



**THE CORPORATION OF THE TOWNSHIP OF HORTON
COUNCIL MEETING – APRIL 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 March 15th, 2022 – Regular Council

PG.3

7. BUSINESS ARISING FROM MINUTES

8. COMMITTEE REPORTS:

8.1 PROTECTIVE SERVICES COMMITTEE

▪ **CHAIR CLEROUX**

8.1.1 Chair’s Report – March 17th

PG.9

8.1.2 Fire Chief’s Presentation – Firefighter Training Certification

8.2 TRANSPORTATION AND ENVIRONMENTAL SERVICES COMMITTEE

▪ **CHAIR WEBSTER**

8.2.1 Staff Report – Award RFQ PW 2022-03 Pavement Edger

PG.11

8.3 RECREATION COMMITTEE

▪ **CHAIR HUMPHRIES**

8.3.1 Chair’s Report – March 18th

PG.16

8.4 COMMUNITY COMMITTEES / COUNTY COUNCIL

8.4.1 Renfrew & Area Seniors Home Support

D. Humphries

8.4.2 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

RETURN TO AGENDA

9. CORRESPONDENCE SUMMARY**9.1 INFORMATION CORRESPONDENCE**

9.1.1 CAO/Clerk Information Memo

PG.18**9.2 ACTION CORRESPONDENCE – NONE****10. BY-LAWS**

10.1 2022-17 Adopt Corporate Policies Section J-16, J-17, J-18

PG.19

10.2 2022-18 Temporary Travel Trailer Agreement – Lam

PG.20

10.3 2022-19 Boundary Road Agreement – Admaston/Bromley Township

PG.23

10.4 2022-20 Temporary Secondary Dwelling Agreement – Draper

PG.44**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) of the Municipal Act,

- (c) A proposed or pending acquisition or disposition of land by the municipality or local board – Concession 7, Part Lot 13, Township of Horton

16. CONFIRMING BY-LAW 2022-21**PG.47****17. ADJOURNMENT**

THE CORPORATION OF THE TOWNSHIP OF HORTON

REGULAR COUNCIL MEETING
MARCH 15TH, 2022

There was a Regular Meeting of Council held via Zoom on Tuesday March 15th, 2022. Present were Mayor David Bennett, Deputy Mayor Glen Campbell, Councillor Doug Humphries, Councillor Tom Webster, and Councillor Lane Cleroux. Staff present was Hope Dillabough, CAO/Clerk, Nathalie Moore, Treasurer, Adam Knapp, Public Works Manager, and Nichole Dubeau, Executive Assistant – Recording Secretary.

1. CALL TO ORDER

Mayor Bennett called the meeting to order at 4:00 p.m. He performed roll call for council members.

	Present	Absent
Mayor Bennett	X	
Deputy Mayor Campbell	X	
Councillor Cleroux	X	
Councillor Humphries	X	
Councillor Webster	X	

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 Webster

RESOLUTION NO. 2022-51

Seconded by Deputy Mayor Campbell

THAT Council adopt the Agenda for the March 15, 2022 Regular Council Meeting.
Carried

5. DELEGATIONS &/or PUBLIC MEETINGS

Evans Church –Request to Cross Millennium Trail & Unopened Road Allowance
Evans Church was present. He reviewed what his intentions were to Council. Council members were in agreeance to allow Mr. Church to install an entrance for farming purposes, after an agreement has been entered into with the Township to cross the Millennium Trail and Unopened Road Allowance, and liability is confirmed. Mr. Church is to set up a meeting with the CAO/Clerk and Public Works Manager to discuss further.

6. MINUTES

- 6.1 February 15th, 2022 – Regular Council
- 6.2 February 22nd, 2022 – Public Budget Meeting
- 6.3 March 8th, 2022– Special Council

Moved by Councillor Humphries

RESOLUTION NO. 2022-52

Seconded by Councillor Cleroux

THAT Council approve the following Minutes:

- February 15th, 2022 – Regular Council
- February 22nd, 2022 – Public Budget Meeting
- March 8th, 2022– Special Council

Carried

7. BUSINESS ARISING FROM MINUTES

There was no business arising from the minutes.

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8. COMMITTEE REPORTS:**8.1 GENERAL GOVERNMENT COMMITTEE**

Public Advisory Members Susan Humphries and Spencer Hopping were present.

8.1.1 Staff Report – Right to Disconnect Policy J-16
CAO/Clerk Hope Dillabough reviewed the report.

8.1.2 Staff Report – Credit Card Policy J-17
Treasurer Nathalie Moore reviewed the report. She added that she has sent the policy to the auditors for their review and suggestions.

8.1.3 Staff Report – Accounts Receivable Policy J-18
Treasurer Nathalie Moore reviewed the report. She added that she has sent the policy to the auditors for their review and suggestions.

8.1.4 Staff Report – Health & Safety Update
CAO/Clerk Hope Dillabough reviewed the report.

8.1.5 MLES Fourth Quarter Report
Council reviewed the report.

8.2 PLANNING COMMITTEE

Public Advisory Members Lisa Branje, Bob Johnston, and Bob Cassidy were present.

8.2.1 Planning Report – B99/21 Renfrew Golf Course
Executive Assistant Nichole Dubeau reviewed the report. She stated that the County has changed the consent process which now puts more onus on the Township in the Municipal Report and does not include Council's comments. Council agreed to invite Bruce Howarth, County of Renfrew Planning Manager, to be a delegation to explain the updated process and to Council.

8.2.2 Planning Report – B127/21 Armstrong
Executive Assistant Nichole Dubeau reviewed the report.

8.2.3 Planning Report – B89/21 Pastway
Executive Assistant Nichole Dubeau reviewed the report.

8.2.4 February 2022 Building Report
Council and Committee reviewed the report.

8.2.5 Staff Report – Proposed Increase in Planning Fees – County of Renfrew
CAO/Clerk Hope Dillabough reviewed the report. There was Council and Committee discussion regarding the level of service reflection on the price since responses from the County are already taking much longer than normal. Council members requested that different options be investigated to see if the same service received from the County can be given from somewhere else for a relatively similar cost.

8.2.6 Consent Process Letter – Eric Draper
Eric Draper was present.

Council stated that a meeting with the County will be requested to discuss the length of time the processes take at their office, and a letter will be sent to the County expressing the concern and copy other municipalities

RETURN TO AGENDA

using their services. Mayor Bennett stated that he will bring up the topic at the next County Council Meeting as well.

8.2.7 Staff Report – Request to Build – Eric Draper

CAO/Clerk Hope Dillabough reviewed the report. Council members were in favour of permitting Mr. Draper to start the building permit process after an agreement has been entered into with the Township and Mr. Draper.

8.3 TRANSPORTATION & ENVIRONMENTAL SERVICES COMMITTEE

8.3.1 Chair's Report – March 2nd

Public Works Manager Adam Knapp reviewed the report.

9. CORRESPONDENCE SUMMARY

9.1 INFORMATION CORRESPONDENCE

9.1.1 CAO/Clerk Information Memo

Discussion went around the table with information previously distributed.

9.2 ACTION CORRESPONDENCE – NONE

10. BYLAWS

10.1 2022-15 Lame Duck Designation – 2022 Municipal Election

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

14. RESOLUTIONS

Moved by Deputy Mayor Campbell

RESOLUTION NO. 2022-53

Seconded by Councillor Humphries

THAT Council accept the delegation from Evans Church as information.

Carried

Moved by Councillor Webster

RESOLUTION NO. 2022-54

Seconded by Councillor Humphries

THAT Council accept the Right to Disconnect policy as presented and recommended by Staff;

AND FURTHER THAT it be brought forward by By-Law to be adopted into the Township of Horton's Corporate Policies.

Carried

Moved by Councillor Humphries

RESOLUTION NO. 2022-55

Seconded by Councillor Cleroux

THAT Council accept Corporate Policies J-17 and J-18 as presented by Staff;

AND FURTHER THAT they be brought forward by By-Law to be adopted into the Township of Horton's Corporate Policies.

Carried

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Moved by Deputy Mayor Campbell
Seconded by Councillor Webster

RESOLUTION NO. 2022-56

THAT Council approves the CAO/Clerk's recommendation to close the office the morning of Friday April 1st, 2022 for a half day of training to update staff and review health and safety policies and procedures.

Carried

Moved by Councillor Humphries
Seconded by Councillor Cleroux

RESOLUTION NO. 2022-57

THAT Council accept the Municipal Law Enforcement Services Fourth Quarter Reporting as information.

