

THE CORPORATION OF THE TOWNSHIP OF HORTON COUNCIL MEETING – JULY 5TH, 2022 – 4:00 P.M. HORTON MUNICIPAL CHAMBERS 2253 JOHNSTON RD.

1. CALL TO ORDER

2. LAND ACKNOWLEDGEMENT

"As we gather today, I would like to acknowledge, on behalf of Council and our community that we are meeting on the traditional territory of the Algonquin People. We would like to thank the Algonquin People and express our respect and support for their rich history, and we are extremely grateful for their many and continued displays of friendship. We also thank all the generations of people who have taken care of this land for thousands of years."

- 3. DECLARATION OF PECUNIARY INTEREST
- 4. CONFIRMATION OF COUNCIL AGENDA
- 5. DELEGATIONS &/OR PUBLIC MEETINGS NONE
- 6. MINUTES FROM PREVIOUS MEETINGS
 - 6.1 June 21st, 2022 Regular Council

7. BUSINESS ARISING FROM MINUTES

8. COMMITTEE REPORTS:

8.1 RECREATION COMMITTEE CHAIR HUMPHRIES

8.1.1 Chair's Report – June 17th, 2022

8.3 TRANSPORTATION & ENVIRONMENTAL SERVICES COMMITTEE • CHAIR WEBSTER

- 8.3.1 Staff Report MTO Property Purchase Agreement
- 8.3.2 Staff Report Producer Responsibility Delegation of Authority
- 8.3.3 Staff Report Memorandum of Understanding McNab/Braeside Follow-Up

8.4 COMMUNITY COMMITTEES / COUNTY COUNCIL

- 8.4.1 Renfrew & Area Seniors Home Support D. Humphries8.4.2 Community Safety & Wellbeing Plan Committee G. Campbell
- 8.4.3 Health Services Village D. Bennett
- 8.4.4 Chamber of Commerce D. Humphries
- 8.4.5 County Council D. Bennett

9. CORRESPONDENCE SUMMARY

9.1 INFORMATION CORRESPONDENCE

9.1.1 CAO/Clerk Information Memo

PG.23

RETURN TO AGENDA

PG.3

PG.7

PG.9

PG.17

PG.18

9.2 ACTION CORRESPONDENCE

- 9.2.1 Request for Support Private Member's Bill C-233 **PG.24** "Keira's Law
- 9.2.2 Request to use Municipal Office Parking Lot

10. BY-LAWS

10.1 2022-33 MTO Property Purchase Agreement

PG.28

PG.32

PG.26

11. NOTICE TO FILE MOTION FOR NEXT COUNCIL MEETING

12. COUNCIL/STAFF MEMBERS CONCERNS

13. MOTION FOR RECONSIDERATION (debate on motion to reconsider only)

14. RESOLUTIONS

15. IN CAMERA (Closed) SESSION (as required)

15.1 Pursuant to Section 239(2) (c) and (b) of the Municipal Act,

(c) A proposed or pending acquisition or disposition of land by the municipality or local board – Concession 5, Lot 11

(b) Personal matters about an identifiable individual, including municipal or local board employees – CAO/Clerk Performance Appraisal

16. CONFIRMING BY-LAW 2022-38

17. ADJOURNMENT

THE CORPORATION OF THE TOWNSHIP OF HORTON

REGULAR COUNCIL MEETING JUNE 21ST, 2022

There was a Regular Meeting of Council held on Tuesday June 21st, 2022 in the Municipal Chambers. Present were Mayor David Bennett, Councillor Doug Humphries, and Councillor Lane Cleroux. Staff present was Hope Dillabough, CAO/Clerk, and Nichole Dubeau, Executive Assistant – Recording Secretary.

Deputy Mayor Glen Campbell and Councillor Tom Webster sent their regrets.

1. CALL TO ORDER

Mayor Bennett called the meeting to order at 4:00 p.m.

2. LAND ACKNOWLEDGEMENT

Mayor Bennett read the Land Acknowledgement in its entirety.

3. DECLARATION OF PECUNIARY INTEREST There was no declaration of pecuniary interest.

4. CONFIRMATION OF COUNCIL AGENDA

Moved by Councillor HumphriesRESOLUTION NO. 2022-155Seconded by Councillor ClerouxTHAT Council adopt the amended Agenda for the June 21st, 2022 Regular CouncilMeeting to remove the Closed Session item 15.1.

Carried

5. DELEGATIONS &/or PUBLIC MEETINGS

5.1 Delegation – Rory Richards - MacKillican & Associates

Rory Richards from MacKiliican & Associates was present.

Mr. Richards presented the 2021 financial statements for Council. He highlighted that there was a 3.1% increase in the municipal tax revenues and that the Township was 4.7% within the 2021 budget overall.

6. MINUTES

- 6.1 June 7th, 2022 Regular Council
- 6.2 June 7th, 2022 Public Meeting

Moved by Councillor Humphries Seconded by Councillor Cleroux

THAT Council approve the following Minutes:

- June 7th, 2022 Regular Council
- June 7th, 2022 Public Meeting

Carried

RESOLUTION NO. 2022-156

7. BUSINESS ARISING FROM MINUTES

There was no business arising from the minutes.

8. COMMITTEE REPORTS:

8.1 GENERAL GOVERNMENT COMMITTEE

Public Advisory Member Susan Humphries was present. Public Advisory Member Spencer Hopping sent his regrets.

8.1.1 Financial Departmental Report & Statement

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CAO/Clerk Hope Dillabough reviewed the report. She added that Treasurer Moore is working on the 2022 final tax billing, and the final Asset Management Plan should be completed and submitted in a couple of weeks.

8.2 PLANNING COMMITTEE

Public Advisory Member Bob Johnston was present. Public Advisory Members Bob Cassidy and Lisa Branje sent their regrets.

8.2.1 May Building Report Council reviewed the report.

8.2.2 Planning Files Report Council reviewed the report.

8.2.3 Staff Report – Bill 109 Delegation Authority CAO/Clerk Hope Dillabough reviewed the report.

8.3 TRANSPORTATION & ENVIRONMENTAL SERVICES COMMITTEE

8.3.1 Staff Report – Award of PW 2022-06 Surface Treatment and Fog Seal Rehabilitation of Cotieville Streets CAO/Clerk Hope Dillabough reviewed the report.

