THE CORPORATION OF THE TOWNSHIP OF HORTON
COUNCIL MEETING – FEBRUARY 10TH, 2026 – 3:00 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. MINUTES FROM PREVIOUS MEETINGS

5.1 January 12th, 2026 – Budget Workshop **PG.3**

5.2 January 13th, 2026 – Regular Council **PG.5**

6. BUSINESS ARISING FROM MINUTES

7. MAYOR PROCTOR'S ADDRESS

8. COMMITTEE REPORTS:

8.1 RECREATION COMMITTEE
- ***CHAIR HUMPHRIES***

8.1.1 Chair's Report – January 15th, 2026 **PG.9**

8.2 PROTECTIVE SERVICES COMMITTEE
- ***CHAIR CAMPBELL***

8.2.1 Chair's Report – January 22nd, 2026 **PG.11**

8.3 TRANSPORTATION & ENVIRONMENTAL SERVICES COMMITTEE
- ***CHAIR HUMPHRIES***

8.3.1 Chair's Report – January 27th, 2026 **PG.12**

8.4 GENERAL GOVERNMENT COMMITTEE
- ***CHAIR WEBSTER***

8.4.1 Chair's Report – January 12th, 2026 **PG.23**

8.4.2 Staff Report – ROMA Conference – Dillabough **PG.24**

8.4.3 Treasurer's Report **PG.26**

8.4.4 Staff Report – 2026 Budget/PSAB Report **PG.28**

8.4.5 Staff Report – 2025 Council Remuneration **PG.34**

8.4.6 Staff Report – 2025 Investment Statement **PG.36**

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9. CORRESPONDENCE SUMMARY

9.1 INFORMATION CORRESPONDENCE

9.1.1 Information Memo **PG.37**

9.2 ACTION CORRESPONDENCE – NONE

10. BY-LAWS

10.1 2026-07 Procedural By-law **PG.38**

10.2 2026-08 Non-Eligible Collection Agreement **PG.57**

10.3 2026-09 Fire Protection Grant Agreement **PG.74**

10.4 2026-10 Sums Required for 2026 **PG.95**

11. NOTICE TO FILE MOTION FOR NEXT COUNCIL MEETING – NONE

12. COUNCIL/STAFF MEMBERS CONCERNS

13. DELEGATIONS &/OR PUBLIC MEETINGS

13.1 4:00 p.m. Public Budget Meeting **PG.96**

14. RESOLUTIONS

15. IN CAMERA (Closed) SESSION (as required) – NONE

16. CONFIRMING BY-LAW 2026-11 **PG.97**

17. ADJOURNMENT

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THE CORPORATION OF THE TOWNSHIP OF HORTON

General Government Committee Meeting

January 12th, 2026
9:00 a.m.

There was a meeting of the General Government Committee held in the Municipal Chambers on Monday January 12th, 2026. Present was Mayor Daina Proctor, Deputy Mayor Tom Webster, Councillor Doug Humphries, Councillor Lane Cleroux, and Councillor Glen Campbell. Public Advisory members Susan Humphries, Steve Osipenko, and Paul Isaacs were present. Staff present was CAO/Clerk Hope Dillabough– Recording Secretary, Treasurer Nathalie Moore, Public Works Manager, Adam Knapp, and Community Liaison Officer Rachel Eden.

1. CALL TO ORDER

Chair Webster called the meeting to order at 9:01 a.m.

2. DECLARATION OF PECUNIARY INTEREST

There was no declaration of pecuniary interest.

3. MINUTES FROM PREVIOUS MEETINGS

i. December 18, 2025

Moved by Councillor Campbell
Seconded by Mayor Proctor
THAT the Committee approve the December 18th, 2025 Minutes.

Carried

4. 2026 DRAFT BUDGET PRESENTATION & CAPITAL FINANCING

Treasurer Moore presented the 2026 Draft Budget. She highlighted the grant opportunities, including Provincial and Federal funding and which applications have been applied for.

Ms. Moore reviewed the Asset Management Plan and the importance. She added that in order to align with the Township's Asset Management Plan, it is proposed to increase Reserve contributions from the historical 2% to 4.4%. She reviewed the proposed use to reserves for 2026.

Departmental budgets were reviewed and the 2026 Proposed Capital Budget was presented with the funding allocations and opportunities.

There was committee discussion regarding the public presentation and how to make the public better understand the figures and information presented and compare 2025 operating figures to 2026.

Chair Webster stated that currently the budget is being presented at a 3.15% levy increase. He reviewed the proposed use of reserves for 2026 and stated that 29.15% of the levy is pulled from the reserves to offset to save the taxpayers money. He added that per the Township's Reserve Policy, the Township is in compliance.

There was committee discussion regarding upgrading the internet with Starlink since it is currently unreliable, however it was mentioned that fibre optics should be available soon now that the conduit is in the ground. Councillor Humphries stated that the Catering Ladies would be interested in financing Starlink for the first year, which is to be discussed at the next Recreation Committee meeting and how much funds they have.

Mayor Proctor stated a vision and strategic goals need to be set for the Community Centre to be discussed and considered.

Chair Webster questioned what levy increase was going to be presented to the public. Councilor's Humphries and Campbell stated they were comfortable with the 3.15%

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presented as long as the reserves were maintained and projects were able to be funded. Mayor Proctor stated that she wanted to see the levy at 2.5% knowing that the County increase is going to be 6-7%. Councillor Cleroux agreed with the 2.5% increase.

Mayor Proctor put a motion on the table for a 2.5% levy increase.

Moved by Mayor Proctor
Seconded by Councillor Cleroux
THAT the General Government Committee agree to a 2.5% levy increase and direct staff to set a public meeting date for consideration.

Carried

5. ADJOURNMENT

Chair Webster declared the meeting adjourned at 11:24 a.m.

CHAIR Tom Webster

CAO/Clerk Hope Dillabough

THE CORPORATION OF THE TOWNSHIP OF HORTON

REGULAR COUNCIL MEETING
JANUARY 13TH, 2026

There was a Regular Meeting of Council held in the Council Chambers on Tuesday January 13th, 2026. Mayor Daina Proctor, Deputy Mayor Tom Webster, Councillor Glen Campbell, Councillor Doug Humphries, and Councillor Cleroux were present. 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 Proctor called the meeting to order at 4:00 pm.

2. LAND ACKNOWLEDGEMENT
Mayor Proctor 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 Deputy Mayor Webster **RESOLUTION NO. 2026-01**
Seconded by Councillor Humphries
THAT Council adopt the Agenda for the January 13th, 2026 Regular Council Meeting.

Carried

5. DELEGATIONS &/OR PUBLIC MEETINGS – NONE

6. MINUTES

6.1 December 16th, 2025 – Regular Meeting

Moved by Councillor Campbell **RESOLUTION NO. 2026-02**
Seconded by Councillor Cleroux
THAT Council approve the following Minutes:

- December 16th, 2025 – Regular Meeting

Carried

7. BUSINESS ARISING FROM MINUTES
There was no business arising from the minutes.

8. MAYOR PROCTOR'S ADDRESS
Mayor Proctor gave a brief update. She congratulated Deputy Fire Chief Mike Fortier and Firefighter Chris Martin for their years of service and Horton resident Kale Osipenko for being called up to the Sarnia Sting OHL hockey team. She added that Budget discussions will be occurring at County Council this week.

9. COMMITTEE REPORTS:

9.1 GENERAL GOVERNMENT COMMITTEE
Public Advisory Member Paul Isaacs was present, Susan Humphries, and Steve Osipenko sent their regrets.

9.1.1 Staff Report – Treasurer's Report
Treasurer Nathalie Moore reviewed the report.

9.1.2 Chair's Report – December 18th, 2025
CAO/Clerk Hope Dillabough reviewed the report.

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9.1.3 Staff Report – Proposed Change of Regular Meeting Schedule
CAO/Clerk Hope Dillabough reviewed the report. There was Council discussion regarding the start time of the new meeting dates. Council members were in agreeance to change the Council meetings to change the dates to the second and fourth Tuesdays of the month and to start at 3 pm.

9.1.4 Staff Report – North Horton Cemetery
CAO/Clerk Hope Dillabough reviewed the report. There was Council discussion regarding the operating and costs associated with the operations. Council members were in agreeance to start the process for transfer mutual consent of the cemetery.

9.2 TRANSPORTATION & ENVIRONMENTAL SERVICES COMMITTEE

9.2.1 Staff Report – Adopt Transportation Master Plan
Public Works Manager Adam Knapp reviewed the report.

9.3 RECREATION COMMITTEE

9.3.1 Chair's Report – December 11th, 2025
Councillor Humphries reviewed the report.

10. CORRESPONDENCE SUMMARY

10.1 INFORMATION CORRESPONDENCE – NONE

10.2 ACTION CORRESPONDENCE – NONE

11. BYLAWS

11.1 2026-01 Borrowing By-law
11.2 2026-02 Interim Taxes 2026
11.3 2026-03 Appoint Livestock Valuer
11.4 2026-04 Appoint Committee of Adjustment
11.5 2026-05 Appoint Auditors

12. NOTICE TO FILE MOTION FOR NEXT COUNCIL – NONE

13. COUNCIL/STAFF MEMBERS CONCERNS

There were no Council or Staff Members concerns.

14. RESOLUTIONS

Moved by Deputy Mayor Webster **RESOLUTION NO. 2026-03**
Seconded by Councillor Humphries
THAT Council receive the following reports as information:

- Staff Report – Treasurer's Report
- General Government Chair's Report – December 18th, 2025
- Recreation Chair's Report – December 11th, 2025

Carried

Moved by Councillor Cleroux **RESOLUTION NO. 2026-04**
Seconded by Deputy Mayor Webster
THAT Council approve a change to the regular Council meeting schedule from the 1st and 3rd Tuesday of each month to the 2nd and 4th Tuesday of each month, with meetings commencing at 3:00 p.m., effective upon approval;

AND THAT the Clerk be directed to update the Procedure By-law accordingly and provide public notice of the revised meeting schedule.

Carried

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Moved by Councillor Campbell **RESOLUTION NO. 2026-05**
Seconded by Councillor Humphries
THAT Council direct staff to continue discussions with the North Horton Cemetery Board and the Bereavement Authority of Ontario to further assess interment rights, land ownership, and begin the process of a transfer by mutual consent.

Carried

Moved by Councillor Cleroux **RESOLUTION NO. 2026-06**
Seconded by Deputy Mayor Webster
THAT Council adopt the Transportation Master Plan as drafted;

AND THAT Council Adopt appendices A through E of the Transportation Master Plan;

FURTHER THAT Council direct Staff to develop the recommended supporting policies and strategies as needed and guided by the implementation plan within the Transportation Master Plan.

Carried

Moved by Councillor Campbell **RESOLUTION NO. 2026-07**
Seconded by Councillor Cleroux
THAT Council enact the following by-laws:

- 2026-01 Borrowing By-law
- 2026-02 Interim Taxes 2026
- 2026-03 Appoint Livestock Valuer
- 2026-04 Appoint Committee of Adjustment
- 2026-05 Appoint Auditors

Carried

14. IN CAMERA (Closed) SESSION

Moved by Deputy Mayor Webster **RESOLUTION NO. 2026-08**
Seconded by Councillor Humphries
THAT Council went into a Closed Session Meeting at 4:56 p.m. to discuss the following items pursuant to Section 239(2) (b) of the Municipal Act;

- (b) Personal matters about an identifiable individual, including municipal or local board employees – Renfrew Health Services Village

- (b) Personal matters about an identifiable individual, including municipal or local board employees – Committee Correspondence

Carried

Moved by Deputy Mayor Webster **RESOLUTION NO. 2026-09**
Seconded by Councillor Humphries
THAT Council came out of Closed (In-Camera) Session at 5:58 p.m. and discussed items pursuant to Section 239(2) (b) of the Municipal Act;

- (b) Personal matters about an identifiable individual, including municipal or local board employees – Renfrew Health Services Village

- (b) Personal matters about an identifiable individual, including municipal or local board employees – Committee Correspondence

Carried

Moved by Councillor Humphries **RESOLUTION NO. 2026-10**
Seconded by Councillor Campbell
THAT Council of the Township of Horton agree to pay $36,000, as Horton's portion, to pay off the remaining debt owed, per the 2013 Funding Agreement for the Renfrew & Area Health Services Village;

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AND THAT this be funded within the 2026 Operating Budget;

AND THAT Council acknowledges the Board's agreement to cease operations and dissolve the Corporation as all outstanding and expected obligations are met;

AND FURTHER THAT this is anticipated to be the last request for funding from the Board, and if at the end of operations there are funds remaining they shall be returned to the four municipal partners equally.

Councillor Cleroux voted not in favour.
Carried

15. CONFIRMING BYLAW

Moved by Councillor Campbell **RESOLUTION NO. 2026-11**
Seconded by Deputy Mayor Webster
THAT Council enact By-law 2026-06 – Confirming By-Law.

Carried

16. ADJOURNMENT

Mayor Proctor declared the meeting adjourned at 6:00 p.m.

MAYOR Daina Proctor

CAO/CLERK Hope Dillabough

RETURN TO AGENDA

Township of Horton

COUNCIL / COMMITTEE REPORT

Title: Recreation Chair's Report – Thursday Jan 15th , 2026	**Date:**	Jan 18, 2026
	Council/Committee:	Council
	Author:	Rachel Eden Community Liaison Officer
	Department:	Recreation

RECOMMENDATIONS:

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

BACKGROUND:

KITCHEN MAKE-UP AIR SYSTEM COMMUNITY CENTRE

Mr. Knapp, Public Works Manager, concluded that staff and committee were not supportive of the high cost associated with the upgrade to the Make-Up Air System at the Community Centre. Alternative solutions are being researched, however, until a solution is found, it's recommended by Mr. Knapp no open-air grease cooking shall be performed at the community center and the commercial overhead hood shall not be used until a solution for the make-up air system is installed. A full report will be addressed through the TES Committee, or can be found in the Jan 16th Recreation Committee Meeting Minutes

NEW RECREATION COMMITTEE MEMBER

Mrs. Eden presented the Recreation Committee members with options for or against advertising for a new public advisory member. It was voted unanimously to advertise for a new member. To note, this potential new member would be estimated to begin May 2026, break for summer, and conclude October 2026 at the end of term.

WINTER CARNIVAL MARCH 7, 2026

Mrs. Eden and the recreation committee discussed plans for the upcoming Winter Carnival. We are all looking forward to our annual event.

(Secretarial Notes)

UPCOMING DATES & ONGOING PROGRAMS

– for more information contact Rachel Eden

- Jan5-Feb9: Chair Yoga – *Seniors Community Grant*

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- Jan 24-Feb8 – Learn to Skate for Kids
- Sat Feb 21: Wellness Day with NourishU Wellness – *Seniors Community Grant*
- Sat Mar 7: Winter Carnival – **council serve**
- Thurs Mar 26: Crafts, Coffee & Fraud Presentation – *Seniors Community Grant*
- Sat Mar 28: Kids Easter Day
- Sun Mar 29: Breathwork – *Seniors Community Grant*
- Wed July 1: Canada Day – **council serve**

- Horton Heritage Crafts Monday 9am-2pm
- Pickleball Mondays 6:30pm
- Jam Session Wednesdays 7pm
- Soup & Sandwich 3rd Wednesday of month 12pm-1:30pm
- Euchre every other Thursdays @ 7pm
- Story Time At Horton 2nd Friday of month 10:30am
- Various Date: Golden Age Activity Centre Programs

Prepared by: Rachel Eden, Community Liaison Officer

Reviewed by: Hope Dillabough, CAO/Clerk

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Township of Horton
COUNCIL / COMMITTEE REPORT

Title: Protective Services Committee Chair's Report – January 22, 2026	**Date:**	February 10, 2026
	Council/Committee:	Council
	Author:	Nikky Dubeau, Executive Assistant
	Department:	Protective Services

RECOMMENDATIONS:

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

BACKGROUND:

Co-Chair Cleroux welcomed committee and subsequently conducted a roundtable of introductions and explained the role of Committee Members and functions of the Committee.

Horton Fire Department Presentation
Fire Chief Cole reviewed the presentation for the committee.

Fire Chief's Report and Update
Fire Chief Cole presented his report. Public Advisory Members Jamie Lavigne and Paul Isaacs questioned about funding from the provincial government to help offset costs. Chief Cole stated that the department does already receive some as well as grants, however they are to be used for specific purchases. There was committee discussion regarding the new carbon monoxide requirements in homes. Chief Cole stated the importance of recognized standards testing agencies when purchasing detectors to ensure they meet Canadian performance standards such as Canadian Standards Association (CSA) and Underwriters Laboratories of Canada (ULC).

MLES Reports
CAO/Clerk Hope Dillabough reviewed the purpose of MLES for the Township and what they do. Councillor Cleroux requested that MLES and CEMC Steve Osipenko be invited to the next committee meeting to do presentations for the new committee members.

ALTERNATIVES: N/A

FINANCIAL IMPLICATIONS: N/A

CONSULTATIONS: N/A

Prepared by: Nikky Dubeau, Executive Assistant

Reviewed by: Hope Dillabough, CAO/Clerk

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Township of Horton
COUNCIL / COMMITTEE REPORT

Title: TES Committee Chair's Report – January 27th, 2026	**Date:**	February 10th, 2026
	Council/Committee:	Council
	Author:	Nikky Dubeau, Executive Assistant
	Department:	TES

RECOMMENDATIONS:

1. THAT Council receive the TES Committee Chair's Report as information.

2. THAT the TES Committee recommend that Council direct staff to proceed to Tender for a rink enclosure consisting of steel walls on all four sides of the outdoor arena;

   AND THAT the funding for the rink enclosure be included in the 2026 budget;

   AND FURTHER THAT Staff be directed to add the concrete pad upgrade with geotechnical study and arena board replacements into the Asset Management Plan at an estimated cost of $585,000 with a 10-year implementation lifecycle.

3. THAT the TES Committee recommend to Council to direct staff to remove the cooling specifications from the design schedule for the Make-Up Air Unit to reduce the costs of procurement;

   AND THAT Council direct the Community Liaison Officer to create and submit a business plan to Council with a focus on increasing the usage of the kitchen facilities at the Community Center;

   AND FURTHER THAT no open-air grease cooking will be performed at the Community Center and the commercial overhead hood will not be used until the Make-Up Air Unit is installed.