Carried

Moved by Councillor Webster
Seconded by Councillor Humphries

RESOLUTION NO. 2022-58

THAT Council accept the Consent Application B99/21 – Renfrew Golf Course as information.

Carried

Moved by Deputy Mayor Campbell
Seconded by Councillor Cleroux

RESOLUTION NO. 2022-59

THAT Council accept the Consent Application B127/21 – Armstrong as information.

Carried

Moved by Councillor Humphries
Seconded by Councillor Webster

RESOLUTION NO. 2022-60

THAT Council accept the Consent Application B89/21 – Pastway as information.

Carried

Moved by Councillor Humphries
Seconded by Councillor Cleroux

RESOLUTION NO. 2022-61

THAT Council accept the February 2022 Building Report as information.

Carried

Moved by Deputy Mayor Campbell
Seconded by Councillor Humphries

RESOLUTION NO. 2022-62

THAT Council receive the Proposed Increase in Planning Fees from the County of Renfrew as information.

Carried

Moved by Councillor Webster
Seconded by Councillor Cleroux

RESOLUTION NO. 2022-63

THAT Council accept the letter from Eric Draper regarding the Consent Process at the County of Renfrew as information;

AND THAT Council direct the CAO/Clerk to draft a letter to the County of Renfrew regarding the issues and concerns the Township of Horton has as it pertains to the Planning at the County level;

AND FURTHER THAT this letter be circulated to all municipalities in the County of Renfrew who utilize County Planning Authority services.

Carried

Moved by Councillor Humphries
Seconded by Councillor Cleroux

RESOLUTION NO. 2022-64

THAT Council receive the Request to Build from Eric Draper report as information;

AND THAT staff draft an agreement to be brought back to the next Regular Council Meeting on April 5th, 2022.

Carried**RETURN TO AGENDA**

Moved by Councillor Webster**RESOLUTION NO. 2022-65**Seconded by Councillor Cleroux**THAT** Council accept the TES Committee Chair's report as information.**Carried**Moved by Councillor Cleroux**RESOLUTION NO. 2022-66**Seconded by Councillor Webster**THAT** upon recommendation from the TES Committee, Council proceed with Phase 2 of the landfill Site Expansion Feasibility Study per the conclusions and recommendations from the Ministry of Environment, Conservations, and Parks;**AND THAT** funding for the study of \$11,565.55 including HST be allocated from the Environmental Reserves.**Carried**Moved by Councillor Webster**RESOLUTION NO. 2022-67**Seconded by Deputy Mayor Campbell**THAT** upon recommendation from the TES Committee, Council of the Township of Horton agree to enter into an agreement with the Township of Admaston/Bromley regulating the maintenance and repair of the boundary highways as displayed in Schedule A, Schedule B and Schedule C, over which they have joint jurisdiction in accordance with the Municipal Act, 2001, (S.O. 2001, C.25) Section 29 Boundary Lines, as amended;**AND THAT** this be brought forward by By-law at the next Regular Council Meeting.**Carried**Moved by Councillor Webster**RESOLUTION NO. 2022-68**Seconded by Councillor Humphries**THAT** Council accept the CAO/Clerk's Information Memo for March 15, 2022.**Carried**Moved by Deputy Mayor Campbell**RESOLUTION NO. 2022-69**Seconded by Councillor Humphries**THAT** Council enact the following By-law:

- 2022-15 Lame Duck Designation – 2022 Municipal Election

Carried**15. IN CAMERA (Closed) SESSION**Moved by Councillor Humphries**RESOLUTION NO. 2022-70**Seconded by Deputy Mayor Campbell**THAT** Council went into a Closed Session Meeting at 6:31 p.m. to discuss the following items pursuant to Section 239(2) (c) and (e) of the Municipal Act;

- (c) A proposed or pending acquisition or disposition of land by the municipality or local board – Concession 7, Part Lot 13, Township of Horton
- (e) Litigation or potential litigation – Legal Opinion – Recreation

CarriedMoved by Councillor Cleroux**RESOLUTION NO. 2022-71**Seconded by Councillor Humphries**THAT** Council came out of Closed (In-Camera) Session at 7:00 p.m. and discussed items pursuant to Section 239(2) (c) and (e) of the Municipal Act pertaining to:

- A proposed or pending acquisition or disposition of land by the municipality or local board – Concession 7, Part Lot 13, Township of Horton
- Litigation or potential litigation – Legal Opinion – Recreation

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CarriedMoved by Councillor Webster**RESOLUTION NO. 2022-72**Seconded by Councillor Humphries**THAT** Council agree not to enter into or engage in a relationship with private parties to act as a financial intermediary as it pertains to sponsorship monies.**Carried****16. CONFIRMING BYLAW**Moved by Deputy Mayor Campbell**RESOLUTION NO. 2022-73**Seconded by Councillor Webster**THAT** Council enact By-law 2022-16 – Confirming By-Law.**Carried****17. ADJOURNMENT**

Mayor Bennett declared the meeting adjourned at 7:02 p.m.

MAYOR David M. Bennett

CAO/CLERK Hope Dillabough**RETURN TO AGENDA**



Township of Horton COUNCIL / COMMITTEE REPORT

Title: Protective Services Committee Chair's Report – March 17, 2022	Date: April 5, 2022
	Council/Committee: Council
	Author: Hope Dillabough, CAO/Clerk
	Department: Protective Services

RECOMMENDATIONS:

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

BACKGROUND:

Fire Chief's Report and Update

Fire Chief Allan Cole discussed the call outs from February 16th - March 15th, 2022. Deputy Chief Mike Fortier reviewed the business plan for replacement of Truck 9837. It has been certified and passed inspection for the 2022 year. Deputy Chief Fortier discussed there is no panic for replacement at this time but would like to start the process in looking. Some of the decals, lights and various other items are recommended to be taken from the existing truck to the potential new truck. Mayor Bennett discussed the potential of looking at a mini-pumper instead of a half ton to be added to the fleet and then once received the old pumper (9624) would be declared surplus. There was discussion regarding supply chain and demand and timeline as it pertains to both proposed vehicles. There was consensus for staff is to do some research regarding the mini-pumper to be brought back to the next scheduled Protective Services Committee Meeting and table the recommendation of replacement of 9837.

Chair Cleroux mentioned it might be a great opportunity for the Fire Chief and Deputy Chief to make a fleet presentation to Council with all of the information pertaining to existing fleet and the future wants and needs.

There was discussion that until the CRA and the AMP are developed and finalized (June-July 2022) it might be more worthwhile to wait and see what comes out of both reports to further research needs of the Fire Department.

Proposed Mandatory Firefighter Certification Slideshow

Fire Chief Cole presented the proposed mandatory firefighter certification. There was discussion at the Committee regarding projected costs of additional training and education.

Chair Cleroux requested that the Fire Chief present the same information to Council as a whole.

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Staff and Committee Members Concerns

Mayor Bennett discussed the letter provided by Chief Cole and that Committee recommend that \$500.00 be donated to Shawn Johnston's undertaking of conflict response.

Moved by Spencer Hopping

Seconded by Deputy Mayor Campbell

THAT the Protective Services Committee recommend to Council to donate \$500.00 towards the efforts put forward from Shawn Johnston as it pertains to his response to the conflict in Ukraine.

AND THAT this is compliant with the Township's Donation Policy.

Carried

ALTERNATIVES: N/A

FINANCIAL IMPLICATIONS: N/A

CONSULTATIONS: N/A

Prepared by: Hope Dillabough, CAO/Clerk

RETURN TO AGENDA



Township of Horton COUNCIL / COMMITTEE REPORT

Title: Award of RFQ- PW 2022-03 Supply of One (1) Pavement Edger	Date:	April 5th, 2022
	Council/Committee:	Council
	Author:	Adam Knapp, Public Works Manager
	Department:	Public Works

RECOMMENDATIONS:

THAT Council agree with staff recommendation to award PW 2022-03 Supply of One (1) Pavement Edger to Gincor Industries for the total cost of \$17,933.10 including HST

AND THAT that an additional \$3,933.10 be allocated from the Roads Equipment Reserves above the \$14,000 approved in the 2022 Capital Equipment Budget to fund the purchase.

BACKGROUND:

One copy of the RFQ was requested and one submission was received from Gincor Industries.

The equipment shall be mounted to our 2021 Freightliner with a Viking Model dump body and spreader which was fabricated at Gincor making this accessory component 100% compatible with the vehicle.

