



JOINT COUNCIL MEETING AGENDA

JUNE 29, 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 June 29, 2023 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 APPROVAL OF PREVIOUS MEETING MINUTES

Recommendation: THAT the minutes of May 10, 2023 be approved.

6.0 DECLARATION OF PECUNIARY INTERESTS

7.0 CLOSED SESSION

7.1 NDCC Financial Contributions

Recommendation: THAT Council adjourn to closed session at _____ p.m. 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:

8.0 ADMINISTRATION

8.1 DRAFT NDCC Contribution Agreement

8.2 DRAFT NDCC Advisory Committee Memorandum of Understanding

8.3 Committee Appointments

8.4 DRAFT NDCC Financial Statements for the year ended December 31, 2022

8.5 Strawberry Festival – Use of Funds from the Event

8.6 Emergency Shelter at the Mulmur Melancthon Fire Department - Discussion

9.0 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 June 29, 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.

10.0 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

MAY 10, 2023 – 6:30 P.M.

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

Mulmur: Mayor Horner, Deputy Mayor Hawkins, Councillor Clark

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

Staff Present:

Mulmur: Tracey Atkinson, CAO/Clerk

Melancthon: Denise Holmes, CAO/Clerk

Regrets:

Mayor White, Melancthon

Councillor Cunningham, Mulmur

Councillor Lyons, Mulmur

1.0 MEETING CALLED TO ORDER

Mayor Horner called the meeting to order at 6:36 p.m.

2.0 LAND ACKNOWLEDGEMENT STATEMENT

Mayor Horner shared the Land Acknowledgement Statement.

3.0 APPOINTMENT OF CHAIR

Moved by: Hawkins, Seconded by: Plowright

THAT Deputy Mayor James McLean 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: Clark, Seconded by: Moore

THAT the Councils approve the agenda. **CARRIED**

5.0 APPROVAL OF PREVIOUS MEETING MINUTES

Moved by: Neilson, Seconded by: Hawkins

THAT the minutes of March 21, 2023 be approved. **CARRIED.**

6.0 DECLARATION OF PECUNIARY INTERESTS

None were declared at this time.

7.0 CLOSED SESSION

NDCC Financial Contributions

Moved by: Plowright, Seconded by Hawkins

THAT Council adjourn to closed session at 6:39 p.m. 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). **CARRIED.**

Moved by: Horner, Seconded by Neilson

THAT Council do rise out of closed session and into open session at 7:29 p.m. with report. **CARRIED.** Staff were directed to place this matter on the Closed Session Agendas of their respective Councils for further discussion.

8.0 ADMINISTRATION

8.1 DRAFT NDCC Contribution Agreement

Deferred to a later date.

8.2 DRAFT NDCC Advisory Committee Memorandum of Understanding

Deferred to a later date.

8.3 Committee Appointments (Verbal Update)

Mayor Horner provided a brief update regarding the Committee appointments for Mulmur Township.

9.0 CONFIRMING MOTION

Moved by: Hawkins, 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 May 10, 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.
CARRIED

10.0 MEETING ADJOURNMENT

Moved by: Neilson, Seconded by: Clark

THAT the Councils of Melancthon and Mulmur adjourn the meeting at 7:50 p.m. to meet again on Thursday, June 29, 2023 at 6:30 p.m. at the North Dufferin Community Centre. **CARRIED**

DRAFT

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 hockey and figure skating 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 be paid to Mulmur in quarterly installments due March 1st, June 1st, September 1st and December 1st.

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 31st 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 (Vie-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

Financial Information of

**NORTH DUFFERIN
COMMUNITY CENTRE**

And Compilation Engagement Report thereon

Year ended December 31, 2022

DRAFT

NORTH DUFFERIN COMMUNITY CENTRE

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COMPILATION ENGAGEMENT REPORT

To the Management of North Dufferin Community Centre

On the basis of information provided by management, we have compiled the financial position of North Dufferin Community Centre as at December 31, 2022, the statements of operations and accumulated surplus for the year then ended, and note 1, which describes the basis of accounting applied in the preparation of the compiled financial information ("financial information").