<u>8.3.2</u> Staff Report – Award of PW 2022-07 Screened Winter Sand CAO/Clerk Hope Dillabough reviewed the report.

<u>8.3.3 Staff Report – MTO - Property Purchase Agreement</u> Mayor Bennett requested that the report be tabled until the next meeting when all Council members will be present.

9. CORRESPONDENCE SUMMARY

9.1 INFORMATION CORRESPONDENCE

<u>9.1.1 CAO/Clerk Information Memo</u> Discussion went around the table with information previously distributed.

9.2 ACTION CORRESPONDENCE

<u>9.2.1 Valley Animal Rescue – Spay & Neuter Clinic</u> CAO/Clerk Hope Dillabough reviewed the request.

10. BYLAWS

- 10.1 2022-33 MTO Property Purchase Agreement TABLED
- 10.2 2022-35 Animal Pound Agreement Town of Renfrew
- 10.3 2022-36 Bill 109 Delegation Authority

11. NOTICE TO FILE MOTION FOR NEXT COUNCIL – NONE

12. COUNCIL/STAFF MEMBERS CONCERNS There were no Council or Staff Members concerns.

13. MOTION FOR RECONSIDERATION – NONE

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14. RESOLUTIONS

Moved by Councillor HumphriesRESOLUTION NO. 2022-157Seconded by Councillor Cleroux					
THAT Council receive the delegation from Rory Richards, MacKillican & Associates, as information.					
Carried					
Moved by Councillor ClerouxRESOLUTION NO. 2022-158Seconded by Councillor Humphries					
THAT Council accept the Financial Departmental Report & Statement as information.					
Carried					
Moved by Councillor HumphriesRESOLUTION NO. 2022-159Seconded by Councillor Cleroux					
THAT Council accept the May 2022 Building Report as information. Carried					
Moved by Councillor ClerouxRESOLUTION NO. 2022-160Seconded by Councillor Humphries					
THAT Council accept the Planning Files Report as information.					
Moved by Councillor Humphries RESOLUTION NO. 2022-161					
<u>Seconded by Councillor Cleroux</u> THAT Council receive the update regarding Bill 109 as it relates to Site Plan Approval as information as submitted and circulated.					
Carried					
Moved by Councillor Cleroux RESOLUTION NO. 2022-162					
Seconded by Councillor Humphries THAT Council award Tender PW 2022-06 Surface Treatment and Fog Seal Rehabilitation of Cotieville Streets to Greenwood Paving Ltd. for the total amount					

AND THAT the project be funded as \$171,314.00 from the 2022 Capital Roads Infrastructure Budget and \$12,734.75 from the Paved Roads Maintenance Operating Budget.

Carried

Moved by Councillor Humphries Seconded by Councillor Cleroux

of \$184,048.75 including HST;

THAT Council award tender PW 2022-07 Supply of Screened Winter Sand Supply to RGT Clouthier Construction Ltd. for the total amount of \$25,953.84 including HST;

AND THAT this be funded through the 2022 Operating Budget.

Carried

RESOLUTION NO. 2022-164 Moved by Councillor Cleroux Seconded by Councillor Humphries THAT Council table Agenda Item No. 8.3.3 MTO Property Purchase Agreement until there is a full complement of Council.

Carried

Moved by Councillor Humphries Seconded by Councillor Cleroux

RESOLUTION NO. 2022-165

THAT Council accept the CAO/Clerk's Information Memo for June 21st, 2022. Carried

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ed

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RESOLUTION NO. 2022-163

RETURN TO AGENDA

ed

Regular Council Minutes June 21, 2022

Moved by Councillor Humphries Seconded by Councillor Cleroux

THAT Council of the Township of Horton agree to donate the use of the Community Centre to Valley Animal Rescue for their Mobile Spay & Neuter Clinic on July 11th, 12th, and 13th, 2022.

Carried on division

<u>Moved by Councillor Cleroux</u> <u>Seconded by Councillor Humphries</u> **THAT** Council enact the following By-laws: **RESOLUTION NO. 2022-167**

RESOLUTION NO. 2022-166

- 2022-35 Animal Pound Agreement Town of Renfrew
- 2022-36 Bill 109 Delegation Authority

Carried

15. IN CAMERA (Closed) SESSION – NONE

16. CONFIRMING BYLAW

Moved by Councillor ClerouxRESOLUTION NO. 2022-168Seconded by Councillor HumphriesTHAT Council enact By-law 2022-37 – Confirming By-Law.

Carried

17. ADJOURNMENT

Mayor Bennett declared the meeting adjourned at 5:02 p.m.

MAYOR David M. Bennett

CAO/CLERK Hope Dillabough

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Township of Horton

COUNCIL / COMMITTEE REPORT

Title:	Date:	July 5 th , 2022
	Council/Committee:	Council
Recreation Chair's Report – June 17 th	Author:	Amanda Ryan, Receptionist/Clerk
	Department:	Recreation

RECOMMENDATIONS:

THAT Council accept the Recreation Committee Chair's Report as information.

BACKGROUND:

Ontario Winter Games

Chair Humphries informed the committee that he had the pleasure of speaking with Peter Emon. It was stated that due to the increased cost of transportation, the County will be asking the municipalities for money to support the local event.

Horton Recreation Association

Ms. Ryan stated that the total number of names on the list of people who are interested is up to nine persons. Advertising has been ongoing for the call of people.

Canada Day

Ms. Ryan updated the committee on how things are lining up with food as well as the avenues of advertising. To keep the children's interest, Ms. Ryan will prepare items for a colouring contest.

Fencing

Chair Humphries stated that in speaking with the Manager of Public Works Adam Knapp, that he has not been successful of finding anyone at the present time who is in the business of erecting fencing.

Old Dock

Chair Humphries updated the group that no advertising has been done to get rid of the old dock, and reflective tape for the new dock has been ordered.

Benches at Boat Launch

Discussion on erecting benches at the boat launch determined that neighbours need to be talked to first. Having the benches install in 2022 will not be moving forward. Topic tabled until 2023.

Job Posting for Community Liaison Officer

This topic is at the council level for discussion.