4. THAT the TES Committee recommend to Council to approve procuring the services of JP2G Consultants Inc. to review, revise and approve conformance to the design for the work proposed at the community center in 2026;

   AND FURTHER THAT the $43,505 including HST for the design review, revision, and conformance inspection duties performed by JP2G be from the $120,000 budgeted allotments for the kitchen make up air system for 2026.

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BACKGROUND:

Arena Enclosure

Public Works Manager Adam Knapp reviewed the report. There was Committee discussion regarding the lifespan of fencing versus steal and what would be most beneficial and useful.

Community Centre Make Up Air System

Public Works Manager Adam Knapp reviewed the report. There was committee discussion regarding alternative solutions. The committee requested that while the Make-Up Air Unit is being installed, the Community Liaison Officer and Recreation Committee create a business plan to further the use of the kitchen for rentals and events.

Community Centre Design, Review, Revision, and Conformance

Public Works Manager Adam Knapp reviewed the report.

ATTACHMENTS:

1. Staff Report – Arena Enclosure
2. Staff Report – Community Centre Make Up Air System
3. Staff Report – Community Centre Design, Review, Revision, and Conformance

Prepared by: Nikky Dubeau, Executive Assistant

Reviewed by: Hope Dillabough, CAO/Clerk

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Horton Township

Township of Horton
COUNCIL / COMMITTEE REPORT

Title: Arena Enclosure	**Date:**	**January 27th 2026**
	Council/Committee:	**TES**
	Author:	**Adam Knapp, Public Works Manager**
	Department:	**Recreation**

RECOMMENDATIONS:

THAT the TES committee recommend that Council direct staff to proceed to Tender for a rink enclosure consisting of steel walls on all 4 sides of the arena.

FURTHER THAT the funding for the rink enclosure be as proposed in the 2026 budget.

AND FURTHER THAT Staff be directed to add the concrete pad upgrade with geotechnical study and arena board replacements into the asset management plan (AMP) at an estimated cost of $585,000 with a 10-year implementation lifecycle.

BACKGROUND:

During budget deliberations on January 12th 2026 several options for enclosing the rink were discussed, from staff interpretation of that discussion the preferred option is to Frame in between piers with 2” x 4” pressure treated lumber and install like for like colored 28-gauge wall steel and frame in two Zamboni doors each end on a barn door style track system with two-man doors at the change room and penalty box to accommodate access and egress to the arena. This option offers the best protection from the elements and wildlife, which will extend the life of the building itself and its internal assets, arena boards and roof insulation, while opening up options for use year-round. The proposed installation of monitoring cameras in the facility and new LED lighting in an enclosed environment will improve visibility and further increase the safety. Enclosing the facility will eliminate the need for snow removal from the ice surface lowering staff maintenance time at the facility and eliminating exposure to the sun in the ice surface, especially in the latter portion of the season, will lengthen the skating season.

The scope of work for the concrete slab upgrade as displayed in the attached estimate is displayed below:

Scope of Work:

- Temporarily remove and store existing dasher boards.
- Supply & install new 2-inch sand mantle on existing substrate.
- Supply & install new polyethylene vapor barrier.
- Supply & install new concrete reinforcing.
- Provide concrete formwork as required.
- Supply & finish 6” concrete rink slab and curb.
- Reinstall existing dasher boards.

Enclosing the facility will fit into the discussed strategy to eventually upgrade the surface of the arena to concrete. This upgrade was estimated at $433,000.00 + HST, in 2024, for a concrete

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slab and does not include base studies or refrigeration lines. Staff recommend that the boards also be replaced and built to proper NHL specifications at that time. Staff estimated that the geotechnical study, base preparation, and board replacements would add at minimum $150,000 to this upgrade bringing the total cost of this upgrade to $583,000.

Adding this upgrade into the asset management plan with a 10-year lifecycle for implementation, fully funded by taxation, will add $58,500 in annual funding requirements and will increase our overall funding gap from 0.4% per year over 10 years to 1.09% per year over 10 years. Every addition outside of what is proposed within our current AMP will have this effect on our funding gap unless alternative funding solutions are found. All additional funding the Township is successful in receiving beside our standard yearly allotments OCIF, CCBF etc, will lower the funding gap if the funding is dedicated to assets and work within the AMP.

Proposed alternative funding solutions rather than adding it into the AMP, fully or partially, would be to dedicate funding from current fundraisers and / or to create additional recreational fund raisers that are dedicated to this upgrade while applying for grants to offset cost's as they become available.

Staff highly recommend that the project be added into the AMP either fully or partially funded so that we are able to cover our portion of the work if successful in receiving grant funding or establish a ratio of fundraising v taxation split to complete this project.

ALTERNATIVES:

The alternative solution proposed is to install steel on the South and East walls and install chain link on the North and West walls. This option offers similar benefits as the full steel enclosure at similar costs while keeping an open concept feel to the arena. The negative to this solution is the overall appearance of the building will be diminished with chain link and that the elements will still be a factor both in decline of assets and staff time to clean the surface of snow and debris.

FINANCIAL IMPLICATIONS:

~$60,000 as proposed in the 2026 budget.

ATTACHMENTS:

Troy Murdock Contracting Estimate
M and R Feeds Estimate
QUOTE_23-087 - Horton Outdoor Rink
Rink Pad Detailed Design

CONSULTATIONS:

Prepared by: Adam Knapp, Public Works Manager

Reviewed by: Hope Dillabough, CAO/Clerk

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Windows & grates will be on existing section of building to reduce the likelihood of damage

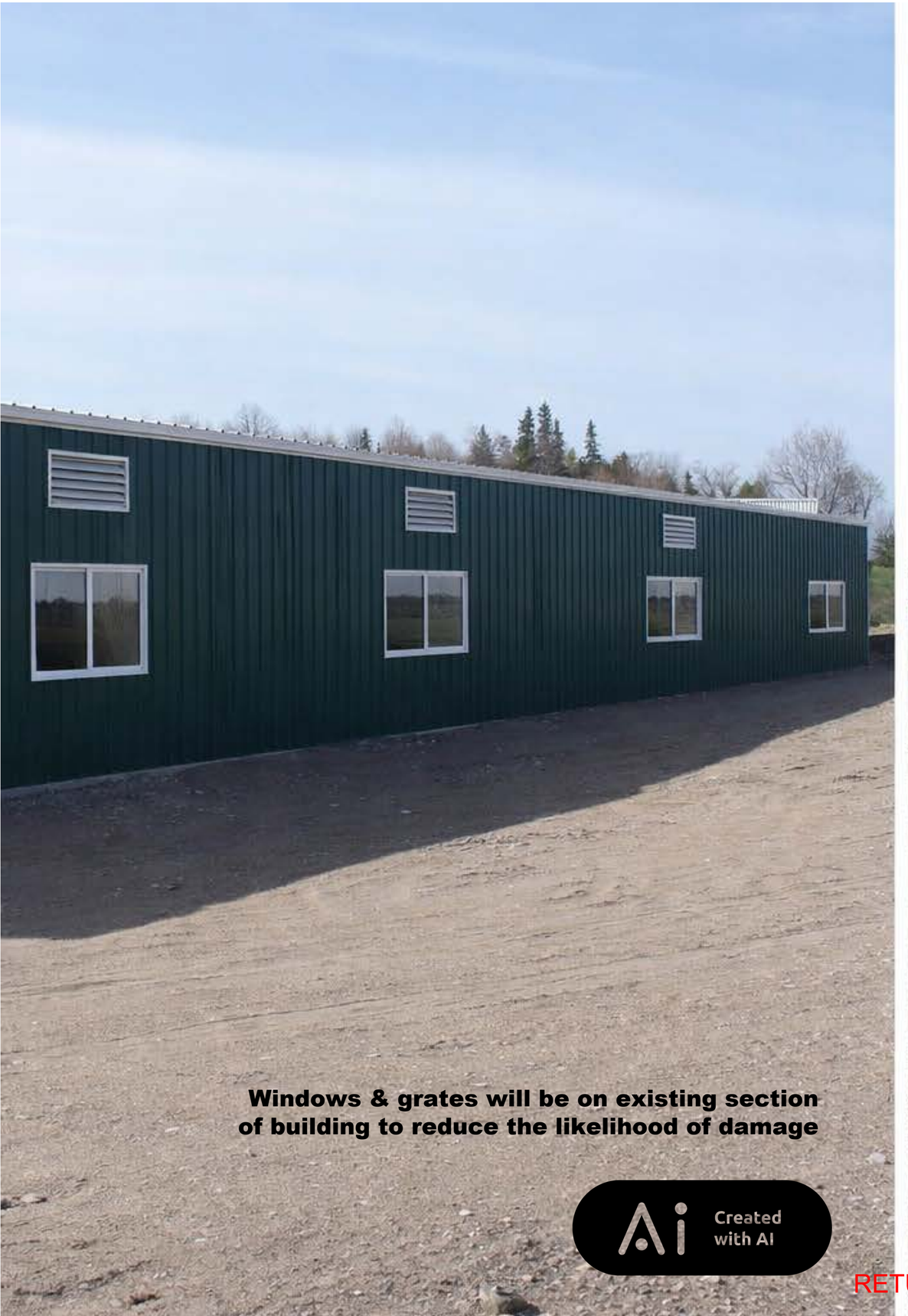
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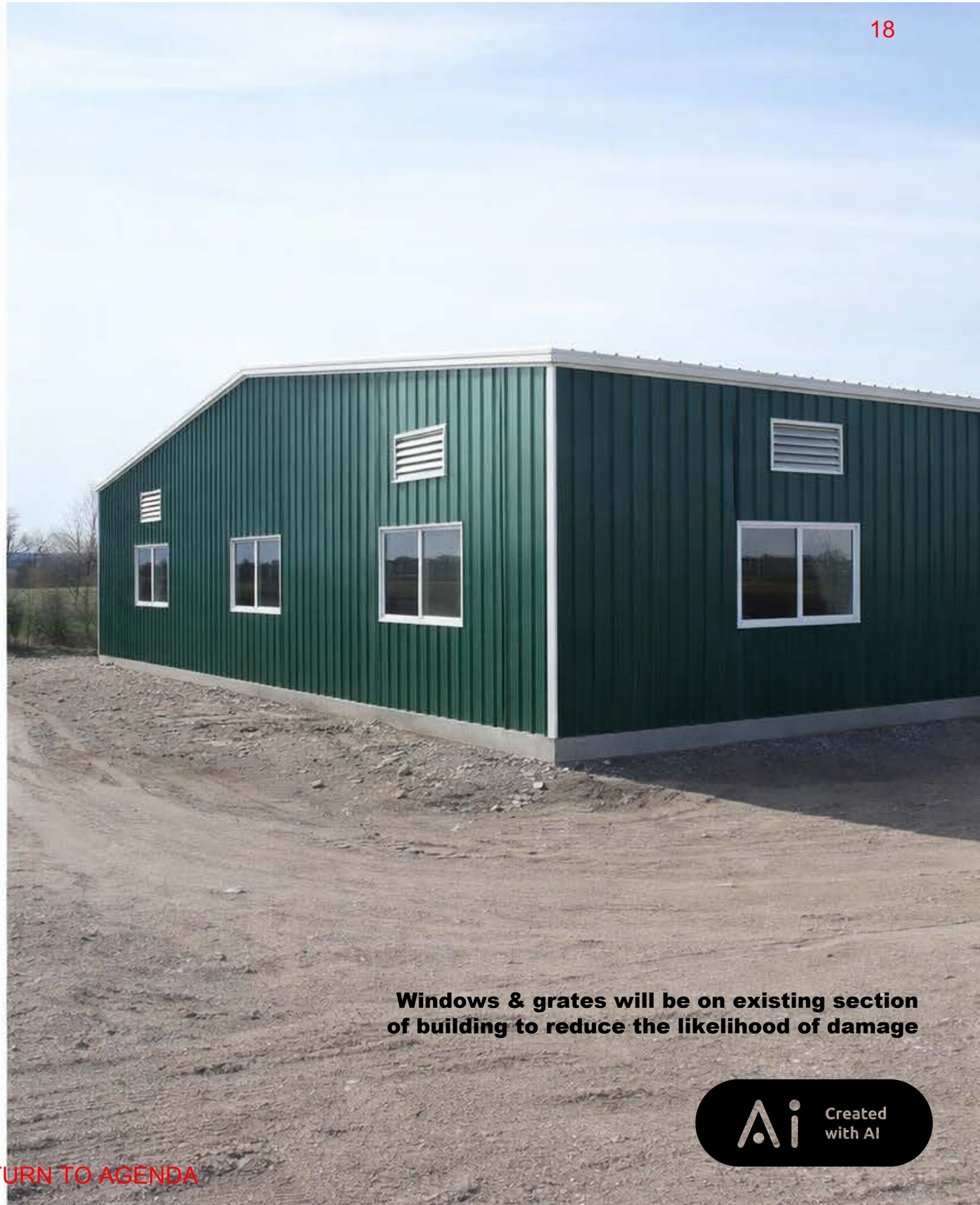
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Windows & grates will be on existing section of building to reduce the likelihood of damage

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Township of Horton
COUNCIL / COMMITTEE REPORT

Title:	Date:	January 27th 2026
Community Center Make Up Air System	Council/Committee:	TES
	Author:	Adam Knapp, Public Works Manager
	Department:	Recreation

RECOMMENDATIONS:

THAT Council direct staff to remove the cooling specifications from the design schedule for the make- up air unit (MAU) to reduce the costs of procurement.

AND THAT Council direct the Recreation Director to create and submit a business plan to Council with a focus on increasing the usage of the kitchen facilities at the Community Center.

FURTHER THAT no open-air grease cooking shall be performed at the community center and the commercial overhead hood shall not be used until the make-up air unit is installed.

BACKGROUND:

During budget deliberations staff was asked to find cost saving measures to reduce the amount of funding required for upgrades to the community center while still maintaining the current level of service. Staff initially proposed that changing from the current propane appliances to electric may avoid the need for a MAU. Staff followed up with this proposal by scheduling a meeting the Layman Fire & Safety, the Township CBO and Fire Chief to discuss alternatives solution. During this meeting, the conclusion was that as long as the deep fryer remained and cooking with grease was being performed on open air cooking surfaces that the fire suppression and venting system must remain no matter what source of heat was being used to be compliant with the Ontario Fire Code which mandates compliance with ULC (Underwriters Laboratories of Canada).

Staff also explored options for a passive (non-mechanical) solution that are not viable as they are non-compliant with Ontario building codes which state the following:

Makeup Air
(1) In ventilating systems that exhaust air to the outdoors, provisions shall be made for the admission of a supply of makeup air in sufficient quantity so that the operation of the exhaust system and other exhaust equipment or combustion equipment is not adversely affected.
Also,
(3) Where makeup air facilities are intended to introduce air directly from the outdoors to occupied parts of the building in winter, they shall incorporate means of tempering that air to maintain the indoor design temperature.

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Therefore the only viable solution to reduce cost of installing a MAU is to remove the cooling specifications from the design schedule as the building code does not require outside air introduced into the building to be cooled, only heated.

All parties agreed that the lack of a MAU is the major factor off gasses from the septic system being introduced into the Community Center building and that this creates a significant health and safety risk to the public that must be addressed.

Until the MAU is installed no open-air grease cooking shall be performed at the community center and the commercial overhead hood shall not be used. Cooking grease creates smoke in the building increasing the need to utilize the overhead fan; by reducing the need to use the fan we shall reduce the chance of introducing off gasses into the building while continuing to keep the kitchen functional in a reduced capacity. Signs should be temporarily posted in the facility until the MAU is installed. Once the MAU is installed grease cooking should still be prohibited in the facility except for under the overhead hood that is equipped with a fire suppression system.

ALTERNATIVES:

N/A

FINANCIAL IMPLICATIONS:

As proposed in the 2026 Capital Budget

ATTACHMENTS:

Community Center Retro Mechanical Design

CONSULTATIONS:

Dwayne Coulas – CBO
Nathalie Moore – Treasurer
Allan Cole – Fire Chief
Layman Fire & Safety
JP2G Consultants

Prepared by: Adam Knapp, Public Works Manager

Reviewed by: Hope Dillabough, CAO/Clerk

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Township of Horton
COUNCIL / COMMITTEE REPORT

Title:	Date:	Jan 27th 2026
Community Center Design Review, Revision, and Conformance	Council/Committee:	TES
	Author:	Adam Knapp, Public Works Manager
	Department:	Recreation

RECOMMENDATIONS:

THAT the TES committee recommend that Council approve procuring the services of JP2G Consultants Inc to review, revise and approve conformance to the design for the work proposed at the community center in 2026.

FURTHER THAT the $43,505 Inc HST for the design review, revision, and conformance inspection duties performed by JP2G be from the $120,000 budgeted allotments for the kitchen make up air system.

BACKGROUND:

Upon review of the Township's current designs it was revealed that several revisions were required to complete the work in compliance with current building codes and AODA specifications.

The revisions required are as follows:

- The current ramp design widths are not compliant with AODA specifications and needs revision.
- The community liaison director added an accessibility bench to the ease grant application that was not in the original design and needs added into the plans.
- The mechanical make-up air system needs to be reviewed for more economical options.
- The York split system condensing and split system coil units specified in the mechanical schedule are discontinued.
- The 4' x 2.5' LED high bay lights specified in the outdoor rink lighting schedule does not meet speciation's of the Save on Energy Retrofit Program for Business and Industry and needs revised so that staff can complete the funding application to cover part of the lighting replacement costs.

Further to these necessary revisions the Township is required to have a licensed Architect perform a final review of the work for general conformance with the design in accordance with the Professional Engineers of Ontario (PEO) Guidelines.

Staff recommend sole sourcing the company that completed the original design company as they are familiar with the scope of work included in the project and will produce a complete document in a timely manner.

RETURN TO AGENDA

ALTERNATIVES:

N/A

FINANCIAL IMPLICATIONS:

- $43,505 Inc HST
- Funding for the proposed as allocated in the 2026 budget for the make up air unit.

ATTACHMENTS:

25-1249A - Horton - Community Center Upgrades Fee Letter_V4

CONSULTATIONS:

Dwayne Coulas – CBO
Nathalie Moore - Treasurer
Allan Cole – Fire Chief
Layman Fire & Safety
JP2G Consultants

Prepared by: Adam Knapp, Public Works Manager

Reviewed by: Hope Dillabough, CAO/Clerk

RETURN TO AGENDA

Township of Horton
COUNCIL / COMMITTEE REPORT

Title: General Government Committee Chair's Report –January 12th, 2026	**Date:**	February 10th, 2026
	Council/Committee:	Council
	Author:	Hope Dillabough, CAO/Clerk
	Department:	General Government

RECOMMENDATIONS:

1. THAT Council receive the General Government Committee Chair's Report as information.

2. THAT the General Government Committee recommend to Council to a 2.5% levy increase and direct staff to set a public meeting date for consideration.