Horton Township has limited roads Staff and the pavement edger shall significantly increase productivity and lower the risk of incidents and injuries by minimizing heavy lifting and reducing or eliminating the need for employees on the ground for multiple maintenance activities such as pavement overlays, pavement delineation repair, longitudinal crack repair, shoulder drop off, cold patching and shoulder widening. Staff have identified numerous areas in the Township requiring the listed repairs above and believe the purchase is an efficient operational solution that will assist in extending the life cycles of our paved road network.

ALTERNATIVES:

N/A

FINANCIAL IMPLICATIONS:

17,933.10 including HST

16,150.58 total after HST rebate

Sufficient funding is available in the Roads Equipment Reserves Fund

ATTACHMENTS:

Unofficial Results

AMI Pavement Edger Brochure

CONSULTATIONS:

Hope Dillabough CAO/Clerk

RETURN TO AGENDA

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



The Corporation of the Township of Horton

RFQ Opening Checklist

Description – Supply of One (1) Pavement Edger

Deposit Required – NO

REQUEST FOR QUOTATION - PW - 2022-03

Present for Opening: Adam Knapp (PW Manager), Councilor Webster, Amanda Ryan (Receptionist)

Bidding Consultant or Individual	Was envelope sealed? YES/NO/NA	Envelope Addressed Properly YES/NO/NA	Total Amount of Bid \$	HST \$	Bid Accepted or Rejected
Gincor	Yes	Yes	\$17,933.10	\$2,063.10	A
			\$	\$	
			\$	\$	
			\$	\$	
			\$	\$	
			\$	\$	
			\$	\$	

PAVEMENT EDGER



**13.5 TONNES
IN 13 MINUTES**

**THE FASTEST & SAFEST
WAY TO MAINTAIN ROADS**



**SEE IT
▶ IN ACTION**
+ ONLINE

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"Using two Pavement Edgers, we shouldered over 10 kilometers of new pavement directly behind the asphalt crew in less than 2 full working days."
 - Sandy Vallance, C.R.S.S. Township of Mapleton

**CDN PATENT # 2,215,119
 US PATENT # 6089785**

Specifications:

- Height: 36"
- Length: 47.25"
- Width: 36.75"
- Weight (approx): 570 lbs



Shouldering and pothole repair is now a one-person job that requires no shovels and keeps the operator in the safety of the cab. The Pavement Edger simply attaches to your road maintenance truck's snowplow hydraulics and is ready to work.

Increase the productivity and safety of your road crew with the new AMI Pavement Edger by contacting AMI Attachments today.

AMI PAVEMENT EDGER: COST ANALYSIS

NO PAVEMENT EDGER	WITH PAVEMENT EDGER
5 MEN 	1 MAN
1 TRUCK 	1 TRUCK
1 ROLLER 	
13.5 TONNES 	13.5 TONNES
4 Hours	13 Minutes

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Township of Horton

COUNCIL / COMMITTEE REPORT

Title: Recreation Chair's Report	Date:	March 22, 2022
	Council/Committee:	Council
	Author:	Amanda Ryan, Receptionist/Clerk
	Department:	Recreation

RECOMMENDATIONS:

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

BACKGROUND:

Horton Recreation Association (HRA)

Mayor Bennett expressed that nothing has been done to progress this committee forward and feels that this is something that needs to be done face to face.

Moved by Sharon Bennett

Seconded by Ralph Miller

THAT the Recreation Committee would like council to support advertising on the Township social media and website, as well as advertise in the paper for members to be part of the Horton Recreation Association.

Carried

Rink/Change Rooms

Chair Humphries stated that the change rooms had been open with limited numbers permitted entry for the season. Ms. Ryan stated that the air exchangers are still on back order.

Boat Launch

Chair Humphries reported that Public Works confirmed that the dock is in.

Dances

Discussion on changing the day and time of the dances with the potential of a supper to see if there would be an increase in attendance was held. Ms. Ryan to reach out to Marg Bauer and Catering Ladies.

Smart Serve Requirements

Ms. Ryan reviewed her report stating that the Alcohol and Gaming Commission has changed the requirements for those who have a Smart Serve certificate. Discussion was held about potentially offering the course but it was expressed to have the HRA in place first.

Bar and Restocking

Chair Humphries and Ralph Miller will coordinate disposing of the coolers as the carbonation has expired. Restocking of the bar will depend on rentals requesting the bar, and Mr. Miller will make recommendations on what to stock based on bartending experience.

RETURN TO AGENDA

Euchre

This event will not be commencing until the fall.

Easter

Ms. Ryan had reached out to Ms. Rouble to see if she would like to take care of this event. Ms. Rouble expressed that she would be interested in working with someone to show them the ropes, however, not to look after it. Ms. Ryan reached out to an individual who had shown interest in running a similar event and was waiting to hear back. Chair Humphries stated that Penny Jamieson had reached out to him stating she would like to look after the event. A follow up will commence.

Summer Sports Events

Ms. Ryan has had inquiries about soccer. It was stated that unless we have volunteers to run the event, Horton would not be hosting. Ms. Ryan will reach out to Ian Moodie regarding horseshoes for the 2022 season.

Canada Day

Mayor Bennett expressed that this event should occur in 2022 for the community. Should the catering ladies not want to prepare the meal, hiring a catering should be investigated.

Kickstart Hall Event

Ms. Ryan expressed that an event should be held to have a soft opening of running events again. Her idea was to host a trivia night where the bar and kitchen could serve practice there is a paid rental event. It was stated that a date should be chosen where there is no other event happening in the area.

ALTERNATIVES: N/A

FINANCIAL IMPLICATIONS: N/A.

CONSULTATIONS: N/A

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



THE CORPORATION OF THE TOWNSHIP OF HORTON

Memo from the CAO/Clerk as of March 31, 2022.

INFORMATION provided **NOT** included in the Regular Council meeting package of April 5, 2022.

INFORMATION EMAILED

1. 2022 County Capital Program
2. AMO Policy Update
3. Rogers Proposed Telecommunications Tower Site
4. OPP Recorded Patrol for Safe Communities Project
5. Ottawa Valley Business News – March 15
6. ROMA March Highlights
7. Seniors Centre Without Walls
8. Calendars

RETURN TO AGENDA

THE CORPORATION OF THE TOWNSHIP OF HORTON

BY-LAW NO. 2022-16

BEING A BY-LAW TO ADOPT SECTIONS J-16, J-17, AND J-18 OF THE TOWNSHIP'S CORPORATE POLICIES

WHEREAS The Council for the Corporation of the Township of Horton deems it expedient to establish policies;

WHEREAS The Municipal Act S.O. 2001, c 25, Section 5(3), as amended provides that a municipal power, including a municipality's capacity rights, powers and privileges under section 9, shall be exercised by by-law;

AND WHEREAS Council desires to adopt a fully reviewed Sections J-16, J-17, and J-18 of the Corporate Policies;

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

1. **THAT** the Council of the Corporation of the Township of Horton adopt Section J-16 of the Township of Horton's Corporate Policies hereto attached as Appendix "A".
2. **THAT** the Council of the Corporation of the Township of Horton adopt Section J-17 of the Township of Horton's Corporate Policies hereto attached as Appendix "B".
3. **THAT** the Council of the Corporation of the Township of Horton adopt Section J-18 of the Township of Horton's Corporate Policies hereto attached as Appendix "C".
4. **THAT** this By-Law shall come into force and take effect immediately upon the passing thereof.
5. **THAT** this By-law shall not be interpreted to contradict or violate any statute or regulation of the Province of Ontario.
6. **BE IT FURTHER ENACTED**, that all By-Laws or parts thereof, and all or any Resolutions of Council contrary thereto, or inconsistent herewith, be and the same are hereby repealed.

READ a first and second time this 15th day of March, 2022.

READ a third time and passed this 15th day of March, 2022.

MAYOR David M. Bennett

CAO/CLERK Hope Dillabough

THE CORPORATION OF THE TOWNSHIP OF HORTON

BY-LAW NO. 2022-18

BEING A BY-LAW TO AUTHORIZE THE CORPORATION OF THE TOWNSHIP OF HORTON TO ENTER INTO AN AGREEMENT WITH DAVID LAM TO PERMIT A TRAVEL TRAILER BEING USED AS A TEMPORARY RESIDENCE WHILE A NEW DWELLING IS BEING CONSTRUCTED

WHEREAS Section 10(1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended authorizes a municipality to provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS The Council of the Township of Horton has reviewed the attached agreement and is of the opinion that the attached agreement is desirable.

