



JOINT RECREATION SUBCOMMITTEE AGENDA

November 18, 2021 10:30AM

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USING VIDEO AND/OR AUDIO CONFERENCING.

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<https://us02web.zoom.us/j/84829988171>

Meeting ID: 848 2998 8171

1.0 CALL TO ORDER

2.0 APPROVAL OF THE AGENDA

Staff Recommendation: THAT the agenda be approved.

3.0 PREVIOUS MEETING MINUTES

Staff Recommendation: THAT the minutes of September 22, 2021 be approved.

4.0 ADMINISTRATION

4.1 Board Vacancies

4.2 Board Structure

4.3 Board Mandate and Scope

4.4 Job Sharing – Melancthon and Mulmur

5.0 INFORMATION ITEMS

5.1 Signed NDCC Agreement

- 5.2 NDCC Design Report**
- 5.3 NDCC Motion: Baseball Diamond**

6.0 ITEMS FOR FUTURE MEETINGS

8.0 ADJOURNMENT

Staff Recommendation: THAT Council adjourns the meeting at _____ to meet again on _____, 2021 or at the call of the Chair.



MINUTES
JOINT RECREATION SUBCOMMITTEE
September 22, 2021 9:00AM

Present: Darren White, Mayor of Melancthon
David Besley, Deputy Mayor of Melancthon
Janet Horner, Mayor of Mulmur
Earl Hawkins, Deputy Mayor of Mulmur
Denise Holmes, CAO of Melancthon
Tracey Atkinson, CAO of Mulmur
Sarah Culshaw, Treasurer of Melancthon
Heather Boston, Treasurer of Mulmur
Roseann Knechtel, Deputy Clerk of Mulmur

1.0 Call to Order

The meeting was called to order by Janet Horner at 9:09 a.m. The meeting was hosted using an electronic zoom platform. The next meeting will be Chaired by Darren White.

2.0 Approval of the Agenda

Moved by Hawkins and Seconded by Besley

THAT the agenda for September 22, 2021 be approved.

CARRIED.

3.0 Approval of Minutes

Moved by White and Seconded by Hawkins

THAT the minutes of July 9, 2021 be approved.

CARRIED.

4.0 Closed Session

Moved by Hawkins and Seconded by White

THAT the Joint Recreation Committee adjourn to closed session at 9:10 am pursuant to Section 239 of the Municipal Act, 2001 as amended for one (1) matter regarding personal matters about an identifiable individual, including municipal or local board employees [239(2)(b)] one (1) matter regarding legal advice [239(2)(f)]

THAT Council do rise out of closed session and into open session with the following motion:

THAT the Committee receive the legal advice as presented.

CARRIED.

5.0 Administration

5.1 NDCC Risk Report and Draft Recreation Agreement

Mulmur Treasurer, Heather Boston presented the changes to the draft agreement. Members reviewed the agreement and recommending the following changes:

Amend # 17 - The Township of Mulmur shall have responsibility and authority over Human Resources and staffing.

ADD - The Board shall be responsible for the development of Standard Operating Procedures and policies for facility operations and programs as required for approval by each Township.

Amend #24 - 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.

Moved by White and Seconded by Besley

THAT the Joint Recreation Subcommittee support the proposed changes to the Recreation Agreement as presented and amended;

AND THAT the report, draft agreement and by-law be forwarded to the NDCC Board and the next meeting of each respective Council for consideration.

CARRIED.

6.0 Information Items

6.1 Council Motions: KPMG Management Letter

7.0 Items for Future Meetings

7.1 Recreation Coordinator Position

8.0 Meeting Adjournment

Moved by Hawkins and Seconded by White

THAT Council adjourns the meeting at 10:21 am and agree to meet again on October 12, 2021 at 10:30am or at the call of the Chair.

CARRIED.

.....
Janet Horner, Mayor

.....
Tracey Atkinson, Clerk




Sierra Planning and Management
advice • strategy • implementation

Townships of Mulmur & Melancthon

North Dufferin Community Centre Efficiency Review

Final Report | October 2020

7.2 Review of Governance Models

The NDCC Board of Management is a joint municipal service board of the Townships of Mulmur and Melancthon. It was established by agreement dated September 7, 2017. Beyond the composition of the Board and its officers, the Board has the responsibility and authority for staff for both the facilities and programs.

