



## **JOINT COUNCIL MEETING AGENDA MAY 10, 2023 - 6:30 PM**

### **1.0 CALL TO ORDER – Mayor Horner**

### **2.0 LAND ACKNOWLEDGEMENT**

Recommendation: We begin this meeting by acknowledging that we are meeting upon the traditional Indigenous lands of the Tionontati (Petun) and Treaty 18 territory of the Anishinaabe peoples. We recognize and deeply appreciate their historic connection to this place and we also recognize the contributions Indigenous peoples have made, both in shaping and strengthening our community, province and country as a whole.

### **3.0 APPOINTMENT OF CHAIR**

Recommendation: THAT Mayor White of Melancthon Township be appointed as Chair for the May 10, 2023 Joint Council Meeting for the Township's of Melancthon and Mulmur.

### **4.0 APPROVAL OF THE AGENDA**

Recommendation: THAT the Councils approve the agenda.

### **5.0 APPROVAL OF PREVIOUS MEETING MINUTES**

Recommendation: THAT the minutes of March 21, 2023 be approved.

### **6.0 DECLARATION OF PECUNIARY INTERESTS**

### **6.0 CLOSED SESSION**

#### **6.1 NDCC Financial Contributions**

Recommendation: THAT Council adjourn to closed session at \_\_\_\_\_ pursuant to Section 239 of the Municipal Act, 2001 as amended for one (1) matter relating to a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board 239(2)(k).

Recommendation: THAT Council do rise out of closed session and into open session at \_\_\_\_\_p.m. with the following motions/directions:

### **7.0 ADMINISTRATION**

#### **7.1 DRAFT NDCC Contribution Agreement**

#### **7.2 DRAFT NDCC Advisory Committee Memorandum of Understanding**

**7.3 Committee Appointments (verbal update)**

**8.0 CONFIRMING MOTION**

Recommendation: THAT all actions of the Joint Council Meeting for the Township's of Melancthon and Mulmur, with respect to every matter addressed and/or adopted by the respective Councils on February 6, 2023 are hereby adopted, ratified and confirmed;

AND THAT each motion, resolution and other actions taken by the Council Members at the Joint Council meeting are hereby adopted, ratified and confirmed.

**8.0 ADJOURNMENT**

Recommendation: THAT the Council's of Melancthon and Mulmur adjourn the meeting at \_\_\_\_\_ p.m.



## **JOINT COUNCIL MEETING of MULMUR TOWNSHIP MELANCTHON TOWNSHIP**

**March 21, 2023 – 6:30 P.M.**

**Council Present** (In Person at the North Dufferin Community Centre)

**Mulmur:** Mayor Horner, Deputy Mayor Hawkins, Councillors Clark, and Cunningham

**Melancthon:** Mayor White, Deputy Mayor McLean, Councillors Neilson, Moore and Plowright

**Staff Present:**

**Mulmur:** Tracey Atkinson, CAO/Clerk

**Melancthon:** Sarah Culshaw, Treasurer

### **1.0 MEETING CALLED TO ORDER**

Mayor Horner called the meeting to order at 6:35 p.m.

### **2.0 LAND ACKNOWLEDGEMENT STATEMENT**

Mayor Horner shared the Land Acknowledgement Statement.

### **3.0 APPOINTMENT OF CHAIR**

Moved by: Clark, seconded by: McLean.

THAT Janet Horner of Mulmur Township be appointed as Chair for the Joint Council Meeting for the Townships of Melancthon and Mulmur. CARRIED.

### **4.0 APPROVAL OF THE AGENDA**

Moved by: Neilson, seconded by: Cunningham.

THAT the Joint Councils approve the agenda, as amended to include Strawberry Supper and Beef BBQ. CARRIED.

### **5.0 APPROVAL OF THE MINUTES**

Moved by: Clark, seconded by: Moore.

THAT the Joint Councils approve the minutes of February 6, 2023. CARRIED.

### **5.0 DECLARATION OF PECUNIARY INTERESTS**

None were declared at this time.

### **6.0 ADMINISTRATION**

#### **6.1 NDCC Agreement**

The Joint Councils discussed the role of the Board, committees, and various other governance models to be considered. There were discussions related to the historic contributions, operations, agreements, user-fees, sustainability, facility life-span, grants, fundraising, events and viability for each Township.