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

1. **THAT** the Mayor and CAO/Clerk be, and are hereby authorized and directed to execute the attached agreement to this By-Law on behalf of the Corporation of the Township of Horton and to affix to it the corporate seal of the Corporation of the Township of Horton.
2. **THAT** this agreement attached hereto as 'Appendix 1' shall form a part of this By-Law.
3. **THAT** this By-law shall come into force and take effect upon the date of the final passing thereof.
4. **BE IT FURTHER ENACTED**, that all By-Laws or parts thereof, and all or any Resolutions of Council contrary thereto, or inconsistent herewith, be and the same are hereby repealed.

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

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

MAYOR David M. Bennett

CAO/CLERK Hope Dillabough

'APPENDIX 1'

AGREEMENT

BETWEEN:

The Corporation of the Township of Horton
Herein referred to as "the Municipality"

-and-

David (Tu Trac) Lam
Herein referred to as "the Owner"

WHEREAS the Owner is the owner of lands legally described as Concession 8 Pt Lot 1 and RP49R11697 Part 1, in the Township of Horton and located at 7 Grantham Road.

AND WHEREAS the Owner wishes to construct a new dwelling on the said property and use a travel trailer as a temporary residence until the new dwelling is completed and an occupancy permit has been obtained.

AND WHEREAS the Parties have agreed to enter into an agreement providing for the temporary use of a travel trailer, for a limited period of time, while a new dwelling is being constructed after which the travel trailer will be removed at the expense of the Owner.

THEREFORE IN CONSIDERATION of the Municipality allowing the travel trailer to remain on the property, the Parties hereto agree as follows:

1. The Owner agrees that the travel trailer is a temporary residence only and that residing in a travel trailer is in violation of Municipal By-Laws.
2. The Owner agrees that the travel trailer will be removed from the property to the satisfaction of the Chief Building Official no later than two months after an occupancy permit has been issued for the new dwelling. If a later date is required, an extension must be given in writing by the Chief Building Official, the decision being exclusively within the discretion of the Chief Building Official for the Municipality.
3. In the even the Owner fails to honor the terms of this Agreement, the Municipality will be at liberty to enter onto the property of the Owner and remove the trailer. All costs incurred to remove the trailer will be added as a lien on the property and collected in the same manner as property taxes.
4. The Owner agrees that the new dwelling will be erected on the premises in accordance with the Township of Horton's Comprehensive Zoning By-Law No. 2010-14 and all other applicable by-laws. Upon mutual consent of this agreement, the Municipality will issue all required permits once we have received the proper applications and all required documentation.
5. The Owner agrees that the Municipality may, if it so desires, register notice of this Agreement on the Owner's title.
6. This agreement shall ensure to the benefit of and be binding on the respective heirs, executors, administrators and assigns of each of the parties to it.

IN WITNESS WHEREOF, THE MUNICIPALITY has hereunto affixed its Corporate seal, duly attested to by the hands of its proper signing officers duly authorized in that behalf. The Owner has hereunto affixed her hand and seal.

RETURN TO AGENDA

SIGNED, SEALED AND DELIVERED

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)
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) _____
) David (Tu Trac) Lam

)
) THE CORPORATION OF THE
) TOWNSHIP OF HORTON
)
)
) _____
) MAYOR David M. Bennett

)
)
) _____
) CAO/CLERK Hope Dillabough

THE CORPORATION OF THE TOWNSHIP OF HORTON

BY-LAW NO. 2022-19

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF THE BOUNDARY ROAD AGREEMENT BETWEEN THE CORPORATION OF THE TOWNSHIP OF HORTON AND THE CORPORATION OF THE TOWNSHIP OF ADMASTON/BROMLEY

WHEREAS Section 8 of the Municipal Act 2001, R.S.O. 2001, as amended provides that a municipality has the authority to govern its affairs as it considers appropriate and enables the municipality to respond to municipal issues; and

WHEREAS Section 5(3) of the Municipal Act 2001, R.S.O. 2001, as amended provides that a municipal power, including a municipality's capacity, rights, powers, and privileges under section 9, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise; and

WHEREAS Section 27 of the Municipal Act 2001, R.S.O. 2001, as amended provides that a municipality may pass by-laws in respect of a highway only if it has jurisdiction over the highway; and

WHEREAS Section 28(1) of the Municipal Act 2001, R.S.O. 2001, as amended sets out the highways over which a municipality has jurisdiction; and

WHEREAS Section 29.1(1) of the Municipal Act 2001, R.S.O. 2001, as amended provides that municipalities having joint jurisdiction over a boundary line highway may enter into an agreement to keep any part of the highway in repair for its whole width and to indemnify the other municipality from any loss or damage arising from the lack of repair for that part; and

WHEREAS it is deemed necessary and desirable that the Council of the Corporation of the Township of Horton enact a by-law authorizing the Corporation to enter into a Boundary Road Agreement with the Corporation of the Township of Admaston/Bromley;

NOW THEREFORE IT BE RESOLVED THAT The Council of the Township of Horton hereby **ENACTS AS FOLLOWS:**

1. **THAT** The Mayor and CAO/Clerk are hereby authorized to execute a Boundary Road Agreement with the Corporation of the Township of Admaston/Bromley; and
2. **THAT** The Boundary Road Agreement attached hereto as Schedule "A", "B", and "C" shall form part of this by-law; and
3. **THAT** This by-law shall come into force and effect on the date of its passing.

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

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

MAYOR David M. Bennett

CAO/CLERK Hope Dillabough

RETURN TO AGENDA

**Schedule "A" to By-Law 2022-xx
GOLF COURSE ROAD**

This Agreement made in duplicate this ____ day of _____, 2022

BETWEEN:

The Corporation of the Township of Horton
hereinafter called "Horton" of the first part

AND

The Corporation of the Township of Admaston/Bromley
hereinafter called "Admaston/Bromley" of the second part

WHEREAS Horton and Admaston/Bromley are desirous to enter into an agreement regulating the maintenance and repair of the boundary highways known as Golf Course Road, over which they have joint jurisdiction in accordance with the Municipal Act, 2001, (S.O. 2001, C.25) Section 29 Boundary Lines, as amended;

AND WHEREAS Section 29.1(1) of the Municipal Act RSO 2001 states that if municipalities having joint jurisdiction over a boundary line highway enter into an agreement under which each municipality agrees to keep any part of the highway in repair for its whole width and to indemnify the other municipality from any loss or damage arising from the lack of repair for that part, the agreement and a copy of the by-law authorizing the agreement may be registered in the proper land registry office for the area in which the highway is located.

AND WHEREAS pursuant to subsection 29.1(2) of the Municipal Act, RSO 2001, If municipalities enter into an agreement under subsection (1), each municipality has jurisdiction over that part of the highway that it has agreed to keep in repair and is liable for any damages that arise from failure to keep the highway in repair and the other municipality is relieved from all liability in respect of the repair of that part.

AND WHEREAS Ontario Regulation 239/02 as amended from time to time and made pursuant to the Municipal Act has set Minimum Maintenance Standards for Municipal Highways to which the highways covered by this Agreement are to be maintained

NOW THEREFORE in consideration of the covenants contained herein and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree each with the other as follows:

1. All new entrances shall be installed under the supervision of the respective Municipality's Public Works Department. Each applicant shall be responsible for obtaining a proper entrance permit from the respective Municipality.
2. It is understood by both parties that Admaston/Bromley shall be responsible for the routine maintenance of the width of the boundary road allowance to 1123 Golf Course Road (last driveway), while Horton shall be responsible for the routine maintenance of the width of the boundary road allowance from the entrance of the Renfrew Gold Club to the gate at the Aggregate Pit. It is understood that Horton may contract a third party to maintain the width of the boundary road allowance from the entrance of the Renfrew Golf Club to the gate of the Aggregate Pit. The Municipalities agree that the value of the respective routine maintenance for the road as identified in Appendix A will be approximately equal and logistically practical. By performing these respective works no invoicing or exchange of funds shall occur by either Municipality for costs incurred.
3. It is understood by both parties that Horton shall be responsible for the repair of the width of the boundary road allowance for Golf Course Road for a term of 25 (twenty-five) years as the road reconstructed in 2022 was a cost sharing agreement that saw a significant improvement to the boundary road and the new

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reconstructed Golf Course Road is to last 25 (twenty-five) to 30 (thirty) years. Horton shall be responsible for the repair of Golf Course Road until 2047.