Harvest Dinner

Ms. Ryan stated the Judy Kunopaski has already agreed to lead the Harvest Dinner should the committee decide to proceed. A tentative date of October 22nd has been set. Ms. Ryan will investigate setting up a sub-committee for this event.

Land

The idea of purchasing land next to the community centre to expand the parking lot is now at the council level.

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ALTERNATIVES: N/A FINANCIAL IMPLICATIONS: N/A. CONSULTATIONS: N/A

Prepared by:Amanda Ryan, Receptionist/ClerkReviewed by:Hope Dillabough, CAO/Clerk



Township of Horton COUNCIL / COMMITTEE REPORT

Title:	Date:	June 21 st , 2022
Ministry of Transportation Property Purchase Agreement	Council/Committee:	Council
	Author:	Hope Dillabough, CAO/Clerk
	Department:	TES

RECOMMENDATIONS:

THAT Council forward By-Law 2022-33, as presented to the By-Law portion of the Regular Council Meeting of June 21st, 2022 for enactment.

BACKGROUND:

The Township was approached by representatives of MTO regarding the need to acquire a small portion of Township owned lands on the Millenium Trail crossing that runs underneath Highway 17. The lands are described as being in Part of Lot 3, Concession 4, being Part 1 of Ministry Plan P-6090-50, RP49R-17578 Part. This is due to the future twinning of the 417.

They are seeking to acquire the lands for the construction and maintenance of their bridge structure over the trail lands. MTO, being the higher authority, prefers to own the lands that the highways cross over as the lands will be part of the designated highway. As indicated in the Property Purchase Agreement, the Ministry will provide the Township with an encroachment permit in perpetuity for the trail crossing under the highway. MTO will be constructing a box culvert under to new westbound lands to allow the trail to remain in place. The box culvert will be the same size as the existing one, $(5.5m \times 5.5m)$ therefore it will accommodate any heavy equipment that we currently use on the trail for maintenance etc.

The request and Property Purchase Agreement have been reviewed by the CAO/Clerk and the Public Works Manager. Staff, in discussion with MTO, ensured that there be an encroachment permit for the multi-use trail under Highway 17 and will never expire. This portion of the trail will remain as is, a multi-use trail.

After the Council Meeting June 7th, with direction from Council, Staff made a proposal to MTO to inquire whether there was another solution that the Township could retain the lands and allow MTO with an encroachment agreement. MTO is not in favour of this and have indicated that they do have the authority to expropriate the lands but are hoping to avoid going down that route and want to work with the Township (i.e. property purchase agreement). They are also acquiring lands from the County of Renfrew's Algonquin Trail crossing.

Based on staff review and consultation with MTO, it is recommended that Council pass the By-Law as presented to provide the necessary authorization to transfer.

FINANCIAL IMPLICATIONS:

As noted in the Property Purchase Agreement, the subject lands have been appraised at fair market value and the Township will receive \$5120 for the lands. It is suggested these funds be placed in the Recreation Reserves.

If MTO expropriates with no purchase agreement, the Township will not see any funds and will be in the same position.

ATTACHMENTS:

- 1. Draft by-law and a copy of the Property Purchase Agreement for reference purposes.
- 2. Registered Plan 49R-17578
- 3. GIS Map of the subject lands

Prepared by: Hope Dillabough, CAO/Clerk **Reviewed by:** Adam Knapp, Public Works Manager

THE CORPORATION OF THE TOWNSHIP OF HORTON

BY-LAW NO. 2022-33

Being a by-law to authorize the Mayor and CAO/Clerk to enter into a Property Purchase Agreement with the Province of Ontario and sign any documents that are necessary to complete the transfer of the specified lands.

WHEREAS Part II, Sections 8 & 9 of the *Municipal Act, 2001, c. 25,* as amended establishes the scope of powers of a municipality whereas a municipality has the capacity, rights, powers, and privileges of a natural person for the purpose of exercising its authority under this or any other Act.

AND WHEREAS Her Majesty the Queen in right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario (referred to as the "Minister") wishes to acquire certain lands from the Corporation of the Township of Horton identified as Part Lot 3, Concession 4, Geographic Township of Horton being Part 1 Ministry Plan P-6090-50, 49R17578, being a portion of the Millenium Trail;

NOW THEREFORE the Council of the Corporation of the Township of Horton **ENACTS AS FOLLOWS**:

- 1. That the Mayor and CAO/Clerk be authorized to execute on behalf of the Corporation of the Township of Horton under corporate seal any and all documents as may be necessary to enter into a Property Purchase Agreement attached as Schedule 'A' to this By-Law, with Her Majesty the Queen in right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario (referred to as the "Minister") and further to sign any necessary documents to complete the transfer.
- 2. That this by-law shall come into effect upon the passing thereof.

Read a First and Second Time this 21st day of June, 2022.

Read a Third Time and Passed this 21st day of June, 2022.

MAYOR David M. Bennett

CAO/CLERK Hope Dillabough



PROPERTY PURCHASE AGREEMENT

For Internal Use Only				
W.P. No.: 4068-09-00				
Highway No.: 17				
Property Section: Eastern				
P-Plan: P-6090-50				
Agent: T. Troughton				
Rec:				
Rec:				
Rec:				
App:				

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I/we, The Corporation of the Township of Horton

Of Vacant, ON

In the Province of Ontario

Hereinafter referred to as "Owner(s)", agree to sell to Her Majesty the Queen in right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario (referred to as the "Minister") in fee simple free from all tenancies and encumbrances except as to any registered restrictions or covenants that run with the land provided that such are complied with, my/our land in

Township of Horton

(Township, City, Town, etc.)

Municipality of the County of Renfrew (County, District, Regional or District Municipality)

being in Part of Lot 3, Concession 4, Geographic Township of Horton, PIN 57293-0159 (LT)

(Lot, Block – Concession and Township – or – Registered Plan)

shown as Part(s) 1

on Ministry Plan P-6090-50

deposited in the Land Registry Office as 49R17578

for the sum of Five Thousand One Hundred Twenty Dollars (\$5,120.00)

It is understood and agreed the above sum includes payment of **\$5,120.00** for the above-mentioned lands and all entitlements as stated in the Expropriations Act, except as hereinafter provided.

The Owner shall provide a copy of the resolution or the bylaw authorizing the execution of this Agreement prior to the Ministry accepting this agreement for execution.

