# THE CORPORATION OF THE TOWNSHIP OF HORTON
# COUNCIL MEETING – FEBRUARY 24TH, 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 | February 10th, 2026 – Regular Council | **PG.3** |
| 5.2 | February 10th, 2026 – Public Budget Meeting | **PG.7** |

**6. BUSINESS ARISING FROM MINUTES**

**7. COMMITTEE REPORTS:**

***7.1 PLANNING COMMITTEE***
- ***CHAIR CAMPBELL***

| | | |
|---|---|---|
| 7.1.1 | Building Report | **PG.8** |
| 7.1.2 | Planning Files Update | **PG.9** |
| 7.1.3 | Staff Report – Building & Septic Permit Fee Schedule | **PG.10** |

***7.2 COMMUNITY COMMITTEES / COUNTY COUNCIL***

| | | |
|---|---|---|
| 7.2.1 | Renfrew & Area Seniors Home Support | D. Humphries |
| 7.2.2 | Chamber of Commerce | D. Humphries |
| 7.2.3 | South Ottawa Valley Police Detachment Board | G. Campbell |
| 7.2.4 | County Council | D. Proctor |

**8. CORRESPONDENCE SUMMARY**

***8.1 INFORMATION CORRESPONDENCE***

| | | |
|---|---|---|
| 8.1.1 | Information Memo | **PG.14** |

***8.2 ACTION CORRESPONDENCE – NONE***

**9. BY-LAWS**

| | | |
|---|---|---|
| 9.1 | 2026-12 Employment By-law | **PG.15** |
| 9.2 | 2026-13 Vote by Mail By-law | **PG.18** |

9.3 2026-14 Use of Corporate Resources for Election Purposes Policy PG.19
9.4 2026-15 Lame Duck Designation PG.26
9.5 2026-16 Appoint Livestock Valuer Amendment PG.28
9.6 2026-17 Vote by Mail – DataFix Agreement PG.29

**10. NOTICE TO FILE MOTION FOR NEXT COUNCIL MEETING – NONE**

**11. COUNCIL/STAFF MEMBERS CONCERNS**

**12. DELEGATIONS &/OR PUBLIC MEETINGS – NONE**

**13. RESOLUTIONS**

**14. IN CAMERA (Closed) SESSION (as required) – NONE**

**15. CONFIRMING BY-LAW 2026-18** PG.58

**16. ADJOURNMENT**

**THE CORPORATION OF THE TOWNSHIP OF HORTON**

REGULAR COUNCIL MEETING
FEBRUARY 10TH, 2026

There was a Regular Meeting of Council held in the Council Chambers on Tuesday February 10th, 2026. Mayor Daina Proctor, Deputy Mayor Tom Webster, Councillor Glen Campbell, 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.

Councillor Doug Humphries sent his regrets.

**1. CALL TO ORDER**
Mayor Proctor called the meeting to order at 3:01 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. 2026-12**
Seconded by Councillor Campbell
**THAT** Council adopt the Agenda for the February 10th, 2026 Regular Council Meeting.

**Carried**

**5. MINUTES**

5.1 January 12th, 2026 – Budget Workshop
5.2 January 13th, 2026 – Regular Council

Moved by Councillor Cleroux **RESOLUTION NO. 2026-13**
Seconded by Councillor Campbell
**THAT** Council approve the following Minutes:

- January 12th, 2026 – Budget Workshop
- January 13th, 2026 – Regular Council

**Carried**

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

**7. MAYOR PROCTOR'S ADDRESS**
Mayor Proctor gave a brief update. She stated that the County has passed their 2026 budget with a 6.68% levy increase. She also highlighted the current programs that are running at the Horton Outdoor Rink and Community Centre.

**8. COMMITTEE REPORTS:**

***8.1 RECREATION COMMITTEE***

8.1.1 Chair's Report – January 15th, 2026
Council members previously reviewed the report.

***8.2 PROTECTIVE SERVICES COMMITTEE***

8.2.1 Chair's Report – January 22nd, 2026
Councillor Campbell reviewed the report.

***8.3 TRANSPORTATION & ENVIRONMENTAL SERVICES COMMITTEE***

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8.3.1 Chair's Report – January 27th, 2026
Public Works Manager Adam Knapp reviewed the report. There was Council discussion regarding a community fundraising plan for the concrete pad in the outdoor rink.

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

8.4.1 Chair's Report – January 12th, 2026
CAO/Clerk Hope Dillabough reviewed the report.

8.4.2 Staff Report – ROMA Conference – Dillabough
CAO/Clerk Hope Dillabough reviewed the report. Mayor Proctor also presented her conference report highlighting the delegations she was part of, with both Horton and the County of Renfrew, and the sessions she took part in. Councillor Cleroux added that the asset management sessions were beneficial.

8.4.3 Treasurer's Report
Treasurer Nathalie Moore reviewed the report and highlighted that several ratepayers have been in to pay their tax arrears. Mayor Proctor requested that a comparative to other municipalities be brought back showing what percentage of their levy and Horton's could be contributed to.

8.4.4 Staff Report – 2026 Budget/PSAB Report
Treasurer Nathalie Moore reviewed the report. The 2026 Budget will be presented at the Public Meeting at 4 p.m.

8.4.5 Staff Report – 2025 Council Remuneration
Treasurer Nathalie Moore reviewed the report.

8.4.6 Staff Report – 2025 Investment Statement
Treasurer Nathalie Moore reviewed the report. She stated that the average rate for the year was 2.9% and next year she will add the amount yielded from the investments into the report.

**9. CORRESPONDENCE SUMMARY**

***9.1 INFORMATION CORRESPONDENCE***

9.1.1 Information Memo
Council members reviewed the information previously distributed.

***9.2 ACTION CORRESPONDENCE – NONE***

**10. BYLAWS**

10.1 2026-07 Procedural By-law
10.2 2026-08 Non-Eligible Collection Agreement
10.3 2026-09 Fire Protection Grant Agreement
10.4 2026-10 Sums Required for 2026

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

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

There was a brief pause until the Public Meeting started.
Council reconvened at 4:00 p.m.

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## 13. DELEGATIONS &/OR PUBLIC MEETINGS

4:00 p.m. Public Budget Meeting

## 14. RESOLUTIONS

Moved by Deputy Mayor Webster **RESOLUTION NO. 2026-14**
Seconded by Councillor Campbell
**THAT** Council receive the following reports as information:

- Recreation Chair's Report – January 15th, 2026
- Protective Services Chair's Report – January 22nd, 2026
- TES Chair's Report – January 27th, 2026
- General Government Chair's Report – January 12th, 2026
- ROMA Conference Report
- Treasurer's Report
- Staff Report – 2025 Investment Statement

**Carried**

Moved by Deputy Mayor Webster **RESOLUTION NO. 2026-15**
Seconded by Councillor Cleroux
**THAT** upon recommendation from the TES Committee, 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.

**Carried**

Moved by Councillor Cleroux **RESOLUTION NO. 2026-16**
Seconded by Councillor Campbell
**THAT** upon recommendation from the TES Committee, Council direct staff to remove the cooling specifications from the design schedule for the Make-Up Air Unit at the Community Centre 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 Centre;

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

**Carried**

Moved by Deputy Mayor Webster **RESOLUTION NO. 2026-17**
Seconded by Councillor Cleroux
**THAT** upon recommendation from the TES Committee, 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 Centre 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.

**Carried**

Moved by Deputy Mayor Webster **RESOLUTION NO. 2026-18**
Seconded by Councillor Campbell

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**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.

**Carried**

Moved by Councillor Campbell **RESOLUTION NO. 2026-19**
Seconded by Councillor Cleroux
**THAT** Council accepts the Council Remuneration Report for the year ending December 31, 2025 as presented

**Carried**

Moved by Councillor Cleroux **RESOLUTION NO. 2026-20**
Seconded by Councillor Campbell
**THAT** Council receive the Information Memo for February 10th, 2026.

**Carried**

Moved by Deputy Mayor Webster **RESOLUTION NO. 2026-21**
Seconded by Councillor Cleroux
**THAT** Council enact the following by-laws:

- 2026-07 Procedural By-law
- 2026-08 Non-Eligible Collection Agreement
- 2026-09 Fire Protection Grant Agreement
- 2026-10 Sums Required for 2026

**Carried**

**15. IN CAMERA (Closed) SESSION – NONE**

**16. CONFIRMING BYLAW**

Moved by Councillor Campbell **RESOLUTION NO. 2026-22**
Seconded by Deputy Mayor Webster
**THAT** Council enact By-law 2026-11 – Confirming By-Law.

**Carried**

**17. ADJOURNMENT**
Mayor Proctor declared the meeting adjourned at 4:42 p.m.

MAYOR Daina Proctor

CAO/CLERK Hope Dillabough

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**THE CORPORATION OF THE TOWNSHIP OF HORTON**

# Public Budget Meeting

**February 10, 2026**
**4:00 p.m.**

There was a Public Budget Meeting held on February 10th, 2026. Present was Mayor Daina Proctor, Deputy Mayor Tom Webster, Councillor Lane Cleroux, and Councillor Glen Campbell. Staff present was Hope Dillabough, CAO/Clerk, Nathalie Moore, Treasurer, Adam Knapp, Public Works Manager and Nichole Dubeau, Executive Assistant-Recording Secretary.

General Government Committee Public Advisory Members Paul Isaacs and Steve Osipenko were present.

Councillor Doug Humphries sent his regrets.

**1. CALL TO ORDER**

Mayor Proctor called the Public Meeting to Order at 4:03 pm.

**2. DECLARATION OF PECUNIARY INTEREST**

There was no declaration of pecuniary interest.

**3. CAO/CLERK'S PURPOSE OF PUBLIC MEETING & REPORT ON NOTICE**

CAO/Clerk Hope Dillabough stated that the purpose of the meeting is to present the 2026 Operating and Capital Budget. She stated that the Public Meeting was advertised January 28th, 2026, in the Eganville Leader, as well on the Township's Website and Facebook Page and notification through Constant Contact to anyone subscribed by email to the Township's newsletters and updates. The budget presentation was available for download on the Township's website and for pick-up at the Municipal Office. To date, there have been no questions or comments regarding the budget.

**4. STAFF REPORT – 2026 BUDGET PRESENTATION**

Treasurer Nathalie Moore presented the 2026 Operating and Capital Budgets with a 2.5% levy increase from 2025, which is equivalent to $75,774 from 2025. The Capital projects were listed, including a new pumper truck for the Fire Department, various road work projects, camera systems for the rink, community centre and boat launch, rink enclosure, and kitchen make-up air handler. She highlighted the Provincial and Federal Funding and grants applied for by the Township. Ms. Moore highlighted that 1% of the levy is $31,467 and $452,266 will be contributed to reserves. She added that staff tried to keep the increase as low as possible without affecting the level of service provided to ratepayers.

**5. PUBLIC QUESTIONS/CONCERNS**

Public Advisory Member Steve Osipenko stated that the Township has good fiscal restraint while still completing large projects and contributing to reserves.

**6. COUNCIL MEMBERS QUESTIONS/CONCERNS**

Council members thanked staff and committee members for their hard work to keep the tax levy low without affecting the level of service the Township offers.

**7. ADJOURNMENT**

Mayor Proctor adjourned the public meeting at 4:38 pm.