4. Any works for which cost sharing is being sought shall not be undertaken until such time as the works and funding are approved by each Municipality.
5. Routine Maintenance includes – snow removal, sanding, grass cutting, brushing patching, sign maintenance, replacement of culverts outside of planned Capital, emergency repairs and road patrols. A copy of each Road Patrol Report shall be available upon request.
6. The Parties hereto agree that should emergency works, or action be required due to a compromise of the highways and bridges set out in Appendix A by others, the party hereto first notified of the compromise of the highway or bridge by emergency services (police, fire, etc.) shall, without delay make the area safe, notify the Municipality assigned the Boundary Road and stay on site until they arrive so that they may undertake the emergency work. By performing these respective works no invoicing or exchange of funds shall occur by either Municipality for costs incurred.
7. If the construction is a result of development and population growth, the developing Municipality may undertake, cause, or permit to be undertaken such construction on the following terms:
 - a) The developing Municipality shall give the other Municipality at least eight (8) weeks written notice prior to the commencement of such construction.
 - b) The other Municipality shall bear none of the costs relating directly to such construction.
8. Should any of the highways or bridges included in Appendix A be obstructed (water over the road, tree fall, downed hydro lines, etc.) in any manner that affects public safety, the party hereto first notified of the obstruction of the highway or bridge by emergency services (police, fire, etc.) or after becoming aware of the obstruction by other means, shall, without delay make the area safe, notify the Municipality assigned the Boundary Road and stay on site until they arrive so that they may undertake the removal of the obstruction and/or close the road to traffic and pedestrians. If the obstruction is minor either Municipality may remove the obstruction as a courtesy but must notify the other Municipality of the removal. By performing these respective works no invoicing or exchange of funds shall occur by either Municipality for costs incurred.
9. TOARC payments from production at the proposed aggregate pit on Golf Course Road shall be placed in a Reserve Account by Horton for the eventual reconstruction of Golf Course Road in 2047 or used for any repairs required to keep the road at the standard required. The Township of Horton shall retain 10% of the TOARC payments annually for administrative costs. Horton shall send annual statements to Admaston/Bromley of this reserve account.
10. Horton shall maintain and keep in full force and effect at its own expense a policy of general public liability, property damage and environmental insurance with respect to its obligation for the maintenance of the highways and bridges set out in Appendix A hereto protecting against claims for personal injury, death and property damage resulting from failure to repair or maintain the said highways and bridges in which the limits shall be not less than twenty million dollars (\$20,000,000) in respect of injury or death of a single person, for each occurrence and not less than twenty million dollars (\$20,000,000) in respect of property damage. The policy shall name Admaston/Bromley as an additional insured and Horton shall provide a certificate of such insurance coverage to Admaston/Bromley throughout the term of this agreement and any renewal thereof and further provide Admaston/Bromley within 30 days prior written notice of any cancellation or material change in risk which could diminish the aforesaid coverage.
11. Admaston/Bromley shall maintain and keep in full force and effect at its own expense a policy of general public liability, property damage and environmental

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insurance with respect to its obligation for the maintenance of the highways and bridges set out in Appendix A hereto protecting against claims for personal injury, death and property damage resulting from failure to repair or maintain the said highways and bridges in which the limits shall be not less than twenty million dollars (\$20,000,000) in respect of injury or death of a single person, for each occurrence and not less than twenty million dollars (\$20,000,000) in respect of property damage. The policy shall name Horton as an additional insured and Admaston/Bromley shall provide a certificate of such insurance coverage to Horton throughout the term of this agreement and any renewal thereof and further provide Horton within 30 days prior written notice of any cancellation or material change in risk which could diminish the aforesaid coverage.

12. The Parties shall maintain and keep in full force and effect at its own expense a Standard Form Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than ten million dollars (\$10,000,000) per occurrence for Third Party Liability in respect of the use or operation of vehicles owned, operated or leased by Parties.
13. The Parties insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the Parties.
14. This agreement shall be in force for a period of ten (10) years from _____, 2022 to _____, 2032 and may be renewed for another period not to exceed ten (10) years by resolution of the Councils of both Corporations as found necessary and it may be amended or changed by resolution of the Councils of both Corporations, as mutually agreed upon.
15. In the event that either party receives a Statement of Claim, Notice of Claim or other information regarding a pending or possible claim by a third party with respect to liability for failure to keep the highway in repair or for damages or injuries sustained relating thereto, such party shall immediately notify the other party in writing of such claim or Notice of Claim. In the event that a legal proceeding is commenced by a third party, each of the Parties to this Agreement shall provide for its own legal representation as it sees fit.
16. Each of the parties hereby undertake to save harmless and agree to indemnify the other against all claims and demands for damage, losses, costs, charges and expenses which the other municipality may sustain, incur, or be liable for arising from the lack of repair of any portion of any of the highways for which the Municipality has assumed sole responsibility under this agreement.

IN WITNESS WHEREOF both Corporations have hereunto affixed their Corporate Seals duly attested by the hands of their proper signing officers in that behalf.

SIGNED, SEALED AND DELIVERED

THE TOWNSHIP OF HORTON

PER:

David Bennett, Mayor

Hope Dillabough, CAO/Clerk

THE TOWNSHIP OF ADMASTON/BROMLEY

PER:

Michael Donohue, Mayor

Jennifer Charkavi, CAO/Clerk



Appendix A

TOWNSHIP	OPEN / UNOPENED	MAINTAINED / NOT MAINTAINED	ROAD	FROM	TO	DISTANCE
See Map #1 Golf Course Road Allowance A						
Horton	Unopened	Not Maintained at this time	Golf Course Road Allowance between Admaston Bromley and Horton	Highway 60 Lat: 45.50556 N Long: 76.75154 W	Golf Course Road Lat: 45.51013 N Long: 76.75714 W	1 km
See Map # 1B Golf Course Road Allowance B						
Horton	Unopened	Not Maintained at this time	Golf Course Road Allowance Between Admaston Bromley and Horton	Golf Course Road Lat: 45.51359 N Long: 76.76146 W	Admaston/Bromley Municipal Boundary Lat: 45.52810 N Long: 76.77970 W	4.5 km
See Map # 1C Golf Course Road						
Admaston/ Bromley	Opened	Maintained	Golf Course Road	Highway 60 Lat: 45.50782 N Long: 76.75964 W	Golf Course Road Lat: 45.51284 N Long: 76.76041 W	700 m
Map's Source: https://renfrewcounty.geocortex.com/Html5Viewer/Index.html?viewer=GisViewer#						

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Map #1 Golf Course Road Allowance A



Map # 1B Golf Course Road Allowance B



Map # 1C Golf Course Road



[RETURN TO AGENDA](#)

**Schedule "B" to By-Law 2022-xx
McBRIDE ROAD**

This Agreement made in duplicate this ____ day of _____, 2022

BETWEEN:

The Corporation of the Township of Horton
hereinafter called "Horton" of the first part

AND

The Corporation of the Township of Admaston/Bromley
hereinafter called "Admaston/Bromley" of the second part

WHEREAS Horton and Admaston/Bromley are desirous to enter into an agreement regulating the maintenance and repair of the boundary highways over which they have joint jurisdiction in accordance with the Municipal Act, 2001, (S.O. 2001, C.25) Section 29 Boundary Lines, as amended;

AND WHEREAS Section 29.1(1) of the Municipal Act RSO 2001 states that if municipalities having joint jurisdiction over a boundary line highway enter into an agreement under which each municipality agrees to keep any part of the highway in repair for its whole width and to indemnify the other municipality from any loss or damage arising from the lack of repair for that part, the agreement and a copy of the by-law authorizing the agreement may be registered in the proper land registry office for the area in which the highway is located.

AND WHEREAS pursuant to subsection 29.1(2) of the Municipal Act, RSO 2001, If municipalities enter into an agreement under subsection (1), each municipality has jurisdiction over that part of the highway that it has agreed to keep in repair and is liable for any damages that arise from failure to keep the highway in repair and the other municipality is relieved from all liability in respect of the repair of that part.