BACKGROUND:

Treasurer Moore presented the 2026 Draft Budget. She highlighted the grant opportunities, including Provincial and Federal funding and which applications have been applied for. The initial draft budget was present at 5.62% in December and then brought back to Committee with a 3.15% levy.

Ms. Moore reviewed the Asset Management Plan and the importance. She added that in order to align with the Township's Asset Management Plan, it is proposed to increase Reserve contributions from the historical 2% to 4.4%. She reviewed the proposed use to reserves for 2026.

Departmental budgets were reviewed and the 2026 Proposed Capital Budget was presented with the funding allocations and opportunities.

Mayor Proctor put a motion on the table for a 2.5% levy increase and it was supported. The Public Meeting date is to be set by staff.

ATTACHMENTS: None

Prepared by: Hope Dillabough, CAO/Clerk

RETURN TO AGENDA

Township of Horton
COUNCIL / COMMITTEE REPORT

Title:	Date:	February 10th, 2026
ROMA Conference Report Ontario Rural Leaders Conference	Council/Committee:	General Government
	Author:	Hope Dillabough
	Department:	Administration

RECOMMENDATIONS:

THAT Council receive the ROMA Conference Report as submitted by the CAO/Clerk.

REPORT:

I attended the ROMA (Rural Ontario Municipal Association) Conference in Toronto at the Sheraton Centre from January 18-20, 2026. There was a record number of delegates again this year, over 2000, from across Ontario. The conference focused on connecting rural voices, addressing unique community challenges, and advocating for essential services with provincial partners. The conference also emphasized building stronger rural Ontario through dialogue and collaboration.

Sessions I attended January 18th, 2026

- Zone 6 Meeting (Lunch and learn)

  All members from both Zones 5 and 6 convened for a lunch to learn about issues for consideration in both zones. Warden Jennifer Murphy, Zone 6, Board of Directors led the conversation throughout the lunch hour.

- 'The Dirt on Cemeteries'

  This session addressed that Municipalities are responsible for abandoned cemeteries within their jurisdiction. There has been a growing number of rural municipalities who have had to take responsibility for cemeteries as local places of worship are sold, often without sufficient care and maintenance funds. This session provided information and insights on municipal responsibilities for cemeteries in their community. I did note that there is training available through OAFCP which is a unified Association of Bereavement Sector Professionals Providing a Support Network of Education and Resources

- Plenary Program
  - OMERS Governance Changes
  - Opening Keynote: Chantal Hébert
  - ROMA Chair, Christa Lowry
  - AGM
  - The Hon. Rob Flack, Minister of Municipal Affairs and Housing

- Opening Reception – Exhibitor Hall – Liaised with various exhibitors

RETURN TO AGENDA

Sessions I attended January 19th

- Plenary Program

  - Chief Margaret Sault, Mississaugas of the Credit First Nation
  - Rural Infrastructure Panel: Infrastructure investment is critical to supporting growing communities, however, funding constraints severely limit rural municipalities' ability to invest in and maintain infrastructure, exacerbated by their vast geographies and small populations. This session explores and addresses rural Ontario's unique infrastructure challenges.
  - Remarks from Independent Electricity System Operator
  - The Hon. Doug Ford, Premier of Ontario

- Concurrent Sessions:

  - **Getting Accurate Information to Residents**
    Reduced civic knowledge, the decline in local journalism, and misinformation easily shared through social media are fueling incivility and toxic discourse. This session looked at strategies municipalities can use to get accurate information about municipal services and Council decisions seen and understand by residents.

  - **Unpacking the Implications of a New Code of Conduct**
    A new standardized code of conduct and an integrity commissioner process will have implications for all municipally elected officials. This was an interactive session to learn perspectives and reflection and gauge our state of readiness for this change when it happens. There were no timelines provided.

Delegation with the Ministry of Transportation

The Township of Horton held their first Delegation Meeting at the 2026 ROMA Conference, led by Mayor Proctor, with the Ministry of Transportation. It was a joint delegation led by the Township of Horton, along with the Town of Renfrew and the Township of McNab/Braeside to advocate for the twinning of Highway 17. We met with Parliamentary Assistant Ric Bresee, along with Eric Doidge, Assistant Deputy Minister, Alain Beaulie, Chief Engineer and Franca Sanchetti, Director, East Operations. The Delegation briefs are available if any Council members wish to review. There was insightful discussion among the group.

Mayor Proctor concluded the delegation and requested the following information:

1. Confirmation of the project's status within MTO's capital plan and provide a timeline for design, property and construction.

2. Establish an MTO-County-local municipal working group to coordinate corridor planning, access management, emergency planning, and communications.

3. Provide a post-ROMA written update to all councils outlining next steps, contacts, and project milestones.

Conclusion: This was a great Conference, and I plan to continue attending in the future. The sessions were educational and insightful. There were many great networking opportunities, not only for members of the County of Renfrew but I met quite a few staff and Council members from other rural municipalities. One recommendation I would make is that in the future, more members of Horton Council and additional staff attend with me. This is the opportunity to make delegation requests with various Ministries and discuss our challenges, needs and requests for Horton Township.

Prepared by: Hope Dillabough, CAO/Clerk

RETURN TO AGENDA

Township of Horton
COUNCIL / COMMITTEE REPORT

Title:	Date:	February 10, 2026
	Council/Committee:	Council
TREASURER'S REPORT	Author:	Nathalie Moore, Treasurer
	Department:	General Government

RECOMMENDATIONS:

THAT Council receive the Treasurer's Report dated February 10, 2026, as presented.

BACKGROUND:

ROMA Conference

I attended the 2026 Rural Ontario Municipal Association (ROMA) Conference in Toronto from January 18–20, which provided valuable opportunities for professional development, policy discussion, and direct engagement with provincial ministries. The conference featured delegation meetings with ministries, plenary sessions with senior provincial leaders, educational workshops, panel discussions, and networking with municipal peers. Highlights included the Zone 6 Lunch Meeting hosted by Warden Jennifer Murphy, where Zones 5 and 6 discussed shared regional issues, as well as the Opening Reception, which offered opportunities to connect with exhibitors and colleagues.

The plenary programs offered insight from a wide range of leaders and organizations. Sunday's program included updates on OMERS governance changes, a keynote address by Chantal Hébert, remarks from ROMA Chair Christa Lowry, the ROMA AGM, and a presentation from the Hon. Rob Flack, Minister of Municipal Affairs and Housing. Monday's plenary featured Chief Margaret Sault of the Mississaugas of the Credit First Nation, a rural infrastructure panel addressing Ontario's unique challenges, presentations from the Independent Electricity System Operator, and remarks from Premier Doug Ford.

Several educational sessions were particularly relevant to municipal operations. "The Dirt on Cemeteries" clarified municipal responsibilities for maintaining abandoned cemeteries when no other parties are able to do so. "Getting Accurate Information to Residents" explored strategies for countering misinformation and improving communication in the face of declining civic knowledge and local journalism. The Municipal Financial Planning session was especially informative, addressing the fiscal pressures faced by rural municipalities and emphasizing prudent debt management. The discussion on the Annual Repayment Limit (ARL) reinforced best practices, noting that while municipalities may borrow up to 25%, maintaining debt within the 10 - 15% range is recommended; our municipality is currently at approximately 7%, reflecting a stable financial position.

RETURN TO AGENDA

Tax Arrears Collection

At the last council meeting there was discussion that followed the disclosure of our level of tax arrears. Pursuant to the *Municipal Act, R.S.O. 2001*, as amended, the Township is authorized to register a tax arrears certificate for property taxes in arrears for a period of two (2) years or more as of December 31, 2025, and may ultimately acquire title to the property if the arrears remain unpaid. With the close of 2025 we have started the collection of accounts that have taxes owing from 2024 or earlier. Forty-Nine letters were issued requesting a total of $162,507.63 in unpaid taxes. Residents who received a letter have been given until April 30, 2026 to make payment or arrangements. After this deadline the next process will start by forwarding these accounts to Realtax to begin the tax sale process of issuing Farm Debt Notices. An updated report will be brought to Council once the April date has lapsed.

Accounts Payable

For January 2026, the Township processed a total of $258,632.82 in accounts payable transactions as of January 31, 2026. Notable expenses were:

$ 37,504.00	-	Minister of Finance – OPP Payment Processing
$ 21,907.19	-	OPP Detachment Board / Pound Agreement / Extrication Agreement
$ 36,000.00	-	Renfrew & Area Health Services Village – Reconciliation
$ 12,906.16	-	WO Stinson – Fuel & Propane
$ 9,155.99	-	WSIB – 4th Quarter Payment for 2025

The departmental revenues and expenses for January 1 – January 31, 2026, will be presented once the 2026 Budget has been adopted and inputted into our financial software for accurate comparison.

Prepared By: Nathalie Moore, Treasurer
Reviewed By: Hope Dillabough, CAO/Clerk

RETURN TO AGENDA

Township of Horton
COUNCIL / COMMITTEE REPORT

Title:	Date:	February 10, 2026
2026 BUDGET RECOMMENDATION & PSAB REPORT	**Council/Committee:**	Council
	Author:	Nathalie Moore, Treasurer
	Department:	General Government

RECOMMENDATIONS:

THAT Council adopts the 2026 Budget with a levy of $3,146,714 which represents a 2.5% levy increase.

AND THAT Council adopts the Ontario Regulation 284/09 PSAB Report for the 2026 Budget, as presented.

BACKGROUND:

The budget process began in August 2025, with Senior Staff populating their departmental budgets with the goal of balancing the financial resources available with the necessary programs and services for the Township.

On two separate occasions, the General Government Committee was presented a draft budget, and after thorough review, discussion, and adjustments to ensure fiscal responsibility and alignment with the Township's goals and priorities, the budget is now ready for approval.

Staff feel that the proposed budget for 2026 represents a balanced and responsible approach to managing the Township's finances while meeting the needs of its residents. The proposed budget was amended twice and presented for final review at the Public Meeting on February 10, 2026, with a levy increase of 2.5% making the total budget $3,146,716.

The public meeting notice was published in the Eganville Leader as well as on the Township Facebook page as well as by email to those who have signed up our Township communications. There were no public inquiries prior to the meeting.

Ontario Regulation 284/09 under the Municipal Act, states that a municipality may adopt a budget that excludes amortization expenses, post-employment benefits and solid waste landfill closure and post-closure expenses, provided that the municipality prepares a report about the exclusions and adopt the report by resolution. The report is hereto attached.

RETURN TO AGENDA

The impact of PSAB on the budget does not change the amount of taxes needed to be raised each year. The PSAB budget includes amortization requirements versus the transfer to and from capital and reserves currently in the budget.

The implementation of full accrual accounting in accordance with PSAB is not an accounting exercise, it is a management exercise, and the information should be used for capital investment planning. The goal is to have municipalities set aside funds for future replacement of its infrastructure and estimates of when they will need to be replaced.

FINANCIAL IMPLICATIONS:

The Township of Horton's tax rates will be calculated based on the adoption of a 2.5% levy increase.

CONSULTATIONS:

Council, Committees and Senior Staff

ATTACHMENTS:

Ontario Regulation 284/09 Report
Budget Press Release

Prepared By: Nathalie Moore, Treasurer
Reviewed By: Hope Dillabough, CAO/Clerk

RETURN TO AGENDA

ONTARIO REGULATION 284/09 REPORT
2026 BUDGET – PSAB BASIS

OVERVIEW

Ontario Regulation 284/09 under the Municipal Act, states that a municipality may adopt a budget that excludes amortization expenses, post-employment benefits and solid waste landfill closure and post-closure expenses, provided that the municipality prepare a report about the exclusions and adopt the report by resolution.

2026 Budget – Tax Rate Purposes

The 2026 Budget incorporates a tax levy of $3,146,714. This budget will adopt 2026 tax rates for taxation purposes based on a modified accrual basis like previous years. Under this budget, amortization was not included as expenditure while capital expenditures and debt principle were included. Post-employment benefit expenses and solid waste landfill closure/post closure expenses were also not included. Revenue included transfers from reserves while expenditures included transfers to reserves.

2026 Budget – PSAB Basis

Under a PSAB based budget, capital expenditures and debt principal are not included as expenditures, while amortization expenses are included. Transfers into reserves and withdrawals out of reserves are also not included in the budget as expenditures and revenues respectively but are considered Financing and Transfers on the Schedule of Financial Activities. The net value between debt principal, capital expenditures and amortization will result in a transfer to/from equity in tangible capital assets on the Schedule of Financial Activities. The dollar difference for 2026 is $1,209,233.

POST-EMPLOYMENT BENEFITS EXPENSE

Post-Employment Benefits Expenses for retired employees for 2026 will be $6,082.80.

LANDFILL SITE CLOSURE AND POST-CLOSURE EXPENSE

As of December 31, 2025, the Municipality will have an estimated balance of $183,073 in a Reserve for Solid Waste Disposal. The Municipality currently has one active land fill site. Although the Township does not have a specific reserve for landfill site closure, there is sufficient dollars available in the Solid Waste Disposal Reserve and the Working Funds Reserve based on the current estimated landfill site liability amount of $130,000. Council should continue to transfer funds into this Reserve until reaching the estimated liability value of $130,000 plus the replacement value of the department's infrastructure assets.

RETURN TO AGENDA

AMORTIZATION EXPENSE AND RESERVES

For the 2026 year, the Township included capital expenditures in the budget while amortization expenses were excluded. Amortization expenses attribute to the capital cost of an asset over its life span. However, amortization expenses does not include replacement values, therefore transfers to reserves should include forecasted replacement values.

In 2026, a total of $1,515,116 was budgeted for new capital expenditures within the Operating Budget.

In 2026, $71,000 will be withdrawn from reserves in the Operating Budget and a total of $1,498,603 will be withdrawn from reserves in the Capital Budget. Consequently, for the 2026 year, transfers to reserves for Capital asset replacement are $556,477. In the past, the Township has utilized transfers to reserves, reserve funds and current year capital expenditures to replace existing tangible capital assets such as equipment, fleet and road construction. For 2026, the amount being withdrawn from reserves is more than the contributions being made into reserves.

Based on current estimates for the 2026-year, amortization expenses will amount to approximately $781,584.

CONCLUSIONS

To avoid a large increase in the tax rate the Township should continue to make reserve contributions each year, over and above any reserve withdrawals. The Asset Management Plan will assist Council in making long term financial strategy decisions. Council should adopt a 10-year capital forecast annually.

It is projected in the Long-Term Financial Strategies to increase the annual levy by 3.5% to continue to add COLA of 2% to reserves and also increase the gravel and hard top maintenance programs to extend the life of our road network.

RETURN TO AGENDA

TOWNSHIP OF

HORTON

2253 JOHNSTON ROAD, RENFREW, ONTARIO K7V 3Z8
RECEPTION@HORTONTOWNSHIP.CA
613-432-6271 FAX: 613-432-7298

NEWS RELEASE

January 30th, 2026

The Township of Horton's Proposed 2026 Municipal Budget Released

Significant investments in infrastructure and community improvements headline the Township of Horton's proposed 2026 Municipal Budget, which will be presented to Council by Treasurer Nathalie Moore on Tuesday February 10th, 2026, at 4 p.m. in a Public Meeting format.

If approved as presented, the budget would result in a 2.5% levy increase over 2025. 1% of the levy represents $31,467. For an average home assessed at $243,000, (average assessment given from MPAC – Municipal Property Assessment Corporation), this means an increase of approximately $9.52 quarterly or $38.07 on the Township's portion of the annual tax bill.

The Township's initial draft budget presented called for a 5.62% levy increase, but staff worked diligently with the General Government Committee during two budget workshop sessions to identify $94,703 in savings to reduce the impact on taxpayers while continuing to meet obligations for the Township's infrastructure needs aligning with the Asset Management Plan. Rising statutory cost increases including OPP Billing, Insurance, CPP, and EI continue to place additional pressure on the operating budget. By resolution of Committee, direction was given to staff to present the budget with a 2.5% levy increase.

"The 2026 Draft Budget strengthens the Township's core services and invests responsibly in the infrastructure our community relies on every day, helping keep Horton safe, supported, and future-ready" says Mayor Daina Proctor. "Even with mandated costs downloaded onto the Township and reductions in provincial funding, I deeply appreciate the more than nine hours that Council, Committee and Staff spent together deliberating, and I'm proud that unanimous Council approval reflects our shared commitment to strong stewardship, protecting residents' affordability, and putting forward a balanced plan that strengthens our community."

RETURN TO AGENDA

The proposed 2026 municipal budget totals $3,146,714, with $1,515,116 allocated to capital projects. Highlights of the 2026 Capital Budget include, but not limited to:

- Upgrades to Pinnacle Road, Humphries Road North
- Gravel program updates to Garden of Eden Road, Bennett-Lafont Road
- Aging critical equipment replacement – Public Works
- Replacement of the Roof at the Public Works Garage
- Replacement of various culverts
- Replacement of Fire Department Tanker Apparatus
- Significant investment in Community Center and Outdoor Rink
    - Rink Enclosure
    - Rink LED Lighting upgrade
    - Rink Camera installation
    - Kitchen Make-up Air Handler
    - HVAC Replacement

General Government Committee Chair Deputy Mayor Tom Webster emphasizes the importance of long-term planning. “Across Ontario, municipalities are managing increasing financial pressures alongside aging infrastructure. This budget demonstrates a focus on prudent investment and sound operations to support the long-term sustainability and vitality of the Township of Horton.”

Property Owners are encouraged to review the proposed 2026 budget prior to the Public Budget Meeting on Tuesday February 10th, 2026 at 4 p.m. The presentation can be found at www.hortontownship.ca. The meeting will be available in person as well as virtually once a recording is posted, making it easy for the community to stay informed about how tax dollars are being invested.