There was agreement that the goal of a future committee should be on community building, event organizing and fundraising to create a fund for ongoing community events and capital expenditures at the NDCC.

Melancthon expressed satisfaction with Mulmur undertaking a management role.

Melancthon expressed concerns with the current funding model and will need to further examine what annual fee (toward operational costs) would be sustainable for their Township. It was agreed that this would be a discussion at a future joint meeting.

Discussion ensued regarding capital costs. Melancthon expressed support with considering contributions to capital costs using a project-specific approach. Direction was given for the Treasurer to provide a summary of the capital projections and excerpts of reports on building assessment as well as for the Arena Manager to provide a list of deficiencies (capital).

## **6.2 NDCC Board of Management – Changing Structure to an Events Committee**

Moved by McLean, seconded by Moore.

That the Joint Councils direct the CAO of Melancthon and the CAO of Mulmur to jointly draft a governance model and mandate for an NDCC Community Building & Event Team as discussed. CARRIED.

## **6.3 Number of Users of the North Dufferin Community Centre**

The number of users were discussed, including the number of users from outside of both municipalities and out-of-area user fees.

## **6.4 Food Booth Rental in the Summer**

Scot Robinson presented his proposal to operate the Wood Smoke Shack and utilize the NDCC food booth to increase production and offer a larger menu. No patrons would have access to the NDCC building. The Smoke Shack would be serviced with a porta-potty.

The Joint Council's expressed a desire to use the food booth during events, including but not limited to the Strawberry Supper and Beef BBQ if the events were to be held, and discussed a pro-ratio monthly charge to compensate for the decreased access.

Direction was given to Mulmur staff to incorporate liability clauses, limited access and food booth standard clauses into a Food Booth Agreement.

Moved by Clark, seconded by Hawkins

THAT the Joint Councils receive the Report of Denise Holmes and Tracey Atkinson;

AND THAT the Council of the Township of Melancthon and the Township of Mulmur support the rental of the food booth from May 1 to September 30, 2023, for \$500/month with hydro and propane, to Scot Robinson, The Wood Smoke Shack;

AND THAT the fee be discounted by \$125 per weekend where the Townships utilize the kitchen. CARRIED.

#### **6.5 Strawberry Supper and Beef BBQ (Added)**

Discussion ensued regarding historic fundraising, leadership and attendance at previous events, including the 2022 Strawberry supper. There were discussions regarding combining the events and “re-imagining” the events. There were discussions regarding local talent, age of attendees and community building.

Moved by Clark, seconded by Neilson

THAT the Joint Council direct staff to advertise for a Strawberry Supper on July 1, 2023 and that the Beef BBQ discussion be deferred. CARRIED.

#### **7.0 CONFIRMING MOTION**

Moved by: McLean, seconded by: Cunningham,

THAT all actions of the Joint Council Meeting for the Townships of Melancthon and Mulmur, with respect to every matter addressed and/or adopted by the Councils on March 21, 2023 are hereby adopted, ratified and confirmed; AND THAT each motion, resolution and other actions taken by the Council Members at the Joint Council meeting held on March 21, 2023 are hereby adopted, ratified and confirmed. CARRIED.

#### **8.0 MEETING ADJOURNMENT**

Moved by McLean, seconded by: Cunningham,

THAT the Councils of Melancthon and Mulmur adjourn the meeting at 8:35p.m. to meet again at a date in April at the North Dufferin Community Centre. CARRIED.

**AGREEMENT 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 as follows:**

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. This agreement shall apply to the buildings, improvements, equipment and chattels pertaining to its operations, but shall not include the playground, baseball diamond and grassed areas.
2. Mulmur Township shall continue to be the sole owner of the NDCC.
3. The NDCC shall be managed by the Township of Mulmur
4. It is agreed that Melancthon and Mulmur may further agree to create an advisory committee to support events and fundraising and any further functions defined through a separate agreement, and that in the event a committee is created, Melancthon and Mulmur will each be represented by one member of each Council.
5. It is agreed that Melancthon and Mulmur will hold an annual Joint Council meeting to discuss joint matters and this agreement.
6. It is agreed that Melancthon will contribute \$\_\_\_\_\_ towards the operating costs of the NDCC, with an annual cost of living indexing for Ontario each January.
7. It is acknowledged that in exchange for the contribution to operation and capital as per agreement no user fee shall be collected from Melancthon users.
8. Each municipality contributed \$20,000 on January 1, 2018 for an operating reserve fund. Upon entering into this agreement, the funds will be returned to Melancthon.
9. It is agreed that Melancthon will contribute towards the capital costs of NDCC through \_\_\_\_\_ (Options: project specific contributions , equivalent to % share of depreciation of assets, other)
10. The funding shall paid to Mulmur in quarterly installments due March 1<sup>st</sup>, June 1<sup>st</sup>, September 1<sup>st</sup> and December 1<sup>st</sup>.