There is no fencing (or gates) required in this matter.

There are no trees involved in this matter.

Upon acceptance of this agreement the Minister and/or Agents of the Minister shall have the right to enter upon the above lands for the purpose of utility relocation (hydro, telephone, gas, etc.) and/or construction purposes.

The MTO agrees to issue an encroachment permit for the multi-use trail under Highway 17/417. The permit will not expire and will reference the terms in this agreement.

This Agreement shall be deemed to have satisfied all Section 25 requirements of the Expropriations Act in the event that the Minister proceeds by way of expropriation as provided for in this Agreement.

It is acknowledged that the proposed use of and construction on the lands being acquired has been discussed with me/us and the sum set out as the consideration in this agreement includes payment for any reduction in market value of my/our remaining

ADM-S-748



lands, if any, but excludes any physical damages to any remaining lands which may occur during the construction period.

THIS AGREEMENT IS TO REMAIN OPEN FOR ACCEPTANCE by the minister or the minister's representative up to and including **30 days from the date of receipt of the offer from the Owner(s)** and may be accepted by a letter delivered or mailed by prepaid registered post addressed to the Owner(s) and deposited in a post office or by email on or before the aforesaid date. Notices shall be deemed to have been given: (a) in the case of postage-prepaid envelope, five (5) Business Days after such notice is mailed; or (b) in the case of personal delivery or e-mail one (1) Business Day after such notice is received by the other Party. In the event of postal disruption, notices must be given by personal delivery or e-mail.

The Minister is to be allowed **30** days from the date of acceptance to examine the title at the expense of the Minister. If within that time any valid objection to title is made to the Owner(s) which the Owner(s) is/are unable or unwilling to remove and which the Minister will not waive, the Agreement is void.

THE SALE OF THE PROPERTY IS TO BE COMPLETED on or before 60 days from acceptance. Upon acceptance of this Agreement by the Minister or the Minister's representative, the Minister shall have an immediate right to enter upon and take possession of the lands without prejudice to the rights herein. Where buildings are located on the real property being purchased by the Minister, VACANT POSSESSION SHALL BE GIVEN ON CLOSING.

Rentals and mortgage interest, if any, and taxes including local improvements are to be adjusted at closing, and utilities and fuels, if any, are to be paid by the Owner(s) up to closing.

Tenant(s):

Mortgagee(s):

HST No.:

All buildings and equipment, if any, on the real property shall be and remain at the risk of the Owner(s) until closing. The Minister does not require assignment(s) of the fire insurance. However, the Owner(s) agree(s) in the event of damage to hold any fire insurance policies or proceeds in trust with the right of the Minister to demand the proceeds and complete the purchase.

Any adjustment of assessment of any remaining lands of the Owner(s) shall be the responsibility of the Owner(s).

This Agreement, when accepted shall constitute a binding Contract of Purchase and Sale.

The Owner(s) covenants(s) and agree(s) to do nothing, after the execution of the Agreement by the Owner(s) and while this Agreement remains in effect, to encumber the property agreed herein to be sold and conveyed.

If in the opinion of the Minister expropriation of the above lands is necessary to clear title or to meet deadlines for the Minister's work, the Minister may acquire the lands by expropriation and the Owner(s) agree(s) that payment of the above sum, together with any services and materials to be provided by the Minister in this Agreement, represents compensation in full for the lands and all entitlements as stated in the Expropriations Act.

This Agreement shall be deemed to have satisfied all Section 25 requirements of the Expropriations Act in the event that the Minister proceeds by way of expropriation as provided for in this Agreement.

Any Deed or Transfer is to be prepared at the expense of the Minister and any tender, pursuant to this Agreement, of documents and/or money may be made upon the Owner(s) or the Owner(s) solicitor, or the Minister, and the money may be tendered by a Province of Ontario negotiable cheque or electronic fund transfer.

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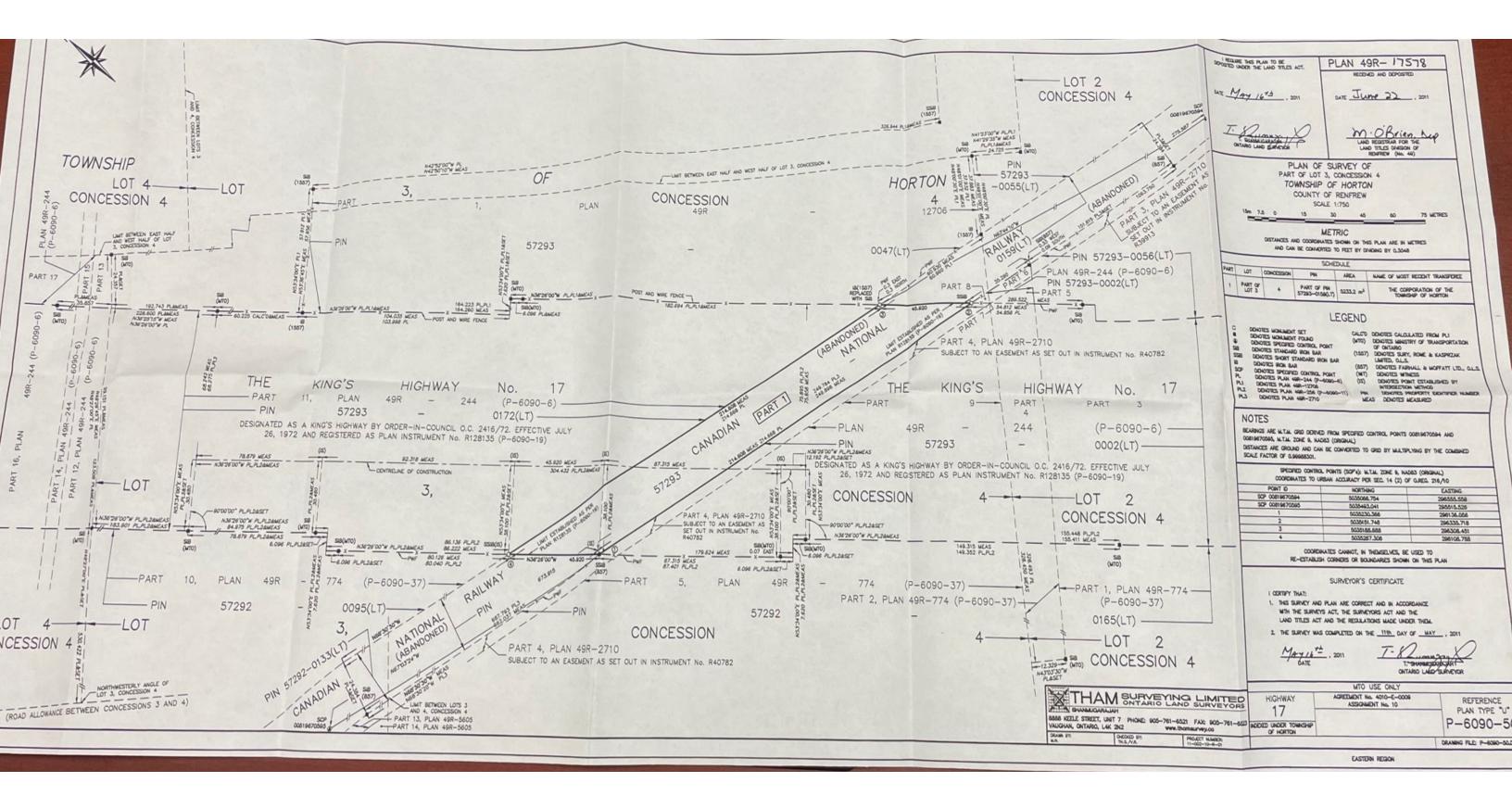
RETURN TO AGENDA