Contact Information:

CAO/Clerk Hope Dillabough
cao@hortontownship.ca
613-432-6271

Nathalie Moore, Treasurer
treasurer@hortontownship.ca
613-432-6271

RETURN TO AGENDA

Township of Horton
COUNCIL / COMMITTEE REPORT

Title:	Date:	February 10, 2026
2025 STATEMENT OF COUNCIL REMUNERATION AND EXPENSES	**Council/Committee:**	Council
	Author:	Nathalie Moore, Treasurer
	Department:	General Government

RECOMMENDATIONS:

THAT Council accepts the Council Remuneration Report for the year ending December 31, 2025 as presented.

BACKGROUND:

In Ontario, municipalities are required to annually disclose the remuneration and expenses paid to their council members. This transparency ensures that residents are informed about the financial aspects of their local governance.

Annual Reporting Requirements:

Under the Municipal Act, 2001, Section 284, municipalities must provide an itemized statement of remuneration and expenses to their councils by March 31 each year. This report details the payments made to council members in the previous year.

Public Accessibility:

These reports are typically made available to the public through municipal websites or upon request. The Township publishes its Council Remuneration report online, allowing residents to review the details of council members' compensation.

Purpose and Benefits:

The primary goal of these reports is to maintain transparency and accountability in municipal governance. By publicly disclosing remuneration and expenses, municipalities provide residents with insight into how public funds are allocated and ensure that council members' compensation aligns with community expectations.

The statement is attached as Appendix “A”.

FINANCIAL IMPLICATIONS: N/A

CONSULTATIONS: N/A

Prepared By: Nathalie Moore, Treasurer
Reviewed By: Hope Dillabough, CAO/Clerk

RETURN TO AGENDA

APPENDIX A

TOWNSHIP OF HORTON
STATEMENT OF COUNCIL REMUNERATION AND EXPENSES
PREPARED FOR JANUARY 1, 2025 - DECEMBER 31, 2025

MEMBERS OF COUNCIL	REMUNERATION	BENEFITS	CONFERENCE / TRAVEL EXPENSES	TOTAL
PROCTOR, Daina - Mayor (*Formerly Deputy Mayor*)	23,625.82	2,629.09	1,937.21	28,192.12
CAMPBELL, Glen - Councillor	20,881.34	2,412.29	0.00	23,293.63
CLEROUX, Lane - Councillor	3,487.16	401.58	0.00	3,888.74
HUMPHRIES, Douglas - Councillor	20,881.34	1,318.85	308.92	22,509.11
WEBSTER, Tom - Councillor	20,881.34	2,412.29	2,850.58	26,144.21
BENNETT, David - Former Mayor	19,313.08	**5,105.72**	109.97	24,528.77
	$109,070.08	$14,279.82	$5,206.68	$128,556.58

This statement is in accordance with the Municipal Act 2001, S.O. 2001, c. 25 Section 284 and Township By-Law 2022-39 plus annual COLA adjustments.

costs are net of GST/HST rebate

*****Former Mayor's benefits of $4,121.36 were self paid***

RETURN TO AGENDA

Horton Township

INVESTMENT SUMMARY FOR THE YEAR ENDING DECEMBER 31, 2025

	INSTITUTION	INVESTMENT NUMBER	PURCHASE DATE	YIELD	MATURES	INITIAL INVESTMENT
Investments From Previous Year						
GIC/Term Deposit Holdings	TD	8018476-12	12/16/2024	3.53%	6/16/2025	$ 476,070.12
GIC/Term Deposit Holdings	TD	8018476-21	12/16/2024	3.62%	3/17/2025	$ 1,000,000.00
Guaranteed Investment Certificate	TD	8018476-14	1/8/2023	3.00%	1/19/2026	$ 4,058.60
2025 Purchases						
GIC/Term Deposit Holdings	TD	8018476-21	3/17/2025	3.23%	5/20/2025	$ 1,000,000.00
GIC/Term Deposit Holdings	TD	8018476-22	3/17/2025	3.25%	6/16/2025	$ 1,000,000.00
GIC/Term Deposit Holdings	TD	8018476-22	6/16/2025	3.19%	9/16/2025	$ 1,000,000.00
GIC/Term Deposit Holdings	TD	8018476-12	6/16/2025	3.16%	12/16/2025	$ 484,449.74
GIC/Term Deposit Holdings	TD	8018476-23	5/26/2025	3.19%	8/26/2025	$ 1,000,000.00
GIC/Term Deposit Holdings	TD	8018476-24	10/29/2025	2.70%	1/28/2026	$ 500,000.00
GIC/Term Deposit Holdings	TD	8018476-25	11/25/2025	2.58%	2/25/2026	$ 500,000.00
GIC/Term Deposit Holdings	TD	8018476-26	12/17/2025	2.49%	6/15/2026	$ 492,125.02
GIC/Term Deposit Holdings	TD	8018476-27	12/17/2025	2.46%	4/16/2026	$ 500,000.00
Balance of Investment as at December 31, 2025						
GIC/Term Deposit Holdings	TD	8018476-24	10/29/2025	2.70%	1/28/2026	$ 500,000.00
GIC/Term Deposit Holdings	TD	8018476-25	11/25/2025	2.58%	2/25/2026	$ 500,000.00
GIC/Term Deposit Holdings	TD	8018476-26	12/17/2025	2.49%	6/15/2026	$ 492,125.02
GIC/Term Deposit Holdings	TD	8018476-27	12/17/2025	2.46%	4/16/2026	$ 500,000.00
Guaranteed Investment Certificate	TD	8018476-14	1/8/2023	3.00%	1/19/2026	$ 4,058.60

Treasurer's Declaration

I, Nathalie Moore, Treasurer for the Township of Horton hereby declare that all investments for the year 2025 were consistent with the Township policy J-11 and in accordance with the Municipal Act.

Dated at the Township of Horton this 31st day of December, 2025.

Nathalie Moore

Nathalie Moore, Treasurer

RETURN TO AGENDA

THE CORPORATION OF THE TOWNSHIP OF HORTON
Memo from the CAO/Clerk as of February 5, 2026

INFORMATION provided **NOT** included in the
Regular Council meeting package of February 10, 2026

INFORMATION EMAILED

1. Renfrew & Area Chamber of Commerce Annual General Meeting & Breakfast Networking Event
2. AMO Policy Update
3. EOWC Champions Regional Priorities at ROMA 2026
4. EOWC News Release- The EOWC Champions Regional Priorities and Partnerships at ROMA 2026
5. EOWC Newsletter- December 2025
6. EOWC Newsletter- January 2026
7. January MOH Report to the Board 2026
8. Overdose Alert for Renfrew County and District
9. County of Renfrew Officials Attend 2026 ROMA Conference
10. Ontario Investing to Protect Rural Communities
11. Calendars

RETURN TO AGENDA

The Corporation of the Township of Horton

By-Law Number 2026-07

A BY-LAW TO GOVERN THE PROCEEDINGS OF THE COUNCIL OF THE TOWNSHIP OF HORTON

WHEREAS, Section 238(2) of the Municipal Act, 2001, S.O. 2001, c. 25 requires every municipality to adopt a procedure by-law for governing the calling, place and proceedings of meetings; and

WHEREAS, it is necessary and expedient to enact rules governing the order and procedure of the Council and its meetings;

The Council of the Corporation of the Township of Horton enacts as follows:

PART I – General

1. Applicability

1.1. The rules and regulations contained in this By-Law shall be observed in all proceedings of the Council of the Corporation of the Township of Horton, Committees, and shall be the rules and regulations for the order and conduct of business therein.

1.2. Any procedure not specified in this By-Law, or in any Act, shall have reference to the rules of order set out in the most current edition of Robert's Rules of Order.

1.3. Despite subsection 1.1, the rules and regulations contained in this by-law may be suspended by a vote of two-thirds of the Council members present and voting.

2. Interpretation

2.1. Wherever this by-law refers to a person or thing with reference to gender or the gender neutral, the intention is to read the by-law with the gender applicable to the circumstances.

2.2. References to items in the plural include the singular, as applicable.

2.3. The words "include", "including", and "includes" are not to be read as limiting the phrases or descriptions that precede or follow them.

2.4. Headings and the index are included for ease of reference only and are not to be used as interpretation aids.

2.5. Specific references to legislation in this by-law are meant to refer to the current laws applicable within the Province of Ontario as at the time the by-law was enacted, as they are amended from time to time. In all cases, the reference includes the statute, as amended from time to time, including successor legislation.

RETURN TO AGENDA

3. Definitions

3.1. “Ad Hoc Committee” means a special purpose committee of limited duration, created by Council to inquire and report on a particular matter or concern and which dissolves automatically upon submitting its final report, unless otherwise directed by Council.

3.2. “CAO/Clerk” mean the Chief Administrative Officer /Clerk of the Corporation of the Township of Horton or designate in the absence of the CAO/ Clerk.

3.3. “Chair” means the Head of Council or Acting Head of Council or chairperson of any Committee.

3.4. “Committee” means a Committee of Council and includes Standing Committees, Ad Hoc Committees and Local Board Committees, advisory or other committee, subcommittee or similar entity as created and appointed by Council.

3.5. “Council” means the Council of the Corporation of the Township of Horton.

3.6. “Council Chambers” means the Council Meeting Room located at the Municipal Office, 2253 Johnston Road, Renfrew, Ontario.

3.7. “Delegation” means a presentation to the Committee or Council by an individual or group.

3.8. “Head of Council” means the Mayor, or in the absence of the Mayor, the Deputy Mayor or, in the absence of both, another member of Council appointed by Council.

3.9. “Improper Conduct” means conduct that obstructs in any way the deliberations and/or proper action in a meeting and includes but is not limited to conduct that negatively affects the observance of order and decorum among members and the attending public.

3.10. “Interest” means a matter potentially relating to or connected with money or a financial matter pursuant to relevant conflict of interest legislation.

3.11. “Meeting” means a meeting when a quorum of members is present, and members must discuss or otherwise deal with any matter in a way that materially advances business or decision-making.

3.12. “Member” means a Member of Council, including the Mayor, or of a committee.

3.13. “Municipality” means The Corporation of the Township of Horton.

3.14. “Presiding Officer”

a) Council Meetings – The Mayor shall preside at all meetings. In his/her absence the Deputy Mayor shall preside. If both the Mayor and Deputy Mayor are absent from the meeting, then a Member of Council shall be appointed from among the Members in attendance to preside at the meeting. In this instance, the CAO/Clerk shall open the meeting and call for nominations from among the Members of Council to select a Presiding Officer for the meeting or until the arrival of the Presiding Officer.

b) Committee Meetings – The appointed Chairperson shall preside at all meetings. In the absence of the Chairperson, then a Chair for the meeting shall be selected by the Membership by having the Staff Person present call for nominations from among the Members present.

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3.15 "Public Advisory Member" means a resident or stakeholder appointed by Council to provide community perspective and advice on specific municipal matters.

3.16 "Publish" means posting on the Municipal website and posting in the Municipal Office. Publish may also include publishing in a weekly newspaper that, in the opinion of the CAO/Clerk, has such circulation within the Municipality as to provide reasonable notice of those affected thereby, and includes broadcasting on a local radio station. "Publishing, published, publication and posting" have corresponding meanings.

3.17 "Recommendation" means a decision of a Committee, or sub-committee thereof that is being forwarded to Council for consideration and approval.

3.18 "Resolution" means a formal determination made by Council on the basis of a motion debated and passed.

PART II – Duties and Conduct

4 Duties of the Presiding Officer

The Presiding Officer shall:

a) open the meeting by taking the chair and calling the members to order;

b) make such remarks as is fitting for the information or assistance of the council;

c) to receive and submit, in the proper manner, all motions presented by the members;

d) to put to a vote all motions which are regularly moved and seconded, or necessarily arise in the course of proceedings, and to announce the result and, in so doing, to ensure that the mover and seconder are clearly identified;

e) to decline to put to a vote motions which infringe the rules of procedure;

f) to vote on all matters, which are moved and seconded, or necessarily arise in the course of the proceedings;

g) to permit questions to be asked through the Chair of any officer in order to provide information to assist in any debate when the Chair deems it proper;

h) to provide information to members on any matter touching on the business of the Municipality;

i) to receive all petitions and communications and announce them at the meeting;

j) to inform the members of the proper procedure to be followed;

k) to enforce on all occasions, the observance of order and decorum among the members and those in attendance;

l) to call, by name, any member or attendee persisting in a breach of the Rules of Procedure and order the member to vacate the Council Chamber;

m) to authenticate, by signature, when necessary, all By-Laws and Minutes.

5 Expulsion for Misconduct

5.16 Behaviour that constitutes improper conduct, such as heckling, use of inappropriate language, display of any offensive or partisan political material, or signs or plaque cards, is not permitted.

5.17 The Chair may expel or exclude from the meeting, any person, who, in the opinion of the Chair, has behaved improperly, if the Chair is satisfied that evidence exists to support expulsion or exclusion and states the reason for the expulsion or exclusion.

6 Conduct of Council Members

6.16 Any Code of Conduct applicable to Council Members adopted by Council shall apply during a meeting held pursuant to this by-law.

6.17 A Council Member shall have the following duties:

a) to deliberate on the business before it;

b) to vote when a motion is put to a vote;

c) to respect the Rules of Procedure.

6.18 No Council Member shall:

a) use offensive words or unparliamentary language in or against Council or against any member of staff or the public;

b) speak on any subject other than the subject in debate;

c) criticize any decision of Council or continue to debate the matter after it has been decided, except for the purpose of moving that the question be reconsidered;

d) disobey the Rules of Procedure or a decision of the Chair or of Council on questions of order or practice or upon the interpretation of the rules of Council;

e) disclose any information that is deemed to be confidential pursuant to the Municipal Freedom of Information and Privacy Act;

f) display any offensive or partisan political material, including buttons.

6.4. Where a Member persists in any disobedience of the Rules of Procedure after having been called to order by the Chair, the Chair shall forthwith put the question, no amendment, adjournment or debate being allowed, “that such Member be ordered to leave their seat for the duration of the meeting of Council”, but if the Member apologizes they may be permitted to retake their seat.

6.5. Vacancies

6.5.1. In accordance with Section 259 of the Municipal Act, 2001 the office of a member of Municipal Council becomes vacant if the member:

a) Becomes disqualified from holding the office of a member of Council under Section 256, 257 or 258 of the Municipal Act, 2001;

b) Fails to make the Declaration of Office before the deadline in Section 232 of the Act;

c) The office of a member of Council becomes vacant if the member has been absent from meetings of the Council for three (3)

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successive months without being authorized to do so by a resolution of Council unless otherwise permitted by Section 259(1) of the Act;

d) Resigns from his or her office, and the resignation is effective under Section 260 of the Act;

e) Is appointed or elected to fill any vacancy in any other office on the same Council;

f) Has his or her office declared vacant in any judicial proceedings;

g) Forfeits his or her office under this or any other Act, or;

h) Dies, whether before or after accepting office, and making the prescribed declarations.

6.5.2. A member of a Municipal Council may resign from office by providing notice, in writing, to be filed with the CAO/Clerk. Exception to the above, a resignation is not effective if it would reduce the number of members of the Council to less than a quorum, and if the member resigning from office is a member of the Upper-tier Council, the resignation is not effective if it would reduce the number of members of either Council to less than a quorum.

6.5.3. A member is permitted to be absent from meetings if it is a result of a member's pregnancy, the birth of the member's child or adoption of a child by the member for 20 consecutive weeks or less.

PART III – Meetings

7. Inaugural Meeting

7.1. The inaugural meeting of the newly elected Council, after a regular election, shall be held on the first Monday of the term.

7.2. The meeting shall take place at such location and time determined by the person who has been certified by the CAO/Clerk to be elected as Mayor.

7.3. At the Inaugural Meeting of Council, the only business to be brought before the meeting shall be the following:

a) Oaths, affirmations and Declarations of office;

b) Inaugural Address by the Mayor; and

7.4. Membership of all Council Committees and Council appointments to various Boards and Committees.

8. Open Meetings

8.1. All meetings must be open to the public.

9. Closed Meetings (In-Camera)

9.1. Notwithstanding Section 9.0 above,

a) A meeting may be closed to the public if the subject matter being considered relates to:

i. the security of the property of the Municipality or local board;

ii. personal matters about an identifiable individual including municipal or local board employees;

iii. a proposed or pending acquisition or disposition of land by the municipality or local board;

iv. labour relations or employee negotiations;

v. litigation or potential litigation, including matters before administrative tribunals, affecting the Municipality or Local Board;

vi. the receiving of advice that is subject to solicitor-client privilege, including communications necessary for that purpose;

vii. a matter in respect of which the meeting may be closed as authorized by statute;

viii. information explicitly supplied in confidence to the municipality or local board by Canada, a province or territory or a Crown agency of any of them;

ix. a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which if disclosed, could reasonably be expected to prejudice significantly with the contractual or other negotiations of a person, group of persons, or organization;

x. a trade secret or scientific, technical, commercial or financial information that belongs to the municipality or local board and has monetary value or potential monetary value; or

xi. a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board.

b) A meeting may be closed to the public if the meeting is held for the purpose of educating or training the members, and, at the meeting, no member discusses or otherwise deals with any matter in a way that materially advances the business or decision of the council, local board or committee.

c) Council may, by resolution, close a meeting or part of a meeting to the public where the subject matter to be considered is an ongoing investigation respecting the municipality, a local board, or a municipally controlled corporation by the Ombudsman.

9.2. Before all or part of a meeting is closed to the public, the body proposing to hold the meeting shall state, by resolution:

a) the time of the meeting at which the closed session began;

b) the fact of holding of the closed meeting;

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c) the general nature of the matter to be considered at the closed meeting.

9.3. Subject to subsection 9.1, a meeting shall not be closed to the public during the taking of a vote unless the vote is for a procedural matter or for giving direction or instructions to officers, employees or agents of the Municipality or local board, or persons retained by or under contract with the Municipality or local board.

9.4. A motion to move out of closed session shall specify the time at which the meeting resumed in open session.

9.5. Upon resuming in open session, the Chair shall state:

a) the matters which were considered; and

b) confirmation that no motions were carried in closed session other than procedural motions or direction to staff.

10. Regular Meeting Times – Council, Standing Committees, Ad Hoc Committees

10.1. The regular meetings of Council shall generally be held twice per month on the second and fourth Tuesdays at 3:00 p.m.

10.2. A meeting commencing at 3:00 p.m. shall adjourn no later than 7:00 p.m.

10.3. Despite clause 10.2, Council can extend the meeting time beyond the adjournment time specified by a two-thirds vote.

