



## **JOINT COUNCIL MEETING AGENDA**

**MARCH 21, 2023 - 6:30 PM**

**LOCATION: NORTH DUFFERIN COMMUNITY  
CENTRE**

### **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 Horner of Mulmur Township be appointed as Chair for the Joint Council Meeting for the Townships of Melancthon and Mulmur.

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

Recommendation: THAT Council approve the agenda as circulated.

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

### **6.0 ADMINISTRATION/DISCUSSION**

#### **6.1 NDCC Agreement**

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

6.2.1 Memorandum of Understanding – Horning's Mills Hall Board and Township of Melancthon

6.2.2 Terms of Reference – Mulmur Community Events Advisory Committee

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

#### **6.4 Food Booth Rental in the Summer Report from Denise Holmes and Tracey Atkinson**

6.4.1 – The Wood Smoke Shack Proposal, March 5, 2023

Recommendation: THAT Council 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 with hydro at a rate of \$350/month from May 1 to September 30, 2023, or alternatively for \$500/month with hydro and propane, to Scot Robinson, The Wood Smoke Shack. AND THAT

Council direct staff to monitor the financial contribution and opportunities for 2024.

**7.0 CONFIRMING MOTION**

Recommendation: 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 respective 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.

**8.0 ADJOURNMENT**

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



## COUNCIL MINUTES

### JOINT COUNCIL MEETING of MULMUR TOWNSHIP MELANCTHON TOWNSHIP

**FEBRUARY 6, 2023 – 6:00 P.M.**

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

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

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

**Staff Present:**

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

**Melancthon:** Denise Holmes, CAO/Clerk

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

Mayor Horner called the meeting to order at 6:02 p.m.

#### **2.0 LAND ACKNOWLEDGEMENT STATEMENT**

Mayor Horner shared the Land Acknowledgement Statement.

#### **3.0 APPOINTMENT OF CHAIR**

**Moved by: Horner, Seconded by: Clark**

THAT Mayor White of Melancthon 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: McLean**

THAT Council approve the agenda. **CARRIED**

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

None were declared at this time.

## **6.0 ADMINISTRATION**

### **6.1 NDCC Agreement**

A lengthy discussion ensued on the current agreement and funding model, the NDCC Board and changing the structure of the Board to be an Events Committee, rather than a Board of Management, the facility as a whole and capital improvements that will be required in the future. There were suggestions on programming that could be offered to make greater use of the facility in order to bring the community together, as well as funding for the arena (corporate donations). There was discussion on the next steps and how the two Townships move forward with a new agreement as noted below:

- the need to keep meeting as a group in order to keep the discussions going
- reconstitute the Board of NDCC – Mulmur Township to appoint its Representatives at its next Council meeting. Melancthon has already appointed its Representatives to the Board
- Melancthon Council requires the number of Melancthon users using the facility, as this will be the starting point of the creation of a new agreement/new funding model.

## **7.0 CONFIRMING MOTION**

**Moved by: Cunningham, Seconded by: Moore**

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 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 held on February 6, 2023 are hereby adopted, ratified and confirmed. **CARRIED**

## **8.0 MEETING ADJOURNMENT**

**Moved by: McLean, Seconded by: Hawkins**

THAT the Councils of Melancthon and Mulmur adjourn the meeting at 7:37 p.m. to meet again on Tuesday, March 21, 2023 at 6:30 p.m. at the North Dufferin Community Centre. **CARRIED**

AGREEMENT AS OF November 4, 2021

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 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 1<sup>st</sup>, May 1<sup>st</sup>, August 1<sup>st</sup> and October 1<sup>st</sup> 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 31<sup>st</sup>. 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 31<sup>st</sup> 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:

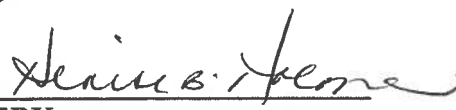
THE CORPORATION OF THE  
TOWNSHIP OF MULMUR