MAYOR Daina Proctor

CAO/CLERK Hope Dillabough

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**Township Of Horton**

# JANUARY 2026 BUILDING REPORT

| Month | No. of Permits | 2026 Value of Permits | 2025 Value of Permits | 2024 Value of Permits | Renos/Add Comm/Res | Garages/Storage Bldg Comm/Res | New Res | New Comm | Demos | Total SQ. FT | Stop Work Orders Issued |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | |
| January | 2 | $ 87,000 | $ 300,000 | $ 15,000 | 2 | | | | | 1,405 | 0 |
| February | | | $ 880,000 | $ 365,000 | | | | | | | |
| March | | | $ 2,305,000 | $ 110,000 | | | | | | | |
| April | | | $ 1,580,000 | $ 2,016,000 | | | | | | | |
| May | | | $ 2,353,000 | $ 1,083,500 | | | | | | | |
| June | | | $ 1,838,500 | $ 250,000 | | | | | | | |
| July | | | $ 173,000 | $ 53,000 | | | | | | | |
| August | | | $ 14,000 | $ 3,433,000 | | | | | | | |
| September | | | $ 2,104,900 | $ 1,150,000 | | | | | | | |
| October | | | $ 1,195,000 | $ 352,707 | | | | | | | |
| November | | | $ 50,000 | $ 1,155,000 | | | | | | | |
| December | | | $ - | $ 75,000 | | | | | | | |
| **TOTALS** | **2** | **$ 87,000** | **$ 12,793,400** | **$ 10,058,207** | 2 | 0 | 0 | 0 | 0 | 1,405 | 0 |

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# Open Planning Files as of February 19, 2026

| File Name | File No. | No. of Severances | Date Rec'd by County | Date Deemed Complete by County | Date Rec'd by Township | Date of Last Item Sent to County | Status of File |
|---|---|---|---|---|---|---|---|
| Eric & Marion Draper | B76/23<br>B77/23<br>B78/23 | 3 | 20-Apr-23 | 20-Apr-23 | 18-Jul-23 | 28-Jul-23 | B77 abandoned, B78 amended Aug 13/24, B76 & B78 applicant to complete conditions |
| Morgan Snow | B31/24 | 1 | 28-Feb-24 | 28-Feb-24 | 09-Apr-24 | 26-Apr-24 | Notice of Decision rec'd Aug 2/24 - applicant to complete conditions |
| Brian Eady | B104/24 | 1 | 25-Jul-24 | 28-Jul-24 | 29-Jul-24 | 07-Aug-24 | Notice of Decision rec'd Oct 10/24 - applicant to complete conditions |
| Findlay Barr | B115/24 | 1 | 19-Aug-24 | 19-Aug-24 | 15-Oct-24 | 30-Oct-24 | Notice of Decision rec'd Feb 14/25 - applicant to complete conditions |
| Kerri-Ann Utronki | B179/24<br>B180/24 | 2 | 18-Dec-24 | 23-Dec-24 | 20-Jan-25 | 22-Jan-25 | Notice of Decision rec'd Apr 28/25 - applicant to complete conditions |
| Matthew Lasek | B44/25 | 1 | 22-May-25 | 22-May-25 | 23-May-25 | 30-May-25 | Notice of Decision rec'd Oct 23/25 - applicant to complete conditions |
| Eric & Marion Draper | B05/25<br>B06/25<br>B07/25<br>B08/25<br>B09/25 | 5 | 21-Jan-25 | 05-Jun-25 | 12-Jun-25 | 30-Jun-25 | Notice of Decision rec'd Sept 18/25 - applicant to complete conditions |
| Gail Obst | B61/25 | 1 | 11-Jul-25 | 16-Jul-25 | 14-Aug-25 | 14-Aug-25 | Notice of Decision rec'd Nov 18/25 - applicant to complete conditions |
| Scott & Kristy Campbell | B66/25 | 1 | 25-Jul-25 | 25-Jul-25 | 20-Aug-25 | 11-Sep-25 | Notice of Decision rec'd Nov 26/25 - applicant to complete conditions |
| Douwe & Enne Bakker | B106/25 | 1 | 09-Dec-25 | 10-Dec-25 | 18-Dec-25 | 22-Dec-25 | Municipal documents sent to Cty |

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# Township of Horton
# COUNCIL / COMMITTEE REPORT

| | | |
|---|---|---|
| **Title:** Building and Septic Permit Fee Schedule | **Date:** | February 24th, 2026 |
| | **Council/Committee:** | Council |
| | **Author:** | Nikky Dubeau, Executive Assistant |
| | **Department:** | Building |

## RECOMMENDATIONS:

**THAT** Council agree with Staff recommendation to update Schedule A to By-law 2025-47 User Fees and Charges to increase building and septic permit fees;

**AND THAT** a Public Meeting be scheduled to comply with the Ontario Building Code for the purpose of reviewing changes of the fees and the rationale behind it.

## BACKGROUND:

Building permit fees for the Township of Horton have not been increased since 2012. During this time, the costs associated with administering and enforcing the Ontario Building Code have risen significantly. These costs include staff time, training and certification requirements, software and record-keeping systems, inspections, and general administrative overhead.

Under the Building Code Act, building permit fees are intended to recover the reasonable costs of delivering building services and are not a source of general revenue. The current fee structure no longer reflects the true cost of providing these services and results in a growing subsidy from the general tax base. This effectively shifts the cost of development-related services from applicants to all taxpayers.

An adjustment to building permit fees is necessary to ensure the Township remains compliant with provincial legislation, maintains service levels, and continues to provide timely and effective plan review and inspection services. Updating the fee schedule will help align revenues with actual costs, support operational sustainability, and ensure fairness by having development activity pay its appropriate share of associated expenses.

A review of building permit fees in neighbouring municipalities indicates that the Township of Horton's fees are currently below the regional average for comparable permit types. While surrounding municipalities have periodically updated their fee schedules to reflect rising operational and regulatory costs. Horton's fees have remained unchanged for more than 14 years.

As a result, the Township's current fees do not reflect prevailing market rates for building services in the area. Maintaining fees significantly below neighbouring municipalities places Horton at a disadvantage in terms of cost recovery and creates an inequitable situation where local taxpayers subsidize development activity to a greater extent than in comparable jurisdictions.

Updating the Township's building permit fees will bring Horton more in line with neighbouring municipalities, while still remaining competitive and reasonable. The proposed increase is intended to narrow the gap

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toward the County average rather than exceed it, ensuring that fees are fair, transparent, and proportionate to the cost-of-service delivery.

## ALTERNATIVES:

Remain status quo.

## FINANCIAL IMPLICATIONS:

Increasing building permit fees will increase revenues and help off-set building department fees. The amounts vary depending on the amount of construction taking place in the municipality in any given year.

Below is a comparison of fees between the Township's current and proposed fees.

| Fee Schedule | Current Fees | Proposed Fees |
|---|---|---|
| **Deposit per application** | | $300.00<br>Refundable when permit is finalized/closed<br>Non-Refundable 2 years after permit issue date |
| **Minimum Fee** | $ 100.00 | $ 250.00 |
| **Residential Building** | $ 0.55/ sq. ft. | $ 1.25/ sq. ft. |
| **Farm Building** | $ 0.20/ sq. ft. min $ 100.00 | $ 0.75/ sq. ft. |
| **Decks** | $ 100.00 | $ .075/ sq. ft. |
| **Accessory Bldg/Garages** | $ 0.40/ sq. ft. | $ 1.00/ sq. ft. |
| **Additions to Residential Buildings** | $ 0.55/ sq. ft. | $ 1.25/ sq. ft. |
| **Mobile Home** | $ 0.25/ sq. ft. | $ 0.75/ sq. ft. |
| **Alterations & Renovations** | $ 0.55/ sq. ft. | $ 1.25/ sq. ft. |
| **Swimming Pool** | $ 100.00 | $ 250.00 |
| **Commercial/Industrial Buildings/Additions** | $ 0.40/ sq. ft. | $ 1.50/ sq. ft. |
| **Demolition** | $ 100.00 | $ 250.00 |
| **Commencing Construction without a Permit** | Twice Building Fee | Twice Building Fee |
| **Outdoor Wood Burning Appliance** | $ 100.00 | $ 250.00 |
| **Additional Inspection** | $ 100.00 | $ 250.00 |
| **Additional Inspection after 4 Years of Permit Issued** | $ 400.00 | $ 400.00 |
| **Occupancy Permit or Final Inspection** | $ 100.00 | $ 100.00 |
| **Change of Use** | Applicable Rate plus $ 200.00 | Applicable Rate plus $ 200.00 |
| **Plumbing & Repair** | Included in fees above | Included in fees above |
| **Consent Application Fees (septic comments)** | $ 100.00 / application | $ 100.00 / application |
| **Revision or Renewal of Permit** | $ 100.00 | $ 100.00 |
| **Cancellation of Permit** | 80% Refund at application stage<br>60% Refund if Permit Issued | 80% Refund at application stage<br>60% Refund if Permit Issued |
| **Compliance Letter** | $ 100.00 | $ 100.00 |
| **Class 2 (grey water)** | $ 300.00 | $ 500.00 |
| **Class 3 (cess pool)** | $ 300.00 | $ 500.00 |
| **Class 4 (leaching or filter bed)** | $ 400.00 | $ 600.00 |

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| | | |
|---|---|---|
| **Class 5 (holding tank)** | $ 350.00 | $ 550.00 |
| **Engineered System** | $ 350.00 | $ 600.00 |

## ATTACHMENTS:

Surrounding municipalities current permit pricing.

**Prepared by:** Nikky Dubeau, Executive Assistant

**Reviewed by:** Dwayne Coulas, CBO

**Reviewed by:** Hope Dillabough, CAO/Clerk

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| | Horton | Admaston/ Bromley | Whitewater Region | McNab/ Braeside | Greater Madawaska | Bonnechere Valley |
|---|---|---|---|---|---|---|
| **House (including additions)** | $0.55/ sq ft | $0.75/ sq ft | $0.75/ sq ft | $0.70/ sq ft | $0.70/ sq ft | $0.75/ sq ft |
| **Accessory Bldg** | $0.40/ sq ft | $0.40/ sq ft | $0.70/ sq ft | $0.50/ sq ft | $0.50/ sq ft | $0.50/ sq ft |
| **Deck** | $ 100.00 | $ 100.00 | $ 200.00 | $ 100.00 | $ 100.00 | $0.30/ sq ft |
| **Pool** | $ 100.00 | $ 100.00 | $ 200.00 | $ 100.00 | $ 100.00 | $ 200.00 |
| **Demolition** | $ 100.00 | $ 100.00 | $200 + $2 per 100 sq ft over 600 sq ft | $ 50.00 | $ 100.00 | $ 200.00 |
| **Septic** | $ 400.00 | $ 400.00 | $ 550.00 | $ 500.00 | $ 500.00 | $ 500.00 |
| **Alterations or Renos** | $0.55/ sq ft | $ 100.00 | $0.75/ sq ft | $ 100.00 | $ 150.00 | $0.75/ sq ft |
| **Minimum Fee** | $ 100.00 | $ 100.00 | $ 200.00 | $ 100.00 | $ 100.00 | $ 200.00 |

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# THE CORPORATION OF THE TOWNSHIP OF HORTON
## Memo from the CAO/Clerk as of February 19, 2026

INFORMATION provided **NOT** included in the
Regular Council meeting package of February 24, 2026

## INFORMATION EMAILED

1. County Council January 2026 Summary

2. Calendars

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# TOWNSHIP OF HORTON

# BY-LAW NUMBER 2026-12

## EMPLOYMENT BY-LAW FOR TOWNSHIP OFFICERS AND EMPLOYEES

**WHEREAS** the Council of the Corporation of the Township of Horton deems it advisable to employ Township Officers and Staff under and subject to the provisions of a By-law;

**AND WHEREAS** the Ontario Municipal Act empowers Council to pass such a By-law regulating the appointment, duties and remuneration of such Officers and Staff;

**NOW THEREFORE** the Council of the Corporation of the Township of Horton enacts as follows:

### ARTICLE 1 - INSURANCE AND HEALTH BENEFITS

### PART A - Full-Time Employees

1. **Pension**
   The Ontario Municipal Employees Retirement System Pension Plan shall apply as per the OMERS Agreement.