10.4. There will be no meetings held in the month of August.

10.5. A meeting of Council, in respect to matters requiring a Statutory Public Meeting (Planning Act) shall be held at 4:00 p.m. on the second Tuesday, and as required, the fourth Tuesday of each month, except for the month of August. Planning matters heard at a Public Meeting shall proceed through the normal process, that being reintroduction of the item at the next Council meeting.

10.6. Standing Committee Meetings shall be held in the Council Chambers, once a month as follows:

General Government	Part of Regular Council (if required)
Planning	Part of Regular Council (if required)
Transportation and Environmental Services	Call of the Chair
Protective Services	Call of the Chair
Recreation	Call of the Chair
Economic Development	Call of the Chair

10.7. All recommendations arising from a Standing Committee Meeting shall be included for ratification at a Regular Council Meeting.

10.8. Council may, by resolution, alter the date and/or time of a Regular Meeting or Committee provided that adequate notice of the change is published.

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10.9. In the event municipal business dictates the requirements for additional meetings in any month, such meetings shall be Special Meetings of Council, in accordance with the provisions within this By-Law.

10.10. The CAO/Clerk, or his/her designate, shall be in attendance at all Regular and Special Meetings of Council.

10.11. A municipal staff member shall be in attendance at all Committee meetings as directed by the CAO/Clerk to record the minutes of said meeting without comment.

10.12. Managers who have Agenda items to present shall attend the Council Meetings, as directed by the CAO/Clerk.

10.13. If a Member wishes a Manager or Staff member to be present at a Council Meeting, the Member shall so notify the CAO/Clerk by 12:00 noon on the working day prior to the meeting.

11. Place of Meetings

Meetings of Council and Committee shall be held in the Council Chambers situated at 2253 Johnston Road (Renfrew) or at such other place specified on the agenda.

12. Seating and Persons within Council Horseshoe

12.1. Seating of Members of Council shall have the Mayor seated at the head of the table with the CAO/Clerk to their immediate left. The Deputy Mayor shall sit at the first seat on the left side from the Mayor. Other members of Council shall be seated alternating sides beginning with the Councillor receiving the most votes during the election seated to the immediate right side from the Mayor.

12.2. No person, except Council Members and appointed officials of the Township, shall be allowed to come within the horseshoe during the meetings without the permission of the Chair.

12.3. No person, except Council Members and appointed officials of the Township, shall place on the desks of the members or otherwise distribute any material unless such person has received the approval of the Chair or the CAO/Clerk.

12.4. Seating of Members of Committees shall have the Chair seated at the head of the table with the appropriate staff member to their left.

13. Public Notice of Meetings

Public notice shall be given for all meetings of Council and committees by means of the municipal website with the posting of the agenda.

14. Special Meetings

14.1. The Mayor and/or CAO/Clerk may at any time summon a special meeting of Council on 48 hours e-mail notice by the CAO/Clerk or designate to the Members of Council. The agenda shall be circulated to members by email

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and posted on the municipal website at least 24 hours in advance of the meeting.

14.2. Upon receipt of the petition of the majority of Council, the CAO/Clerk or designate shall summon a special meeting for the purpose and at the time mentioned in the petition.

14.3. The only business to be dealt with at a special meeting is that which is listed in the notice of the meeting.

14.4. In circumstances of an emergency, the Mayor and/or CAO/Clerk may summon a special meeting of Council on less than 48 hours' notice. All Council Members shall be notified of the special meeting either personally or by email, or by any other means necessary. An agenda will be provided at the meeting.

14.5. In keeping with clause 14.4 above, an emergency meeting shall proceed with the consent of two-thirds of the Council Members present, recorded in the minutes.

15. Calling a Meeting to Order

As soon after the hour fixed for the holding of the meeting, the Chair shall take the chair and call the meeting to order.

16. Arrival and Departure of Council Members

16.1. Late arrivals and early departures will be noted in the minutes.

16.2. If a Member arrives late at a meeting, any prior discussion shall not be reviewed without the unanimous consent of all Council Members present.

17. No Quorum

17.1. If no quorum is present twenty minutes after the time appointed for a meeting, the CAO/Clerk shall record the names of the Council Members present and the meeting shall stand adjourned until the same time of commencement on the following Tuesday.

17.2. If, in the Mayor's opinion, it is not essential that the matters on the agenda be dealt with before the next regularly scheduled meeting, then the Mayor shall announce that the business will be taken up at the next regularly scheduled meeting.

18. Electronic Meeting Participation

18.1. Electronic Meeting participation is permitted for Council & Delegations;

18.2. Electronic participation is allowed in open and closed meetings of Council and members who participate in open and closed meetings electronically be counted for the purpose of quorum as per Subsections 238 (3.1) (3.3) (3.4) and (3.5) of the Municipal Act, as amended, or as provided for under other provincial statute;

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18.3. A Member of Council who participates electronically shall have the same rights and responsibilities as if they were in physical attendance, including the right to vote;

18.4. A Member of Council participating electronically must be able to be heard and place themselves on mute and un-mute. The raised hand feature can only be utilized to be added to the speakers list. The chat function will not be used for the purpose of debate;

18.5. Members of Council shall identify themselves:

a) at the beginning of the meeting for the purposes of determining quorum; and;
b) upon the call of the vote of each motion or by-law to determine the vote;

18.6. At the discretion of the Presiding Officer, in consultation with the CAO/Clerk, a meeting may be held entirely electronically due to health, adverse weather, emergency or other considerations;

18.7. Members of Council must physically attend in person at a Council meeting at least once every 60 days or as approved by Council;

18.8. The CAO/Clerk shall be responsible for any additional procedures associated with the conduct of the electronic meeting;

18.9. Delegations are permitted to be virtual and will have to follow the same regulations that are currently in place;

18.10. If participating in a closed session, the participant must ensure and declare that they are in a private location where others cannot hear or participate in the meeting if not authorized to do so.

PART IV – Order of Proceedings – Agenda and Minutes

19. Preparation of Agenda

19.1. Prior to each regular Council meeting of Council, the CAO/Clerk shall prepare an Agenda of all business to be brought before such meeting. No matter shall be placed on the Agenda of a Regular meeting unless it is authorized by the CAO/Clerk and approved by Council.

19.2. Planning matters heard at a Statutory Public Meeting shall proceed through the next regular meeting.

19.3. The Agenda and reports for Regular Council Meetings shall be distributed (as much as feasibly possible) to Members by 4 p.m. on the Friday before the meeting date and will be made available to media and the general public 48 hours before the scheduled meeting date with the exception of any In Camera Agendas or items.

20. Minutes

20.1. The CAO/Clerk or delegate shall record minutes of all Council Meetings and shall record:

a) The place, date and time of the meeting;

b) The names of the Presiding Officer, and of Members, parties to Statutory Public Meetings, Delegations, and Presentations/Award Recipients.

c) The correction, if any, and adoption of the minutes of the prior meetings.

d) All motions, resolutions, decisions and other statutory proceedings of the Council Meetings without note or comment.

e) Notes of Committee Meetings shall be recorded by the member of staff designated by the CAO/Clerk.

21. Order of Business for Council Meetings

Council Agenda

1. Call to Order
2. Land Acknowledgement
3. Declaration of Pecuniary Interest and the General Nature Thereof
4. Confirmation of Council Agenda
5. Delegation/Public Meeting
6. Adoption of Previous Council Minutes
7. Business Arising from Previous Minutes
8. Standing Committee Reports
    i. General Government
    ii. Planning
    iii. Transportation and Environmental Services
    iv. Recreation
    v. Economic Development
    vi. Protective Services
9. Correspondence
    i. Information
    ii. Action
10. By-Laws
11. Notice of Motion
12. Council and/or Staff Members Concerns
13. Resolutions
14. In-Camera (as required)
15. Confirming By-Law
16. Adjournment

21.1. Agendas for Committees or sub-committees shall be a combination of the above Council agenda.

21.2. Once Agendas are distributed to Members, additions to the Agenda must be authorized by a motion of Council.

21.3. The business of Council shall be taken up in the order and as listed on the Agenda unless changed as authorized by a motion of Council.

21.4. The CAO/Clerk shall be responsible for the preparation of Agendas of Council meetings as required.

21.5. All written reports for inclusion on the Council Agendas must be approved by the CAO/Clerk. Written report shall be forwarded to the CAO/Clerk for approval no later than 12 noon on the Thursday prior to the Council Meeting for inclusion on the agenda. Items received after 12 noon on the Thursday prior to the Council meetings will be referred to the next regular Council Meeting, as the case may be, unless the item is considered to be of an emergency nature, in which case the CAO/Clerk may, as his/her sole discretion, recommend to Council that the item be considered at that meeting. Such consideration of these items will be subject to subsection 21.2 above.

22. Declaration of Disclosure of Pecuniary Interest

22.1. In accordance with the Municipal Conflict of Interest Act, R.S.O. 1990, any member, who, either on his or her own behalf or while acting for, by, with or through another, has any pecuniary interest, direct or indirect, in any matter and is present at a meeting of the Council or local board at which the matter is to be considered, a pecuniary interest in a matter is one where there is a reasonable likelihood or expectation of financial loss or gain of the individual or related persons as per the Act.

22.2. The onus to declare a pecuniary interest rests with the member and time for this process is allocated on every meeting agenda, the member:

a) shall, prior to any consideration of the matter at the meeting, disclose that they have an interest and the general nature of the interest;

b) shall not take part in the discussion of, or vote on any question in respect of the matter; and

c) shall not attempt in any way before, during or after the meeting, to influence the voting on such matter and vacate the council chambers.

22.3. Members of Council will submit disclosures of Pecuniary Interest in writing (Appendix A) to the CAO/Clerk as well as state verbally their Disclosure of Pecuniary Interest and the General Nature Thereof. The CAO/Clerk will record the statement in the minutes of the meeting and create a registry to provide interested parties with access to past disclosures of pecuniary interest.

22.4. Where a Member is absent from a meeting, and where such Member realizes that there is an agenda item for which the Member would have declared a Pecuniary Interest, the Member shall declare interest at the next Regular Council meeting following the Member becoming aware of the Pecuniary Interest.

23. Standing Committees

23.1. The following Standing Committees are hereby established by Council to deal with the business of the municipality in a monthly Committee and/or Council meeting:

a) Transportation and Environmental Services

b) Recreation

c) Economic Development

d) Protective Services

e) General Government (in Council)

f) Planning (in Council)

23.2. The membership of the Committees will be as follows:

Committee	Members of Council	Public Advisory Members
Transportation & Environmental Services	Chair + one member	Up to 3
Recreation	Chair + one member	Up to 3
Economic Development	Chair + one member	Up to 3
Protective Services	Chair + one member	Up to 3
General Government	Chair + All of Council	Up to 3
Planning	Chair + All of Council	Up to 3

23.3. Standing Committees shall be as outlined in subsection 10.6 of this By-Law, at the call of the Chair or upon recommendation by the CAO/Clerk.

23.4. Notice of Standing Committee Meetings shall be posted on the municipal website at least one week prior to the date of the meeting, where possible and shall be posted in the Municipal Office.

23.5. Notice of Standing Committee Meetings may be advertised in a local newspaper, at the discretion of the CAO/Clerk.

23.6. The Municipal Staff Member assigned to the Standing Committee shall prepare Agendas for the Standing Committees a minimum of three days prior to the date of the meeting. Information packages shall be distributed to Members two days prior to the date of the meeting. Agendas shall be posted on the Municipal website.

23.7. A member of Municipal staff, as directed by the CAO/Clerk, must be in attendance at every Standing Committee Meeting and shall record the minutes of said meetings without comment.

23.8. The Mayor is ex-officio on every Standing Committee of Council. The Mayor may participate fully in the meeting business, however, shall not be counted as part of the quorum.

23.9. Public Advisory Members are chosen by Council through an application-based system. Members must re-apply every new term of Council.

24. Delegations

24.1. Individuals or groups wishing to appear before Council and/or Committee as a delegation shall advise the CAO/Clerk at any time prior to, but no later than 12:00 Noon on the Thursday prior to the scheduled date of the Meeting.

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24.2. Requests for Delegations shall be in writing (Appendix B) and must generally describe the topic or issue to be discussed. Presentations of Certificates and/or Awards by Council shall be dealt with at a Council meeting.

24.3. Notwithstanding subsection 22.1, any person wishing to speak to a matter on a Council Meeting Agenda may do so at that meeting without a formal request to be a delegation, subject to the approval of Council.

24.4. Individuals or groups who are listed on the Agenda as a Delegation, or are speaking to a matter on the Agenda, shall be limited to not more than fifteen minutes to make their presentation. This time limit may be extended subject to approval by Council.

24.5. In consideration of time restraints, the number of Statutory Public Meetings, Presentations or Delegations shall be limited to a maximum of three.

24.6. The submission of a written request to be a Delegation does not guarantee the request will be approved. The municipality reserves the right to schedule or deny a request for Delegation. The CAO/Clerk shall have final authority to schedule or deny a Delegation request.

24.7. In the case of a group Delegation, only one person of the group shall be permitted to address the Members, at a time.

24.8. The time allotted for a Delegation is at 4 p.m. and at the sole discretion of the CAO/Clerk.

25. Conduct of Guests/Delegations

No Guest or Delegation shall:

25.1. Speak disrespectfully of the Reigning Sovereign, the Royal Family, the Governor-General, the Lieutenant Governor, any Member of the Senate, any Member of the House of Commons or any Member of the Legislative Assembly of the Province of Ontario.

25.2. Use indecent, offensive, or insulting words, profanity or unparliamentary language in or against the Council or against any Member, staff, guest or individual.

25.3. Disturb a Member, staff member, guest or individual by any disorderly conduct disconcerting to the Council.

25.4. Be allowed to address Council or Committees or speak in debate without permission of the Mayor or Presiding Officer who, may consult with Council or Committees regarding permission.

25.5. Resist the rules of Council or disobey the decision of the Presiding Officer or of Council or Committees on questions of order, practice or upon the interpretation of the rules of Council.

25.6. Unless authorized by the Mayor or Presiding Officer, all guests shall address Council and Committees through the Chair and only when recognized to do so.

26. Motions, Rules of Debate, Voting on Motions

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26.1. All motions must be moved and seconded before any discussion can take place and before the question can be put or a motion recorded in the minutes.

26.2. All motions shall be presented to Council, in writing.

26.3. All formal motions shall be read by the Mayor and/or Presiding Officer. The Mayor or Presiding Officer may designate the reading of formal motions to the CAO/Clerk.

26.4. Motion to Amend:

a) An amendment shall be relevant and germane to the principle of the report or motion under consideration.

b) A motion to amend may propose a separate and distinct disposition of a question provided that such altered disposition continues to relate to the same issue which was the subject matter of the question.

c) Amendment motions shall be put in the reverse order to the order in which they were moved.

26.5. If the original mover and seconder of the motion do not agree with the amendments, they may, without further discussion withdraw their support for the original motion as amended and a new mover and seconder would be required to move the motion as amended. If the amendments are carried, then the original motion as amended would be put to the vote.

26.6. Once a motion is moved and seconded and read by the Mayor or Presiding Officer, it cannot be withdrawn without the consent of the mover and seconder. If the motion is withdrawn, it shall be entered into the minutes and noted as being “WITHDRAWN”.

26.7. Immediately prior to voting on a motion, the Mayor or Presiding Officer shall state the question in the precise form it is to be recorded in the minutes, including any amendments to the question.

26.8. After a motion as amended is finally put, no Member shall speak the question nor shall any other motion be made until after the vote is taken and the result is declared.

26.9. A Member shall not speak more than once to the same question without the consent of the Mayor or Presiding Officer, except:

a) In explanation of a material part of their speech which may have been interpreted incorrectly, or

b) With leave of the Mayor or Presiding Officer, after all other Members so desiring have spoken; or

c) To reply by leave of the Mayor or Presiding Officer to the Member who presented the motion to Council or Committee.

26.10. On an unrecorded vote, the manner of determining the decision on a motion shall be by show of hands. Any failure to vote by a Member who is present at the meeting at the time of the vote and who is qualified to vote shall be deemed to be a negative vote.

26.11. No Member shall speak on any subject other than the subject under debate.

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26.12. No Member shall interrupt a Member who has the floor except to raise a point of order or personal privilege.

26.13. At a meeting, no Member shall reflect upon, review, discuss, recount, or criticize any decision of Council or Committee except for the purpose of moving that the question be reconsidered.

26.14. Recorded Vote:

a) A request by a Council Member for a recorded vote shall be made immediately prior to the commencement of the vote being taken or immediately thereafter, prior to proceeding to the next item on the agenda.

b) When a recorded vote is requested, or is otherwise required, the CAO/Clerk shall call the names and record the vote in the following order:

i. the requester shall be called first;

ii. to be followed by the Councillors in order of the greatest number of votes received during the election;

iii. with the Mayor voting last;

iv. if the requester is the Mayor, the requester shall vote first.

26.15. The Mayor or Presiding Officer votes with Council or Committee over which they are presiding.

26.16. Except where expressly provided in Statute, any question on which there is a tie vote shall be deemed to be lost.

26.17. No vote shall be taken by ballot or by any other method of secret voting, except as provided in legislation.

26.18. Any Member may require the question or motion under discussion to be read at any time during the debate but not so as to interrupt a Member while speaking.

26.19. Motion to Reconsider:

a) Council shall not reconsider a substantive motion or By-Law until a Motion to Reconsider has been approved by Council.

b) A motion to reconsider may only be moved by a Member on the prevailing side.

c) After a substantive motion or By-Law has been decided, it shall be in order for any Member to move for reconsideration and such motion requires a seconder. If carried, the matter shall be reconsidered at the next regular meeting of Council or a Special Meeting of Council after the motion to reconsider was approved by Council.

d) A motion for reconsideration shall not be in order if Council is made aware that the motion or By-Law has been implemented resulting in legally binding commitments as of the date the motion to reconsider is moved.

e) Debate on a motion to reconsider shall be limited and confined to discussion that new information has come forward, errors in documentation were presented, incorrect statements were made during the original debate, or other brief and concise statements

were made during the original debate, or other brief and concise statements outlining the reasons for reconsideration. Debate on the original motion or By-Law proposed for reconsideration shall be prohibited until the motion to reconsider has been disposed of.

f) If a motion to reconsider is disposed of in the affirmative, it shall not be in order to reconsider the original motion or By-Law until the next regular meeting of Council or a Special Meeting of Council if so directed by Council by a two-thirds majority vote.

g) A motion to reconsider shall not be reconsidered.

h) Once a substantive motion or By-Law is reopened, it is reopened in its entirety unless the motion to reconsider specifies otherwise. The original motion or By-Law being reconsidered shall be subject to the rules of debate and amendment outlined herein.

i) After a substantive motion or By-Law has been reconsidered and decided, either in the negative or positive, it may not be further reconsidered within the calendar year following the meeting at which the motion or By-Law is reconsidered.

