



**THE CORPORATION OF THE TOWNSHIP OF HORTON
COUNCIL MEETING – JANUARY 14TH, 2025 – 4:00 P.M.
HORTON MUNICIPAL CHAMBERS
2253 JOHNSTON RD.**

1. CALL TO ORDER

2. LAND ACKNOWLEDGEMENT

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

3. DECLARATION OF PECUNIARY INTEREST

4. CONFIRMATION OF COUNCIL AGENDA

5. DELEGATIONS &/OR PUBLIC MEETINGS – NONE

6. MINUTES FROM PREVIOUS MEETINGS

6.1 December 17th, 2024 – Regular Council

PG.3

7. BUSINESS ARISING FROM MINUTES

8. COMMITTEE REPORTS:

8.1 TRANSPORTATION AND ENVIRONMENTAL SERVICES COMMITTEE
▪ **CHAIR HUMPHRIES**

8.1.1 Chair’s Report – January 8th, 2025

PG.7

8.2 PLANNING COMMITTEE
▪ **CHAIR CAMPBELL**

8.2.1 December Building Report

PG.23

8.2.2 Planning Files Update

PG.24

8.3 COMMUNITY COMMITTEES / COUNTY COUNCIL

8.3.1 Renfrew & Area Seniors Home Support

D. Humphries

8.3.2 Chamber of Commerce

D. Humphries

8.3.3 Renfrew & Area OPP Detachment Board

G. Campbell

8.3.4 County Council

D. Proctor

9. CORRESPONDENCE SUMMARY

9.1 INFORMATION CORRESPONDENCE

9.1.1 CAO/Clerk Information Memo

PG.26

9.2 ACTION CORRESPONDENCE – NONE

RETURN TO AGENDA

10. BY-LAWS

- | | | |
|------|---|--------------|
| 10.1 | 2025-01 Borrowing By-law | PG.27 |
| 10.2 | 2025-02 Interim Taxes 2025 | PG.30 |
| 10.3 | 2025-03 Appoint Livestock Valuer | PG.31 |
| 10.4 | 2025-04 Appoint Committee of Adjustment | PG.32 |
| 10.5 | 2025-05 Entrance and Drainage Permit By-law | PG.33 |
| 10.6 | 2025-06 Adopt Corporate Policy Council-04 | PG.39 |
| 10.7 | 2025-07 Fire Safety Grant Agreement | PG.43 |

11. NOTICE TO FILE MOTION FOR NEXT COUNCIL MEETING**12. COUNCIL/STAFF MEMBERS CONCERNS****13. RESOLUTIONS****14. IN CAMERA (Closed) SESSION (as required) – NONE****15. CONFIRMING BY-LAW 2024-08****PG.69****16. ADJOURNMENT**

THE CORPORATION OF THE TOWNSHIP OF HORTON

REGULAR COUNCIL MEETING
DECEMBER 17TH, 2024

There was a Regular Meeting of Council held in the Council Chambers on Tuesday December 17th, 2024. Present were Deputy Mayor Daina Proctor, Councillor Glen Campbell, and Councillor Tom Webster. Councillor Doug Humphries was present via Zoom. Staff present was Hope Dillabough, CAO/Clerk, Adam Knapp, Public Works Manager, and Nichole Dubeau, Executive Assistant – Recording Secretary.

Mayor David Bennett sent his regrets.

1. CALL TO ORDER

Deputy Mayor Proctor called the meeting to order at 4:08 p.m.

2. LAND ACKNOWLEDGEMENT

Deputy 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 Councillor Campbell

RESOLUTION NO. 2024-175

Seconded by Councillor Webster

THAT Council adopt the Agenda for the December 17th, 2024 Regular Council Meeting.

Carried

5. DELEGATIONS &/or PUBLIC MEETINGS – NONE

6. MINUTES

6.1 December 3rd, 2024 – Regular Council

Moved by Councillor Webster

RESOLUTION NO. 2024-176

Seconded by Councillor Humphries

THAT Council approve the following Minutes:

- December 3rd, 2024 – Regular Council

Carried

7. BUSINESS ARISING FROM MINUTES

There was no business arising from the minutes.

8. COMMITTEE REPORTS:

8.1 GENERAL GOVERNMENT COMMITTEE

Public Advisory Member Spencer Hopping was present.

Public Advisory Member Susan Humphries sent her regrets.

8.1.1 Staff Report – January Meeting Schedule

CAO/Clerk Hope Dillabough reviewed the report.

8.1.2 Staff Report – Council Leave of Absence Policy

CAO/Clerk Hope Dillabough reviewed the report.

8.1.3 Staff Report – Joint Police Services Board Renfrew OPP Detachment 2025 Budget

CAO/Clerk Hope Dillabough reviewed the report.

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8.2 TRANSPORTATION AND ENVIRONMENTAL SERVICES COMMITTEE**8.2.1 Chair's Report – December 3rd, 2024**

Public Works Manager Adam Knapp reviewed the report. There was Council discussion regarding enhancing the use of the private road grant.

8.3 RECREATION COMMITTEE**8.3.1 Chair's Report – December 5th, 2024**

Councillor Humphries reviewed the report. Deputy Mayor Proctor suggested inquiring what surrounding municipalities do for their damage/cleaning deposit.

8.4 PROTECTIVE SERVICES COMMITTEE**8.4.1 Chair's Report – November 28th, 2024**

Deputy Mayor Proctor reviewed the report.

9. CORRESPONDENCE SUMMARY**9.1 INFORMATION CORRESPONDENCE****9.1.1 CAO/Clerk's Information Memo**

Council members reviewed the information previously distributed. Councillor Webster congratulated Peter Emon on being elected as County Warden again for 2025.