AND WHEREAS Ontario Regulation 239/02 as amended from time to time and made pursuant to the Municipal Act has set Minimum Maintenance Standards for Municipal Highways to which the highways covered by this Agreement are to be maintained

NOW THEREFORE in consideration of the covenants contained herein and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree each with the other as follows:

1. All new entrances shall be installed under the supervision of the respective Municipality's Public Works Department. Each applicant shall be responsible for obtaining a proper entrance permit from the respective Municipality.
2. It is understood by both parties that the maintaining Municipality shall be responsible for repairs and maintenance of the entire width of the boundary road allowance. The Municipalities agree that the value of the respective routine maintenance and repair for the road as identified in Appendix A and B will be approximately equal and logistically practical. By performing these respective works no invoicing or exchange of funds shall occur by either Municipality for costs incurred.
3. Any works for which cost sharing is being sought shall not be undertaken until such time as the works and funding are approved by each Municipality.

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4. It shall be Horton's responsibility to maintain and keep in good repair those portions of the highway forming the boundary line between the Township of Admaston/Bromley and the Township of Horton identified in Appendix A.
 - a) Maintenance includes – snow removal, sanding, grass cutting, brushing, patching, sign maintenance, replacement of culverts outside of planned Capital, emergency repairs and road patrols. A copy of each Road Patrol Report shall be available upon request.
5. Prior to any planned Capital Improvements, on the McBride Road, the Municipality proposing the work will notify the other Municipality one year in advance of the work to allow for appropriate Council budget approvals. Notwithstanding that all efforts will be made to reach an agreement on a mutually beneficial Capital Improvement, if one Municipality does not agree to proceed with a project, the project will not proceed.
6. Capital includes additional granular, preventative road deterioration treatments, complete road reconstruction and replacement of all necessary infrastructure.
7. Each Municipality shall aspire to plan Capital works, in line with their respective Capital Roads Rehabilitation Forecasting Plan and communicate said plan with the other Municipality when a Boundary Road is added.
8. Should a capital project be required, both municipalities will meet to develop a draft agreement for the capital project.
9. The Parties hereto agree that should emergency works, or action be required due to a compromise of the highways and bridges set out in Appendix A, the party hereto first notified of the compromise of the highway or bridge by emergency services (police, fire, etc.) shall, without delay make the area safe, notify the Municipality assigned the Boundary Road and stay on site until they arrive so that they may undertake the emergency work. By performing these respective works no invoicing or exchange of funds shall occur by either Municipality for costs incurred.
10. If the construction is a result of development and population growth, the developing Municipality may undertake, cause, or permit to be undertaken such construction on the following terms:
 - a) The developing Municipality shall give the other Municipality at least eight (8) weeks written notice prior to the commencement of such construction.
 - b) The other Municipality shall bear none of the costs relating directly to such construction.
11. Should any of the highways or bridges included in Appendix A be obstructed (water over the road, tree fall, downed hydro lines, etc.) in any manner that affects public safety, the party hereto first notified of the obstruction of the highway or bridge by emergency services (police, fire, etc.) or after becoming aware of the obstruction by other means, shall, without delay make the area safe, notify the Municipality assigned the Boundary Road and stay on site until they arrive so that they may undertake the removal of the obstruction and/or close the road to traffic and pedestrians. If the obstruction is minor either Municipality may remove the obstruction as a courtesy but must notify the other Municipality of the removal. By performing these respective works no invoicing or exchange of funds shall occur by either Municipality for costs incurred.
12. Horton shall maintain and keep in full force and effect at its own expense a policy of general public liability, property damage and environmental insurance with respect to its obligation for the maintenance of the highways and bridges set out in Appendix A hereto protecting against claims for personal injury, death and property damage resulting from failure to repair or maintain the said highways and bridges in which the limits shall be not less than twenty million dollars (\$20,000,000) in respect of injury or death of a single person, for each occurrence and not less than twenty million dollars (\$20,000,000) in respect of property damage. The policy shall name Admaston/Bromley as an additional

insured and Horton shall provide a certificate of such insurance coverage to Admaston/Bromley throughout the term of this agreement and any renewal thereof and further provide Admaston/Bromley within 30 days prior written notice of any cancellation or material change in risk which could diminish the aforesaid coverage.

13. Admaston/Bromley shall maintain and keep in full force and effect at its own expense a policy of general public liability, property damage and environmental insurance with respect to its obligation for the maintenance of the highways and bridges set out in Appendix A hereto protecting against claims for personal injury, death and property damage resulting from failure to repair or maintain the said highways and bridges in which the limits shall be not less than twenty million dollars (\$20,000,000) in respect of injury or death of a single person, for each occurrence and not less than twenty million dollars (\$20,000,000) in respect of property damage. The policy shall name Horton as an additional insured and Admaston/Bromley shall provide a certificate of such insurance coverage to Horton throughout the term of this agreement and any renewal thereof and further provide Horton within 30 days prior written notice of any cancellation or material change in risk which could diminish the aforesaid coverage.
14. The Parties shall maintain and keep in full force and effect at its own expense a Standard Form Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than ten million dollars (\$10,000,000) per occurrence for Third Party Liability in respect of the use or operation of vehicles owned, operated or leased by Parties.
15. The Parties insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the Parties.
16. This agreement shall be in force for a period of ten (10) years from _____, 2022 to _____, 2032 and may be renewed for another period not to exceed ten (10) years by resolution of the Councils of both Corporations as found necessary and it may be amended or changed by resolution of the Councils of both Corporations, as mutually agreed upon.
17. In the event that either party receives a Statement of Claim, Notice of Claim or other information regarding a pending or possible claim by a third party with respect to liability for failure to keep the highway in repair or for damages or injuries sustained relating thereto, such party shall immediately notify the other party in writing of such claim or Notice of Claim. In the event that a legal proceeding is commenced by a third party, each of the Parties to this Agreement shall provide for its own legal representation as it sees fit.
18. Each of the parties hereby undertake to save harmless and agree to indemnify the other against all claims and demands for damage, losses, costs, charges and expenses which the other municipality may sustain, incur, or be liable for arising from the lack of repair of any portion of any of the highways for which the Municipality has assumed sole responsibility under this agreement.

IN WITNESS WHEREOF both Corporations have hereunto affixed their Corporate Seals duly attested by the hands of their proper signing officers in that behalf.

SIGNED, SEALED AND DELIVERED

THE TOWNSHIP OF HORTON

PER:

David Bennett, Mayor

Hope Dillabough, CAO/Clerk

THE TOWNSHIP OF ADMASTON/BROMLEY

PER:

Michael Donohue, Mayor

Jennifer Charkavi, CAO/Clerk



Appendix A

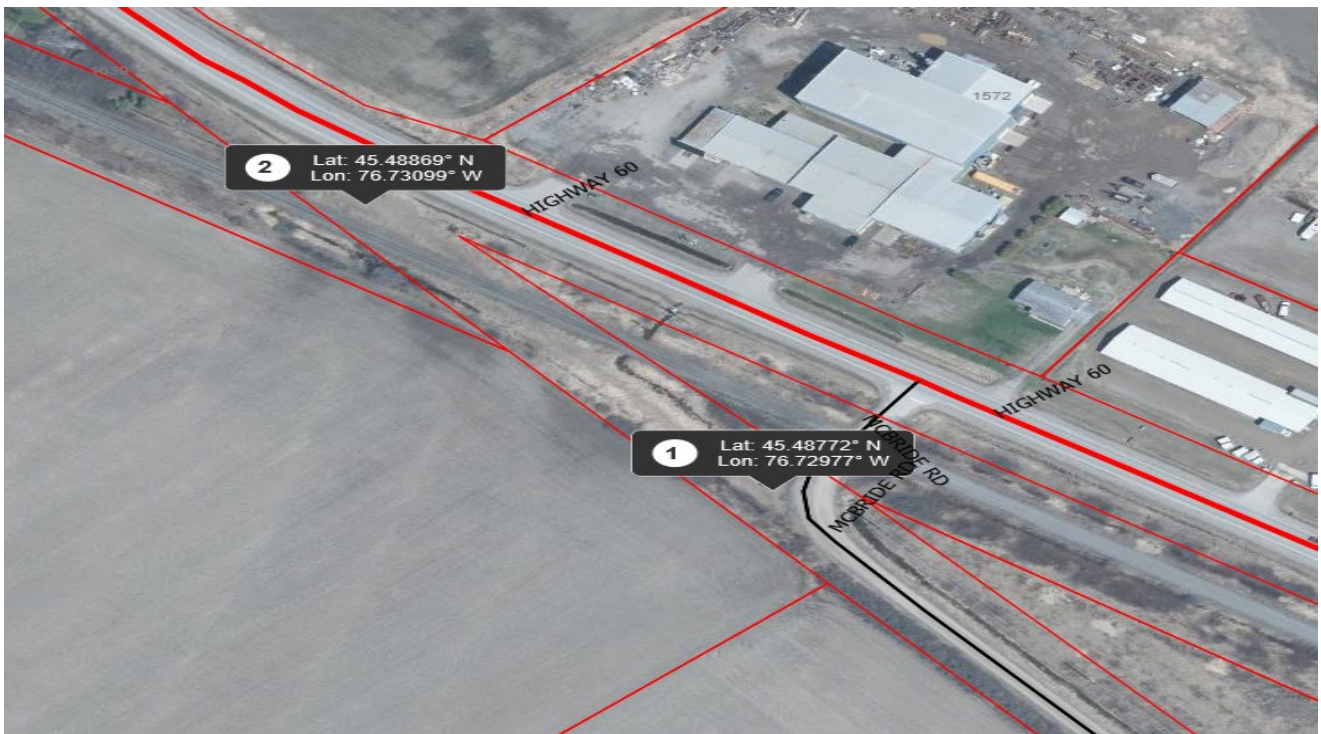
TOWNSHIP	OPEN / UNOPENED	MAINTAINED / NOT MAINTAINED	ROAD	FROM	TO	Length of Road
See Map # 1 McBride Road						
HORTON	Opened	Maintained	McBride Road	The Bonnechere River High Water Mark Lat: 45.47422 N Long: 76.71271 W	Highway 60 Lat: 45.48796 N Long: 76.72946 W	2.0 km
See Map #1B McBride Road Allowance						
HORTON	Unopened	Not Maintained	McBride Road Allowance Between Admaston/Bromley and Horton	McBride Road Lat: 45.48772 N Long: 76.72977 W	Highway 60 Lat: 45.48869 N Long: 76.73099 W	190 m
Map Source: https://renfrewcounty.geocortex.com/Html5Viewer/Index.html?viewer=GisViewer#						
ADMASTON/ BROMLEY	Not Maintained					0 m

