# NORTH DUFFERIN COMMUNITY CENTRE BOARD OF MANAGEMENT AGENDA SPECIAL MEETING- ELECTRONIC MEETING - ZOOM THURSDAY, SEPTEMBER 30, 2021 – 7:00 P.M.

**Join Zoom Meeting**

https://us02web.zoom.us/j/81544744492?pwd=bzVUWXRIN05SSmdOenNTNTdWeGtTZz09

Meeting ID: 815 4474 4492
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Meeting ID: 815 4474 4492
Passcode: 777501

## AGENDA

**1. Call to order by Chair**

**2. Approval of the Agenda**

Moved by–---------- Seconded by---------- That the Agenda be approved as circulated. Carried.

**3. Declaration of Pecuniary Interest or Conflict of Interest**

**4. General Business**

1. Medical Officer of Health Instructions regarding proof of vaccination requirements for persons entering facilities used for sport and recreational fitness activites
2. NDCC Board of Management Facility Rental Agreement
3. In-person Meeting Protocol
4. Draft NDCC Agreement

## 5. Confirmation Motion

Moved by ---------- Seconded by ---------- that all actions of the Members and Officers of the NDCC Board of Management with respect to every matter addressed and/or adopted by the Board on the above noted date are hereby adopted, ratified and confirmed; and each motion, resolution and other actions taken by the Board Members and Officers at the meeting held on the above date are hereby adopted, ratified and confirmed. Carried

## 6. Adjournment Motion

Moved by _____ Seconded by _____ that we adjourn the Special Meeting of the NDCC Board of Management meeting at _____ p.m. Carried.

PublicHealth
WELLINGTON-DUFFERIN-GUELPH
*Stay Well.*

## INSTRUCTIONS FROM THE MEDICAL OFFICER OF HEALTH

**Subject:** Medical Officer of Health Instructions regarding proof of vaccination requirements for persons entering facilities used for sport and recreational fitness activities.

**Date:** September 23, 2021

**To:** **All Owners, Operators and Persons Responsible for facilities used for sports and recreational fitness activities that include an indoor area located in the Wellington-Dufferin-Guelph Health Unit.**

**From:** Dr. Nicola Mercer, Medical Officer of Health and CEO

**Effective Date of Implementation:** September 23, 2021

We are now experiencing a fourth wave of the COVID-19 pandemic[1] and seeing a rise in cases locally and across the province. In a report published by Public Health Ontario (covering the period from December 20, 2020 to August 7, 2021), the rate of COVID-19 cases in unvaccinated individuals was consistently higher compared to fully vaccinated individuals.[2] COVID-19 will continue to pose a threat in our community as long as a significant number of people remain unvaccinated.

We need to remain vigilant to prevent the transmission of COVID-19 as much as possible. The new provincial proof-of-vaccination requirements, effective this week, apply to a number of high-risk settings including the indoor areas of facilities used for sports and recreational fitness activities. Ontario Regulation 364/20 now mandates that you require proof of identification and proof of being fully immunized (or proof of being entitled to an exemption) for:

1. Each patron, 18 years of age and older, who enters solely for the purpose of actively participating in an organized sport; and
2. Each patron, 12 years of age and older, who enters for any other reason (e.g., as a spectator).

Additional information about the provincial proof-of-vaccination requirements can be found in the Ministry of Health's Proof of Vaccination Guidance for Businesses and Organizations under the Reopening Ontario Act.

Certain individuals, such as volunteers, coaches, instructors, and sport officials, are currently excluded from provincial proof-of-vaccination requirements. Because these individuals are necessary for the operation of organized sports, they will have close and prolonged contact with vulnerable youth who are unvaccinated. As a result, and by way of this Letter of Instruction, I am requiring proof of vaccination for individuals who support indoor organized sports (including recreational fitness activities), in addition to the individuals prescribed by provincial regulation. Requiring these individuals to be fully vaccinated provides enhanced protection for our community and further curbs the local risk associated with indoor organized sports.

**AS MEDICAL OFFICER OF HEALTH FOR THE WELLINGTON-DUFFERIN-GUELPH HEALTH UNIT, I AM ISSUING THE FOLLOWING INSTRUCTIONS PURSUANT TO SCHEDULE 1, SECTION 2 (2.1) OF ONTARIO REGULATION 364/20: RULES FOR AREAS IN STEP 3 AND AT THE ROADMAP EXIT STEP - OF THE *REOPENING ONTARIO (A FLEXIBLE RESPONSE TO COVID-19) ACT, 2020, S.O. 2020, c. 17***

All Owners, Operators and Persons Responsible for facilities used for sports and recreational fitness activities that include an indoor area located in the Wellington-Dufferin-Guelph Health Unit, are instructed to:

1. Require proof of identification and proof of being fully vaccinated (or proof of being entitled to a medical exemption) for all individuals, 12 years of age and older, who support an indoor organized sport or recreational fitness activity, prior to or upon arrival at the facility. For greater certainty, this includes all volunteers, coaches, instructors, coordinators, trainers, officials, and organizers.