The choice of operational model and associated governance for a facility that is co-funded by two or more institutional entities should reflect the most efficient means by which to operate the facility successfully while also ensuring accountability and transparency in operations. These goals of efficiency, quality of service, accountability and transparency are not mutually exclusive of one another.

Where the operations of the facility necessitate a high degree of managerial experience and/or technical competence, the governance model needs to reflect a staffing and reporting structure that takes full advantage of the relative staff resources of each of the funders.

For ease of illustration, this is reflected in two models: (i) cost sharing with operational responsibility retained by one of the parties; (ii) cost sharing with facility management resting with a dedicated third-party entity. See next page for details.

Where one municipality is better equipped to provide managerial oversight, this advantage should be incorporated into the staff reporting hierarchy as well as the governance model. Where the operation is entirely specialized or of a scale that does not lend itself to being operated by one of the contributing parties, there is a case for management and operation via a joint funded third-party entity.

The NDCC model as currently constructed is more akin to the second approach, albeit lacking the scale of resources to be considered an independent, third-party operation. The use of a joint service board is a choice more than it is an operational necessity.

In the context of a new facility or significantly revamped existing facility, retention of this model would necessitate greater management resources at the operational level in order for the facility to operate at its fullest potential.

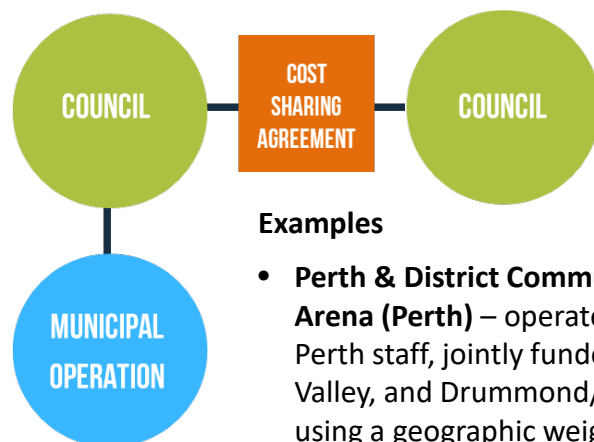
If the NDCC is either replaced or retrofitted and additional operational capacity added, the role and mandate of the Board should be clarified going forward to improve managerial capability and accountability.

The aim of any review of board mandate and authority should be based on maximizing the value of the community centre to the communities. This includes not only cost control and operational efficiency but enhanced community programming and use of the facility. In our view, this is either achieved through a realignment of operational control to one of the townships or adjusting the board of management to achieve greater independence in management, rate setting, secretarial and treasury functions.

The solution may lie in the relative costs of one approach over the other: (i) enhancing the resources of the Board to operate more independently (additional staff and management resources at the operational level) versus (ii) seeking the efficiencies of direct operational control by one municipality supported by an advisory board and effective reporting to both councils.