  
MAYOR

  
CLERK

THE CORPORATION OF THE  
TOWNSHIP OF MELANCTHON

  
MAYOR

  
CLERK

## **Memorandum of Understanding made this 15<sup>th</sup> day of July, 2021**

### **Between:**

*The Horning's Mills Community Hall Board (the "Board")*

*and*

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

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

### **Purpose and Scope**

*The purpose of this MOU is to identify clearly the roles and responsibilities of the Partners in connection with the Horning's Mills Community Hall (the "Hall").*

### **Goals of the Partners**

*The Partners aim to work together to make the Hall a vibrant hub of community life in the Township of Melancthon. They desire that through their joint efforts, the management and operation of the Hall should be effective, efficient and transparent.*

### **Responsibilities of the Partners**

*The Township will be responsible for all of the operational activities and expenditures associated with the ownership of the building (the "Township Activities"), including capital planning and expenditures, and all regular maintenance of the building and the surrounding land.*

*In accordance with an annual plan, the Board will be responsible for all activities and expenditures associated with the programmes associated with the Hall, including activities that the Board designs and delivers itself and activities for which the Hall is made available for use by others or for which others provide grants or other support (the "Hall Activities").*

### **Annual Plan**

*Each year, the Partners will work together to develop an annual plan for the Hall (the "Annual Plan"). The Annual Plan will be the primary planning tool for the orderly and transparent management of the Hall. The Board will submit a draft Annual Plan request 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 Hall Activities for the upcoming year. The Township will review the draft Annual Plan and accept or modify. Once the Annual Plan has been approved by*



*the Township, the Board will be solely responsible for decisions in connection with Hall Activities provided that they are within the scope of the Annual Plan. The Partners may agree to utilize 3-5 year plans with annual updates.*

### **Annual Goals for the Hall**

*It is understood and agreed that the Board should continue to support activities that have historically been central to the Hall, such as fundraisers, holiday events, serving as a polling station during elections, etc. The Annual Plan should also include any new goals the Board intends to pursue during the year. It is further understood and agreed that the Board will consult with the residents of Melancthon – virtually and/or in person – on the goals of the Hall prior to finalizing them in the Annual Plan.*

### **Annual Funding for Hall Activities**

*It is understood that the Hall Activities will be managed in such a way as to achieve a reasonable level of cost recovery in accordance with comparable best practices and policies to be agreed and published by the Board. The Annual Plan will include a funding allocation from the Township to meet any anticipated shortfall between revenues and expenditures in connection with Hall Activities.*

### **Special Fund for Hall Activities**

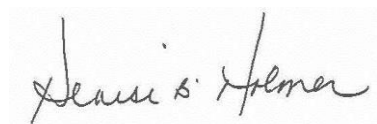
*It is understood that the monies currently held by the Township for the account of the Hall are intended to support Hall Activities and will not be used for Township Activities. In particular, the Special Activities Fund should be drawn on to fund new or innovative activities, as may be provided in the Annual Plan.*

### **Mutual Support**

*The Township and the Board 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 Hall and in resolving amicably any differences that may arise between them.*

### **Signatures**

For the Township of Melancthon



*Denise B. Holmes, CAO/Clerk*

For the Horning's Mills Community Hall Board



*James Webster, Chair*



## **Mulmur Community Events Advisory Committee**

### **TERMS OF REFERENCE**

#### **1. PURPOSE**

The Mulmur Community Events Committee ("MCEC") is an advisory committee of Council with a purpose to assist in achieving the goals of Council's Strategic Plan.

#### **2. MANDATE**

The Mandate of the Township MCEC is to:

##### **1. Support community events to bring residents together**

- Provide a variety of events in Mulmur to enhance inclusiveness (Connected G2, A1)
- Continue to build on the calendar of community/ tourism events (Connected, G2, A4)
- Encourage the use of local businesses for community events and services (Connected, G2, A5)

##### **2. Preserve and promote Mulmur's natural features**

- Support Cycling and Equestrian Activities in Dufferin Forest and trails (Sustainable, G4, A2)

##### **3. Organize a minimum of two (2) events per year beginning in 2022 with one being in support of cycling and/or equestrian activities.**

#### **3. ACCOUNTABILITY**

Report to Council annually on progress and achievements. Council may request update reports at any time on specific projects or initiatives.

#### **4. MEMBERS/VOTING**

Committee structure to be comprised of six (6) to ten (10) members who are appointed by Council and one (1) Council representative each of which have voting rights. The committee will be in effect from July 7, 2021 until September 2022.