2. Develop a proof of vaccination plan that describes the measures and procedures which have been implemented or will be implemented in the facility, to ensure compliance with the proof of vaccination requirements listed above or as otherwise required by O. Reg. 364/20.

It is expected that Owners, Operators, and Persons Responsible for facilities will already have systems in place to confirm proof of vaccination for patrons, including athletes/participants and spectators, in accordance with O. Reg. 364/20.

Further, it is expected that all Owners, Operators, and Persons Responsible for facilities will continue to comply with all other public health measures including, but not limited to screening, physical distancing anduse of personal protective equipment, as outlined in O. Reg. 364/20.

For the purpose of these instructions, the following definitions apply:

**Person Responsible** means the holder of a permit/rental agreement to use the facility or designated individual which may include, but is not limited to, a coach, instructor, coordinator, trainer, organizer, or other person responsible for the compliancewith public health measures related to COVID-19.

**Facilities used for sport and recreational fitness activities** include gyms, fitness/sporting/recreational facilities, dance studios, yoga studios, gymnastic centres, dojos/martial art studios, tennis clubs, pools, waterparks, and other premises where sporting events are played or spectated or where recreational fitness activities or personal fitness training occurs.

**Organized sport** means sports and recreational fitness activities including, but not limited to, sports leagues, organized pick-up sports, fitness classes, dance classes, yoga classes, gymnastics, martial arts and swimming classes, or as otherwise described in the Ministryof Health's Proof of Vaccination Guidance for Businesses and Organizations under the Reopening Ontario Act.

**Identification** means a form of identification with the name of the identification holder and the holder's dateof birth; it does not necessarily mean photo identification. Additional details can be found in the Proof of Vaccination Guidance for Businesses and Organizations under the Reopening Ontario Act.

**Medical exemption** means an exemption confirmed by an individual who provides a written document, completed, and supplied by a physician or registered nurse in the extended class, that sets out, in accordance with the Ministry of Health's Proof of Vaccination Guidance for Businesses and Organizations under the Reopening Ontario Act:

(i) a documented medical reason for not being fully vaccinated against COVID-19, and
(ii) the effective time-period for the medical reason.

**Proof of being fully vaccinated** means proof that an individual has received all required doses of a COVID-19 vaccine at least 14 days previously, in accordance with the Ministry of Health's Proof of Vaccination Guidance for Businesses and Organizations under the Reopening Ontario Act.

**FAILURE** to comply with the said Regulation under the *Reopening Ontario (A Flexible Response to Covid-19) Act, 2020* is an offence for which either the patron or the business or organization may be liable, on conviction, to a fine of $750 for individuals and $1,000.00 for corporations, for every day or part of each day on which the offence occurs or continues. Maximum penalties based on prosecution under Part I or Part III of the *Provincial Offences Act, R.S.O. 1990, c.P.33* (POA), includes fines of up to

$100,000 and up to one year in jail for an individual; up to $500,000 and up to one year in jail for an individual who is a director or officer of a corporation; and up to $10 million for a corporation.

**Dr. Nicola Mercer**
**Medical Officer of Health**
**Wellington-Dufferin-Guelph Public Health**
**160 Chancellors Way**
**Guelph, ON N1G 0E1**

Questions about these instructions can be directed to the Wellington-Dufferin-Guelph Public Health COVID-19 Call Centre at 519-822-2715 ext. 4020.

[1] Science Table: COVID-19 Advisory for Ontario. Update on COVID-19 Projections: Science Advisory and Modelling Consensus Tables. September 1, 2021. Retrieved from: https://covid19-sciencetable.ca/wp-content/uploads/2021/09/Update-on-COVID-19-Projections_2021.09.01_English-1.pdf

[2] Ontario Agency for Health Protection and Promotion (Public Health Ontario). Confirmed cases of COVID-19 following vaccination inOntario: December 14, 2020 to August 7, 2021. Toronto, ON: Queen's Printer for Ontario; 2021. Retrieved from: https://www.publichealthontario.ca/-/media/documents/ncov/epi/covid-19-epi-confirmed-cases-post-vaccination.pdf?la=en