7.2 Review of Governance Models (Cont'd)

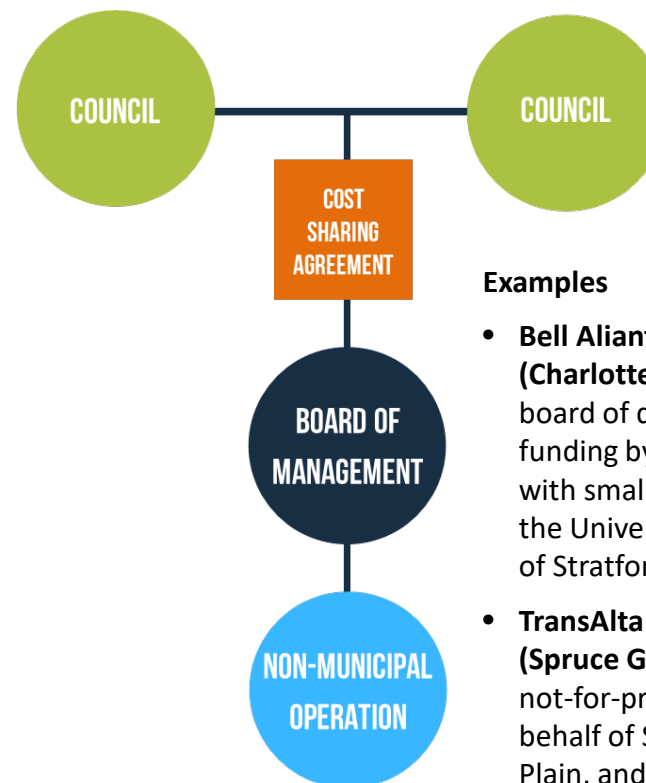
1. Operated by One Municipality



Examples

- **Perth & District Community Centre Arena (Perth)** – operated by Town of Perth staff, jointly funded by Perth, Tay Valley, and Drummond/North Elmsely using a geographic weighted assessment models
- **Lou Jeffries Arena (Gananoque)** – operated by the Town of Gananoque, with operating and capital costs split on a 50/50 basis between Gananoque and Leeds and the Thousand Islands.