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Map # 1 McBride Road



Map # 1B McBride Road Allowance



[RETURN TO AGENDA](#)

**Schedule "C" to By-Law 2022-xx
BLACKBURN ROAD**

This Agreement made in duplicate this ____ day of _____, 2022

BETWEEN:

The Corporation of the Township of Horton
hereinafter called "Horton" of the first part

AND

The Corporation of the Township of Admaston/Bromley
hereinafter called "Admaston/Bromley" of the second part

WHEREAS Horton and Admaston/Bromley are desirous to enter into an agreement regulating the maintenance and repair of the boundary highways over which they have joint jurisdiction in accordance with the Municipal Act, 2001, (S.O. 2001, C.25) Section 29 Boundary Lines, as amended;

AND WHEREAS Section 29.1(1) of the Municipal Act RSO 2001 states that if municipalities having joint jurisdiction over a boundary line highway enter into an agreement under which each municipality agrees to keep any part of the highway in repair for its whole width and to indemnify the other municipality from any loss or damage arising from the lack of repair for that part, the agreement and a copy of the by-law authorizing the agreement may be registered in the proper land registry office for the area in which the highway is located.

AND WHEREAS pursuant to subsection 29.1(2) of the Municipal Act, RSO 2001, If municipalities enter into an agreement under subsection (1), each municipality has jurisdiction over that part of the highway that it has agreed to keep in repair and is liable for any damages that arise from failure to keep the highway in repair and the other municipality is relieved from all liability in respect of the repair of that part.

AND WHEREAS Ontario Regulation 239/02 as amended from time to time and made pursuant to the Municipal Act has set Minimum Maintenance Standards for Municipal Highways to which the highways covered by this Agreement are to be maintained

NOW THEREFORE in consideration of the covenants contained herein and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree each with the other as follows:

1. All new entrances shall be installed under the supervision of the respective Municipality's Public Works Department. Each applicant shall be responsible for obtaining a proper entrance permit from the respective Municipality.
2. It is understood by both parties that the maintaining Municipality shall be responsible for repairs and maintenance of the entire width of the boundary road allowance. The Municipalities agree that the value of the respective routine maintenance and repair for the road as identified in Appendix A will be approximately equal and logistically practical. By performing these respective works no invoicing or exchange of funds shall occur by either Municipality for costs incurred.
3. Any works for which cost sharing is being sought shall not be undertaken until such time as the works and funding are approved by each Municipality.

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4. It shall be Horton's responsibility to maintain and keep in good repair those portions of the highway forming the boundary line between the Township of Admaston/Bromley and the Township of Horton identified in Appendix A.
 - a) Maintenance includes – snow removal, sanding, grass cutting, brushing patching, sign maintenance, replacement of culverts outside of planned Capital, emergency repairs and road patrols. A copy of each Road Patrol Report shall be available upon request.
5. It shall be Admaston/Bromley's responsibility to maintain and keep in good repair those portions of the highway forming the boundary line between the Township of Admaston/Bromley and the Township of Horton identified in Appendix A.
 - a) Maintenance includes – snow removal, sanding, grass cutting, brushing patching, sign maintenance, replacement of culverts outside of planned Capital, emergency repairs and road patrols. A copy of each Road Patrol Report shall be available upon request.
6. Prior to any planned Capital Improvements, on the Boundary Road, the Municipality proposing the work will notify the other Municipality one year in advance of the work to allow for appropriate Council budget approvals of equal shared costs. Notwithstanding that all efforts will be made to reach an agreement on a mutually beneficial Capital Improvement, if one Municipality does not agree to proceed with a project, the project will not proceed.
7. Capital includes additional granular, preventative road deterioration treatments, complete road reconstruction and replacement of all necessary infrastructure.
8. Each Municipality shall aspire to plan Capital works, in line with their respective Capital Roads Rehabilitation Forecasting Plan and communicate said plan with the other Municipality when a Boundary Road is added.
9. Should a capital project be required, both municipalities will meet to develop a draft agreement for the capital project.
10. The Parties hereto agree that should emergency works, or action be required due to a compromise of the highways and bridges set out in Appendix A, the party hereto first notified of the compromise of the highway or bridge by emergency services (police, fire, etc.) shall, without delay make the area safe, notify the Municipality assigned the Boundary Road and stay on site until they arrive so that they may undertake the emergency work. By performing these respective works no invoicing or exchange of funds shall occur by either Municipality for costs incurred.
11. If the construction is a result of development and population growth, the developing Municipality may undertake, cause, or permit to be undertaken such construction on the following terms:
 - a) The developing Municipality shall give the other Municipality at least eight (8) weeks written notice prior to the commencement of such construction.
 - b) The other Municipality shall bear none of the costs relating directly to such construction.
12. Should any of the highways or bridges included in Appendix A be obstructed (water over the road, tree fall, downed hydro lines, etc.) in any manner that affects public safety, the party hereto first notified of the obstruction of the highway or bridge by emergency services (police, fire, etc.) or after becoming aware of the obstruction by other means, shall, without delay make the area safe, notify the Municipality assigned the Boundary Road and stay on site until they arrive so that they may undertake the removal of the obstruction and/or close the road to traffic and pedestrians. If the obstruction is minor either Municipality may remove the obstruction as a courtesy but must notify the other Municipality of the removal. By performing these respective works no invoicing or exchange of funds shall occur by either Municipality for costs incurred.