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Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

I/we acknowledge that this Agreement is not made subject to any promises by any agent of the Minister of Transportation and I/we understand that this Agreement shall not bind the Minister of Transportation until accepted in writing by or on behalf of the Minister of Transportation.

Dated at	this _	day of	, 2022
The Corporation of The Township of Horton			
Print Name(s) and position held	-	Print Name(s) and posi	tion held
Signature(s) I have the authority to bind the Corporat	- ion	Signature(s) I have the authority to b	bind the Corporation



RETURN TO AGENDA

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Recreational Trail (East of County Rd 6)

Ministry of Transportation - Eastern Region

Highway 17 N - Rail Trail Crossing (East of Gillan Rd), Township of Horton



RETURN TO AGENDA



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Ontario 🕅



Township of Horton COUNCIL / COMMITTEE REPORT

Title: Producer Responsibility Delegation of Authority	Date:	July 5 th , 2022	
	Council/Committee:	TES Committee	
	Author:	Adam Knapp, Public Works Manager	
	Department:	Public Works	

RECOMMENDATIONS:

THAT Council deems it expedient to delegate authority to the Public Works Manager (Adam Knapp) to take action as it relates to the Township's Transition to Producer Responsibility, where necessary, during the "Lame Duck" period between Nomination Day and the commencement of the Council Term.

BACKGROUND:

The Township shall transition to a producer responsibility-based recycling program in July of 2023. Currently there are numerous unanswered question on how the new model will work and may require the Township to respond or take action during the "Lame Duck" period between Nomination Day and the commencement of the Council Term. For this reason, Staff is requesting Delegated Authority to ensure the transition moves forward in the Township's best interest.

ALTERNATIVES:

N/A

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

N/A

CONSULTATIONS:

Hope Dillabough CAO/Clerk

Prepared by:	Adam Knapp, Public Works Manager
Reviewed by:	Hope Dillabough, CAO/Clerk



Township of Horton COUNCIL / COMMITTEE REPORT

Title:	Date:	July 5 th , 2022
Memorandum of Understanding McNab/Braeside Follow-Up	Council/Committee:	Council
	Author:	Hope Dillabough, CAO/Clerk
	Department:	TES - Environmental

RECOMMENDATIONS:

THAT Council of the Township of Horton approve the entering into a Memorandum of Understanding with the Township of McNab/Braeside demonstrating their interest in diverting all curbside collected waste to an anticipated waste processing facility within McNab/Braeside.

BACKGROUND:

At the May 6th, 2022 Transportation and Environmental Services Committee meeting, Mayor Peckett of the Township of McNab/Braeside was present as a delegation to Committee. Mayor Peckett was seeking support and commitment to divert Horton's curbside collected bags of waste to a potential future processing facility located within McNab/Braeside. The endeavor between McNab/Braeside and Sustane Technology of Chester, Nova Scotia could see the introduction of a waste/recycling facility which processes a portion of the municipal solid waste stream into waste biomass pellets and petroleum derived fuels.

The process requires a predetermined amount of waste to be viable. Horton, along with neighbouring municipalities, has that waste to ensure the plant can operate as designed and recover costs. At the Committee Meeting, Mayor Peckett brought forward a presentation seeking support as well as news of a more defined, detailed Memorandum of Understanding (MOU) to follow. Attached to this report is the MOU for Council consideration. This MOU details the byproducts the plant will produce (low contaminant recovered biomass fuel pellets, low density plastics fraction for synthetic diesel and naphtha production) and states the goals and objectives of the endeavor (provide participating municipalities a long-term, cost competitive alternative to landfilling, increase recycling rates for participating municipalities.

The MOU states the basis for the agreement and puts forth the development period stating that the parties agree to work collaboratively up to June 30, 2023 to further develop the project to a point that each party can reach an agreeable set of project conditions and eventually a formal agreement. It also states that Horton agrees not to enter into any binding agreements that could impede the terms contemplated by this MOU. A formal agreement is to be signed once the development of this project has been completed and both parties are in agreement. Under Section 2 of the MOU, Basis for Agreement, the tipping fees the Township of Horton will be subject to is stated as "to be negotiated". At this stage it is premature for either party to begin discussing possible or resulting tipping fee costs.

ALTERNATIVES: Not enter into the Memorandum of Understanding.

FINANCIAL IMPLICATIONS: Currently, there are no financial implications. In executing a Memorandum of Understanding there is future potential diversion/trucking costs to steer an undetermined quantity of Horton's waste to a future cited Sustane Facility within Renfrew County.