26.20. Adoption in a Single Motion

a) One or more report items on a Council or Committee Agenda may be adopted by use of a single motion. If a Member present at the meeting request that an item be discussed, or if a Member declares an interest pursuant to the provisions of The Municipal Conflict of Interest Act, then that item shall be withdrawn from the single motion and dealt with separately on the Agenda.

26.21. Notice of Motion

a) Notices of Motion shall be submitted in writing and delivered to the CAO/Clerk before 12 Noon on the day of the Council Meeting. The CAO/Clerk shall read the Notice into the record and no seconder is required. The Notice is not debatable at that time. The issue/subject matter of the Notice of Motion shall be dealt with at the next regularly scheduled Council Meeting.

27. Points of Order and Privilege

27.1. The Mayor or Presiding Officer shall preserve order and decide questions of order and may consult with the CAO/Clerk on rules of order.

27.2. Point of Order:

a) A Member may interrupt the person who has the floor to raise a point of order when such Member feels that there has been:

i. A deviation from or a breach of the Rules of Procedure or the Municipal Act, 2001, as amended; or

ii. A deviation from the matter under consideration and the current discussion is not within the scope of the proposed motion.

b) Upon hearing such a point of order, the Chair shall decide and state the point of order.

c) Thereafter, a Member shall only address the Chair for the purpose of appealing the Chair's decision to Council.

d) If no Member appeals, the decision of the Chair shall be final.

27.3 Any Member may appeal to Council or Committee on a decision of the Mayor or Presiding Officer on a point of order.

27.4 The Council or Committee, if appealed to, shall decide the question without debate and its decisions shall be final. The question so interrupted shall be resumed at the point where it was suspended.

28. By-Laws

28.1. Every By-Law presented to Council shall have three readings. Unless otherwise required by any act of statutory procedure, all by-laws shall be given first, second and third reading at one meeting in a single motion.

28.2. Every By-Law shall be numbered and signed by the Head of Council and the CAO/Clerk, sealed and recorded in the By-Law book.

28.3. The CAO/Clerk or designate is hereby authorized to make such minor deletions, additions or other changes in form to any By-Law before same is signed and sealed, for the purpose of ensuring correct and complete implementation of the actions of Council.

28.4. Council shall employ a Confirmatory By-Law immediately prior to adjournment for the purpose of validating decisions made in a resolution or direction given at the same meeting and which are not set out in another By-Law. The Confirmatory By-Law shall be read three times at the meeting for which it is being employed.

28.5. The CAO/Clerk shall include on all By-Laws enacted by Council the date(s) of its readings.

28.6. Upon passage, By-Laws shall be signed by the Mayor or Presiding Officer and the CAO/Clerk and embossed with the seal of the Corporation.

29. Adjournment

No item of business may be dealt with at any meeting after 4 hours of deliberations without the unanimous approval of those present.

PART V – Other Committees, Advisory Committees and External Boards

30. Council Representation on External Boards

30.1. The Township shall be represented on all external board and committees for whom appointments are sought or required, at the discretion of Council.

30.2. At the beginning and mid-point of each term of Council, the Mayor may request, with assistance of the CAO/Clerk or designate, a list of boards and committees each member of Council is interested in serving on for their Council term.

30.3. The Mayor shall submit, for Council, consideration a list of external boards and committees accompanied by one or more Council Members to be appointed to each of these bodies. The list may be debated at time of consideration.

30.4. Appointments shall be made through Resolution of Council.

31. Other Internal Committees or Advisory Committees

Council may create, appoint and dissolve any committee through by-law including Terms of Reference. Where no specific rules of procedure are specified, these Rules of Procedure shall apply.

PART VI – Other Matters

32. Conflict with another By-Law

In the event of any conflict between any provisions of this By-Law and any other By-Law hereto are passed; the provisions of this By-Law shall prevail.

33. Short Title

This By-Law shall be known as the “Procedural By-Law”.

34. Effective Date

34.1. That By-Law 2024-24 is hereby repealed.

34.2. This By-Law shall come into full force and shall take effect on February 10, 2026.

READ a first and second time this 10th day of February, 2026.

READ a third time and passed this 10th day of February, 2026.

MAYOR Daina Proctor

CAO/CLERK Hope Dillabough

THE CORPORATION OF THE TOWNSHIP OF HORTON

BY-LAW NO. 2026-08

Being a by-law to authorize an Agreement between

MILLER WASTE SYSTEMS INC.
Hereinafter called 'Miller'

AND

THE CORPORATION OF THE TOWNSHIP OF HORTON
Hereinafter called the 'Municipality'

WHEREAS Council of the Township of Horton wishes to enter into an Agreement with Miler Waste Systems Inc;

AND WHEREAS as of January 1, 2026, the Extended Producer Responsibility ("EPR") program under the (Ontario) Resource Recovery and Circular Economy Act, 2016, commences and this program dictates the requirements for the collection of blue box material from eligible sources as defined in the regulations;

AND WHEREAS sources that do not qualify as "eligible" sources under the regulations are deemed to be "non-eligible sources" and are exempt from the blue box collection under the EPR Program;

AND WHEREAS the Municipality wishes to provide collection services to certain non-eligible sources after January 1, 2026 and wishes to contract with Miller for the collection of this blue box material within the Municipality;

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 the Agreement attached hereto as Schedule "A" and forming a part of this by-law with Miller Waste Systems Inc. effective January 5, 2026.

2. That this by-law shall come into effect upon the passing thereof.

Read a First and Second Time this 10th day of February, 2026.

Read a Third Time and Passed this 10th day of February, 2026.

MAYOR Daina Proctor

CAO/CLERK Hope Dillabough

RETURN TO AGENDA

Agreement for the Collection
of
Recyclable Blue Box Materials
from
"Non-Eligible" Sources

between:

The Corporation of the Township Of Horton

and

Miller Waste Systems Inc.

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Agreement

This Agreement (the "**Agreement**"), for collection and processing of recyclable materials, effective as of the 5th day of January, 2026 **(**"**Effective Date**"),

Between:

THE CORPORATION OF THE TOWNSHIP OF HORTON

(hereinafter, the "**Municipality**")

and:

MILLER WASTE SYSTEMS INC.

(hereinafter, "**Miller**")

WHEREAS as of January 1, 2026, the Extended Producer Responsibility ("EPR") program under the (Ontario) *Resource Recovery and Circular Economy Act, 2016*, commences and this program dictates the requirements for the collection of blue box material from eligible sources as defined in the regulations;

AND WHEREAS sources that do not qualify as "eligible" sources under the regulations are deemed to be "non-eligible sources" and are exempt from the blue box collection under the EPR Program;

AND WHEREAS the Municipality wishes to provide collection services to certain non-eligible sources after January 1, 2026 and wishes to contract with Miller for the collection of this blue box material within the Municipality;

NOW THEREFORE in consideration of their respective Agreements set out below, the parties covenant and agree as follows:

ARTICLE 1 – INTERPRETATION AND GENERAL PROVISIONS

1.1 Defined Terms

When used in the Agreement, the following words or expressions have the following meanings:

"**Business Day**" means any working day, Monday to Friday inclusive, but excluding public holidays, namely: New Year's Day; Family Day; Good Friday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Christmas Day; Boxing Day.

"**HST**" means Ontario's Harmonized Sales Tax.

"**Losses**" means liabilities, costs, damages and expenses (including legal, expert and consulting fees).

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"**Miller's Personnel**" includes the directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors of Miller.

"OHSA" means the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1.

"**Proceeding**" means any action, claim, demand, lawsuit, or other proceeding.

"**Rate**" and "**Rates**" mean the applicable price, in Canadian funds, to be charged for the applicable services, as set out in Schedule B-2, representing the full amount chargeable by Miller for the provision of the respective services, but excluding HST.

"**Requirements of Law**" mean all applicable requirements, laws, statutes, codes, acts, ordinances, approvals, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licenses, authorizations, directions, and agreements with all Authorities that now or at any time hereafter may be applicable to either the Contract or the Services or any part of them and "Required by Law" has a similar meaning.

"Services" means the collection of Blue Box recycling materials from locations and sources that are not eligible for collection under the EPR program implemented in the Province of Ontario effective on January 1, 2026.

ARTICLE 2– PERFORMANCE BY CONTRACTOR

2.1 Commencement and Term of Contract

Miller shall commence performance of the Contract on January 5, 2026, or on such other date as may be mutually agreed upon by Miller and the Municipality (the "**Commencement Date**"). The Contract shall run from the Commencement Date, up to and including March 27, 2027 (the "Expiry Date", or the date of termination of the Agreement, if either of the Parties terminates the Agreement in accordance with its terms.

Prior to the Expiry Date, the Municipality shall have the option to extend this contract for two (2) additional one (1) year periods, with the Rates for the extended Term(s) to be negotiated by the Parties. Should the Municipality choose to exercise its option to extend the Agreement, the Municipality shall inform Miller in writing, no later than six (6) months prior to the Expiry Date, or the extended Expiry Date.

2.2 Notification by Contractor to Municipality

During the Term, Miller shall advise the Municipality promptly of: (a) any contradictions, discrepancies or errors found or noted in the Contract; (b) supplementary details, instructions or directions that do not correspond with those contained in the Contract; and (c) any omissions or other faults that become evident and should be corrected in order to provide the Services in accordance with the Contract and Requirements of Law.

2.3 Changes By Written Change Order Only

Any changes to the Contract shall be by written change order signed by the parties. No changes shall be effective or shall be carried out in the absence of such a change order.

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2.4 Contractor to Comply With Reasonable Change Requests

The Municipality may, in writing, request changes to the Contract and Miller shall comply with all reasonable change requests. If Miller is unable to comply with the change request, it shall promptly notify the Municipality and provide reasons for such non-compliance. In any event, any such change request shall not be effective until a written change order reflecting the change has been executed by the parties.

2.5 Pricing for Requested Changes

Where the Municipality change request includes an increase in the scope of the previously contemplated Services, Miller shall provide the Municipality with an estimate of the costs for Miller to complete such work, subject to the following. Where the Rates in effect at the time of the change request:

(a) include pricing for the particular type of Services contemplated in the change request, Miller shall not unreasonably refuse to provide those Services at prices consistent with those Rates; or

(b) are silent to the applicable price for the particular Service contemplated in the change request, the price shall be negotiated between the Municipality and Miller within a reasonable period of time;

and in any event, such change request shall not become effective until a written change order reflecting the change has been executed by the parties.

2.6 Accessibility Requirements

Miller's delivery of the Services shall comply with all applicable requirements, specifications and standards for accessibility established in accordance with the Human Rights Code, R.S.O. 1990, c. H.19, the *Ontarians with Disabilities Act*, *2001,* S.O. 2001, c. 32, and the *Accessibility for Ontarians with Disabilities Act*, 2005, S.O. 2005, c. 11, any regulations made thereto and any direction from the Municipality.

ARTICLE 3 – PAYMENT FOR PERFORMANCE

3.1 Payment According to Contract Rates

The Municipality shall, subject to Miller's compliance with the Agreement, pay Miller for the Services provided at the Rates established under the Agreement, as set out in Schedule B.

3.2 Billing and Payment Process

Unless the parties expressly set out an alternative billing and payment process, the following process shall govern:

(a) Miller shall provide the Municipality with a monthly invoice no later than ten (10) Business Days after the end of each month and that invoice shall include: (i) the reference number assigned to the Contract by the Municipality; (ii) a description of the Services provided for the relevant month as set out in Schedule A; and (iii) taxes, payable by the Municipality, identified as separate items;

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(b) in the event that the Municipality rejects the monthly invoice, it shall so advise Miller promptly in writing and Miller shall provide additional information as required by the Municipality to substantiate the invoice;

(c) each monthly invoice is subject to the approval of the Municipality before any payment is released and payment shall be made within thirty (30) calendar days of such approval; and

(d) it is acknowledged and agreed that the Municipality may require that Miller include additional information in the monthly invoice, upon notice to Miller.

3.3 No Expenses or Additional Charges

There shall be no other charges payable by the Municipality under the Contract to Miller other than the Rates established under the Contract.

3.4 Interest on Late Payment

If a payment is in arrears through no fault of Miller, Miller shall be entitled to interest upon any amounts owing for more than thirty (30) calendar days on account of delay in payment by the Municipality, until payment of the unpaid amount. The interest shall be simple interest payable monthly at a rate of the Bank of Canada prime rate plus one percent (1%) per annum.

3.5 Currency

All references to currency in the Agreement shall be to Canadian dollars.

ARTICLE 4 – INDEMNITY AND INSURANCE

4.1 Contractor Indemnity

Miller shall indemnify and hold harmless the Municipality from and against all Losses and Proceedings, by whomever made, sustained, incurred, brought or prosecuted, arising out of, or in connection with anything done or omitted to be done by Miller or Miller's Personnel in the course of the performance of Miller's obligations under the Contract or otherwise in connection with the Contract. The obligations contained in this section shall survive the termination or expiry of the Agreement.

4.2 Contractor's Insurance

Miller hereby agrees to put in effect and maintain insurance for the Term, at its own cost and expense, with insurers having a secure A.M. Best rating of B + or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person in the business of Miller would maintain including, but not limited to, the following:

(a) commercial general liability insurance on an occurrence basis for third-party bodily injury, personal injury and property damage, to an inclusive limit of not less than five million dollars ($5,000,000.00) per occurrence, two million dollars ($2,000,000.00) products and completed operations aggregate.

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(b) Automobile liability insurance for an amount not less than five million ($5,000,000) dollars per occurrence on forms meeting statutory requirements covering all owned, non-owned, operated, hired, and leased vehicles used in the execution of this Agreement.

(c) Miller shall insure all Equipment used for the performance of the Work under this Agreement and shall not allow subrogation claims by the insurer against the Municipality;

(d) Environmental impairment liability insurance (on a claims made or occurrence made basis) covering the work and services described in this Agreement including coverage for loss or claims arising from contamination to third party property damage, bodily injury, personal injury, cleanup costs, and legal defense during the execution of this Agreement. Such policy shall provide coverage for an amount not less than two million ($2,000,000) dollars and shall remain in force for twelve (12) months following completion of work; and

The policies are to include the following:

(i) the Municipality as an additional insured with respect to liability arising in the course of performance of Miller's obligations under, or otherwise in connection with, the Contract;

(ii) contractual liability coverage;

(iii) cross-liability clause; and

(iv) thirty (30) calendar day written notice of cancellation, termination or material change.

4.3 Proof of Insurance

Miller shall provide the Municipality with certificates of insurance, or other proof as may be requested by the Municipality, that confirms the insurance coverage as provided for in Section 4.2, and renewal replacements on or before the expiry of any such insurance. Upon the request of the Municipality, a copy of each insurance policy shall be made available to it.

4.4 Proof of WSIA Coverage

Miller shall submit a valid clearance certificate of *Workplace Safety and Insurance Act, 1997* ("WSIA") coverage to the Municipality. In addition, Miller shall, from time to time at the request of the Municipality, provide additional WSIA clearance certificates. Miller covenants and agrees to pay when due, and to ensure that each of its Subcontractors pays when due, all amounts required to be paid by it/its Subcontractors, from time to time during the Term, under the WSIA, failing which the Municipality shall have the right, in addition to and not in substitution for any other right it may have pursuant to the Contract or otherwise at law or in equity, to pay to the Workplace Safety and Insurance Board any amount due pursuant to the WSIA and unpaid by Miller or its Subcontractors and to deduct such amount from any amount due and owing from time to time to Miller pursuant to the Contract together with all costs incurred by the Municipality in connection therewith.

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4.5 Contractor Participation in Proceedings

Miller shall, at its own expense, to the extent requested by the Municipality, participate in or conduct the defence of any proceeding against the Municipality as required under the indemnification obligations in Section 4.1, and any negotiations for its settlement. The Municipality may elect to participate in or conduct the defence of any such proceeding by notifying Miller in writing of such election without prejudice to any other rights or remedies of the Municipality under the Contract, Agreement, at law or in equity. Each party participating in the defence shall do so by actively participating with the other's counsel. Miller shall not enter into any settlement unless it has obtained the prior written approval of the Municipality. If Miller is requested by the Municipality to participate in or conduct the defence of any such proceeding, the Municipality agrees to co-operate with and assist Miller to the fullest extent possible in the proceedings and any related settlement negotiations. If the Municipality conducts the defence of any such Proceedings, Miller agrees to co-operate with and assist the Municipality to the fullest extent possible in the proceedings and any related settlement negotiations. This section shall survive any termination or expiry of the Agreement.

ARTICLE 5 – FORCE MAJEURE, TERMINATION AND EXPIRY

5.1 Force Majeure

Neither party shall be liable for damages caused by delay or failure to perform its obligations under the Contract where such delay or failure is caused by an event beyond its reasonable control. The parties agree that an event shall not be considered beyond one's reasonable control if a reasonable person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Contract would have put in place contingency plans to either materially mitigate or negate the effects of such event.

Without limiting the generality of the foregoing, the parties agree that force majeure events shall include, but not be limited to, natural disasters and acts of war, insurrection and terrorism but shall not include shortages or delays relating to Services. If a party seeks to excuse itself from its obligations under the Contract due to a force majeure event, that party shall immediately notify the other party of the delay or non- performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. If the anticipated or actual delay or non-performance exceeds thirty (30) Business Days, the other party may immediately terminate the Contract by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under the Contract, at law or in equity.

5.2 Termination of Agreement

The Municipality may terminate the Agreement upon giving notice to Miller where:

(a) Miller is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of Miller's insolvency;

(b) Miller undergoes a change in control which adversely affects Miller's ability to satisfy some or all of its obligations under the Contract; or

(c) Miller subcontracts for the provision of part or all of the Services or assigns the Contract without first obtaining the written approval of the Municipality,

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and the above rights of termination are in addition to all other rights of termination available at law, or events of termination by operation of law.