2. Co-Management Through Board

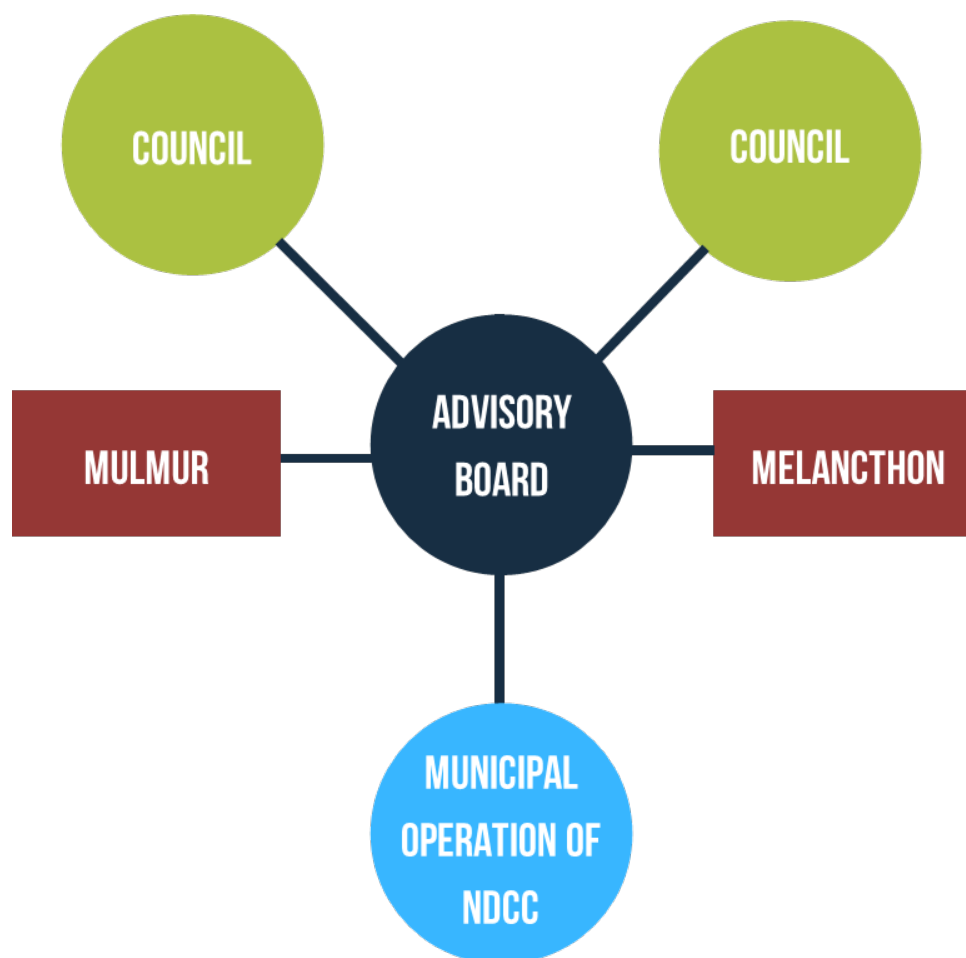


Examples

- **Bell Aliant Centre (Charlottetown)** – governed by a board of directors, majority of funding by City of Charlottetown with smaller contributions from the University of PEI and the Town of Stratford.
- **TransAlta Tri Leisure Centre (Spruce Grove)** – operated by a not-for-profit corporation on behalf of Spruce Grove, Stony Plain, and Parkland County with equal representation on the board of directors and contributions adjusted to reflect changes in population distribution.

7.2 Review of Governance Models (Cont'd)

Advisory Board Option



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 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%

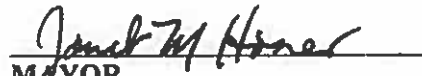
Melancthon 50%
27. The Board shall keep books and records, approve expenditures and issue cheques in accordance with the approved Budget.

- 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:

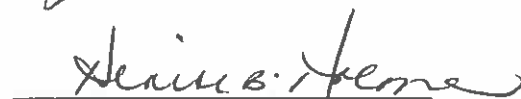
THE CORPORATION OF THE
TOWNSHIP OF MULMUR


MAYOR


CLERK

THE CORPORATION OF THE
TOWNSHIP OF MELANCTHON


MAYOR


CLERK



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.

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www.sierraplan.com

Ms. Darlene Munro
Financial Analyst
Township of Mulmur
758070 2nd Line East
Mulumur, 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 an 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 as 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

Township of Mulmur

May 25, 2021

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

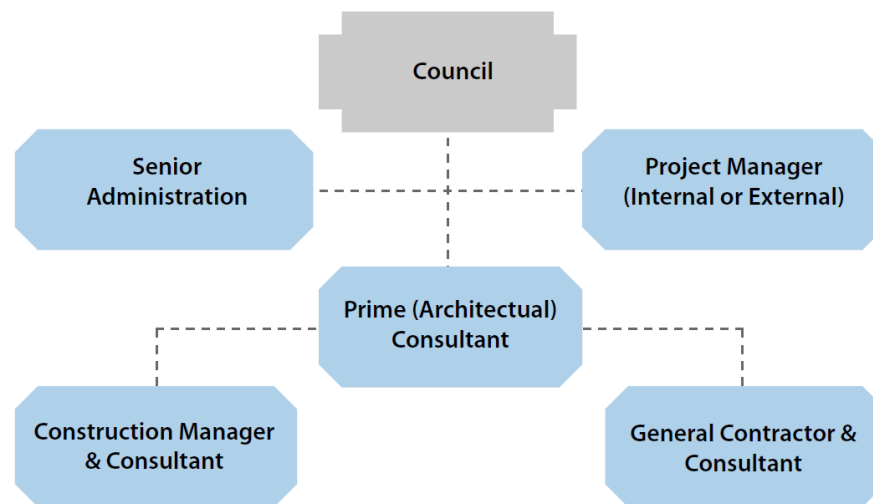
PROJECT DELIVERY MECHANISMS COMPARED

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.

Roseann Knechtel

From: Donna Funston <dfunston@melancthontownship.ca>
Sent: November 3, 2021 11:13 AM
To: Roseann Knechtel
Subject: Motion from NDCC Oct 25 meeting

Hi Roseann

Please see motion below for the Joint Rec Sub-Committee

October 25, 2021

-Moved by Lowry, Seconded by Noble

That the NDCC Board of Management support the intent of the motion from the Mansfield Park Advisory Board and supports bringing power to the ball diamond grounds.

FURTHER; the NDCC recommends the motion be taken to the joint rec sub-committee for their consideration and overview for both municipalities recreational needs.

Carried.

Thanks,
Donna



Donna Funston | Administration and Finance Assistant | Township of Melancthon |

dfunston@melancthontownship.ca | PH: 519-925-5525 ext 103 | FX: 519-925-1110 | www.melancthontownship.ca |

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