2. **Life Insurance**
   The Employer shall pay 100% of the premiums for Basic Group Life Insurance coverage and Accidental Death or Dismemberment, based on $100,000.

3. **Extended Health Care**
   The Employer shall pay 100% of the premiums for the Extended Health Care Plan, including a standard Employee Assistance Plan.

4. **Dental Plan**
   The Employer shall pay 100% of the standard dental plan Level III (prior year ODA schedule).

5. **Health Care Spending Account**
   In addition to the Extended Health and the Dental Plan, full-time employees have access to an annual Health Care Spending Account. The Health Care Spending Account is set at $750.00 annually. This is prorated for new employees.

6. **Optional Life Insurance/Optional Accidental Death & Dismemberment Insurance**
   Employees may participate in an Optional Life Insurance Program and an Optional Accidental Death & Dismemberment Program within the terms and conditions of the policy, provided the employee assumes full responsibility for the premiums.

7. **Long Term Disability Insurance**
   Employees shall pay 100% of the premiums of the Long-Term Disability Benefit.

8. **Employee Assistance Plan**
   The Employer shall pay 100% of the premiums for the Employee Assistance Plan.

### ARTICLE 2 - PAID HOLIDAYS – Full-Time and Part-Time Employees

Sixteen paid holidays, which include three floating holidays, shall be provided. Specific days are outlined in the Corporate Policies and Procedures Manual.

### ARTICLE 3 - OTHER ALLOWANCES

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1. **Mileage Allowance**

   The rate per kilometre is to be the same as the County of Renfrew rates and may change throughout the year if the County changes their rates.

2. **Uniform and Safety Footwear Allowance**

   a) Employees who are required by nature of their job to wear uniforms and/or safety footwear on a regular daily basis shall be provided with the following *maximum* annual allowance:
   Effective January 01, 2019: Full-Time - $250.00 per annum
   Part-Time - $140.00 per annum

   b) Employees who are required by nature of their job to wear uniforms and/or safety footwear on an occasional basis will be provided with the above allowance once every three years.

3. **Personal Cell Phone Use Allowance**

   For the use of personal cell phones for work purposes, during and outside of regular work hours, the CAO/Clerk and the Public Works Manager shall receive a monthly stipend of $50.00 per month and Public Works Staff shall receive a monthly stipend of $25.00 per month. Expense claims forms for the phone stipend are to be submitted monthly. The Township shall not compensate for loss or damages to any personal cell phones or other devices.

**ARTICLE 4 - RATES OF PAY**

The Summer Student, the Rink Attendant and any Casual Labourer rate of pay shall be the applicable minimum wage based on age. All other rates are in accordance with Schedule "A" - Salary Grid and Classification, hereto attached.

**ARTICLE 5 - ADJUSTMENT DATE**

The next adjustment date shall be January 1, 2026 or earlier as deemed appropriate by Council.

**ARTICLE 6 - ENFORCEMENT AND GENERAL**

1. Matters pertaining to working conditions and employment are also set out in the Corporate Policy Manual. The manual should be referred to for additional information about the employment conditions contained in this by-law.

2. Any other amendments to this By-law shall be recommended by the General Government Committee to Council in the form of a replacement By-law.

3. This By-law shall not be interpreted to contradict or violate any statute or regulation of the Province of Ontario.

4. This By-law shall come into force and be effective upon the passing thereof, except where otherwise noted.

5. By-law 2024-12 shall be rescinded in its entirety.

READ a first and second time this 24th day of February, 2026.

READ a third time and passed this 24th day of February, 2026.

MAYOR Daina Proctor

CAO/CLERK Hope Dillabough

RETURN TO AGENDA

# *Township of Horton Staff Salary Grid and Classifications*

**Schedule "A" to By-law 2026-12**

**Effective: January 1, 2026**

## 2026 Salary Grid

| Level | JOB TITLE | Step A | Step B | Step C | Step D | Step E |
|---|---|---|---|---|---|---|
| 7 | CAO/Clerk (35 hours) | $126,244 | $130,548 | $134,851 | $139,157 | $143,459 |
| 6 | Vacant (35 hours) | $113,620 | $117,493 | $121,367 | $125,242 | $129,114 |
| 5 | Public Works Manager (35 hours) | $102,256 | $105,742 | $109,227 | $112,712 | $116,199 |
| 4 | Treasurer (35 hours) | $92,032 | $95,170 | $98,307 | $101,446 | $104,582 |
| 3 | Public Works Supervisor (40 hours) | $74,546 | $77,088 | $79,629 | $82,170 | $84,711 |
| 2 | Community Liaison Officer (based on 35 hours) | $59,892 | $61,933 | $63,975 | $66,017 | $68,060 |
| 2 | Executive Assistant (35 hours) | $59,892 | $61,933 | $63,975 | $66,017 | $68,060 |
| 2 | Driver/Operator (40 hours) | $59,892 | $61,933 | $63,975 | $66,017 | $68,060 |
| 1 | Landfill Attendant/Labourer (40 hours) | $49,200 | $50,879 | $52,556 | $54,233 | $55,910 |
| 1 | Landfill Attendant/Labourer (Part-Time – 35 hours) | $49,200 | $50,879 | $52,556 | $54,233 | $55,910 |
| 1 | Admin Finance Assistant (35 hours) | $49,200 | $50,879 | $52,556 | $54,233 | $55,910 |
| 1 | Caretaker (based on 35 hours) | $49,200 | $50,879 | $52,556 | $54,233 | $55,910 |

| FIRE DEPARTMENT 2025 PAY GRID | | |
|---|---|---|
| FIRE CHIEF | $12,708.02 | Base year plus firefighter hourly rate |
| DEPUTY FIRE CHIEF | $ 6,243.88 | Base year plus firefighter hourly rate |
| FIRE CAPTAIN | $ 31.24 | per hour |
| FIREFIGHTER | $ 25.45 | per hour |

| CEMC 2025 PAY GRID | | |
|---|---|---|
| CEMC | $ 5,373.92 | base per year |
| CEMC (ALTERNATE) | $ 1,702.48 | base per year |

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# THE CORPORATION OF THE TOWNSHIP OF HORTON

## BY-LAW NUMBER 2026-13

### BEING A BY-LAW TO AUTHORIZE VOTE-BY-MAIL FOR THE 2026 MUNICIPAL ELECTION AND TO AUTHORIZE ADVANCE VOTING FOR USE IN THE 2026 MUNICIPAL ELECTION

**WHEREAS** Section 42 on the *Municipal Elections Act*, *1996* provides that a municipal council may pass a by-law authorizing an alternative voting method;

**AND WHEREAS** Section 42 of the *Municipal Elections Act, 1996* provides that when a by-law authorizing the use of an alternative voting method is in effect, Sections 43 (Advance Votes) and 44 (Appointment of Voting Proxy) apply only if the by-law so specifies;

**AND WHEREAS** the Council of The Corporation of the Township of Horton deems it appropriate and in the public interest to conduct the 2026 Municipal Election using a vote-by-mail method;

**THEREFORE,** the Council of the Corporation of the Township of Horton enacts as follows:

1. The alternative voting method of “Vote by Mail” is hereby authorized for the Municipal Election to be held in 2026.

2. That Section 43 of the *Municipal Elections Act, 1996* pertaining to advance voting, is applicable in the 2026 Municipal Election in the Township of Horton.

3. That the CAO/Clerk be authorized to establish appropriate procedures for vote counting and Vote By Mail for the 2026 Municipal Election.

4. The CAO/Clerk is hereby authorized to sign the necessary agreement with Data Fix to provide Vote By Mail services

5. This By-Law shall take effect on the date of final passing thereof.

6. By-law 2022-08 shall be rescinded in its entirety.

READ a first and second time this 24th day of February, 2026.

READ a third time and finally passed this 24th day of February, 2026.

MAYOR Daina Proctor

CAO/CLERK Hope Dillabough

RETURN TO AGENDA

# THE CORPORATION OF THE TOWNSHIP OF HORTON

## BY-LAW NUMBER 2026-14

### BEING A BY-LAW TO ADOPT A USE OF CORPORATE RESOURCES FOR ELECTION PURPOSES POLICY

WHEREAS Section 88.18 of the Municipal Elections Act 1996 and amendments thereto requires that before May 1 in the year of a regular election, municipalities shall establish rules and procedures with respect to the use of municipal resources during the election campaign period;

AND WHEREAS 88.15 (1) of the Municipal Elections Act 1996 states that money, goods and services given to and accepted by a person for his or her election campaign, or given to and accepted by another person who is acting under the person's direction, are contributions;

AND WHEREAS 88.8 (4) 5 of the Municipal Elections Act 1996 states that a Township or local board shall not make a contribution to an election campaign;

AND WHEREAS the Council of the Corporation of the Township of Horton deems it necessary to adopt a policy for use of corporate Resources for Election Purposes;

NOW THEREFORE the Council of the Corporation of the Township of Horton hereby enacts as follows:

1. That the policy attached hereto as "Schedule A" in respect to the Use of Corporate Resources for Election Purposes be hereby adopted; and

2. That said policy form part of this By-Law.

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

Read a First and Second time this 24th day of February, 2026.

Read a Third Time and Passed this 24th day of February, 2026.

MAYOR Daina Proctor

CAO/CLERK Hope Dillabough

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**POLICY STATEMENT:**

The Municipal Elections Act (MEA), the Election Finances Act (Ontario), and the Canada Elections Act prohibit the Township from making contributions in any form to a Candidate or Registered Third Party.

All provisions contained within this policy shall serve to ensure the protection of freedom of expression while maintaining that:

- Corporate Resources shall not be used during an Election Period to promote or provide an unfair advantage to any Candidate, political party, constituency association, Registered Third Party, or a person or group supporting or opposing a question on a ballot;

- Members of Council shall not be precluded from performing their duties as an elected Official, nor inhibited from representing the interests of their constituents; and,

- Information and communication related to an election shall continue to be open and accessible to the public with content to be produced, and approved, by the CAO/Clerk.

**PURPOSE:**

The purpose of this policy is to create guidelines in the Township of Horton or all Candidates running for an elected office and Registered Third Parties during the Election Period and to establish parameters on the use of Corporate Resources for election related purposes

**SCOPE:**

This policy applies to all employees of the Township, Candidates, political parties, constituency associations, Registered Third Parties, and persons or groups supporting or opposing a question on a ballot, as well as anyone acting on their behalf.

**DEFINITIONS:**

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**Campaign(ing)** means any activity by, or on behalf of a Candidate, political party, constituency association, Registered Third Party, or question on a ballot meant to elicit support during the Election Period. This does not include the appearance of elected officials, other candidates or their supporters, or registrants at an event in their personal capacity without the display of any signage or graphics which identify the individual as a candidate or registrant without the solicitation of votes.