Openings for the membership shall be publicly advertised as appointment opportunities arise.

## **5. REMUNERATION**

No compensation shall be provided to members of the MCEC for their participation.

## **6. MEETING DETAILS, AGENDA, MINUTES & PROCEDURE**

- a) The MCEC will meet a minimum of four (4) times a year.
- b) The Recording Secretary shall send out meeting invites to all MCEC members and post notice of the meeting to the Township website.
- c) Agenda items shall be set by the Committee Chair, in consultation with and under approval of the Recording Secretary.
- d) Members who wish to include an item on the Agenda shall contact the Recording Secretary for consideration.
- e) All meetings shall be conducted in accordance with the Township of Mulmur Procedural By-law.

**NDCC**  
**2023 User Analysis**

**Minor Hockey / Figure Skating Usage by Municipality**

Municipality	Minor Hockey										
	2012/13	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20	2020/21	2021/22	2022/23
Mulmur	43	40	32		39	25	33	38			44
Melancthon	73	55	36		40	32	31	37			47
Other	46	31	39		41	40	38	44			44
Totals	162	126	107	0	120	97	102	119	0	0	135

Municipality	Figure Skating										
	2012/13	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20	2020/21	2021/22	2022/23
Mulmur	6	5	5		4	9	11	14	12	12	10
Melancthon	12	10	13		6	8	16	15	11	11	11
Other	17	9	0		1	0	6	7	6	6	4
Totals	35	24	18	0	11	17	33	36	29	29	25

Municipality	Total											Average	% Share
	2012/13	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20	2020/21	2021/22	2022/23		
Mulmur	49	45	37	0	43	34	44	52	12	12	54	34.73	31%
Melancthon	85	65	49	0	46	40	47	52	11	11	58	42.18	38%
Other	63	40	39	0	42	40	44	51	6	6	48	34.45	31%
Totals	197	150	125	0	131	114	135	155	29	29	160	111.36	



## **STAFF REPORT**

**TO:** JOINT COUNCILS OF MELANCTHON AND MULMUR  
**FROM:** Denise Holmes CAO/Clerk  
Tracey Atkinson CAO/Clerk/Planner  
**MEETING DATE:** March 21, 2023  
**SUBJECT:** NDCC Food Booth

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### **PURPOSE**

The purpose of this report is to seek direction and related approval to rent the NDCC food booth for the summer.

### **BACKGROUND**

The North Dufferin Community Centre Board received a Delegation in 2022 regarding an outside food booth.

### **Excerpt from NDCC Minutes of January 12, 2022**

#### **#5 Delegation**

**7:15 p.m.** – Scot Robinson – The Wood Smoke Shack Proposal

Scot proposed a food truck from April – October and went over the presentation that was part of the Agenda Package. Any advertising will be done through social media and he would consider paying for signage depending on the cost. Scot is willing to close down on any weekends that would interfere with NDCC functions. The trailer is self sufficient for water (clean and grey) and hydro, Scot would rent a porta potty for the time the food truck is there. Scot is hoping to get the first season as complimentary and that would give him a better idea of traffic and profits to determine rental for the second year.

-Moved by Lowry, Seconded by Clark, that the NDCC Board of Management support the application of Scot Robinson Wood Smoke Shak proposal and the proposal be forwarded to both Councils for approval. Carried.

## **ANALYSIS**

A food booth in Honeywood would provide an opportunity for community building and support additional programming at the NDCC facility.

The NDCC Board has supported and deferred to the Councils of the Townships with respect to food trailers at the NDCC property. The Township of Mulmur has supported the operation of a food trailer at the NDCC property. The Township of Melancthon reviewed the proposal at its meeting held on February 17, 2022 and had no objection to it.

The Joint Councils of Melancthon and Mulmur expressed a desire to revitalize and increase community use of the NDCC facility during their January 2023 joint meeting.

The NDCC operated an open and transparent winter tendering process for the food booth during the winter season. The NDCC has not previously rented the food booth during summer months nor has it been approached by any other individuals/businesses about summer rentals. The total rent anticipated for a summer rental would allow for the proposed rental in accordance with the Procurement By-law without the need to tender.