13. Horton shall maintain and keep in full force and effect at its own expense a policy of general public liability, property damage and environmental insurance with respect to its obligation for the maintenance of the highways and bridges set out in Appendix A hereto protecting against claims for personal injury, death and property damage resulting from failure to repair or maintain the said highways and bridges in which the limits shall be not less than twenty million dollars (\$20,000,000) in respect of injury or death of a single person, for each occurrence and not less than twenty million dollars (\$20,000,000) in respect of property damage. The policy shall name Admaston/Bromley as an additional insured and Horton shall provide a certificate of such insurance coverage to Admaston/Bromley throughout the term of this agreement and any renewal thereof and further provide Admaston/Bromley within 30 days prior written notice of any cancellation or material change in risk which could diminish the aforesaid coverage.
14. Admaston/Bromley shall maintain and keep in full force and effect at its own expense a policy of general public liability, property damage and environmental insurance with respect to its obligation for the maintenance of the highways and bridges set out in Appendix A hereto protecting against claims for personal injury, death and property damage resulting from failure to repair or maintain the said highways and bridges in which the limits shall be not less than twenty million dollars (\$20,000,000) in respect of injury or death of a single person, for each occurrence and not less than twenty million dollars (\$20,000,000) in respect of property damage. The policy shall name Horton as an additional insured and Admaston/Bromley shall provide a certificate of such insurance coverage to Horton throughout the term of this agreement and any renewal thereof and further provide Horton within 30 days prior written notice of any cancellation or material change in risk which could diminish the aforesaid coverage.
15. The Parties shall maintain and keep in full force and effect at its own expense a Standard Form Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than ten million dollars (\$10,000,000) per occurrence for Third Party Liability in respect of the use or operation of vehicles owned, operated or leased by Parties.
16. The Parties insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the Parties.
17. This agreement shall be in force for a period of ten (10) years from _____, 2022 to _____, 2032 and may be renewed for another period not to exceed ten (10) years by resolution of the Councils of both Corporations as found necessary and it may be amended or changed by resolution of the Councils of both Corporations, as mutually agreed upon.
18. In the event that either party receives a Statement of Claim, Notice of Claim or other information regarding a pending or possible claim by a third party with respect to liability for failure to keep the highway in repair or for damages or injuries sustained relating thereto, such party shall immediately notify the other party in writing of such claim or Notice of Claim. In the event that a legal proceeding is commenced by a third party, each of the Parties to this Agreement shall provide for its own legal representation as it sees fit.
19. Each of the parties hereby undertake to save harmless and agree to indemnify the other against all claims and demands for damage, losses, costs, charges and expenses which the other municipality may sustain, incur, or be liable for arising from the lack of repair of any portion of any of the highways for which the Municipality has assumed sole responsibility under this agreement.

IN WITNESS WHEREOF both Corporations have hereunto affixed their Corporate Seals duly attested by the hands of their proper signing officers in that behalf.

SIGNED, SEALED AND DELIVERED

THE TOWNSHIP OF HORTON

PER:

David Bennett, Mayor

Hope Dillabough, CAO/Clerk

THE TOWNSHIP OF ADMASTON/BROMLEY

PER:

Michael Donohue, Mayor

Jennifer Charkavi, CAO/Clerk



Appendix A

	OPEN / UNOPENED	MAINTAINED / NOT MAINTAINED	ROAD	FROM	TO	DISTANCE
See Map # 1 Blackburn Road and Allowance (West)						
HORTON	Opened	Maintained	Blackburn Road	Pucker Street Lat: 45.44738 N Long: 76.67957 W	Blackburn Road Dead End (West) Lat: 45.44785 N Long: 76.68012 W	7 m
HORTON	Unopened	Not Maintained	Blackburn Road Allowance between Admaston Bromley and Horton	Blackburn Road Dead End (West) Lat: 45.44785 N Long: 76.68012 W	Town of Renfrew Boundary Lat: 45.45139 N Long: 76.68442 W	110 m
ADMASTON/ BROMLEY	Unopened	Not Maintained	Blackburn Road Allowance between Admaston Bromley and Horton	Admaston/Bromley Municipal Boundary Lat: 45.43607 N Long: 76.66297 W	Blackburn Road Lat: 45.44278 N Long: 76*67329 W	130 m
ADMASTON/ BROMLEY	Opened	Maintained	Blackburn Road	Blackburn Road Lat: 45.44278 N Long: 76.67329 W	Pucker Street Lat: 45.44728 N Long: 76.67936 W	650 m
Map Source: https://renfrewcounty.geocortex.com/Html5Viewer/Index.html?viewer=GisViewer#						

RETURN TO AGENDA

Map # 1 Blackburn Road and Allowance (West)



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Map # 2 Blackburn Road and Allowance



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THE CORPORATION OF THE TOWNSHIP OF HORTON

BY-LAW NO. 2022-20

BEING A BY-LAW TO AUTHORIZE THE CORPORATION OF THE TOWNSHIP OF HORTON TO ENTER INTO AN AGREEMENT WITH ERIC AND MARION DRAPER TO PERMIT THEIR EXISTING DWELLING TO BE USED AS A TEMPORARY RESIDENCE WHILE A NEW DWELLING IS BEING CONSTRUCTED

WHEREAS Section 10(1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended authorizes a municipality to provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS The Council of the Township of Horton has reviewed the attached agreement and is of the opinion that the attached agreement is desirable.

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

1. **THAT** the Mayor and CAO/Clerk be and are hereby authorized and directed to execute the attached agreement to this By-Law on behalf of the Corporation of the Township of Horton and to affix to it the corporate seal of the Corporation of the Township of Horton.
2. **THAT** this agreement attached hereto as 'Appendix 1' shall form a part of this By-Law.
3. **THAT** this By-law shall come into force and take effect upon the date of the final passing thereof.
4. **BE IT FURTHER ENACTED**, that all By-Laws or parts thereof, and all or any Resolutions of Council contrary thereto, or inconsistent herewith, be and the same are hereby repealed.

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

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

MAYOR David M. Bennett

CAO/Clerk Hope Dillabough

RETURN TO AGENDA

'APPENDIX 1'

AGREEMENT

BETWEEN:

The Corporation of the Township of Horton
Herein referred to as "the Municipality"

-and-

Eric Draper and Marion Draper
Herein referred to as "the Owner"

WHEREAS the Owner is the owner of lands legally described as Concession 8 Part of Lot 11 in the Township of Horton and located at 4420 River Road.

AND WHEREAS the Owner wishes to construct a new dwelling on the said property while continuing to use the existing dwelling as a temporary residence until the new dwelling is completed and an occupancy permit has been obtained.

AND WHEREAS the Parties have agreed to enter into an agreement providing for the temporary use of the existing dwelling, for a limited period of time, while a new dwelling is being constructed after which the existing dwelling will be removed at the expense of the Owner.

THEREFORE IN CONSIDERATION of the Municipality allowing the existing dwelling to remain on the property, the Parties hereto agree as follows:

1. The Owner agrees that the existing dwelling is a temporary residence only and that constructing a new dwelling on the same property is non-conforming and in violation of Municipal By-Laws.
2. The Owner agrees that the existing dwelling will be demolished to the satisfaction of the Chief Building Official no later than two months after an occupancy permit has been issued for the new dwelling. If a later date is required, an extension must be given in writing by the Chief Building Official, the decision being exclusively within the discretion of the Chief Building Official for the Municipality. A demolition permit must be obtained prior to demolishing the existing dwelling.
3. The Owner agrees to submit a certified cheque in the amount of \$4,000.00 payable to "Township of Horton" as a security deposit. The cheque will be returned to the Owner upon written confirmation from the Chief Building Official that the said existing dwelling has been demolished and removed.
4. In the even the Owner fails to honor the terms of this Agreement, the Municipality will be at liberty to enter onto the property of the Owner and demolish the existing dwelling. All costs incurred to demolish this dwelling will be added as a lien on the property and collected in the same manner as property taxes.
5. The Owner agrees that the new dwelling will be erected on the premises in accordance with the Township of Horton's Comprehensive Zoning By-Law No. 2010-14 and all other applicable by-laws. Upon mutual consent of this agreement, the Municipality will issue all required permits once we have received the proper applications and all required documentation.
6. The Owner agrees that the Municipality may if it so desires register notice of this Agreement on the Owner's title.
7. This agreement shall ensure to the benefit of and be binding on the respective heirs, executors, administrators and assigns of each of the parties to it.

RETURN TO AGENDA

IN WITNESS WHEREOF, THE MUNICIPALITY has hereunto affixed its Corporate seal, duly attested to by the hands of its proper signing officers duly authorized in that behalf. The Owner has hereunto affixed her hand and seal.

SIGNED, SEALED AND DELIVERED

)
)
) _____
) Eric Draper
)
) _____
) Marion Draper

)
) THE CORPORATION OF THE
) TOWNSHIP OF HORTON
)
)
) _____
) MAYOR David M. Bennett
)
)
) _____
) CAO/CLERK Hope Dillabough

CORPORATION OF THE TOWNSHIP OF HORTON**BY-LAW NO. 2022-21****A BY-LAW TO CONFIRM PROCEEDINGS OF
THE COUNCIL OF THE TOWNSHIP OF HORTON
AT THE REGULAR COUNCIL MEETING HELD APRIL 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:

1. That the actions of the Council at the meeting held on the 5th day of April, 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 April, 2022.

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

MAYOR David M. Bennett

CAO/CLERK Hope Dillabough

RETURN TO AGENDA