**Campaign Materials** means any materials used to solicit votes for a Candidate(s) or question during the Election Period including, but not limited to, literature, banners, posters, pictures, buttons, clothing, or other paraphernalia. Campaign Materials include materials in all media, for example, print, displays, electronic radio or television, online including websites or social media.

**Candidate** means any person who has filed, and not withdrawn a nomination, in a municipal, school board, provincial or federal election or by-election, or a candidate seeking nomination for a political party. Where referred to in this Policy, the term Candidate can also be substituted to read political party, constituency association, Registered Third Party, or a person or group supporting or opposing a question on a ballot.

**Corporate Resource** means items, staff, services, or resources which are the property of the Township of Horton including, but not limited to: materials, equipment, vehicles, facilities, land, technology (computers, smartphones, tablets, etc.), intellectual property, images, logos, and supplies. Working hours, the time where the Township pays its employees to complete certain duties or tasks, is also considered to be a Corporate Resource

**Election Period** means the official Campaign period of an election for:

- A municipal or school board election; the Election Period commences on the first day prescribed for the filing of nominations in accordance with the MEA and ends on voting day.
- A provincial or federal election; the Election Period commences the day the writ for the election is issued and ends on voting day.
- A nomination for a political party, the Election Period is the nomination contesting period as determined by the Party.
- A question on the ballot; the period commences the day Council passes a by-law to put a question to the electorate and ends on voting day.
- A municipal or school board by-election; the period commences on the first day nominations may be filed and ends on voting day.

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**Local Board** has the same meaning as found in Section 1 of the Municipal Act, 2001.

**MEA** means the Municipal Elections Act, 1996, as amended, S.O. 1996, c. 32, Sched.

**Municipal Facility/Building** means any building or facility owned or operated by the Township of Horton.

**Registered Third Party** shall have the same meaning as "Registered Third Party" as found in section of the Municipal Elections Act, 1996 or the term "Third Party" as defined in section 1 of the Election Finances Act (Ontario) and Canada Elections Act, as the context requires.

**RESPONSIBILITIES:**

Candidates and Registered Third Parties to:

- Adhere to the guidelines and parameters established by this policy.

Municipal Clerk to:

- Administer this policy and provide any related procedures as deemed necessary or desirable for conducting an election.

Municipal Staff to:

- Ensure that Corporate Resources, as identified by this Policy, are not used for campaigning**.**

**GENERAL PROVISIONS:**

In accordance with the spirit and intent of the election related legislation,

- Corporate Resources and funding shall not be used by a Candidate or Registered Third Party for Campaigning or election-related purposes.

- This Policy also applies to an acclaimed Member or a Member not seeking re-election.

- The Municipal Clerk is authorized, and directed to take the necessary action, to give effect to this Policy.

- This Policy does not preclude a Member of Council from performing their duties as a Councillor, nor inhibit a Member of Council from representing the interests of their constituents.

- Individuals who have questions about this Policy are encouraged to contact the Municipal Clerk to obtain further clarification.

**CORPORATE RESOURCES – TECHNOLOGY:**

Further to the General Provisions above, the following is provided for greater clarity when considering the use of corporate technology resources:

- Members of Council are provided access to corporate information technology (I.T.) assets to fulfil their duties and responsibilities as an elected official but may not use those assets for Campaigning or the development of Campaign Materials.

- Municipal resources that have been published to the Municipal website (e.g., staff reports, minutes, agendas, press releases) may be linked on Candidate and Registered Third Parties' websites, but must not be housed on the candidate website, and must not be taken out of context/modified/reproduced for use in any campaign related material.

- Once a Member of Council registers to be a Candidate, any links from a Municipal website or social media account to his or her website or social media pages will be removed from the Township's webpages if the Member's website or social media page contains or will contain Campaign Material.

**CORPORATE RESOURCES – COMMUNICATIONS:**

Further to the General Provisions above, the following is provided for greater clarity when considering the use of corporate communication resources:

- Candidates or Registered Third Parties may not print, distribute, or make reference to any of the Township's email addresses, telephone numbers, or facility addresses on any Campaign Materials EXCEPT to provide the election telephone number, election email address, or a link to the Township's official election website or webpages in Campaign Materials for electors to access additional information about the election and the voting process.

- The Clerk may develop and distribute information through various means for the purpose of advising and educating electors. Candidates or Registered Third Parties are permitted to promote and distribute election information provided by the Clerk, provided that such information is not modified in any way.

- The Township's logo, crest, coat of arms, and slogans, or any other images or illustrations or videos owned or under the jurisdiction of the Township, shall not be used in any Campaign Materials. Notwithstanding the foregoing, Candidates or Registered Third Parties may capture their own photos of Municipal property for use in Campaign Material, provided the photo is taken from a publicly accessible area.

- Distribution lists or contact lists developed utilizing Corporate Resources and in the custody and control of the Township shall not be utilized for election purposes.

- Messages posted to the Municipal social media may be shared by a candidate to their personal or campaign social media accounts using social media official channels but must not be taken out of context/modified/reproduced.

**CORPORATE RESOURCES – TOWNSHIP FACILITIES/BUILDINGS:**

Further to the General Provisions above, the following is provided for greater clarity when considering the use of Municipal Facilities/Buildings, including Township owned or leased lands, as Corporate Resources:

- Any Candidate may attend any public Standing Committee, Advisory Committee or Council meeting; however, they shall not use this forum to speak on, or address, any matter relating to their Campaign.

- Candidates or Registered Third Parties are prohibited from renting space (e.g., a booth) as part of a Municipally organized event.

- All Candidates and Registered Third Parties must adhere to the provisions set out in any other Municipal Policies pertaining to Municipal Facilities/Buildings.

- Members of Council, Registered Third Parties, and Candidates may not use any municipally provided facilities for any election related purpose, which includes the

display of any campaign-related signs in the window or on the premises, as well as the display of election-related material in the office.

- Campaigning and the distribution or display of campaign material is not permitted in any municipal or local board facility, on municipal land, or at municipal or local board event including any municipal or board meeting.

- Notwithstanding the above, campaigning on public sidewalks and highways is permitted, provided that it is in compliance with prevailing legislation and Municipal by-laws.

- Candidates or Registered Third Parties are prohibited from using a Municipal Facility/Building as a campaign office.

- The rental, to candidates or Registered Third Parties of advertising space on arena boards and lobby monitors, or any other municipal social media site, is prohibited.

**TOWNSHIP STAFF:**

Municipal Staff are prohibited from using Corporate Resources for the benefit of a Candidate or Campaign.

**LIMITATION:**

Nothing in this Policy shall prohibit a Member of Council from performing their job, nor inhibit them from representing the interests of the constituents who elected them. This policy is subject to the exception of Members' actions associated with fulfilling their normal and ongoing representative roles as Members of Council such as attending annual or regular scheduled events, up until the official end of the term they are serving.

# CORPORATION OF THE TOWNSHIP OF HORTON

# BY-LAW NO. 2026-15

## A BY-LAW TO DESIGNATE AUTHORITY TO THE CAO/CLERK OR HIS/HER DESIGNATE DURING THE LAME DUCK RESTRICTIONS OF COUNCIL FOLLOWING NOMINATION DAY

**WHEREAS** Section 275 of the Municipal Act, 2001, c. 25 as amended, restricts the actions described in subsection (3) after the first day during the election period for a new Council on which it can be determined that one of the following applies to the new Council that will take office following the election:

1. If the new Council will have the same number of members as the outgoing Council, the new Council will include less -than three-quarters of the members of the outgoing Council.

2. If the new Council will have more members than the outgoing Council, the new Council will include less than three-quarters of the members of the outgoing Council, or, if the new Council will include at least three-quarters of the members of the outgoing Council, three-quarters of the members of the outgoing Council will not constitute, at a minimum, a majority of the members of the new Council.

3. If the new Council will have fewer members than the outgoing Council, less than three-quarters of the members of the new Council will have been members of the outgoing Council or, -if at least three-quarters of the members of the new Council will have been members of the outgoing Council, three-quarters of the members of the new Council will not constitute, at a minimum, a majority of the members of the outgoing Council.

**WHEREAS** under Section 275 (3) of the Municipal Act, 2001, c.25 the following restrictions will apply to Council of the Corporation of the Township of Horton as of after the first day during the election for a new Council on which it can be determined that one of the above noted sections apply, and will remain in effect until the swearing in of the new Council:

a) The appointment or removal from office of any officer of the Municipality;

b) The hiring or dismissal of any employee of the Municipality;

c) The disposition of any real or personal property of the Municipality which has a value exceeding $50,000 at the time of disposal; and

d) Making any expenditures or incurring any other liability which exceeds $50,000

**AND WHEREAS** Section 275(6) of the Municipal Act, 2001, c.25 states that nothing in this section prevents any person or body exercising authority of a municipality that is delegated to the person or body prior to nomination day for the election of the new Council;

**AND WHEREAS** Council deems it expedient to delegate authority to the CAO/Clerk or his/her designate to take action, where necessary, during the “Lame Duck” period;

**NOW THEREFORE** the Council of the Corporation of the Township of Horton Hereby Enacts as follows:

**THAT** Council delegates authority to the CAO/Clerk or his/her designate of the

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Corporation of the Township of Horton to take action, where necessary, on restrictions listed in Section 275(3) of the Municipal Act, 2001 c.25 between Nomination Day and the commencement of the Council Term.

**THAT** the CAO/Clerk or his/her designate of the Corporation of the Township of Horton will report to Council on any actions taken under the restrictions listed in Section 275(3) of the Municipal Act, 2001 c. 25 between Nomination Day and the commencement of the Council Term;

**THAT** this By-law shall come into force and effect only in the event that it is determined that “Lame Duck” provisions apply for the 2026 election.

READ a first and second time this 24th day of February, 2026.

READ a first and second time this 24th day of February, 2026.

MAYOR Daina Proctor

CAO/CLERK Hope Dillabough

# THE CORPORATION OF THE TOWNSHIP OF HORTON

## BY-LAW NO. 2026-16

### BEING A BY-LAW TO APPOINT VALUERS OF LIVESTOCK AND POULTRY FOR THE TOWNSHIP

**WHEREAS** the Ontario Wildlife Damage Compensation Program and Section 4.1 of the Protection of Livestock and Poultry from Dogs Act, R.S.O. 1990 Chapter L.24, as amended, requires Council of local municipalities to appoint one for more persons as valuers of livestock and poultry; and

**WHEREAS** the Council of the Corporation of the Township of Horton deems it necessary to appoint two valuers of livestock and poultry;

**NOW THEREFORE** the Council of the Corporation of the Township of Horton enacts as follows:

1. That J. Andrew Kluke and Jennifer Stewart be appointed valuers of livestock and poultry for the Corporation.

2. The remuneration shall be $100.00 per call plus travel expenses as determined by Council policy.

3. This by-law shall take effect January 1st, 2026.

4. By-law No. 2026-03 is hereby repealed.

**READ** a First and Second Time this 24th day of February, 2026.

**READ** a Third Time and Passed this 24th day of February, 2026.

MAYOR Daina Proctor

CAO/CLERK Hope Dillabough

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# THE CORPORATION OF THE TOWNSHIP OF HORTON

# BY-LAW NUMBER 2026-17

**BEING A BY-LAW TO AUTHORIZE VOTE-BY-MAIL FOR THE 2026 MUNICIPAL ELECTION AND THE ENTERING INTO OF AN AGREEMENT WITH DATA FIX TO PROVIDE VOTE BY MAIL SERVICES.**

**WHEREAS** Section 42 on the *Municipal Elections Act*, *1996* provides that a municipal council may pass a by-law authorizing an alternative voting method;

**AND WHEREAS** the Council of The Corporation of the Township of Horton deems it appropriate and in the public interest to conduct the 2026 Municipal Election using a vote-by-mail method;

**AND WHEREAS** the Council of the Corporation of the Township of Horton agree to enter into a contract with Data Fix to provide election services;

**THEREFORE**, the Council of the Corporation of the Township of Horton enacts as follows:

1. The alternative voting method of “Vote by Mail” is hereby authorized for the Municipal Election to be held in 2026.

2. The CAO/Clerk is hereby authorized to sign the necessary agreement with Data Fix to provide Vote by Mail services and attached as Appendix ‘A’.