ATTACHMENTS: Memorandum of Understanding – Township of Horton

Prepared by: Hope Dillabough, CAO/Clerk **Reviewed by:** Adam Knapp, Public Works Manager

MEMORANDUM OF UNDERSTANDING

BETWEEN:

The Township of McNab/Braeside

(hereinafter referred to as "McNab/Braeside")

AND

The Township of Horton

(Hereinafter referred to as "Horton")

ALSO

McNab/Braeside and Horton are sometimes referred to as the "Parties"

1. PURPOSE:

This Memorandum of Understanding ("MOU") outlines the basis upon which the Township of Horton is confirming that they are interested in entering into an Agreement to have all collected Municipal Solid Waste (MSW), (also referred to as kitchen waste in Renfrew and Lanark Counties) from the Township of Horton sent to the recycling facility located in the Township of McNab/Braeside.

The new facility would accept Municipal Solid Waste (MSW) and will separate the waste into the following by-products:

- Low contaminant recovered biomass fuel pellets;
- Low-density plastics fraction for synthetic diesel & naphtha production;
- Cleaned aluminum for recycling;
- Cleaned steel for recycling;
- Cleaned PET plastics for recycling or other value-added activities;
- Inert material (sand, glass, ash).

The goals of the facility are as follows:

- Provide participating communities a long term, cost competitive alternative to landfilling of MSW;
- Provide employment to the region in the form of full time semi-skilled and skilled positions (approximately 25);
- Significantly increase recycling rates for participating municipalities to the highest levels in Ontario;
- Reduce the carbon footprint of the community by approximately 150,000 tonnes per year of C02e by fixing the carbon (avoiding CH4 emissions from landfill) as well as replacing fossil fuels with products having a much lower carbon intensity.

2. BASIS FOR AGREEMENT

The Parties will work together to develop agreements that cover the following items:

MSW Volumes:	All Municipal Solid Waste (MSW) will be provided to McNab/Braeside
Tipping Fees:	To be negotiated.
Site Location:	573 Calabogie Road
Term:	To be developed (expected to be in the range of \sim 20 years).

3. DEVELOPMENT PERIOD

The parties agree to work collaboratively up to June 30th, 2023 to further develop the project to a point that each party can reach an agreeable set of project conditions and eventually a formal agreement. Horton agrees to not enter into any binding agreements that could impede the terms contemplated by this MOU. A formal Agreement will be signed once the development of this project has been completed and both parties are in agreement.

4. CONFIDENTIALITY AND NON-DISCLOSURE

Regarding this MOU the parties may be receiving, reviewing and analyzing Confidential Information.

The Confidential Information will be kept strictly confidential by the receiving party. The receiving party shall safeguard the Confidential Information from unauthorized disclosure and keep the Confidential Information in the same manner that the receiving party keeps its own Confidential Information or to a standard of no less than reasonable care, whatever standard is higher. The Confidential Information shall not be used by the receiving Party for any purpose other than relating to the Project. This confidentiality obligation shall remain in force for three (3) years from the date of signing hereof, notwithstanding the termination or lapse of this MOU.

Neither McNab/Braeside nor Horton shall make release to any third party, public announcement, statement or acknowledgment of existence of this Memorandum of Understanding or the transaction(s) or agreements contemplated hereby except their respective legal counsel, without the agreement of the other Party, except as required by applicable law, regulation or policy statements of governmental or regulatory authorities, including decisions of the office of the Privacy Commissioner.

5. NON-BINDING MEMORANDUM OR UNDERSTANDING

This Memorandum of Understanding constitutes an expression of intention only and is not intended to create any legal rights or obligations upon the Township of McNab/Braeside or Township of Horton other than an obligation to work in good faith to develop the project.

6. COUNTERPARTS AND FACSIMILE EXECUTION

This Memorandum of Understanding may be executed in several parts in the same form and by facsimile and such parts as so executed shall together constitute one original document, and such parts, is more than one, shall be read together and construed as if all the signing parties had executed one copy of the Memorandum of Understanding.

Township of McNab/Braeside	Township of Horton		
Per:	Per:		
Name: Tom Peckett	Name: Dave Bennett		
Title: Mayor	Title: Mayor		
Date:	Date:		
Per:	Per:		
Name: Lindsey Lee	Name: Hope Dillabough		
Title: CAO/Clerk	Title: CAO/Clerk		
Date:	Date:		

I/we have the authority to bind the Corporation.



THE CORPORATION OF THE TOWNSHIP OF HORTON Memo from the CAO/Clerk as of June 30, 2022.

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INFORMATION provided <u>NOT</u> included in the Regular Council meeting package of July 5, 2022.

INFORMATION EMAILED

- **1.** Ottawa Valley Business News June 21
- 2. Thank You Card
- **3.** Calendars



105 Elgin St. West Arnprior, ON K7S 0A8

tel 613 623 4231 arnprior@arnprior.ca fax 613 623 8091 www.arnprior.ca

June 14th, 2022

Town of Aurora c/o Michael de Rond, Town Clerk 100 John West Way, Box 1000 Aurora, ON L4G 6J1 <u>clerks@aurora.ca</u>

Re: Request for Support – Private Member's Bill C-233 – "Keira's Law"

To Whom It May Concern,

The Council of the Corporation of the Town of Arnprior at their June 13th, 2022 Regular Council Meeting passed the following resolution:

That Council of the Corporation of the Town of Arnprior receive the request from the Town of Aurora regarding resolution support of Private Member's Bill C-133 "Keira's Law"; and

Whereas violence against women is a Canadian public health crisis that demands urgent action; and

Whereas one in four women experience domestic violence in their lifetime. One woman or girl is killed every other day, on average, somewhere in our country; and

Whereas an inquest began on June 6, 2022 into the 2015 murders in Renfrew County of Carol Culleton, Anastasia Kuzyk and Nathalie Warmerdam, by Boris Borutski, who had been convicted of assault against women; and

Whereas the inquest is to probe the circumstances around the deaths of the three women and will focus on preventing domestic violence and deaths in rural communities; and

Whereas the COVID-19 pandemic has only exacerbated the domestic violence crisis. Women's shelters and crisis centres have reported a marked increase in requests for services this year. The concerns for children are significant. According to recent research from The Children's Hospital of Eastern Ontario, doctors have seen more than double the number of babies with serious injuries as this time last year. These include head injuries, broken bones or in some cases death. Institutions across the country are reporting a similar trend; and

Whereas Keira's Law is named after four-year-old Keira Kagan, who was killed while in the custody of her father, in 2020; and