The Tariff of Fees By-law should be updated to reflect a rental rate so that there is transparency and equal access to all individuals/businesses in future years or the summer rental should be tendered similar to the winter tendering process.

## **FINANCIAL IMPLICATIONS**

On February 2, 2022, Mulmur Council approved the Tariff of Fees By-law, which included a \$500 annual fee for refreshment vehicles/stands. Staff were delegated authority to license refreshment vehicles and stands.

During the 2022 Arena Booth tendering process, the Township received a bid for summer rental.

As per the Request for Proposals, the stated minimum bid was \$500 per month for the 2022-2023 ice season. The Township historically invoiced separately for utilities but increased the rate to \$500 to include hydro and propane. The Township has not set a minimum for the summer season.

The Trailer License fee would still be payable to the Township of Mulmur. An application should be submitted directly. For ease of accounting, it would be preferable for the Trailer to be maintained on a generator.

**RECOMMENDATION:**

THAT Council 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 with hydro at a rate of \$350/month from May 1 to September 30, 2023, or alternatively for \$500/month with hydro and propane, to Scot Robinson, The Wood Smoke Shack.

AND THAT Council direct staff to monitor the financial contribution and opportunities for 2024.

Respectfully submitted;

Denise Holmes

Denise Holmes, AMCT  
CAO/Clerk

Tracey Atkinson

Tracey Atkinson, BES MCIP RPP, M.M Dipl  
CAO/Clerk/Planner

# **The Wood Smoke Shack Proposal for the rental of The North Dufferin Community Centre Snack Bar**

**&**

## **Continued use of the parking lot**

March 5, 2023

Scot Robinson – Owner – The Wood Smoke Shack

(647-929-7268) - TheWoodSmokeShack@Gmail.com

### **1.0 Purpose**

This proposal will provide a provide The Wood Smoke Shack with access and use of the North Dufferin Community Centre Snack Bar from April 2023 through September 2023, as well as the use of the parking lot for the food trailer service.

### **2.0 Introduction**

The Wood Smoke Shack is requesting the use of the snack bar to use a preparation kitchen to prepare food that will be served from the food trailer located in the parking lot of the North Dufferin Community Centre.

We are also looking for permission to use the parking lot as a base of operations for the food trailer as we did last year (2022)

### **3.0 Details of the snack bar rental**

The following provides more details on the use of the snack bar:

- The use of the snack bar is for food storage and food preparation for the items being served from the Food trailer located outside the building the southwest corner of the parking lot.
- Only employees of The Wood Smoke Shack will have access to the building. IE: No customers or public will be entering the building.
- Required: Use of the electricity, propane is required however operations will be limited to 3 days per week.
- The snack bar will only be in use Friday-Sunday.
- Dates: May 2023 – September 2023
- The Wood Smoke Shack will obtain liability insurance for the snack bar rental.
- Scot Robinson – The Wood Smoke Shack owner/Operator is Food Safety Certified.
- Rental Cost Proposed: \$350 / Month

### **4.0 Details of the use of the parking lot**



- Use of the parking lot is for The Wood Smoke Shack food trailer to setup and serve food for the Mulmur and Melancthon community.
- Additional items that will be in the parking lot: Picnic Tables, Standing Tables, and BBQ Smoker.
- All Licenses will be acquired before the start of operations. The food trailer is fully Insured and Inspected by the Wellington-Dufferin-Guelph health department as well as the fire department. All By-Laws and regulations both from public health and the township will be upheld.
- Dates: April 2023 – September 2023
- Layout of parking lot use below: (Unchanged from 2022)



## 5.0 Additional Requests and Information

- Rental of the snack bar will benefit the North Dufferin Community Centre with additional revenue during the arena's off season.
- In respect of the neighbors in the area, The Wood Smoke Shack would like to run power to the food trailer to eliminate the use of the gas-powered generator.
  - No modifications to the snack bar building or its power. (Temporary extension cord to be run from the building to the food trailer)
  - Cords will be removed Monday through Thursday when the not in use.
  - This will cut down on the noise generated by the food trailer to ensure peaceful town life.
  - Alternative: Gas generator as per norm.