5.3 Rectification of Breach or Default

Where Miller is in breach of its obligations under the Contract, the Municipality may issue a rectification notice to Miller setting out the details of the breach or default and a proposed time-frame for rectification. Within seven (7) Business Days of receipt of that notice, Miller shall either: (a) comply with that rectification notice; or (b) provide a rectification plan satisfactory to the Municipality. If Miller fails to either comply with that rectification notice or provide a satisfactory rectification plan, the Municipality may terminate the Contract.

5.4 Contractor's Obligations on Termination

On termination of the Agreement, Miller shall, in addition to its other obligations under the Contract and at law:

(a) at the request of the Municipality, provide the Municipality with any completed or partially completed Services;

(b) provide the Municipality with a report detailing: (i) the current state of the provision of Services by Miller at the date of termination; and (ii) any other information requested by the Municipality pertaining to the provision of the Services and performance of the Agreement;

(c) execute such documentation as may be required by the Municipality to give effect to the termination of the Agreement; and

(d) comply with any other instructions provided by the Municipality, including but not limited to instructions for facilitating the transfer of its obligations to another contractor.

This section shall survive any termination of the Agreement.

5.5 Contractor's Payment Upon Termination

On termination of the Agreement, the Municipality shall only pay for the Services completed to the satisfaction of the Municipality in accordance with the terms of the Agreement up to and including the effective date of any termination as well as a fair and reasonable fee for Services not completed to the satisfaction of the Municipality. Termination shall not relieve Miller of its warranties and other responsibilities relating to the Services performed or money paid. In addition to its other rights of hold back or set off, the Municipality may hold back payment or set off against any payments owed if Miller fails to comply with its obligations on termination.

5.6 Notices

(a) All required notices must be in writing and must be delivered by postage-prepaid envelope, personal delivery or email and shall be addressed to:

The Municipality at:

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The Corporation of the Township Of Horton
2253 Johnston Road
Renfrew, Ontario K7V 3Z8

Attention: Hope Dillabough, CAO/Clerk
Tel: 613-432-6271
Email: hdillabough@hortontownship.ca

And to:

Attention: Daina Proctor, Mayor
Tel: 613-432-6271
Email: dproctor@hortontownship.ca

Miller at:

Miller Waste Systems Inc.
505 Miller Ave.
Markham, Ontario L6G 1B2

Attention: Joe Johnson, President
Tel: 905-475-6356
Email: Joe.Johnson@millerwaste.ca

And to:

Attention: Fadi Kasouf, District Manager
Tel: 613-749-2222 ext. 2308
Email: Fadi.Kasouf@millerwaste.ca

(b) Notices will be considered 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 email, one (1) Business Day after such notice is received by the other party. In the event of a postal disruption, notices must be given by personal delivery or by email. Unless the parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this section.

ARTICLE 6 – OCCUPATIONAL HEALTH AND SAFETY REQUIREMENTS

6.1 Compliance with the Occupational Health and Safety Act

Miller is required to comply with the OHSA and regulations and applicable OPS and site-specific health and safety requirements. Miller is responsible for meeting all of the Employer obligations under the OHSA and shall ensure that all work is carried out safely.

The Municipality may direct Miller to stop the work where Miller fails to comply with OHSA or its regulations and an immediate danger to worker health and safety is observed. Failure or refusal

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by Miller to correct the observed violation, or willful or repeated non-compliance may, subject to Article 5 – Force Majeure, Termination and Expiry, result in termination of the Agreement.

6.2 Valid Drivers License

Miller shall ensure all of its drivers possess a valid Ontario driver's license to operate the collection equipment.

6.3 Training on Health and Safety and Traffic Laws

The Contractor shall provide a training program, that is satisfactory to the Municipality, to ensure that its employees are familiar with all safety procedures, the Contractor's Health and Safety policies, all traffic laws, including by-laws, and complaint procedures.

ARTICLE 7– NATURE OF RELATIONSHIP BETWEEN PARTIES

7.1 Authority to Contract

Miller represents and warrants that it has the full right, power and authority to enter into the Contract and there is no agreement with any other Person which would in any way interfere with the rights of the Municipality under this Contract. The parties represent that their respective representatives have the authority to legally bind them to the extent permissible by the Requirements of Law.

7.2 Contractor Not a Partner, Agent or Employee

Miller shall have no power or authority to bind the Municipality or to assume or create any obligation or responsibility, express or implied, on behalf of the Municipality. Miller shall not hold itself out as an agent, partner or employee of the Municipality. Nothing in the Contract shall have the effect of creating an employment, partnership, joint venture or agency relationship between the Municipality and Miller (or any of Miller's Personnel).

7.3 No Subcontracting or Assignment

Miller shall not subcontract or assign the whole or any part of the Contract without the prior written consent of the Municipality. Such consent shall be in the sole discretion of the Municipality and subject to the terms and conditions that may be imposed by the Municipality. Without limiting the generality of the conditions which the Municipality may require prior to consenting to Miller's use of a subcontractor, every contract entered into by Miller with a subcontractor shall adopt all of the terms and conditions of the Contract as far as applicable to those parts of the Services provided by the subcontractor.

7.4 Conflict of Interest

Miller shall ensure that it and Miller's Personnel working on the Services: (a) avoid any Conflict of Interest in the performance of the Contract; (b) disclose to the Municipality without delay any actual or potential Conflict of Interest that arises during the performance of the Contract; and (c) comply with any requirements prescribed by the Municipality to resolve any Conflict of Interest.

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7.5 Conduct of Miller Employees

Miller shall conduct itself as if it is a representative of the Municipality while performing Services under this Contract.

Miller shall ensure that its Personnel understand and acknowledge that they are working in a public environment and will be in the presence of children. Miller Personnel shall abide by Miller's Code of Conduct policy and shall not use profane, foul, vulgar, obscene or inappropriate language or actions while performing Work under this Contract. Miller understands that the appearance of its Personnel and vehicles, the manner in which the vehicle is operated, and how its Personnel interact with the public, is a reflection on the Municipality, and as such, Miller Personnel shall always project a professional image. The Contractor will remove any employee contravening this Section, or soliciting any gratuity for Services done under this Contract, from the job.

Miller shall handle all waste containers or other receptacles with due care and after removing their contents, shall place them at the point from which they were taken.

If any Miller Personnel encounter a situation that is beyond their control, that employee shall immediately notify their supervisor, who shall immediately notify the Municipality. The Municipality reserves the right to request that an alternate individual be assigned to the service route if appropriate public relations are not being maintained by the employee, in the opinion of the Municipality.

7.6 Customer Service

Throughout the Term of the Contract, Miller shall maintain a local or toll-free telephone number and email address or web portal, for the purpose of receiving direction from the Municipality and/or complaints, questions or comments from the public during regular working hours. The telephone number and email address or web portal used must allow the Municipality or the public to reach the Miller's staff between the hours of 7:00 a.m. and 5:00 p.m., Monday to Friday, in order to receive complaints, enquiries, and instructions from the Municipal Representative or the public. Miller shall be responsible to maintain this specific telephone line and email address or web portal for the duration of the Contract and will ensure that it has competent, conscientious, courteous employees who are in a position to respond to minor concerns of the Municipality or public within one (1) hour, and major concerns within twenty-four (24) hours.

Miller shall provide the Municipality with an emergency after-hours contact person and telephone number, should a problem arise with the performance of the Work.

ARTICLE 8 – MISCELLANEOUS

8.1 Entire Agreement

The Contract embodies the entire agreement between the parties with regard to the provision of Services and supersedes any prior understanding or agreement, collateral, oral or otherwise with respect to the provision of the Services, existing between the parties at the date of execution of the Agreement.

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8.2 Severability

If any term or condition of the Contract, or the application thereof to the parties or to any Persons or circumstances, is to any extent invalid or unenforceable, the remainder of the Contract, and the application of such term or condition to the parties, Persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

8.3 Governing Law

The Contract shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and the parties hereby agree that any dispute arising out of or in relation to the Contract shall be determined in the Province of Ontario.

8.4 Contract Binding

The Contract shall enure to the benefit of and be binding upon the parties and their successors, executors, administrators and their permitted assigns.

8.5 Counterparts & Electronic Signature

The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Agreement may be validly executed and delivered by means of transmission of signed facsimile or by email transmission of an electronically scanned original signature (such as in PDF file format).

(Signatures on the following page.)

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IN WITNESS WHEREOF the parties hereto have executed the Agreement effective as of the date first above written.

THE CORPORATION OF THE TOWNSHIP OF HORTON

Per: _____
Name: Daina Proctor
Title: Mayor

Per: _____
Name: Hope Dillabough
Title: CAO/Clerk
We have authority to bind the municipality.

MILLER WASTE SYSTEMS INC.

Per: _____
Name: Joe Johnson
Title: President

Per: _____
Name: Steve Moote
Title: CFO
We have authority to bind the corporation.

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Schedule A

Scope of Work and Services

1. Description of Services

1.1 Miller shall provide collection services, including pickup, removal and hauling of Blue Box materials to a receiving and/or processing facility for non-eligible source locations.

1.1.1 The Contactor shall provide curbside or container collection services from all service locations listed in Schedule B, Table B-2. Where the location of the curbside or other containers is not obvious, the Municipality shall be responsible for arranging with each location to determine the collection point for Blue Box material at the property.

1.1.2 Miller shall retain responsibility for, and control of, Blue Box material from the point of collection through to delivery to the receiving or processing facility.

1.1.3 Miller is not responsible for replacing a damaged or missing collection container, unless the damaged or missing container is a direct result of the mistreatment of the container by Miller personnel.

1.1.4 Miller will not scavenge or permit its employees or subcontractors to scavenge any Blue Box material that has been set out for collection during the performance of the Work.

1.1.5 Miller shall collect one hundred percent (100%) of the Blue Box material (excluding any Blue Box material that is Non-Compliant) set out on each approved collection route on the approved collection day. If notified of, or if Miller otherwise becomes aware of, a missed collection, Miller shall rectify the missed collection by collecting the Blue Box material missed that same day, or on the next Business Day.

1.1.6 If Miller encounters any impassable obstruction, including road construction and repaving, or utilities or other contractors working on the traveled portion of the collection route, Miller will document the location and provide to the Municipality and will return at least once that day at a mutually agreeable time to the extent the impassable obstruction is removed during collection hours, to collect the set out Blue Box material.

1.1.7 If Blue Box material is non-compliant, Miller shall place in a prominent location a non-compliance notification tag that identifies the specific problem(s) and reason(s) for non-compliance and not collect the non-compliant materials.

1.1.8 Miller will collect the Blue Box material from the non-eligible sources listed in Schedule B, Table B-2, and maintain records of the number of stops on each route collected and the tonnages collected.

1.1.9 Unless the Municipality pays the disposal rates directly to the receiving or processing facility, the Municipality agrees to reimburse Miller for the actual disposal costs charged to Miller, without markup or adjustment. Where Miller co-collects Blue Box materials from more than one municipality, the Municipality agrees to reimburse Miller for the disposal costs on a proportionate basis, based on the number of stops within the Municipality, as compared against the total number of stops from the other municipalities, as set out at the bottom of Schedule B, Table B-2, that are co-collected with its Blue Box materials.

1.1.10 The Contractor is required to clean-up spillage and loose material resulting from the Work, animal problems, broken containers, or for any other reason. The Contractor will not leave or deposit any material on any portion of the street, sidewalk, boulevard, or other private or public property.

1.1.11 Collection shall occur on Fridays except where a Friday falls on a non-businesses Day (i.e. Holiday) in which case the collection will be re-scheduled to a mutually agreeable day.

1.1.12 Several large Commercial, Industrial and Institutional properties do not utilize the Municipality's Municipal collection program. These locations have full private collection programs in place and do not use the curbside collection program. These locations are not included in the service location list (Table B-2).

2. Documentation and Payment

2.1 In consideration of the provision of the collection services by Miller, the Municipality agrees to pay compensation to Miller at the rates set out in Schedule B, Table B-1 below. The rates in Table B-1 shall not be subject to adjustment unless and until the Term of the Agreement is extended. If the Municipality elects the option to extend the Agreement, the Parties shall negotiate a mutually agreeable adjustment to the rates at that time.

2.2 Beginning in February 2026, Miller shall provide an invoice for the collection services provided in the prior month, including a summary of the number of collection stops and the total tonnage of the Blue Box material collected.

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Schedule B

Service Rates and Locations

Table B-1: Collection Rates

Service Provided	Pricing Basis	Rate
Blue Box Material Collection beginning January 5, 2026	per stop / month	$ 29.25
Disposal Costs	Reimbursement of actual cost (without markup)	

Note: The Rate provided is contingent on nine municipalities in the region contracting with Miller for the collection of non-eligible Blue Box materials. If one or more municipalities withdraws or fails to execute an agreement for the Services, the Municipality agrees that Miller may adjust its Rate for the Services.

Table B-2: Service Locations *(List to be finalized by the parties.)*

Street Address	Municipality	No. of stops
	Total Number of Stops	**47**

(Number of stops from other municipalities co-collected with Horton's material: **595**)

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THE CORPORATION OF THE TOWNSHIP OF HORTON

BY-LAW NO. 2026-09

Being a by-law to authorize the execution of the Fire Protection Grant

Between His Majesty the King in right of Ontario as represented by the Solicitor General

AND

The Corporation of the Township of Horton

WHEREAS the Municipal Act, 2001 confers broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

AND WHEREAS Section 8 of the Municipal Act, 2001 as amended, provides that a municipality has the capacity, rights and powers of a natural person for the purpose of exercising its authority under this or any other Act;

THEREFORE BE IT RESOLVED THAT the Corporation of the Township of Horton **ENACTS AS FOLLOWS**:

1. That the Mayor and CAO/Clerk be authorized to sign the Fire Protection Grant Agreement between His Majesty the King in right of Ontario as represented by the Solicitor General and the Corporation of the Township of Horton on behalf of the Township of Horton attached hereto and marched as Schedule "A" to this By-Law.

2. That this agreement shall come into effect January 2nd, 2026.

BE IS 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 10th day of February, 2026.

Read a Third Time and Passed this 10th day of February, 2026.

MAYOR Daina Proctor

CAO/CLERK Hope Dillabough

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ONTARIO FIRE PROTECTION GRANT TRANSFER PAYMENT AGREEMENT

THE AGREEMENT, effective as of the (The **"Effective Date"**)

B E T W E E N:

His Majesty the King in right of Ontario
as represented by the Solicitor General

(referred to as the **"Province")**

- and -

Corporation of the Township of Horton

(the **"Recipient")**

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 **Schedules to the Agreement.** The following schedules form part of the Agreement:

Schedule "A" -	General Terms and Conditions
Schedule "B" -	Project Specific Information and Additional Provisions
Schedule "C" -	Project
Schedule "D" -	Budget
Schedule "E" -	Payment Plan
Schedule "F" -	Reports

1.2 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule "A", the following rules will apply:

(a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule "A"; and

(b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule "A", the Additional Provisions will prevail over the provisions in Schedule "A" to the extent of the inconsistency.

3.0 COUNTERPARTS

3.1 **One and the Same Agreement.** The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

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4.0 AMENDING THE AGREEMENT

4.1 This Agreement may be amended upon the agreement of all Parties, which shall be executed in writing.

5.0 ACKNOWLEDGEMENT

5.1 The Recipient acknowledges that:

(a) by receiving Funds, it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario;

(b) His Majesty the King in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act*, 2010 (Ontario);

(c) the Funds are:

(i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;

(ii) funding for the purposes of the *Public Sector Salary Disclosure Act*, 1996 (Ontario);

(d) the Province is not responsible for carrying out the Project;

(e) the Province is bound by the Freedom of Information and Protection of Privacy Act (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act; and

(f) the Province is bound by the Financial Administration Act (Ontario) ("FAA") and, pursuant to subsection 11.3(2) of the FAA, payment by the Province of Funds under the Agreement will be subject to,

(i) an appropriation, as that term is defined in subsection 1(1) of the FAA, to which that payment can be charged being available in the Funding Year in which the payment becomes due; or

(ii) the payment having been charged to an appropriation for a previous fiscal year.

SIGNATURE PAGE FOLLOWS

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The Parties have executed the Agreement on the dates set out below.

HIS MAJESTY THE KING IN RIGHT OF ONTARIO
as represented by the Solicitor General

_____
Date

_____
Name: Carrie Clark

Title: Deputy Fire Marshal

Corporation of the Township of Horton

_____
Date

_____
Name:

_____
Title:

I have authority to bind the Recipient

_____
Date

_____
Name:

_____
Title:

I have authority to bind the Recipient

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SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 Interpretation. For the purposes of interpretation:

(a) words in the singular include the plural and vice-versa;

(b) words in one gender include all genders;

(c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;

(d) any reference to dollars or currency will be in Canadian dollars and currency; and

(e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

A1.2 Definitions. In the Agreement, the following terms will have the following meanings:

"Additional Provisions" means terms and conditions set out in Schedule "B".

"Agreement" means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

"Budget" means the budget attached to the Agreement as Schedule "D".

"Business Day" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

"Effective Date" means the date set out at the top of the Agreement.

"Event of Default" has the meaning ascribed to it in section A12.1.

"Expiry Date" means the expiry date set out in Schedule "B".

"Funding Year" means.

(a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and

(b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiry Date, whichever is first.

"Funds" means the money the Province provides to the Recipient pursuant to the Agreement.

"Indemnified Parties" means His Majesty the King in right of Ontario, His ministers, agents, appointees, and employees.

"Loss" means any cause of action, liability, loss, cost, damage, or expense (including legal, expert and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any other part of the Agreement.

"Maximum Funds" means the maximum set out in Schedule "B".

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"Notice" means any communication given or required to be given pursuant to the Agreement.

"Notice Period" means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A12.3(b) and includes any such period or periods of time by which the Province extends that time.

"Parties" means the Province and the Recipient.

"Party" means either the Province or the Recipient.

"Proceeding" means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

"Project" means the undertaking described in Schedule "C" and as may be amended from time to time.

"Records Review" means any assessment the Province conducts pursuant to section A7.4.

"Reports" means the reports described in Schedule "F".

A2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

A2.1 General. The Recipient represents, warrants, and covenants that:

(a) it is, and will continue to be a validly existing legal entity with full power to fulfill its obligations under the Agreement;

(b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;

(c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and

(d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 Execution of Agreement. The Recipient represents and warrants that it has:

(a) the full power and capacity to enter into the Agreement; and

(b) taken all necessary actions to authorize the execution of the Agreement.