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WELLINGTON-DUFFERIN-GUELPH
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**Appendix:** Application of O. Reg. 364/20 and this Letter of Instruction to individuals in various contexts

| Category | | Age 11 years old or younger | Age 12 to 17 years old | Age 18 years old or older |
|---|---|---|---|---|
| Patrons | Athletes/participants who are present solely for the purpose of actively participating in an organized sport | Exempt from proof-of-vaccination requirements. | Exempt from proof-of-vaccination requirements. | Required to provide proof of vaccination by O. Reg. 364/20. |
| | All other athletes/participants | Exempt from proof-of-vaccination requirements. | Required to provide proof of vaccination by O. Reg. 364/20. | Required to provide proof of vaccination by O. Reg. 364/20. |
| | Spectators | Exempt from proof-of-vaccination requirements. | Required to provide proof of vaccination by O. Reg. 364/20. | Required to provide proof of vaccination by O. Reg. 364/20. |
| | Parents/guardians who are accompanying athletes/participants or spectators | Exempt from proof-of-vaccination requirements. | Required to provide proof of vaccination by O. Reg. 364/20. | Required to provide proof of vaccination by O. Reg. 364/20. |
| | Patrons attending solely for a reason listed in O. Reg. 364/20, Schedule 1, section 2.1 (3) (e.g., to use a washroom) | Exempt from proof-of-vaccination requirements. | Exempt from proof-of-vaccination requirements. | Exempt from proof-of-vaccination requirements. |
| Individuals Supporting Organized Sport and Recreational Fitness Activities | Coaches, instructors, or trainers | Exempt from proof-of-vaccination requirements. | Required to provide proof of vaccination by this Letter of Instruction. | Required to provide proof of vaccination by this Letter of Instruction. |
| | Sport officials (e.g., referees) and organizers | Exempt from proof-of-vaccination requirements. | Required to provide proof of vaccination by this Letter of Instruction. | Required to provide proof of vaccination by this Letter of Instruction. |
| | Any other individuals (e.g., volunteers) who are not patrons but who participate in the sport or fitness activity | Exempt from proof-of-vaccination requirements. | Required to provide proof of vaccination by this Letter of Instruction. | Required to provide proof of vaccination by this Letter of Instruction. |
| Other Staff and Contractors | Any other staff employed by the facility who do not participate in a sport or fitness activity | Exempt from proof-of-vaccination requirements. | Exempt from proof-of-vaccination requirements. | Exempt from proof-of-vaccination requirements. |
| | Delivery workers, repair workers, or other external contractors performing work who are not employed by the facility and who do not participate in a sport or fitness activity | Exempt from proof-of-vaccination requirements. | Exempt from proof-of-vaccination requirements. | Exempt from proof-of-vaccination requirements. |

## *NDCC BOARD OF MANAGEMENT FACILITY RENTAL AGREEMENT*

**Date/Time Commencing:** _____ **Date/Time Ending:** _____

**Weekly Rental Time Slot (if applicable):** _____

**Event:** _____

**Facilities Required:** _____

**Permit Holder:** _____
**(note: only an individual or an incorporated entity is eligible to be a Permit Holder)**

Authorized Agent: _____

Address: _____

Home Phone : _____ Cell Phone: _____ Bus Phone: _____

Fax: _____ Email: _____

Drivers Licence #:

READ THE REGULATIONS ATTACHED TO THIS FORM

I the undersigned am the authorized agent for the applicant. I do hereby request the use of the named facilities, at the dates and times shown. My signature certifies that I have read and do understand the permit regulations attached to this application form and agree to abide by these regulations. Failure to comply may result in the permit being revoked or future permits not being issued. I recognize that it is incumbent upon the Applicant to provide liability insurance coverage sufficient to insure the Applicant and the Township of Mulmur, Township of Melancthon and the NDCC Board of Management against any actions, claims or proceedings which may arise from the use of the facility on the date(s) identified above, and that the Township of Mulmur, Township of Melancthon and the NDCC Board of Management, its agents and officials shall in no way be held liable for any damage, injury, accident, or loss resulting from the use of the facility, including sickness or death that occurs as a result of the COVID 19 PANDEMIC.

_____

**Signature of Applicant/Authorized Agent** **Date**
[I have authority to bind the corporation]

_____

**Signature of Board Office Representative** **Date**

| For Office Use Only: | | | |
|---|---|---|---|
| Rate (Incl HST): | $ / | | |
| Tables Required: | Chairs Required: | Norduff Room: | Outside Grounds Only: |
| Ice Surface: | Kitchen: | Bar: | Proof of Insurance Provided: Y/N |
| | | | |
| Total Charge (Incl HST): | $ | | |

FACILITY PERMIT REGULATIONS

IN CONSIDERATION of the terms and conditions herein the Board and the Permit Holder agree as follows:

1. The Permit Holder understands and agrees that the Permit may be revoked or cancelled at any time with or without cause and that in the event of such revocation or cancellation, there will be no claim or right to damages, or reimbursement on account of any loss, damage, or expense whatsoever. It is further understood that the date of the Permit may be changed by the Board should the facility be required for other purposes. Advance payment fees will be refunded if this should occur.