3. This By-Law shall take effect on the date of final passing thereof.

4. By-law 2022-22 shall be rescinded in its entirety.

READ a first and second time this 24th day of February, 2026

READ a third time and passed this 24th day of February, 2026

MAYOR Daina Proctor

CAO/CLERK Hope Dillabough

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## VOTER LIST MANAGEMENT SERVICES AGREEMENT

**THIS AGREEMENT (the "Agreement") made in duplicate, is entered into as of, and is effective as of the (18th day of February 2026) (the "Effective Date")**

**BETWEEN**:

**COMPRINT SYSTEMS INCORPORATED** (doing business as "DataFix")
an Ontario corporation with its registered office at
1 Toronto Street, Suite 214, Toronto, ON M5C 2V6

(hereinafter called "**DataFix**")

AND:

**TOWNSHIP OF HORTON**
2253 Johnston Road, Renfrew, ON K7V 3Z8

(hereinafter called "**Client**")

**RECITALS:**

A. The Client requires an Election Management System ("**EMS**") and Vote by Mail Fulfillment services to conduct its municipal election, and desires to engage DataFix to provide the EMS.

B. DataFix's proprietary EMS is an internet-based Application with specific capabilities, including but not limited to: (i) provide election officials with an electronic view of their electoral information, including the ability to make corrections to the Voters list and to access various voter counts needed for electoral planning, and (ii) provide an electronic copy of all changes to the provincial authority at the end of the electoral event ("**VoterView**").

C. The System Requirements and Compatibility of VoterView are described below:

i. web-based;
ii. support the management of Data throughout the election cycle from receipt of Data to the end of the election;
iii. Graphical User Interface (GUI);
iv. role-based for the purposes of user permission architecture;
v. user-friendly and intuitive;
vi. passwords are one-way encrypted;
vii. web pages are secured using Transport Layer Security (TLS) 1.2 or higher encryption;
viii. optional two-factor authentication using YubiKey hardware devices and the Google Authenticator app.



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D. This Agreement is intended to identify and confirm the service levels and support technology requirements of VoterView – see Schedule "C".

E. DataFix agrees to provide to the Client, the VoterView Application, Vote by Mail, services, and support described herein.

**NOW THEREFORE,** in consideration of the mutual covenants and agreements contained herein; the receipt and sufficiency of which is acknowledged, and in accordance with the terms and conditions set forth herein, the Parties agree as follows:

## 1.0 DEFINITIONS

1.1 In this Agreement:

a) "**2026 Event Year**" means the 2026 general elections of municipalities in the Province of Ontario;

b) **Additional Services**" means the Services not included in the contract price, and where additional fees are applicable;

c) "**Application**" means the web-enabled application branded as VoterView that has been architected from the ground up to be secure, scalable, and flexible and is a fully featured EMS;

d) "**Business Day**" means every day except for Saturdays, Sundays, and statutory holidays in the Province of Ontario;

e) **"Change Order Request"** means a written notice from the Client to DataFix to add certain requirements/services which are outside of the scope of the Agreement and to which additional fees are applicable;

f) "**Client Users**" means designated persons within the Client's organization who Client has authorized to use the Application and, for clarity, shall not include Online Voting Service Providers nor competitors of DataFix.

g) "**Confidential Information**" means any and all information and documentation, in whatever form, which is confidential in nature, and which is accessed or obtained by one or both Parties as a result of this Agreement and/or their relationship, and shall include without limitation the following:

i) Any information concerning this Agreement or any municipal election for which the Services and the Application are provided hereunder;



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ii) Any information concerning the affairs, operations, processes, know-how, suppliers, plans or intentions of the disclosing Party or of any member of a Party's group, including, without limitation, any information which is not generally known to the public, or which has been specifically identified as confidential or proprietary by the disclosingParty;

iii) Any information that would be included within the definition of personal information as set out in the FIPPA, or similar legislation; and

iv) Data;

Notwithstanding the foregoing, Confidential Information shall not include:

v) information not obtained from the Client, which is in, or becomes part of, the public domain, not due to DataFix's breach of this Agreement or DataFix's actions;

vi) information which was previously in DataFix's possession and did not originate from the Client;

vii) information which lawfully becomes available to DataFix from a third party not under an obligation of confidence to the Client regarding such information;

h) "**Contract Price**" means the amount ascribed under section 14.1 and payable by the Client to DataFix for the Services;

i) "**CPI**" means Consumer Price Index as published by Statistics Canada;

j) "**Critical Election Period**" includes advance voting dates together with the Election Day;

k) "**Customization**" means the selection of a specific change to VoterView or any of its additional Event Based Functionality (Optional Modules), made by the Client in order for the Client to meet its desired goals, and where the change is client specific and unique to the Client, and where additional fees are applicable;

l) "**Data**" shall include all information in VoterView including but not limited to:

i) a list of names and addresses of eligible voters for an Election or By-Election and provided by the provincial authority to carry out a municipal election; and



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ii) any Client supplied data including without limitation data inputted by the Client respecting candidate information, election worker information, voter registration, ward and polls information, and location;

m) "**Effective Date**" means the date written above;

n) "**Election Day**" means the corresponding day for elections for municipal government which are held every four years on the 4th Monday of October. For clarity, the next election is scheduled for 26/10/2026;

o) "**eVoting Third Party Integration Fee**" means any customized services required by the Client to support eVoting through an eVoting Service Provider;

p) "**Intellectual Property Rights**" means any and all proprietary rights provided under:

i) patent law;

ii) copyright law (including moral rights);

iii) trade-mark law;

iv) design patent or industrial design law;

v) semi-conductor chip or mask work or integrated circuit topography law; or

vi) any other statutory provision or common law principle applicable to this Agreement, including trade secret law,

that may provide a right in either software, hardware, documentation, ideas, formulae, algorithms, concepts, inventions, processes, or know-how generally, or the expression or use of any of the foregoing; and any and all applications, registrations, licenses, sub-licenses, franchises, agreements, or any other evidence of a right in any of the foregoing.

q) "**Parties**" means, collectively, the Client and DataFix and "**Party**" means one of them or any of them, as the context requires;

r) "**Personal Information**" means all of the information provided by the provincial authority and stored in VoterView with respect to the determination of eligible electors, including their names, property and mailing addresses, the Data, the elector list of the Client as it is compiled from time to time during the Term of the Agreement, the names and other personal information of all who

are designated as Client Users, and all related files and records stored on any equipment used by DataFix;

s) "**Services**" means all the Services to be provided by DataFix to the Client under this Agreement and includes privacy and security requirements in relation to the provision of such services;

t) "**Term**" has the meaning ascribed under section 12.1;

u) "**Third Party Print File Preparation Fee**" means any customization required to DataFix's standard file layout to create customized printable data files for use by a third-party printing company;

v) "**Training**" means the training environment in VoterView, all training guides and any other documentation or material pertaining to the functions and features of VoterView and provided through the on-line facilities;

w) "**Training – Customized and In Person**" means any customized on-site training requested by the Client and delivered by DataFix at the offices of the Client, to be scheduled at such time and for such duration as mutually agreed to in advance between the parties, and at additional cost;

x) "**Update**" means a fix, patch or such other minor improvement, enhancement, modification, or expansion of VoterView as well as major revisions to and new versions of VoterView as part of the Services and for which DataFix does not impose a separate fee;

y) "**Vote by Mail" or "VbM**" means the method of voting used for the Election, whereby eligible electors are issued a voting kit by mail and return their completed ballot to the Client for tabulation;

z) "**Vote by Mail Kit**" means the package issued to an eligible elector under the Vote by Mail method, consisting of a Voter Declaration and Instruction Letter, a composite ballot, a ballot secrecy envelope, and a prepaid return envelope;

aa) "**VoterView**" **has** the meaning ascribed to it in Recital B on page 1 of this Agreement;

bb) "**Voting Period**" means the hours designated by the Client during the Election Date(s) during which Eligible Electors are entitled to cast their vote.



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## 2.0 PROVISION OF SERVICES, LICENSE AND AUTHORIZED USES

2.1 DataFix agrees to perform the Services and its other obligations in accordance with the terms of this Agreement and all applicable laws (including, without limitation, the provisions of the Freedom of Information and Protection of Privacy Act (Ontario), and similar legislation in other Canadian jurisdictions and all other applicable privacy and personal information laws).

2.2 DataFix will at all times maintain care, skill, and diligence in performing its obligations under this Agreement.

2.3 DataFix represents to the Client that VoterView complies with all applicable requirements for provincial and municipal election laws at the time of delivery.

2.4 Subject to DataFix's payments from Client being received in accordance with Section 14.0 of this Agreement, DataFix grants to Client and Client Users a limited, non-exclusive, non-transferable, royalty-free (except for fees provided for in this Agreement) license (other than a right to sublicense) to use VoterView, any documentation provided therewith and any upgrades, modifications, updates and additions thereto (the "DataFix Materials") in the manner contemplated in this Agreement. For clarity, competitors of DataFix and/or vendors supplying online voting services shall not be permitted Client Users under this Agreement and neither Client nor Client Users shall ever provide access to VoterView to these types of third parties

2.5 The Client will have full control for creating and issuing usernames and passwords for Client Users.

## 3.0 USER MANAGEMENT AND APPLICATION CONFIGURATION

3.1 DataFix will provide the Client with an initial account with Administrator-level access to VoterView. With this account, the Client's Administrator can create users and assign the required access levels for the Application.

3.2 The Client's Administrator is fully responsible for:

a) configuring the Application through the Administration Tab in VoterView;

b) adding Client Users and creating User Groups as needed;

c) deleting Client Users;



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d) identifying authorized contacts: primary, secondary, and alternate for the electoral event;

e) updating email addresses and telephone numbers; and

f) keeping all information in User Management current to ensure authorized Client Users receive email communication.

3.3 DataFix may from time-to-time change, modify, update, or upgrade the form, nature, requirements, features, functionality or method or manner of operation of VoterView, the Application and the Services. If DataFix does so it shall provide the Client with notice thereof that is no less than the notice it provides thereof to its other customers.

## 4.0 DATA

4.2 The Data for the Client will be stored in datacenters that are in Canada. At no time will DataFix store Data outside of Canada.

4.3 DataFix will maintain a separate physical database for the Client to ensure that the Client can only access its own Data.

4.4 DataFix will regularly upgrade and update the Application. If it is necessary to interrupt service, DataFix will provide at least 24 hours prior notification wherever possible, emergencies excepted. Interruptions that can be scheduled (i.e., not emergencies) shall be scheduled to minimize their impact on Client Users.

## 5.0 DATA SECURITY AND PRIVACY

5.2 The Client will provide the Data to DataFix and DataFix will only use the Data as necessary to carry out its obligations under this Agreement, and for no other purpose without the prior written consent of the Client.