A2.3 Governance. The Recipient represents, warrants and covenants that it has, will maintain, in writing, and will follow:

(a) procedures to enable the Recipient's ongoing effective functioning;

(b) decision-making mechanisms for the Recipient;

(c) procedures to enable the Recipient to manage Funds prudently and effectively;

(d) procedures to enable the Recipient to complete the Project successfully;

(e) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;

(f) procedures to enable the preparation and submission of all Reports

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required pursuant to Article A7.0; and

(g) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 Supporting Proof. Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

A3.0 TERM OF THE AGREEMENT

A3.1 Term. The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0 or Article A12.0.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 Funds Provided. The Province will:

(a) provide the Recipient with Funds up to the Maximum Funds for the purpose of carrying out the Project;

(b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule "E"; and

(c) deposit the Funds into an account designated by the Recipient provided that the account:

(i) resides at a Canadian financial institution;

(ii) is in the name of the Recipient; and

(iii) is registered in TPON.

A4.2 Limitation on Payment of Funds. Despite section A4.1:

(a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof required pursuant to section A10.2;

(b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project; and

(c) the Province may adjust the amount of Funds it provides to the Recipient based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.2.

A4.3 Use of Funds and Carrying Out the Project. The Recipient will do all of the following:

(a) carry out the Project in accordance with the Agreement;

(b) use the Funds only for the purpose of carrying out the Project;

(c) spend the Funds only in accordance with the Budget;

(d) not use the Funds to cover any cost that has been or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

A4.4 Interest-Bearing Account. If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in

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an interest-bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 Interest. If the Recipient earns any interest on the Funds, the Province may do either or both of the following:

(a) deduct an amount equal to the interest from any further instalments of Funds;

(b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 Interest. Rebates, Credits, and Refunds. The Province will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

A5.1 Acquisition. If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that promotes the best value for money.

A5.2 Disposal. The Recipient will not, without the Province's prior consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as set out in Schedule "B" at the time of purchase.

A6.0 CONFLICT OF INTEREST

A6.1 Conflict of Interest Includes. For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

(a) the Recipient; or

(b) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.2 No Conflict of Interest. The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

(a) the Recipient:

(i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and

(ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;

(b) the Province provides its consent to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and

(c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

A7.0 REPORTING, ACCOUNTING AND REVIEW

A7.1 Province Includes. For the purposes of sections A7.4, A7.5 and A7.6,

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"Province" includes any auditor or representative the Province may identify.

A7.2 Preparation and Submission. The Recipient will:

(a) submit to the Province at the address set out in Schedule "B":

(i) all Reports in accordance with the timelines and content requirements set out in Schedule "F";

(ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time;

(b) ensure that all Reports and other reports are:

(i) completed to the satisfaction of the Province; and

(ii) signed by an authorized signing officer of the Recipient.

A7.3 Record Maintenance. The Recipient will keep and maintain for a period of seven years from their creation:

(a) all financial records (including invoices and evidence of payment) relating to the Funds or otherwise to the Project in a manner consistent with either international financial reporting standards or generally accepted accounting principles or any comparable accounting standards that apply to the Recipient; and

(b) all non-financial records and documents relating to the Funds or otherwise to the Project.

A7.4 Records Review. The Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:

(a) the truth of any of the Recipient's representations and warranties;

(b) the progress of the Project;

(c) the Recipient's allocation and expenditure of the Funds.

A7.5 Inspection and Removal. For the purposes of any Records Review, the Province may take one or both of the following actions:

(a) inspect and copy any records and documents referred to in section A7.3; and

(b) remove any copies the Province makes pursuant to section A7.5(a).

A7.6 Cooperation. To assist the Province in respect of its rights provided for in section A7.5, the Recipient will cooperate with the Province by:

(a) ensuring that the Province has access to the records and documents wherever they are located;

(b) assisting the Province to copy records and documents;

(c) providing to the Province, in the form the Province specifies, any information the Province identifies; and

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(d) carrying out any other activities the Province requests.

A7.7 No Control of Records. No provision of the Agreement will be construed to give the Province any control whatsoever over any of the Recipient's records.

A7.8 Auditor General. The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the Auditor General Act (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 Acknowledge Support. Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its Project-related publications, whether written, oral, or visual, including public announcements or communications:

(a) acknowledge the support of the Province for the Project;

(b) ensure that any acknowledgement is in a form and manner as the Province directs;

(c) indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province; and

(d) obtain prior written approval from the Province before using any logo or symbol of the Government of Ontario, the Ministry of the Solicitor General or the Office of the Fire Marshal in any communications including press releases, published reports, radio and television programs and public or private meetings, or in any other type of promotional material, relating to the Project or this Agreement.

A8.2 Notice of Project-Related Communications. Unless the Province directs the Recipient to do otherwise, the Recipient will provide written notice to the Province a minimum of 14 Business Days in advance of all Project-related publications, whether written, oral, or visual, including public announcements or communications.

A9.0 INDEMNITY

A9.1 Indemnify. The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the gross negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 Insurance. The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount set out in Schedule "B" per occurrence, which commercial general liability insurance policy will include the following:

(a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;

(b) a cross-liability clause;

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(c) contractual liability coverage; and

(d) at least 30 days' written notice of cancellation.

A10.2 Proof of Insurance. The Recipient will,

(a) provide to the Province, either,

(i) certificates of insurance that confirm the insurance coverage required by section A10.1; or

(ii) other proof that confirms the insurance coverage required by section A10.1; and

(b) in the event of a Proceeding, and upon the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement, or both.

A11.0 TERMINATION ON NOTICE

A11.1 Termination on Notice. This Agreement may be terminated by the Province at any time without liability, penalty, or costs upon giving at least thirty (30) days prior written Notice to the Recipient.

A11.2 When Termination Effective. Termination under Article A11.1 will take effect as provided for in the Notice.

A11.3 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

(a) cancel further installments of Funds;

(b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and

(c) determine the reasonable costs for the Recipient to wind down the Project, and do the following:

(i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b);

(ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A12.1 Events of Default. Each of the following events will constitute an Event of Default:

(a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

(i) carry out the Project;

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(ii) use or spend Funds; or

(iii) provide, in accordance with section A7.2, Reports or such other reports as the Province may have requested pursuant to section A7.2(a)(ii);

(b) the Recipient's operations, its financial condition, its organizational structure or its control changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;

(c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver;

(d) the Recipient ceases to operate.

A12.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

(a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;

(b) provide the Recipient with an opportunity to remedy the Event of Default;

(c) suspend the payment of Funds for such period as the Province determines appropriate;

(d) reduce the amount of the Funds;

(e) cancel further instalments of Funds;

(f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;

(g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;

(h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;

(i) demand from the Recipient the payment of an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and

(j) upon giving Notice to the Recipient, terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province.

A12.3 Opportunity to Remedy. If, pursuant to section A12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

(a) the particulars of the Event of Default; and

(b) the Notice Period.

A12.4 Recipient not Remedying. If the Province provides the Recipient with an opportunity to remedy the Event of Default pursuant to section A12.2(b), and:

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(a) the Recipient does not remedy the Event of Default within the Notice Period;

(b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or

(c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

A12.5 When Termination Effective. Termination under Article A12.0 will take effect as provided for in the Notice.

A13.0 FUNDS AT THE END OF A FUNDING YEAR

A13.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A12.0, if, by the end of a Funding Year, the Recipient has not spent all of the Funds allocated for that Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

(a) demand from the Recipient payment of the unspent Funds;

(b) adjust the amount of any further instalments of Funds accordingly.

A14.0 FUNDS UPON EXPIRY

A14.1 Funds Upon Expiry. Upon expiry of the Agreement, the Recipient will pay to the Province any Funds remaining in its possession, under its control, or both.

A15.0 DEBT DUE AND PAYMENT

A15.1 Payment of Overpayment. If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

(a) deduct an amount equal to the excess Funds from any further instalments of Funds; or

(b) demand that the Recipient pay to the Province an amount equal to the excess Funds.

A15.2 Debt Due. If, pursuant to the Agreement:

(a) the Province demands from the Recipient the payment of any Funds, an amount equal to any Funds or any other amounts owing under the Agreement; or

(b) the Recipient owes to the Province any Funds, an amount equal to any Funds or any other amounts owing under the Agreement, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

A15.3 Interest Rate. The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then current interest rate charged by the Province of Ontario on accounts receivable.

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A15.4 Payment of Money to Province. The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province at the address set out in Schedule "B".

A15.5 Fails to Pay. Without limiting the application of section 43 of the Financial Administration Act (Ontario), if the Recipient fails to pay any amount owing under the Agreement, His Majesty the King in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by His Majesty the King in right of Ontario.

A16.0 NOTICE

A16.1 Notice in Writing and Addressed. Notice will be:

(a) in writing;

(b) delivered by email, postage-prepaid mail, personal delivery, courier or fax; and

(c) addressed to the Province or the Recipient as set out in Schedule "B", or as either Party later designates to the other by Notice.

A16.2 Notice Given. Notice will be deemed to have been given:

(a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or

(b) in the case of fax, one Business Day after the Notice is delivered; and

(c) in the case of email, personal delivery or courier on the date on which the Notice is delivered.

A16.3 Postal Disruption. Despite section A16.2(a), in the event of a postal disruption:

(a) Notice by postage-prepaid mail will not be deemed to be given; and

(b) the Party giving Notice will give Notice by email, personal delivery, courier or fax.

A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A17.1 Consent. When the Province provides its consent pursuant to the Agreement:

(a) it will do so by Notice;

(b) it may attach any terms and conditions to the consent; and

(c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province may have attached to the consent.

A18.0 SEVERABILITY OF PROVISIONS

A18.1 Invalidity or Unenforceability of Any Provision. The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A19.0 WAIVER

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A19.1 Condonation not a waiver. Failure or delay by the either Party to exercise any of its rights, powers or remedies under the Agreement will not constitute a waiver of those rights, powers or remedies and the obligations of the Parties with respect to such rights, powers or remedies will continue in full force and effect.

A19.2 Waiver. Either Party may waive any of its rights, powers or remedies under the Agreement by providing Notice to the other Party. A waiver will apply only to the specific rights, powers or remedies identified in the Notice and the Party providing the waiver may attach terms and conditions to the waiver.

A20.0 INDEPENDENT PARTIES

A20.1 Parties Independent. The Recipient is not an agent, joint venturer, partner or employee of the Province and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is or take any actions that could establish or imply such a relationship.

A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A21.1 No Assignment. The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A21.2 Agreement Binding. All rights and obligations contained in the Agreement will extend to and be binding on:

(a) the Recipient's heirs, executors, administrators, successors, and permitted assigns; and

(b) the successors to His Majesty the King in right of Ontario.

A22.0 GOVERNING LAW

A22.1 Governing Law. The Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A23.0 FURTHER ASSURANCES

A23.1 Agreement into Effect. The Recipient will:

(a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and

(b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A24.0 JOINT AND SEVERAL LIABILITY

A24.1 Joint and Several Liability. Where the Recipient comprises more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A25.0 RIGHTS AND REMEDIES CUMULATIVE

RETURN TO AGENDA

A25.1 Rights and Remedies Cumulative. The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A26.1 Other Agreements. If the Recipient:

(a) has failed to comply with any term, condition, or obligation under any other agreement with His Majesty the King in right of Ontario or one of His agencies (a "**Failure**");

(b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;

(c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and

(d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A27.0 SURVIVAL

A27.1 Survival. The following Articles and sections, and all applicable cross-referenced Articles, sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.4, A4.5, A4.6, section A5.2, section A7.1, section A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A.8, Article A8.0, Article A9.0, Article A10.0, section A11.2, sections A12.1, sections A12.2(d), (e), (f), (g), (h), (i), and (j), Article A13.0, Article A14.0, Article A15.0, Article A16.0, Article A18.0, section A21.2, Article A22.0, Article A24.0, Article A25.0, and Article A27.0.

-- END OF GENERAL TERMS AND CONDITIONS --

RETURN TO AGENDA

SCHEDULE "B"
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	**$17,003**
Expiry Date	**March 31, 2026**
Amount for the purposes of section A5.2 (Disposal) of Schedule "A"	**$ 5,000**
Insurance	**$ 2,000,000**
Contact information for the purposes of Notice to the Province	**Name:** Program Development & Analytics Unit, Office of the Fire Marshal, Public Safety Division Ministry of the Solicitor General **Attention:** Katrina Nedeljkovich, Operations Manager **Address:** 2284 Nursery Road, Midhurst, ON L0L 1N0 **Fax:** (705) 305-4595 **Email:** Katrina.nedeljkovich@Ontario.ca / OFMGrants@ontario.ca
Contact information for the purposes of Notice to the Recipient	**Name:** Allan Cole **Position:** Fire Chief **Address:** , , , **Phone:** 613-432-6271X106 **Email:** firechief@hortontownship.ca
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	**Name:** Hope Dillabough **Position:** Chief Administrative Officer **Address:** , , , **Phone:** 613-432-6271 **Email:** hdillabough@hortontownship.ca

Additional Provisions:

None

RETURN TO AGENDA

SCHEDULE "C"
PROJECT

The Ministry of the Solicitor General, Office of the Fire Marshal received Treasury Board (TB) approval to support the municipal fire service in acquiring critical equipment and other needs (health and safety, minor infrastructure and specialized tools) to improve and enhance the level of fire protection
service being provided. These approved funds are provided through what is known as the Fire Protection Grant.

Year two of the Fire Protection Grant focuses on firefighter health and safety (specifically, cancer prevention measures) minor infrastructure updates and support for Lithium-Ion Incident Responses. These themes were chosen based on feedback from fire stakeholders across Ontario about the challenges and risks firefighters face in performing their duties.

The Ministry has identified five categories of eligibility:

- Cancer Prevention – Equipment and Supplies (such as exhaust extraction systems in the fire station or washing machines for firefighting gear to remove contaminants, etc.)
- Cancer Prevention - Personal Protective Equipment (such as facepieces, balaclavas, etc.)
- Cancer Prevention – Minor Infrastructure (such as showers in the fire station, etc.)
- Technology – Minor Infrastructure (such as bringing internet to fire stations that do not currently have access to improve connectivity and training opportunities, etc.)
- Lithium-Ion Incident Response – Equipment and Supplies (such as extinguishing agents, fire decontamination systems and safety solutions)

The grant application window opened August 13, 2025 and closed September 30, 2025.

Corporation of the Township of Horton is approved for $17,003

Funding to support the purchase of Grant funds to be used towards the purchase of: (1) Extractor Washer meeting and (1) Portable PPE Gear Dryer..

RETURN TO AGENDA

SCHEDULE “D”
BUDGET

Funding will be provided to Corporation of the Township of Horton upon execution of this Agreement.

Funding will be provided to Corporation of the Township of Horton explicitly for the purchase of one, or a combination of, the items prescribed within the listed summary in Schedule “C”. Copies of all invoices and receipts for said items will be provided to the Office of The Fire Marshal as part of the Report Back described in Schedule “F” that forms part of this agreement.

The funds must be committed to the project as approved by March 31st, 2026. Subsequently, the funds must be spent by the municipality by the end of Provincial Financial Quarter Three (Q3) (December 31, 2026).

RETURN TO AGENDA

SCHEDULE “E”
PAYMENT PLAN

E.1 MAXIMUM FUNDS

The Maximum Funds to be provided by the Province to the Recipient under this Agreement is set out in Schedule “B”.

E.2 PAYMENT SCHEDULE

The Funds will be provided to the Recipient for the Funding Year subject to the Agreement having been signed by the Province.

RETURN TO AGENDA

SCHEDULE “F”
REPORTS

As a condition of the Fire Protection Grant, a report back to the Office of the Fire Marshal must be received, through the Transfer Payment Ontario or as otherwise directed, by the end of Provincial Financial Quarter, Q3, to outline how the grant funding was utilized, and the benefit(s) seen at the department level.

As part of the report back, the municipality is required to provide copies of all invoices and receipts for the items purchased for the approved project(s) as noted in Schedule “C”.

RETURN TO AGENDA

CORPORATION OF THE TOWNSHIP OF HORTON

BY-LAW 2026-10

BEING A BY-LAW TO PROVIDE FOR THE ADOPTION OF THE ESTIMATES FOR SUMS REQUIRED FOR THE YEAR 2026

WHEREAS *Section 290 of the Municipal Act, 2001*, provides that the Council of a local municipality shall in each year prepare and adopt estimates of all sums required during the year for the purposes of the municipality including amounts sufficient to pay all debts of the municipality falling due within the year; amounts required for any Board, Commission or other body, and;

WHEREAS *Section 291(1) of the Municipal Act, 2001*, provides that before a budget can be adopted or amended, under Section 290, the municipality shall give public notice of its intention to adopt or amend the budget at a council meeting specified in the notice.

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

1. THAT the municipality has published public notice of its' intent to adopt 2026 budget estimates in the local newspapers on January 28th, 2026.

2. THAT Council adopts the Township of Horton 2026 consolidated budget requiring the sum of Three Million One Hundred & Forty-Six Thousand Seven Hundred & Fourteen ($3,146,714) as the estimate of the property tax levy required during the year 2026 for all purposes of the Corporation of the Township of Horton.

3. THAT this By-Law shall come into full force and take effect upon the passing thereof.

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 10th day of February, 2026.

READ a third and final time and passed this 10th day of February, 2026.

DEPUTY MAYOR Daina Proctor

CAO/CLERK Hope Dillabough

RETURN TO AGENDA

THE CORPORATION OF THE TOWNSHIP OF HORTON

Public Budget Meeting

February 10, 2026
4:00 p.m.
Horton Municipal Chambers

1. Call to Order
2. Declaration of Pecuniary Interest
3. CAO/Clerk's Purpose of Public Meeting & Report on Notice
4. Staff Reports – 2026 Budget Presentation
5. Public Questions/Concerns
6. Council Members Questions/Concerns
7. Adjournment (resume back into Regular Council Meeting)

RETURN TO AGENDA

CORPORATION OF THE TOWNSHIP OF HORTON

BY-LAW NO. 2026-11

A BY-LAW TO CONFIRM PROCEEDINGS OF THE COUNCIL OF THE TOWNSHIP OF HORTON AT THE REGULAR COUNCIL MEETING HELD FEBRUARY 10TH, 2026

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 10th day of February, 2026 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 10th day of February, 2026.

READ a third time and passed this 10th day of February, 2026.

MAYOR Daina Proctor

CAO/CLERK Hope Dillabough

RETURN TO AGENDA