WHERE THE RIVERS MEET RETURN TO AGENDA

Whereas voting in favour of "Keira's Law", contained in Private Member's Bill C-233, will not only protect victims of violence and children, it will save lives by amending the *Judges Act* to establish seminars for judges on intimate partner violence and coercive control; and

Therefore be it resolved that Council of the Corporation of the Town of Arnprior support the Town of Aurora's resolution calling upon the House of Commons to support Member of Parliament Anju Dhillon's Private member's Bill C-233 that will raise the level of education on domestic violence and coercive control for federally appointed Judges; and

Be it further resolved that a copy of this resolution be sent to: The Right Honourable Justin Trudeau, Prime Minister of Canada; The Honourable Karina Gould, MP, Minister of Families, Children and Social Development; The Honourable Candice Bergen, Interim Leader of the Conservative Party of Canada; Yves-Francois Blanchet, MP, Leader of the Bloc Quebecois; Jagmeet Singh, MP, Leader of the New Democratic Party; MP Tony Van Bynen; and MP Leah Taylor Roy; MP Cheryl Gallant and Renfrew County Municipalities.

If you have any questions, comments or concerns, please do not hesitate to contact me.

Sincerely,

Kaila Zamojski Deputy Clerk 613-623-4231 ext. 1818 kzamojski@arnprior.ca

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 CC. The Right Honourable Justin Trudeau, Prime Minister of Canada; The Honourable Karina Gould, MP, Minister of Families, Children and Social Development; The Honourable Candice Bergen, Interim Leader of the Conservative Party of Canada; Yves-Francois Blanchet, MP, Leader of the Bloc Quebecois; Jagmeet Singh, MP, Leader of the New Democratic Party; MP Tony Van Bynen MP Leah Taylor Roy MP Cheryl Gallant Renfrew County Municipalities

June 20, 2022

Horton Township Municipal Office **C/O Hope Dillabough (Chief Administrative Officer)** 2253 Johnston Road Renfrew, Ontario K7V 3Z8

RE: July 31, 2022 Event & Noise Bylaw

Dear Ms. Dillabough:

This letter is to advice that we are holding an event on July 31, 2022 at our address at 156 Jim Barr Road in Horton Township. There will be approximately 200 people coming to the event, including our closest neighbours on both sides. Therefore, we would not anticipate that anyone will be complaining to the township or the police. We will send a similar letter to the OPP to advise them of the party and planning for the event.

There will be live music (one or two people on a stage). Other times, it will just be recorded music playing. There will be a school bus shuttling people to and from the event from a parking lot at the Days Inn Hotel in the town of Renfrew. We do not have anywhere close to enough parking for this amount of people at the house. We expect that this will also help reduce noise and disruption on Jim Barr Road that evening. We also plan to ask Horton Township whether we could use the parking lot at Horton Township Community Centre on the night of the event as well to ensure that we have enough parking.

The live music is planned to end at 12:30. The last performer is a Grammy award winner guitar playing relaxing acoustic music, so probably this will not cause any annoyance. He may just induce sleep. His name is Jim Kimo West if you want to check him out on any of your streaming services. We are requesting an exemption to the noise by-law in place which we understand would normally stipulate that music should end by 11:00 PM. The latest that any music could be playing at this event would be 1:00 AM on August 1, 2022. I have pasted a link below if you wanted to take a look at the event website and schedule.

My email is My phone number is so you can reach out to me, Steve West, to let us know if this exemption has been granted. Thank you in advance for your time and consideration.

https://www.eventcreate.com/e/westfest2022

Sincerely,

Steve and Tara West

THE CORPORATION OF THE TOWNSHIP OF HORTON

BY-LAW NO. 2022-33

Being a by-law to authorize the Mayor and CAO/Clerk to enter into a Property Purchase Agreement with the Province of Ontario and sign any documents that are necessary to complete the transfer of the specified lands.

WHEREAS Part II, Sections 8 & 9 of the *Municipal Act, 2001, c. 25,* as amended establishes the scope of powers of a municipality whereas a municipality has the capacity, rights, powers, and privileges of a natural person for the purpose of exercising its authority under this or any other Act.

AND WHEREAS Her Majesty the Queen in right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario (referred to as the "Minister") wishes to acquire certain lands from the Corporation of the Township of Horton identified as Part Lot 3, Concession 4, Geographic Township of Horton being Part 1 Ministry Plan P-6090-50, 49R17578, being a portion of the Millenium Trail;

NOW THEREFORE the Council of the Corporation of the Township of Horton **ENACTS AS FOLLOWS**:

- 1. That the Mayor and CAO/Clerk be authorized to execute on behalf of the Corporation of the Township of Horton under corporate seal any and all documents as may be necessary to enter into a Property Purchase Agreement attached as Schedule 'A' to this By-Law, with Her Majesty the Queen in right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario (referred to as the "Minister") and further to sign any necessary documents to complete the transfer.
- 2. That this by-law shall come into effect upon the passing thereof.

Read a First and Second Time this 21st day of June, 2022.

Read a Third Time and Passed this 21st day of June, 2022.

MAYOR David M. Bennett

CAO/CLERK Hope Dillabough



PROPERTY PURCHASE AGREEMENT

For Internal Use Only				
W.P. No.: 4068-09-00				
Highway No.: 17				
Property Section: Eastern				
P-Plan: P-6090-50				
Agent: T. Troughton				
Rec:				
Rec:				
Rec:				
App:				

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I/we, The Corporation of the Township of Horton

Of Vacant, ON

In the Province of Ontario

Hereinafter referred to as "Owner(s)", agree to sell to Her Majesty the Queen in right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario (referred to as the "Minister") in fee simple free from all tenancies and encumbrances except as to any registered restrictions or covenants that run with the land provided that such are complied with, my/our land in

Township of Horton

(Township, City, Town, etc.)

Municipality of the County of Renfrew (County, District, Regional or District Municipality)

being in Part of Lot 3, Concession 4, Geographic Township of Horton, PIN 57293-0159 (LT)

(Lot, Block – Concession and Township – or – Registered Plan)

shown as Part(s) 1

on Ministry Plan P-6090-50

deposited in the Land Registry Office as 49R17578

for the sum of Five Thousand One Hundred Twenty Dollars (\$5,120.00)

It is understood and agreed the above sum includes payment of **\$5,120.00** for the above-mentioned lands and all entitlements as stated in the Expropriations Act, except as hereinafter provided.