5.3 DataFix shall comply with all the confidentiality, security and privacy requirements set out in this Agreement, and any additional Security and Privacy Requirements with respect to the Data that have been provided to DataFix, by the Client, in writing. To the extent DataFix possesses any Data in any form, medium or device during the Term of this Agreement or after the expiration of the Term, the foregoing obligations shall survive and continue to be in legal effect.

5.4 DataFix shall ensure that its employees and contractors are aware of their obligations regarding data security and privacy under this Section 5.0.DataFix shall limit access

to Personal Information to its authorized representatives who have a clear need to know in order to provide the Services. DataFix shall ensure that such representatives have agreed to protect the confidentiality and security of the Personal Information to at least the extent provided by this Agreement and DataFix shall properly advise such representatives of the requirements under this Agreement.

5.5 DataFix will protect the security and confidentiality of the Personal Information to at least the same standard as DataFix protects its own most sensitive Confidential Information and, in any event, to at least the standard required by applicable Laws.

5.6 If either Party becomes aware of or reasonably suspects that there has been any unauthorized or improper access to, use or disclosure of any of the Personal Information (a "Security Incident"), such Party will notify the other Party forthwith and, take all reasonable steps to mitigate the Security Incident.

5.7 Without limiting any other provision in this Agreement regarding the security of information, DataFix shall have in place reasonable policies, procedures, and safeguards to protect the confidentiality and security of the Personal Information. DataFix shall ensure the physical security of the Personal Information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure, disposal, loss, or modification.

## 6.0 CONFIDENTIALITY

6.2 Each Party may use the Confidential Information of the other Party only in the performance of this Agreement, and for no other purpose. Each Party may disclose Confidential Information of the other Party (the "Disclosing Party") to its affiliates, and to its affiliates' directors, officers, employees, technical personnel, advisors, consultants, service providers, agents, attorneys, reinsurers, and accountants (collectively, "Representatives") as necessary to carry out this Agreement. Each Party agrees that it will disclose such information only to those of its Representatives with a need to know such information for the purposes described herein and each Party agrees to inform its Representatives of the confidential nature of the Confidential Information, to cause such Representatives to observe the terms of this Agreement, and to be responsible for breach of the obligations by such Representatives. For the avoidance of doubt, Representatives of each Party who do not receive or have access to any Confidential Information hereunder will not be bound by or subject to the terms of this Agreement. In addition, neither Party hereto will send nor make available any Confidential Information to a third party not described under this Agreement without first obtaining prior written approval from the other Party.



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6.3 Any Party that is legally requested or required to disclose any of the Confidential Information of the Disclosing Party, whether in connection with a judicial, administrative or regulatory proceeding in which it or a partner, officer, director, employee or affiliate is involved or as requested or required by regulatory authority or otherwise by law, will provide the Disclosing Party with prompt notice prior to disclosing any Confidential Information, unless such notice is prohibited by law or the rules governing the process requiring such disclosure and prior notice will be required only if reasonably practicable, so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, the other Party will furnish only that portion of the Confidential Information of the Disclosing Party that it is advised by legal counsel is legally required to be disclosed and will exercise its commercially reasonable efforts to obtain reliable assurance, that confidential treatment will be accorded the Confidential Information of the Disclosing Party. Notwithstanding anything to the contrary in this Agreement, in no event shall this Agreement require receiving party to act in contravention of any legal process, regulatory proceeding or from complying with any law or regulation.

6.4 Upon termination of this Agreement for any reason, DataFix and Client will each, at its option, promptly destroy or return to the other, upon any written request, any and all Confidential Information relating to the other Party in their possession, or in the possession of any of their affiliates. This includes any copies, reproductions, summaries, analyses or extracts thereof, whether in written or electronic media; provided, however, that neither Party shall be obligated to return or destroy any such information that may be contained in its electronic back-up systems, and each Party may retain copies of the other's Confidential Information, subject to the confidentiality terms of this Agreement, in accordance with its corporate record retention practices, for legal or regulatory purposes. An officer of the receiving party destroying or returning such Confidential Information shall certify to the Disclosing Party that such return or destruction has taken place, and that all Confidential Information disclosed by Disclosing Party has been so destroyed or returned. Notwithstanding anything in this Section 6.3, certain incidental Confidential Information or information derivative of it that is generated by the DataFix system in the course of performing the Services and that is too embedded within DataFix's data files to be readily extracted under this Section may be retained indefinitely by DataFix provided that DataFix uses that information solely for the internal purpose of operating its systems and generating data analytics for internal use, and provided that DataFix continues to treat such Confidential Information in accordance with the confidentiality provisions of this Agreement.

6.5 Subject only to the express provisions of this Agreement, as between the Parties each Party is and will be the exclusive owner of all Confidential Information of said Party

and all Intellectual Property Rights therein. The Client agrees that as between the Parties, DataFix owns all Intellectual Property Rights that form part of the Services including, without limitation, VoterView and any DataFix branding used in relation thereto. DataFix agrees that as between the Parties, Client owns all Intellectual Property Rights that form part of a Client Data. This Agreement is not a contract of work for hire for the development of intellectual property, and any updates, modifications, upgrades, or revisions that DataFix makes to the Service, VoterView or any of its technology or other information systems shall, as between the Parties, be the property of DataFix.

6.6 The confidentiality obligations set out in this Section 6.0 are in addition to DataFix's obligation to comply with the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA), R.S.O. 1990, c. M.56, all other applicable privacy and personal information laws and any other security and privacy obligations set out in this Agreement.

6.7 DataFix will not use or reproduce Confidential Information from Client other than as reasonably required for the performance of the Services under this Agreement. DataFix will not, without the prior written consent of the Client given on such terms and conditions as it prescribes in its sole discretion, disclose or allow access to the Client Confidential Information to any person, except to only those of its own employees who have a need to know such information solely for the provision of the Services, and who have been advised of its confidential nature and have agreed to be bound by the confidentiality and restricted use provisions in this section. DataFix will take all reasonable precautions against the Confidential Information being used by or disclosed to any unauthorized person.

6.8 This Section 6.0 shall survive the expiration or earlier termination of this Agreement.

## 7.0 HOSTING

7.2 DataFix uses a hybrid solution for the hosting of the Application that consists of a mix of DataFix colocation hosting environments and Azure cloud-based hosting services. All datacenters are located within Canada and at no time will any Data be stored outside of Canada.

7.3 All data that flows in and out of the hosting locations and all data at rest is strongly encrypted and otherwise protected against access by, or disclosure to, any non-authorized party.

7.4 A disaster recovery (DR) site containing a regularly updated copy of the Data will be maintained by DataFix. The DR site can be quickly activated and is fully capable of



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scaling to meet high demand. Data backups will be tested on a regular basis to ensure that all aspects of the disaster recovery plan are operational. Data backups will be performed by DataFix no less frequently than every sixty (60) minutes.

7.5 DataFix will ensure that the data center and servers containing the Data meets the following physical and electronic security requirements:

a) single point of entry;

b) main access monitored with additional access for emergency purposes only;

c) access validation with identity check;

d) access only to persons on DataFix approved access list;

e) log-in validation;

f) creation of accounts only as verified by DataFix;

g) access to servers via encrypted means; and

h) servers running behind secure firewalls.

## 8.0 WARRANTIES

8.2 DataFix represents and warrants the following which shall remain true and accurate until the expiration or effective termination of this Agreement:

a) DataFix shall take all reasonable steps to ensure all computer and telecommunications hardware and software are operational 24 hours a day, 7 days a week;

b) DataFix has full right, power, and authority to enter into this Agreement and to perform its obligations under it;

c) DataFix is not under any obligation, contractual or otherwise, to request or obtain the consent of any person in order to enter into this Agreement and to perform DataFix's obligations under it;

d) DataFix is a corporation, duly organized, legally existing, in good standing and has not been dissolved under the laws of the Province of Ontario;

e) DataFix has the necessary corporate power to own its properties and assets and to carry on its business as it is now being conducted and to enter into this Agreement;

f) DataFix is not a party to, or bound by any indenture, agreement (written or oral), instrument, license, permit or understanding or other obligation or



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restriction under the terms of which the execution, delivery or performance of this Agreement will constitute or result in a violation or breach or default.

8.3 Each Party additionally warrants to the other Party that it will comply with all applicable laws and regulations, including those related to privacy, that may apply to the activities contemplated herein or in association herewith.

8.4 EXCEPT AS SPECIFICALLY SET FORTH OR REFERENCED IN THIS AGREEMENT, THERE ARE NO REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF EITHER PARTY, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER, INCLUDING ANY IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABLE QUALITY OR FITNESS FOR A PARTICULAR PURPOSE.

## 9.0 OWNERSHIP OF INFORMATION

9.2 As between the parties, DataFix will, and does retain all rights, titles, and interests (including, without limitation, all Intellectual Property Rights) associated with its products and services, specifically including VoterView and any modifications and derivatives to it.

9.3 *The Client Retains Control over the Data*: The Client is only transferring physical custody of the Data to DataFix, not control of that information, and the authority over the use, disclosure, access, destruction, and integrity of the Data remains with the Client.

9.4 While this Agreement is in effect, and at all times thereafter, DataFix and any officers, employees, or agents of DataFix shall not use, publish, or disclose any information, data, research, documents, photographs, or materials discovered or produced by DataFix in the performance of this Agreement without first obtaining written permission from the Client.

9.5 Any materials, and supplies provided by the Client to DataFix for use in the performance of this Agreement shall remain the property of the Client and shall be returned to the Client upon request.

## 10.0 TRAINING AND SUPPORT

10.2 Training: DataFix shall provide the following to the Client as part of the Contract Price set out in this Agreement:

a) a training environment;



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b) training on all the Application functions and features through the on-line Webinar facilities and the Online Training Platform;

c) on-line help facilities;

d) user guides and other training documents pertaining to the use of the Application, posted in the Forms/Document Library);

e) webinars;

f) web collaboration for screen interaction and telephone for voice communication;

g) online and video-based demo;

h) training and support from time to time during the term of this Agreement (i.e., be available to answer questions via email and telephone; and

i) Online Meetings as needed.

10.3 **Customized Onsite Training**: DataFix can provide customized on-site training at a rate of $2,500 per day plus applicable taxes.

10.4 **Support:** As part of the Contract Price in this Agreement, DataFix shall provide the following support services to the Client, where issues can be resolved usually within 24 hours.

a) Email Support shall comprise of email access and response:
- Email link to DataFix support team at support@voterview.ca

b) Telephone Support: Toll-Free (866) 334-3824 or (416) 363-8170 ext. 249.

c) DataFix's normal business hours are from 8:00 AM to 5:00 PM (eastern time), Monday to Friday, excluding statutory holidays. DataFix will provide support outside its normal business hours during advance poll dates and Election Day.

d) During the Critical Election Period, which includes advance voting dates and Election Day itself, the guaranteed response time will be 15 minutes from receipt of the request by telephone, voicemail, or email.

e) DataFix will provide advice and support prior to the advance voting period, with a guaranteed response time of no longer than 60 minutes from receipt of the request by telephone, voicemail, or email.

## 11.0 ADDITIONAL SERVICES AND CHANGE ORDER REQUEST

11.2 The Client acknowledges that DataFix may have other services available for use by the Client that are not set out in this Agreement and are not included in the Contract Price. These additional services are listed in Schedule A attached to this Agreement.



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The parties agree that the request, provision, and responsibility for payment of any such additional services that may be delivered by DataFix to the Client shall be authorized only by way of submitting a written Change Order Request. A sample is attached to this Agreement as Schedule B.