2. The Permit Holder agrees that any rental charges and security deposit will be paid at least two (2) weeks in advance. Failure to comply with this prepayment policy shall result in the prohibition of the use of any unpaid dates or times.

3. Permit Holders granted a recurring time slot shall maintain their payments for the duration of the rental period. Failure to maintain payments will result in the cancellation of all unpaid dates and times.

4. Permit Holders having an outstanding account with the Board will not be considered for any future permit requests until their accounts have been paid in full.

5. Cancellation of a permit by the Permit Holder requires at least two (2) business days' written notice in advance of the date(s) concerned, otherwise the Permit Holder shall bear the full charge for the day(s) and time(s) concerned.

6. Deposits shall be returned to the Permit Holder upon inspection of the Facility and determination to the satisfaction of Board staff that the Facility has been left in a clean, orderly and undamaged state.

7. The Permit Holder understands the health and safety legislation and regulations related to the activities being held as indicated on the Permit and therefore will ensure that these activities and the participants in them will comply with the requirements of the legislation and regulations.

8. This permit must be used only for the organization or persons named and is not transferable. The brokering or sub-letting of time booked at any facility will result in the immediate cancellation of a permit.

9. The facility supervisor, or such other employee as the Board may designate, shall be, at all times, in charge of the premises and his or her instructions must be followed. The Permit holder acknowledges and agrees that a Board staff member will be in attendance at the facility and has the authority to rescind this agreement and have the premises vacated should any violations occur.

10. The facility will be available for use only upon presentation of the Permit to the employee in charge. The facility is to be used only on the date(s) and hour(s) shown and for the purpose

specified on the Permit. The facility must be vacated by the time shown on the permit unless otherwise indicated on the permit.

11. The Permit Holder shall protect, indemnify and save harmless the Board, its servants and agents in respect of all claims for damage, loss or injury, whether caused by the negligence of the Board, its servants and agents or otherwise, arising out of or during the use of any of the facilities under any permit. The Board's contract with the renting group will require protection against damage, infringement of royalty rights, SOCAN charges, slander, sedition and subversion which may occur as a result of performance or speeches.

12. The Permit Holder shall be responsible for personal injury or damage, or for the loss or theft of any articles of clothing or equipment of the applicant or organization, or anyone attending on the invitation of such person or organizations.

13. The Permit Holder shall be responsible for obtaining liability insurance to the satisfaction of the Township and Board, including the Township of Mulmur as an "additional insured" and providing a minimum of two million dollars of general liability coverage. The Permit shall provide proof of insurance to the Township's satisfaction at least one (1) business days prior to the use of the facility. Failure to comply with this requirement shall result in the prohibition of the use of the facility.

14. All Permit Holders may contact Crewson Insurance at (519) 925-3145 to purchase facility user liability insurance for rentals.

15. The Permit Holder must pay for all damage to facilities or furnishings, however caused, arising out of or during the use of the facilities under permit. Future permit requests will not be considered for any group that has an outstanding account with the Board in this regard.

16. The Permit Holder agrees to return the Facility to the same condition as prior to the commencement of the event. This includes but is not limited to: cleaning of the kitchen and amenities, sweeping, preparing of all garbage and recyclables for disposal of the same in a legal manner.

17. No advertising in connection with any production is to be displayed on or affixed to any part of the facility, grounds or premises unless authorized by the Board in writing.

18. The Permit Holder acknowledges and agrees that any food product made available to guests shall not compete with the normal booth food, snack and/or beverage offerings at the Facility.

19. Games of chance, lotteries or gambling in any form are strictly forbidden unless a lottery permit has been obtained from the Township of Mulmur or AGCO.

20. Maximum attendance shall be governed by the applicable fire regulations.

21. No smoking will be allowed in any part of the building other than in such areas, if any, as have been designated for that purpose.

22. No alcoholic beverages shall be allowed on or to remain in the facilities unless written permission is given by the Board and a special occasion permit from the LLBO has been obtained. For

events where alcohol is served, the Permit Holder shall be required to obtain insurance as well as paid duty officers, as directed by the Board, at the Permit Holder's own expense.