Management is responsible for the accompanying financial information, including the accuracy and completeness of the underlying information used to compile it and the selection of the basis of accounting.

We performed this engagement in accordance with Canadian Standard on Related Services (CSRS) 4200, Compilation Engagements, which requires us to comply with relevant ethical requirements. Our responsibility is to assist management in the preparation of the financial information.

We did not perform an audit engagement or a review engagement, nor were we required to perform procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an audit opinion or a review conclusion, or provide any form of assurance on the financial information.

Readers are cautioned that the financial information may not be appropriate for their purposes.

Chartered Professional Accountants, Licensed Public Accountants

Kitchener, Canada

(date)

NORTH DUFFERIN COMMUNITY CENTRE

Statement of Financial Position

December 31, 2022, with comparative information for 2021

	2022	2021
Financial Assets		
Cash and cash equivalents	\$ 75,579	\$ 49,699
Accounts receivable	27,221	32,790
	102,800	82,489
Financial Liabilities		
Accounts payable and accrued liabilities	37,572	37,558
Net financial assets	65,228	44,931
Non-Financial Assets		
Prepaid expenses	9,656	7,950
Tangible capital assets	55,436	28,196
	69,052	36,146
Accumulated surplus	\$ 130,320	\$ 81,077

See accompanying notes to financial information.

NORTH DUFFERIN COMMUNITY CENTRE

Statement of Operations

December 31, 2022, with comparative information for 2021

	2022	2021
Revenue:		
Ice rentals	\$ 90,135	\$ 78,012
Grant- Township of Mulmur	74,643	53,348
Grant- Township of Melancthon	74,643	53,348
Fundraising	5,830	—
Miscellaneous	5,080	6,794
Hall rental	1,220	—
Non-resident user fees	—	621
Booth rentals	1,743	418
	<u>253,294</u>	<u>192,541</u>
Expenses:		
Staffing costs	66,966	77,509
Hydro	36,070	35,927
Repairs and maintenance	41,524	39,944
Fuel	17,481	7,853
Insurance	16,688	16,732
Fundraising	2,792	—
Office	2,694	3,347
Telephone	984	1,830
Booth supplies	1,671	934
Health and safety	2,608	2,537
Security	—	7,912
Amortization	4,453	1,560
Licences and fees	—	442
Interest and bank charges	1,244	1,203
Professional fees	700	589
Propane	7,918	3,907
Water testing	258	322
	<u>204,051</u>	<u>202,548</u>
Annual surplus (deficit)	49,243	(10,007)
Accumulated surplus, beginning of year	81,077	91,084
Accumulated surplus, end of year	<u>\$ 130,320</u>	<u>\$ 81,077</u>

See accompanying notes to financial information.

NORTH DUFFERIN COMMUNITY CENTRE

Statement of Accumulated Surplus

December 31, 2022, with comparative information for 2021

	2022	2021
Surplus:		
Surplus from general fund operations	\$ 85,144	\$ 35,982
Reserves:		
Operating reserve	40,000	40,000
Facility development reserve	5,176	5,095
	45,176	45,095
Accumulated surplus	\$ 130,320	\$ 81,077

See accompanying notes to financial information.

NORTH DUFFERIN COMMUNITY CENTRE

Note to Financial Information

Year ended December 31, 2022

On September 7, 2017 the Townships of Mulmur and Melancthon signed an agreement to officially form a joint municipal service board. The service board is managed by an eight member board known as the North Dufferin Community Centre Joint Board of Management. Four members have been appointed from each participating municipality to the joint municipal service board.

1. Basis of presentation:

The basis of accounting applied in the preparation of the statement of financial position at December 31, 2022 and the statement of operations for the year then ended, is on the historical costs basis, reflecting cash transactions with the addition of the following:

- Accounts receivable
- Accounts payable and accrued liabilities
- Prepaid expenses
- Tangible capital assets are capitalized and amortized over their useful lives.