11.3 No oral agreements between persons will be binding on either DataFix or the Client unless and until a Change Order Request has been approved, and until such approval has been received, each Party will continue to perform its obligations under the Agreement as if the change had never been proposed.

11.4 Upon receipt of the fully executed Change Order Request, DataFix will be authorized to commence the Change.

11.5 Despite any other provision in this Agreement, Change Order Requests signed by both parties shall be deemed to be duly authorized amendments to the Agreement.

## 12.0 TERM OF AGREEMENT

12.1 The term of this Agreement will commence on the date first written above and will come to an end on December 31, 2026. The term of this agreement can be extended upon mutual agreement of both parties; for greater clarity, the Fees are always subject to price review/increase agreeable between DataFix and Client.

12.2 Subsequent Agreement/Early Renewal Option. Notwithstanding Section 12.1, in the first quarter of 2027, DataFix, will provide the Client with the option to enter into a new Agreement which will provide continuity of services between this agreement and a new agreement.

12.3 During the first quarter of 2027, the Client will continue to have full access to VoterView until such time when the early renewal option offer is declined. At such time, all the data in VoterView will be permanently deleted. For clarity, the Client must respond to the early renewal offer by no later than the end of March. In the absence of a response, access to VoterView will be turned off and the data will be deleted.

## 13.0 DATA DESTRUCTION

13.1 Until such time as the Client makes a request in writing to DataFix to delete and destroy the Data, DataFix will continue to store the Client's Data in accordance with this Agreement.



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13.2 At the Client's request to delete and destroy all the Data, DataFix will permanently and securely delete and destroy the Data and all associated records in its possession.

13.3 This deletion will be performed in a manner that is appropriate for the types of media involved so that the Data or any portion of it cannot be retrieved, accessed, or used by DataFix for any other purpose. After complying with this provision, DataFix shall deliver to the Client a declaration in writing confirming the deletion and destruction of the Data and all associated records.

## 14.0 FEE AND PAYMENT TERMS

14.1 In consideration for the Services and other obligations to be performed by DataFix under this Agreement, the Client will pay DataFix an **estimated fee** of **CAD$18,025**, plus applicable taxes (collectively, the "**Contract Price**"), such Contract Price to be subject to Inflation Adjustment as detailed in Section 14.6.

14.2 The Parties acknowledge and agree that the Contract Price is the payment required to be made by the Client to DataFix for the purchase of its authorization for the use of VoterView and of the Services as set out in this Agreement, subject always to additional services which may be required pursuant to Section 11.0.

14.3 The Contract Price includes the following:

(a) **General Election Fee** - The parties agree that the Contract Price for the General Election will include the following:

- Voter List Management $6,200
- Activation Setup Fee $750

(b) *Vote by Mail Fulfillment fee is* estimated to be $3.40 per kit (*subject to change if volume falls below the estimated quantity)*

- Estimated 3,000 VbM kits $10,200
- Vote by Mail Setup Fee - $875

The fee for Vote by Mail Fulfillment will be invoiced once the number of kits is finalized. The Vote by Mail Fulfillment fee does not include postage or any Canada Post Administration fees, which shall be payable by the Client directly to Canada Post.

(c) **By-Election Fee** Should the Client require a by-election; the Client will pay DataFix a By-Election Support fee, and applicable taxes. By-Election Support Fees



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(plus applicable taxes) are on a case-by-case basis, with a fee quotation provided at the time of the request for By-Election services.

(d) Additionally, the Client agrees to pay DataFix any additional fees for additional services obtained through the Change Order Request process described in Section 11.0.

14.4 The Client agrees to pay DataFix all fees due and payable to DataFix, including the Contract Price described in Section 14.0, at the times and in the manner as further detailed in this Section 14.0.

a) Where fees are quoted net of tax, any taxes applicable to the provision of such Services shall be added and the Client agrees to pay all sums when due and payable, including applicable taxes.

b) The Contract Price due and payable to DataFix pursuant to section 14.1 follows, and ***DataFix will send an invoice to the Client per the payment schedule below:***

(i) Payment 1 – $6,950 will be invoiced within 20 days of receipt of a fully endorsed Agreement

(ii) Payment 2 – $5,975 (50% of the Vote by Mail fee plus the setup fee) will be invoiced in August 2026

(iii) Payment 3 – Any remaining balance in addition to Vote by Mail Fulfillment fees noted in 14.3 (b) will be invoiced between October/November 2026

**14.5 NO LATE PAYMENT**

a) Payment term is net 30 days from date of DataFix invoice. Late payment is a default by the Client under this Agreement.

b) Any fee or portion thereof not paid on the date on which it is payable shall bear interest after the due date at the interest rate of 1.5%, calculated and payable monthly, not in advance, both before and after default, with interest on overdue interest at the aforesaid rate. The acceptance of any interest payment shall not be construed as a waiver by DataFix of its rights in respect of the default giving rise to such payment and shall be without prejudice to DataFix's right to terminate this Agreement in respect of such default.



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### 14.6 INFLATION ADJUSTMENT

The Parties acknowledge that a surcharge, plus applicable taxes, may be applied to invoices issued for an Event Year to account for inflationary pressures. Any such surcharge, if applied, will be calculated using the cumulative annual CPI percentage increases (as published by Statistics Canada) up to the date of the applicable invoice..

## 15.0 VOTE BY MAIL FULFILLMENT

15.1 DataFix will produce, through its print partners, a voter kit for each elector contained on the voters' list for the Client at the time of mailing.

15.2 The Voter Kit for each elector will consist of the following:

a) Outer Envelope – 24 lb. white wove 4 1/8 x 9 1/2 with double window printed black

b) Return Envelope (Business Reply) – 24 lb. Canary (yellow) 4" x 9" with double window printed black

c) Secrecy envelope – 24 lb. white wove 3.75" x 8.75" non-window printed black

d) Composite 8.5" x 11" ballot

e) Voter Declaration/Instruction letter – 8.5" x 11" with horizontal perforation

## 16.0 CLIENT RESPONSIBILITY

### 16.1 General Requirements and Cut-Off Dates

To ensure that Vote by Mail Kits are processed and deposited with Canada Post in accordance with the required delivery timelines, the Client shall provide DataFix with all materials, information, and postal items identified in this Agreement, the Vote by Mail Checklist, and any applicable instructions and cut-off dates posted on the VoterView Application Home Page. The Client shall meet all posted cut-off dates.

Any materials, requests, changes, or submissions received after the applicable cut-off dates may result in delays and may be subject to additional processing fees.

#### 16.1.1 Impact of Client Changes During Proofing

The Client acknowledges that any revisions, change requests, corrections, or alterations made during the proofing process may delay the production schedule. If such changes occur, the agreed-upon mail drop date may be adjusted accordingly.



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DataFix will advise the Client of any revised timelines resulting from requested changes.

### 16.2 Artwork for Postal Indicia and Canada Post Accounts

The Client is responsible for providing DataFix with the following Canada Post items for inclusion in the Vote by Mail Kit:

a) Business Reply Mail Permit, including Canada Post–approved artwork and permit number for use on the Election Return Envelope; and

b) Standard Lettermail Customer Number and related Lettermail Agreement Number for mailing outbound Vote by Mail Kits.

**Note:** Canada Post will invoice the Client directly for all postage charges, including both outgoing and return mail.

### 16.3 Camera-Ready Artwork

The Client is responsible for providing DataFix with electronic, camera-ready artwork of its municipal logo and the return mailing address for the Vote by Mail Kit. All artwork must be provided in the required format and specifications.

### 16.4 Blank Kit Requests

Requests for blank kits and required quantities must be submitted to DataFix by the specified due date. Requests received after the cut-off date may be delayed, as priority will be given to the production and mailing of outgoing Vote by Mail Kits.

### 16.5 Mail Drop Date Selection

Mail drop dates and cut-off timelines will be posted on the Home Page of the VoterView Application. Mail drop date selection will be granted on a first-come, first-served basis. Requests submitted after the applicable cut-off date will be assigned the next available production window.

**Note:** DataFix will ensure that all Vote by Mail Kits is deposited with Canada Post in accordance with the agreed-upon delivery timelines, provided that the Client meets all required cut-off dates and responsibilities under this Section.



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## 17.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

17.1 DataFix hereby agrees to indemnify and save harmless the Client, its agents, contractors, and employees from and against any losses, liabilities and expense reasonably incurred by the Client that arise out of a breach by DataFix of this Agreement (including, without limitation, a breach of any of the confidentiality, security, and privacy provisions of this Agreement) by DataFix, or its employees, contractors, or agents.

17.2 Client hereby agrees to indemnify and save harmless DataFix, its directors, officers, agents, contractors, and employees from and against any losses, liabilities and expenses reasonably incurred by DataFix that arise out of a breach by Client of this Agreement (including, without limitation, late payment of amounts due and payable) by Client, or its employees or agents.

17.3 Except for any wilful misconduct or gross negligence by one Party, the other Party's total aggregate liability for any loss or damages under or in connection with this agreement, howsoever arising shall in no circumstances exceed the total dollar amount of the Agreement.

17.4 Neither Party shall be liable for any loss of profits, loss of business, or any other indirect, incidental, punitive, special, or consequential loss or damage whatsoever, howsoever arising, incurred by the other party or any third party, whether in an action in the contract, negligence, or other tort, even if the parties or their representatives have been advised of the possibility of such damages.

17.5 This Section 17.0 will survive the expiration or termination of this Agreement.

## 18.0 TERMINATION

18.1 The Client may terminate this Agreement if DataFix is in breach of any term of this Agreement and the breach is not cured within five (5) days of written notice by the Client. DataFix may terminate this Agreement if Client is in breach of any term of this Agreement and the breach is not cured within five (5) days of written notice by DataFix.

18.2 The Client may terminate this Agreement immediately if DataFix:

a) ceases or threatens to cease to carry on business, or takes or threatens to take any action to liquidate its assets, or stops making payments in the usual course of business;

b) makes or purports to make a general assignment for the benefit of creditors;



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c) institutes any proceeding under any statute or otherwise relating to insolvency or bankruptcy or should any proceeding under any such statute or otherwise be instituted against DataFix.

18.3 This Agreement may be terminated where the Parties have mutually agreed to terminate this Agreement, in writing signed by both Parties.

## 19.0 NOTICES

19.1 Any notice or other communication required or permitted to be given by any Party to any other Party shall be in writing and shall be delivered personally, by email or by courier addressed to the Party to which it is to be given as follows:

a) if to the Client:

2253 Johnston Road,
Renfrew, ON K7V 3Z8
Attention: Hope Dillabough
Email: hdillabough@hortontownship.ca

b) if to DataFix:

1 Toronto Street
Suite 214
Toronto, ON M5C 2V6
Attention: Geoff Day
Email: gday@datafix.com
Copy: hharvey@datafix.com

Every such communication personally delivered or couriered shall be deemed to have been given to and received by the addressee on the date of delivery or where such date is not a Business Day, on the next Business Day following the delivery. Every Party may change its filing or delivery address by giving to the other Parties written notice to that effect.

19.1.1 For clarity, Section 19.1 applies to the delivery of formal notices under this Agreement. Routine operational or support-related matters should be submitted through the standard support channels and not treated as formal notices.

## 20.0 GENERAL

20.1 Governing Law. The Parties agree that, at all times, this Agreement is governed by and construed in accordance with the laws of the Province of Ontario, Canada, and the



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federal laws of Canada applicable therein. Each Party represents and warrants to the other Party that, as of the Effective Date, it has full power and authority to enter into and provide the Services set out in this Agreement.

