



JOINT COUNCIL MEETING AGENDA FEBRUARY 6, 2023 - 6:00 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 Joint Council Meeting for the Township's of Melancthon and Mulmur.

4.0 APPROVAL OF THE AGENDA

Recommendation: THAT Council approve the agenda.

5.0 DECLARATION OF RECUNIARY INTERESTS

6.0 ADMINISTRATION

6.1 NDCC Agreement

7.0 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.

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 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.
10. Insurance shall be provided through Mulmur's insurance 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.

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 following 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 Township of Mulmur shall have responsibility and authority, over the human resources and staffing.
18. Subject to statutory restrictions and those set out in this agreement, the Board shall be responsible for the development of standard operating procedures and policies for the facility operations and programs as required to be approved by each Township.
19. The Board may recommend annual user fee charges 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, any capital improvements not already approved in the budget.
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.
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%
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. The Board's accounts shall be audited annually by the Municipal auditor or more frequently as may be required.
 - d. The draft minutes of the Board shall be promptly circulated to the respective municipal Councils.
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.
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.
30. This Agreement is personal to the parties and may not be assigned.
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.
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

AGREEMENT AS OF *November 4, 2021*

BETWEEN:

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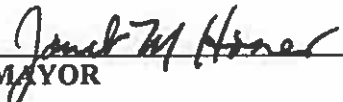
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