaches – Construction Management Contract and Stipulated Sum General Contract.



Construction Management Approach

Construction Management is a collaborative relationship in which the qualifications of the Construction Management firm (often these firms are part and parcel of broader construction firms) are of critical importance. Significant reliance is placed on the Construction Management firm to bring the project in on schedule and budget.

A Construction Management contract can help overcome the inherent price uncertainty created by complicated sites or projects, especially detailed renovation projects, by establishing a maximum upset price (which will factor in contingencies to mitigate the degree of uncertainty in setting the maximum price).

Stipulated Sum Approach (General Contractor)

If this is the chosen approach it is characterized in the following way:

- The contract is between the Owner and Contractor;

- The Prime Consultant is retained by the Owner (as described above) and creates the detailed, construction tender-ready design plans;
- The Prime Consultant then acts as an impartial, fair mediator of the construction contract between the Owner and the Contractor during the construction period.

This approach is based on established plans and budgets and does not, inherently, factor in uncertainty in the process. Necessary changes are taken on board through change orders. This is typically a model for projects which have less inherent uncertainty in pricing and scope.

Design-Build Options

Design-Build services comprise a turnkey design and development option. As such they are particularly useful for simpler projects and are based on a guaranteed maximum price. Where there is a greater degree of complexity or uncertainty, such as in a renovation, a design-build project can involve a greater degree of collaboration in design planning between the owner and the constructor, also referred to as Integrated Project Delivery. It represents an alternative to the construction management approach under the traditional public procurement method.

Donna Funston

From: Tracey Atkinson <tatkinson@mulmur.ca>
Sent: Thursday, October 7, 2021 9:06 AM
To: Donna Funston
Subject: FW: Council Decisions

Hi Donna,
Please provide a copy of Mulmur's motion to defer and the NDCC track changes agreement in the next package. Thank you in advance.

NDCC Auditor Identified Risks and Joint Recreation Agreement

Heather Boston, Treasurer presented the changes to the Joint Recreation Agreement. Discussion ensued regarding liability, human resources and the possible use of 360 staff reviews.

The NDCC Board received the draft agreement at their meeting held on September 29, 2021 but did not discuss it. Discussion ensued regarding deferring the signing of the agreement to provide the NDCC Board another opportunity to review the changes.

Moved by Clark and Seconded by Hawkins

THAT Council receive the report titled NDCC Auditor Identified Risks and Joint Recreation Agreement;

AND THAT council support the draft amended agreement as presented;

AND FURTHER THAT Council defer passing the bylaw approving entering into a joint recreation agreement until the next Council meeting.

Info #2
OCT 13 2021