20.2 Independent Contractors. The Parties will perform their obligations under this Agreement as independent contractors. Nothing herein will be construed to place DataFix or Client in a relationship of fiduciaries, principal and agent, partners, or joint venturers, and neither Client nor DataFix will have the power to obligate or bind the other in any manner whatsoever.

20.3 Excusable Delay. A delay in the performance by a Party of any obligation under this Agreement that is caused by an event that is: (i) beyond the reasonable control of the Party, (ii) could not reasonably have been foreseen by the Party, (iii) could not reasonably have been prevented by means reasonably available to the Party, and (iv) occurred without the fault or neglect of the Party, will be considered an "Excusable Delay" if the delaying Party advises the other Party of the occurrence of the delay or of the likelihood of the delay as soon as the delaying Party becomes aware of it. The delaying Party must also advise the other Party, within 5 days, of all the circumstances relating to the delay and provide to the other Party for approval a clear work around plan explaining in detail the steps that the delaying Party proposes to take in order to minimize the impact of the event causing the delay. Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay. However, if an Excusable Delay has continued for 10 days or more, the other Party may, by giving notice in writing to the delaying Party, terminate this Agreement. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay.

20.4 No Third-party Beneficiaries. The Parties are the only Parties to this Agreement and no other person has any rights or obligations under it.

20.5 Severability. If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, portions of such provision, or such provision in its entirety, to the extent necessary, shall be severed from this Agreement, and such court will replace the original provision with a valid and enforceable provision that will achieve, to the extent possible, the same purposes of the original provision. The balance of this Agreement shall be enforceable in accordance with its terms.

20.6 Remedies Cumulative. Unless otherwise expressly stated herein, the rights and remedies of the Parties hereunder are cumulative and are in addition to, and not in substitution for, any other rights and remedies available at law or in equity or



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otherwise. No single or partial exercise by a Party of any right or remedy precludes or otherwise affects the exercise of any other right or remedy to which that Party may be entitled.

20.7 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and cancels and supersedes any other understandings and agreements between the Parties with respect thereto, whether written or oral, and whether made prior to or during the Term. There are no representations, warranties, terms, conditions, undertakings, or collateral agreements, express, implied, or statutory, between the Parties other than as expressly set out in this Agreement.

20.8 Consent to Injunctive Relief. Each Party acknowledges that its failure to comply with the provisions of this Agreement relating to Confidential Information, intellectual property and non-solicitation may cause irreparable harm to the other Party which cannot be adequately compensated for in damages, and accordingly acknowledges that the other Party will be entitled to claim, in addition to any other remedies available to it, interlocutory and permanent injunctive relief to restrain any anticipated, present or continuing breach of such provisions. Nothing in this Section will be construed to limit the right of a Party to seek injunctive relief in any other circumstance in which it may be otherwise entitled to such relief.

20.9 Time for Performance. When a Party has a right to performance by the other Party or right to terminate this Agreement as of a particular date, that right may be enforced or exercised notwithstanding any principles of equity, and the Party will be entitled to that performance or to terminate this Agreement on or after such date.

20.10 Currency. Except where otherwise expressly provided, all references to currency herein are to the lawful money of Canada.

20.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

20.12 Electronic Signature. If the signature is delivered by email or a scanned data file, such signature shall create a valid and binding obligation on the party executing this Agreement with the same force and effect as if scanned data file were an original thereof.

***[the remainder of this page left intentionally blank; the next page is the Signature Page.]***



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**COMPRINT SYSTEMS INCORPORATED, operating as "DataFix":**

By: _____
Signature

Hortense L. Harvey
Print Name

National Director, Client Services
Print Title

**TOWNSHIP OF HORTON:**

By: _____
Signature

Hope Dillabough CMO, AOMC, Dipl. M.M.
Print Name

_____
Date

CAO/Clerk
Print Title



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## SCHEDULE A - PROFESSIONAL SERVICES

While most of our clients use the out-of-the-box solution, at times, customization may be required to support specific operational and business processes that are unique to the client.

Any customization or additional Services will require a Change Order Request, as described in section 11 of this Agreement. These additional Services may be subject to additional fees.

These Services include, but are not limited to:

1. Customized onsite training
2. Customizations to any application including but not limited to: VoterView, additional Event Based Functionality: Election Worker Management/Worker Portal; Voting Place Management; Candidate Access Portal: Online Voter Services (OVS); Online Voter Registration
3. Custom data file preparation and processing
4. Custom print files/extracts: creating custom print files or extract to be used by a third party
5. Bulk data processing/updates
6. Request to load additional data sources to VoterView (data not issued by the provincial authority)
7. Client's Alterations to Election Related Print Products: Alterations are defined as deletions, additions, or other revisions made by the Client to the content/structure of the document, resulting in the preparation of new proofs (*usually after final proof delivery*)
8. Setting up and support of mock elections
9. Mock Unofficial Election Results
10. Custom forms: creating a client specific version of any forms issued by the Governmental Authority such as EL15, etc.
11. Significant changes to Voter Card or Voter Letter templates (when printed from VoterView)
12. New or modified API calls (OVS)
13. Dashboard Simulations
14. eVoting custom support through third party service providers



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## SCHEDULE B – CHANGE ORDER REQUEST FORM

**CHANGE REQUEST IDENTIFICATION:**

**CLIENT NAME:**

**AND**

DataFix

**Requestor Information**

CR Number:_____

Requestor Name: _____ Title:_____

Phone Number:_____ Email: _____

Signature: _____ Date of Request: _____

**Change Information**

Priority Level (circle one): Low Moderate High

Desired Implementation Date: _____

| | | |
|---|---|---|
| **Description of Change**: *Provide a brief overview of the change (**requestor**)* | | |
| **Reason(s) for Change Requested**:<br>*State why this change is required*<br>*What will be the impact if the change is not implemented? (**requestor**)* | | |
| **Please do not use the space below.** | | |
| **Time Required to implement the Change**: | | |
| **Cost of the Change**: | | |
| **Impact on Schedule and Staffing**:<br>*Identify any impacts on various aspects of the project* (i.e.: Schedule; Scope; Cost; Quality) | | |
| **Assessment/Comments**: | | |
| **Recommendations** | | |
| ☐ Approved as Requested | ☐ Approved with Changes | ☐ Rejected |
| Name and Title | Signature | |
| Name and Title | Signature | |
| Date: | Date: | |



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## Schedule C - SERVICE LEVEL AGREEMENT

a) The Application will always be normally available except when essential maintenance is required;

b) During the Critical Election Period, essential maintenance will be performed during off-peak hours, to minimize any disruption to the Service;

c) The availability of 99.9% per full calendar month (30 days) excluding scheduled maintenance or installations shall be deemed as fully compliant for the purpose of the VoterView service level commitment;

d) Failures at the firewall or web server level will initiate automatic fail-overs within no more than ten seconds. If a switch is required to the fully functional backup site location the system will be available to all users within five minutes of the original interruption;

e) DataFix will monitor the Application's availability and safeguard against the Application hanging or loss of connectivity to the database;

f) During the Critical Election Period, DataFix will notify the Client forthwith of any server/application downtime. A live availability status page for VoterView is available at http://status.voterview.ca

### I. DEFINITIONS

**Business Days** – Monday through Friday, excluding holidays observed by DataFix.

**Business Hours** – Business Days from 8 am to 5 pm eastern time.

**Emergency Maintenance** –Urgent patches or fixes that DataFix needs to apply to, or other urgent maintenance activities that DataFix needs to undertake for, the Services that affects Services availability during Business Hours.

**Exclusion** –Services unavailability due to: (i) circumstances beyond DataFix's reasonable control, including, without limitation, acts of God, acts of government, emergencies, natural disasters, flood, fire, civil unrest, acts of terror, strikes or other labour problems (other than those involving DataFix employees), or any other force majeure event or factors; (ii) any problems caused by systems, hardware or software not provided by DataFix; (iii) interruptions or delays in Services availability resulting from telecommunications or Internet service provider failures outside of DataFix's reasonable control; (iv) access problems resulting from the Client's use of internal, third party or non-DataFix-provided Authorized User authentication mechanisms; (v) any interruption or unavailability resulting from the Client's use of the



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Services in an unauthorized or unlawful manner; (vi) any problems resulting from the Client's acts, errors or omissions; and/or (vii) any modifications to the Services made by any party other than DataFix.

**Minimum Service Availability** - The system will be available 99.9% per full calendar month (30 days) excluding scheduled maintenance.

**Scheduled Maintenance** –The provision of Services updates, upgrades, or other modifications.

**Scheduled Maintenance Window** –The window during which Scheduled Maintenance may occur. Such window is anytime outside Business Hours.

## II. SYSTEM REQUIREMENTS

The VoterView Application can run on any device that supports the following browsers. DataFix assumes that all necessary software and firmware updates are applied to support the below table. If a vendor ceases development and update support for the software/firmware listed in the table below, DataFix may cease to support it as well.

| Browser | Browser Version(s) |
|---|---|
| Google Chrome™ | Most recent fully released version |
| Mozilla Firefox™ | Most recent fully released version |
| Microsoft Internet Explorer™ | **Not supported** |
| Microsoft Edge™ | Most recent fully released version |
| Apple Safari™ | Most recent fully released version |

## III. SUPPORT SERVICES

Emails sent to the support email address support@voterview.ca will automatically create new support issues in the DataFix tracking system (which is based on JIRA from Atlassian Software Systems). New support issues are placed in the queue, and all support personnel are notified.

Telephone

The support team can also be reached via the elections support line. Live support is provided during Business Hours. In the event all support personnel are occupied,



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messages can be left, and those messages will automatically trigger a new support issue in the JIRA tracking system. All DataFix support personnel receive notifications as soon as new support requests are received by JIRA, where the assignment of the request is performed.

After Hours Support

Issues during non-Business Hours will be routed and responded to immediately upon the next Business Day by the DataFix ticket owner, except that during a Critical Election Period, the Pager Duty service will be used and DataFix will make best efforts to respond to after-hours support requests within 60 minutes.

Pager Duty

The service is used to provide 24-hour support coverage during Critical Election Periods, but the information shared with PagerDuty is limited to phone numbers for DataFix operations personnel and the contents of the alert message. At no point do those alert messages include any sensitive customer or voters' list information

## IV. SERVICE LEVEL AGREEMENT

### 1. Services Availability

DataFix will use commercially reasonable efforts to provide the Minimum Services Availability for the Services. Notwithstanding the foregoing or anything else to the contrary in this Agreement, the Services will not be deemed to be unavailable due to any Exclusion.

### 2. Maintenance

DataFix will:

a. perform all Scheduled Maintenance during the Scheduled Maintenance Window;

b. notify Client at least twenty-four (24) hours prior to any Scheduled Maintenance that may affect Services availability during the Scheduled Maintenance Window;

c. use commercially reasonable efforts to notify Client as early as possible prior to any Emergency Maintenance, but in any case, at least within one (1) hour after such Emergency Maintenance has begun.



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# CORPORATION OF THE TOWNSHIP OF HORTON

# BY-LAW NO. 2026-18

## A BY-LAW TO CONFIRM PROCEEDINGS OF THE COUNCIL OF THE TOWNSHIP OF HORTON AT THE REGULAR COUNCIL MEETING HELD FEBRUARY 24TH, 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 24th 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 24th day of February, 2026.

READ a third time and passed this 24th day of February, 2026.

MAYOR Daina Proctor

CAO/CLERK Hope Dillabough

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