23. No intoxicating drugs or persons under the influence of alcohol or drugs shall be allowed on the premises.

24. The Permit Holder acknowledges and agrees that all music must cease by 1:00 a.m. No staples, tacks, tape and/or the like may be used on walls or doors. Confetti and/or rice are NOT permitted. The Facility shall be vacated by 2:00 a.m., or at the conclusion of the rental time slot, whichever is earlier.

25. No other chairs, dishes, kitchen equipment, tables, nets, etc., except as may be located at the facility location will be provided by the Board.

26. Cars or powered vehicles of any nature are not permitted on the grounds. No vehicles of any nature shall be driven onto park areas, except in designated parking lot areas or as approved by the Board.

27. The Board's facilities are intended for the use and enjoyment of all citizens. The Permit Holder agrees to work with staff to ensure a safe, healthy and pleasant atmosphere. The misuse of drugs, alcohol and violent behaviour will not be tolerated in the facilities.

28. The Board reserves the right to evict any individuals who are seen as not acting in the best interests of the program or activity or who display inappropriate behaviour.

29. For sports fields, there are no refunds for rained out games.

30. All participants of all ages who play hockey, and, all younger children who participate in skating programs must wear a C.S.A. or equivalent approved helmet.

31. All payments shall be made to the "NDCC Board of Management" and forwarded to the Township of Mulmur's Office.

32. The Permit Holder shall ensure that a Facility key is picked up from the Township of Mulmur on the last business day prior to the event booking. The key will only be released to the Permit Holder, once payment, any required deposit and proof of insurance have been received in full, unless prior arrangements have been made with the Township of Mulmur. The Permit Holder must ensure that the facility is made secure upon leaving and that all keys are returned to the Township of Mulmur on or before the next business day following the event. The Permit Holder shall not make copies of keys.

# North Dufferin Community Centre
# Board of Management

## IN-PERSON MEETING PROTOCOL DURING COVID-19 PANDEMIC

The following protocols have been implemented for any in-person NDCC Board of Management Meetings during the COVID-19 pandemic. These protocols are subject to revision as Public Health guidance and restrictions evolve.

### Risk Management

For all in-person Board of Management meetings, the following risk mitigation measures **must** be taken:

### Facility Entry

- Entry to the Facility is to be through the Main Doors

### Physical Distancing

- Board Members, Delegates and Members of the Public must maintain a 2m distance between each other
- Seating must be arranged by the Facility Manager to facilitate physical distancing
- Meeting rooms used must be large enough to facilitate physical distancing

### Masks, Hand Sanitizer, and Disinfection

- Masks must be worn during the meeting
- Before an in-person meeting, all frequently touched surfaces (i.e. doors, hand railings, table, chairs, etc.) must be disinfected, by the Facility Manager prior to the meeting and after the meeting. **Please note that bathrooms are closed.**
- Hand sanitizer must be used before signing the In-Person Meeting Declaration and upon leaving the meeting

### Self-screening

- All in-person participants will be directed, in advance of the Board meeting, to self-screen (please refer to attached Schedule A), and to refrain from attending the meeting if they meet any of the criteria
- All persons attending the in-person meeting will be required to sign the In-Person Meeting Declaration and provide contact information for COVID tracking purposes

### Signage

- Signage must be posted at all in-person meetings regarding self-screening, physical distancing, requirement of masks and sanitization requirements

**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~~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 ~~Procedural By-law of Mulmur~~.

10. Insurance shall be provided through Mulmur's insurance ~~provider~~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 Board shall develop other organization structure and procedural rules as may be thought desirable.~~

17. The Township of Mulmur ~~Board~~ shall have responsibility and authority over the human resources and staffing.

18. The Board shall be~~, including employment contracts, for staff for both the~~ responsible for the development of standard operating procedures and ~~facilities and~~ policies for facility operations and programs as required for approval by each Township.

~~18.~~

19. ~~Subject to statutory restrictions and those set out in this agreement.~~ The Board may~~shall develop policies, rules, and~~ recommend annual user fee changes~~schedules~~ 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,~~e~~ any~~all~~ ~~development and~~ capital improvements not already approved in the budget.

~~24.~~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.

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~~25.~~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%

~~26.~~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. All cheques shall be signed by the Chair or designate and the Treasurer or designate of the Board.~~
~~d.~~c. The Board's accounts shall be audited annually by the Municipal auditor or more frequently as may be required ~~by the Board~~.
~~e.~~d. The draft minutes of the Board shall be promptly circulated to the respective municipal Councils.

~~27.~~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.

~~28.~~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.

~~29.~~30. This Agreement is personal to the parties and may not be assigned.

~~30.~~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.

~~31.~~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**