The Owner shall provide a copy of the resolution or the bylaw authorizing the execution of this Agreement prior to the Ministry accepting this agreement for execution.

There is no fencing (or gates) required in this matter.

There are no trees involved in this matter.

Upon acceptance of this agreement the Minister and/or Agents of the Minister shall have the right to enter upon the above lands for the purpose of utility relocation (hydro, telephone, gas, etc.) and/or construction purposes.

The MTO agrees to issue an encroachment permit for the multi-use trail under Highway 17/417. The permit will not expire and will reference the terms in this agreement.

This Agreement shall be deemed to have satisfied all Section 25 requirements of the Expropriations Act in the event that the Minister proceeds by way of expropriation as provided for in this Agreement.

It is acknowledged that the proposed use of and construction on the lands being acquired has been discussed with me/us and the sum set out as the consideration in this agreement includes payment for any reduction in market value of my/our remaining

ADM-S-748



lands, if any, but excludes any physical damages to any remaining lands which may occur during the construction period.

THIS AGREEMENT IS TO REMAIN OPEN FOR ACCEPTANCE by the minister or the minister's representative up to and including **30 days from the date of receipt of the offer from the Owner(s)** and may be accepted by a letter delivered or mailed by prepaid registered post addressed to the Owner(s) and deposited in a post office or by email on or before the aforesaid date. Notices shall be deemed to have been given: (a) in the case of postage-prepaid envelope, five (5) Business Days after such notice is mailed; or (b) in the case of personal delivery or e-mail one (1) Business Day after such notice is received by the other Party. In the event of postal disruption, notices must be given by personal delivery or e-mail.

The Minister is to be allowed **30** days from the date of acceptance to examine the title at the expense of the Minister. If within that time any valid objection to title is made to the Owner(s) which the Owner(s) is/are unable or unwilling to remove and which the Minister will not waive, the Agreement is void.

THE SALE OF THE PROPERTY IS TO BE COMPLETED on or before 60 days from acceptance. Upon acceptance of this Agreement by the Minister or the Minister's representative, the Minister shall have an immediate right to enter upon and take possession of the lands without prejudice to the rights herein. Where buildings are located on the real property being purchased by the Minister, VACANT POSSESSION SHALL BE GIVEN ON CLOSING.

Rentals and mortgage interest, if any, and taxes including local improvements are to be adjusted at closing, and utilities and fuels, if any, are to be paid by the Owner(s) up to closing.

Tenant(s):

Mortgagee(s):

HST No.:

All buildings and equipment, if any, on the real property shall be and remain at the risk of the Owner(s) until closing. The Minister does not require assignment(s) of the fire insurance. However, the Owner(s) agree(s) in the event of damage to hold any fire insurance policies or proceeds in trust with the right of the Minister to demand the proceeds and complete the purchase.

Any adjustment of assessment of any remaining lands of the Owner(s) shall be the responsibility of the Owner(s).

This Agreement, when accepted shall constitute a binding Contract of Purchase and Sale.

The Owner(s) covenants(s) and agree(s) to do nothing, after the execution of the Agreement by the Owner(s) and while this Agreement remains in effect, to encumber the property agreed herein to be sold and conveyed.

If in the opinion of the Minister expropriation of the above lands is necessary to clear title or to meet deadlines for the Minister's work, the Minister may acquire the lands by expropriation and the Owner(s) agree(s) that payment of the above sum, together with any services and materials to be provided by the Minister in this Agreement, represents compensation in full for the lands and all entitlements as stated in the Expropriations Act.

This Agreement shall be deemed to have satisfied all Section 25 requirements of the Expropriations Act in the event that the Minister proceeds by way of expropriation as provided for in this Agreement.

Any Deed or Transfer is to be prepared at the expense of the Minister and any tender, pursuant to this Agreement, of documents and/or money may be made upon the Owner(s) or the Owner(s) solicitor, or the Minister, and the money may be tendered by a Province of Ontario negotiable cheque or electronic fund transfer.

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RETURN TO AGENDA

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Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

I/we acknowledge that this Agreement is not made subject to any promises by any agent of the Minister of Transportation and I/we understand that this Agreement shall not bind the Minister of Transportation until accepted in writing by or on behalf of the Minister of Transportation.

Dated at1	this _	day of	, 2022
The Corporation of The Township of Horton			
Print Name(s) and position held		Print Name(s) and position h	neld
Signature(s) I have the authority to bind the Corporati	on	Signature(s) I have the authority to bind t	he Corporation

CORPORATION OF THE TOWNSHIP OF HORTON

BY-LAW NO. 2022-38

A BY-LAW TO CONFIRM PROCEEDINGS OF THE COUNCIL OF THE TOWNSHIP OF HORTON AT THE REGULAR COUNCIL MEETING HELD JULY 5TH, 2022

WHEREAS Subsection 5(1) of the Municipal Act, 2001, S.O. 2001, Chapter 25, as amended, provides that the powers of a municipal corporation are to be exercised by its Council;

AND WHEREAS Subsection 5(3) of the said Municipal Act provides that the powers of every Council are to be exercised by by-law;

AND WHEREAS it is deemed expedient and desirable that the proceedings of the Council of the Corporation of the Horton at this meeting be confirmed and adopted by by-law;

THEREFORE the Council of the Township of Horton enacts as follows:

- That the actions of the Council at the meeting held on the 5th day of July, 2022 and in respect of each motion, resolution and other action passed and taken by the Council at its said meetings, is, except where the prior approval of the Ontario Municipal Board or other body is required, hereby adopted, ratified and confirmed as if all such proceedings were expressly embodied in this by-law.
- 2. That the Head of Council and proper officers of the Corporation of the Township of Horton are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain appropriate approvals where required, except where otherwise provided, and to affix the Corporate Seal of the Corporation of the Township of Horton to all such documents.
- 3. That this By-Law shall come into force and take effect upon the passing thereof.

READ a first and second time this 5th day of July, 2022.

READ a third time and passed this 5th day of July, 2022.

MAYOR David M. Bennett

CAO/CLERK Hope Dillabough