11. A five year plan that will include capital requirements and operating utilization will be developed.
12. This Agreement shall be in effect for the \_\_\_\_ year period January 1, 2024 to December 31, 20\_\_\_\_ and after that time this Agreement will be reviewed and may be extended by the mutual agreement of both parties. This Agreement may be amended at any time with the joint consent of both Councils.
13. 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 31<sup>st</sup> of December of the next calendar year.
14. The parties covenant that they are entering into this Agreement in good faith and that they shall carry out its provisions in good faith.
15. It is further agreed that this Agreement and everything herein shall respectively ensure to the benefit of and be binding upon the parties hereto.
16. 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**

**Memorandum of Understanding made this      day of \_\_\_\_\_, 2023**

**Between:**

*The Corporation of the Township of Mulmur ("Mulmur")*

*and*

*The Corporation of the Township of Melancthon ("Melancthon")*

*(jointly referred to as the "Partners")*

**Purpose and Scope**

*The purpose of this MOU is to identify clearly the roles and responsibilities of the NDCC Advisory Committee ("Committee") in connection with the North Dufferin Community Centre (the "NDCC").*

**Goals of the Partners**

*The Partners aim to work together to make the NDCC a vibrant hub of community life in the Hamlet of Honeywood. They desire that through their joint efforts, the events and fundraising of the NDCC should be effective, efficient and transparent.*

**Annual Plan**

*Each year, the Committee will work together to develop an annual plan for the NDCC (the "Annual Plan"). The Annual Plan will be the primary planning tool for the orderly and transparent fundraising and event planning of the NDCC. The Committee will submit a draft Annual Plan setting out in brief its report on the previous year, its annual goals, revenue plan, special funding requirements, general funding requirements, any other requests in connection with Committee Activities for the upcoming year. The Partners will review the draft Annual Plan and accept or modify it. Once the Annual Plan has been approved by both Partners, the Committee will be solely responsible for decisions in connection with Committee Activities provided that they are within the scope of the Annual Plan.*

**Annual Goals for the NDCC**

*It is understood and agreed that the Committee should continue to support activities that have historically been central to the NDCC, such as fundraisers, holiday events, etc. The Annual Plan should also include any new goals the Committee intends to pursue during the year.*



## **Committee Meetings**

*The Committee will have regular meetings and a member from within the Committee shall be appointed as the Secretary of the Committee who will liaise with the Township of Melancthon Staff for Secretarial support. The Committee shall elect a Chairperson (Chair) and Vice-Chairperson (Vice-Chair) from among its members at the first meeting of the Committee each calendar year. The Chair shall preside over all meetings of the Committee and be charged with the general administration of the Committee. Meetings shall be held in accordance with the Township of Melancthon Procedural By-law.*

## **Responsibilities of the Partners**

*The Partners will contribute, at the signing of this Memorandum of Understanding, a contribution of \$\_\_\_\_\_ towards a petty cash account for the Advisory Committee to use to float events and fundraising expenditures. The Committee will appoint an internal Treasurer, who will be responsible for tracking and coordinating the expenses of the fundraising activities and who will liaise with the Township of Mulmur Treasurer.*

*At the beginning of each budget year, the Committee will select a capital project to fundraise for.*

## **Annual Funding for NDCC Activities**

*It is understood that the NDCC Activities will be managed in such a way as to recover costs.*

## **Mutual Support**

*The Partners and the Committee will at all times work together in good faith and use their best efforts to support each other in achieving the agreed upon goals for the NDCC and in resolving amicably any differences that may arise between them.*

## **Amendment of Memorandum of Understanding**

*This MOU may be amended at any time by the mutual consent of both Partners.*

## **Signatures**

Township of Melancthon

Township of Mulmur

Mayor Darren White

Mayor Janet Horner