9.2 ACTION CORRESPONDENCE – NONE**10. BYLAWS – NONE****11. NOTICE TO FILE MOTION FOR NEXT COUNCIL – NONE****12. COUNCIL/STAFF MEMBERS CONCERNS**

There were no Council or Staff Members concerns.

13. RESOLUTIONS

Moved by Councillor Webster

RESOLUTION NO. 2024-177

Seconded by Councillor Campbell

THAT Council upon staff recommendation, amend the January 2025 Regular Council Meetings to January 14th and January 28th, 2025.

Carried

Moved by Councillor Humphries

RESOLUTION NO. 2024-178

Seconded by Councillor Webster

THAT Council accept Corporate Policy# Council-04 Leave of Absence Policy;

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

Carried

Moved by Councillor Campbell

RESOLUTION NO. 2024-179

Seconded by Councillor Webster

THAT Council support the Renfrew and Area OPP Detachment Board's 2025 Budget in the amount of \$114,644;

AND THAT Council consent to an equal billing model for 2025 which reflects a one-seventh share between participating municipalities resulting in \$16,377.71 to be paid by each municipality;

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AND FURTHER THAT Council recommends a billing model review in 2025 on or shortly after the Board's six month review of their annual budget to ensure fairness among cost allocations.

Carried

Moved by Councillor Humphries

RESOLUTION NO. 2024-180

Seconded by Councillor Campbell

THAT Council receive the following reports as information:

- TES Chair's Report – December 3rd, 2024
- Recreation Chair's Report – December 5th, 2024
- Protective Services Chair's Report – November 28th, 2024

Carried

Moved by Councillor Webster

RESOLUTION NO. 2024-181

Seconded by Councillor Humphries

THAT upon recommendation from the TES Committee, Council approve the additional 2024 Private Road Grant Program Applications for reimbursement, as per Policy T-01 Private Road Grant.

Carried

Moved by Councillor Campbell

RESOLUTION NO. 2024-182

Seconded by Councillor Humphries

THAT upon recommendation from the TES Committee, Council review the updated Draft Entrance and Drainage Permit Policy, as circulated;

AND FURTHER THAT it be brought forward by By-law in January for consideration to be adopted.

Carried

Moved by Councillor Webster

RESOLUTION NO. 2024-183

Seconded by Councillor Humphries

THAT upon recommendation from the TES Committee, due to the current life expectancy of the Landfill Site, Council eliminate the "Free Landfill Voucher" for residents effective December 31st, 2025;

AND FURTHER THAT Staff and Council provide information and education in 2025 to residents by notices and Open Houses.

Carried

Moved by Councillor Campbell

RESOLUTION NO. 2024-184

Seconded by Councillor Humphries

THAT upon recommendation from the Protective Services Committee, Council add Alex Carmanico, Kaitlyn Curley, and Tyson Harris to the Fire Department roster.

Carried

Moved by Councillor Webster

RESOLUTION NO. 2024-185

Seconded by Councillor Humphries

THAT Council receive the CAO/Clerk's Information Memo for December 17th, 2024.

Carried

14. IN CAMERA (Closed) SESSION – NONE

15. CONFIRMING BY-LAW

Moved by Councillor Campbell

RESOLUTION NO. 2024-186

Seconded by Councillor Webster

THAT Council enact By-law 2024-43– Confirming By-Law.

Carried

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16. ADJOURNMENT

Deputy Mayor Proctor declared the meeting adjourned at 4:51 p.m.

DEPUTY MAYOR Daina Proctor

CAO/CLERK Hope Dillabough



Township of Horton COUNCIL / COMMITTEE REPORT

Title: TES Committee Chair's Report – January 8 th , 2025	Date: January 14, 2024
	Council/Committee: Council
	Author: Nikky Dubeau, Executive Assistant
	Department: TES

RECOMMENDATIONS:

1. THAT Council accept the TES Committee Chair's Report as information.
2. THAT the TES Committee recommend to Council that the gate at the end of Whitton Road be removed in the spring of 2025 to allow public to access the unopened road allowance.
3. THAT the TES Committee recommend to Council to partner with Watersheds Canada and apply for the Intact Insurance Foundation's Municipal Climate Resiliency Grant.

BACKGROUND:

Delegation – Eric Dwayne Cameron – Car Damage on Price Rd

Public Works Manager Adam Knapp reviewed the annual maintenance for Price Road. The committee agreed that no reimbursement be issued due to the signage posted and condition of the road. Mr. Knapp will bring back a report in the spring on whether the maintenance on Price Road should change or stay status quo.

Delegation – Jael & Dustin Linton – Request for Gate Key on Whitton Rd

Public Works Manager Adam Knapp reviewed history of the topic. He added that there should not be a gate there because it is direct contravention of the Municipal Act and the public has the right to use the unopened road allowance. The Committee was in agreeance that come springtime, the gate be removed and allocated to the property owners. The Committee directed stated to ensure proper communication to residents is adhered to.

Delegation – Watersheds Canada – Grant Partnership

Mr. Pye reviewed the purpose of the grant and how the Township could benefit from applying. He presented an overview of the draft application and the vision for a progressive partnership with Horton Township that would include a 2-year initiative to raise awareness with Township residents about the benefits of naturalized properties to protect their land when flooding occurs. This grant partnership may also include the organization's expertise and partnership contributions in the delivery of community workshops, shoreland restoration demonstrations and limited quantities of fully funded native plants and gardening materials. Their goal is to help motivate the community to take voluntary hands-on climate resiliency action on their properties and in the community.

There was committee discussion regarding timeline of the project and correct terminology used to ensure that residents understand that this will not prevent a flood but help maintain their land and property when/if a flood happens. Councillor Webster questioned where the shortfall of the \$30,000 would be funded from

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as he does not want to put this burden on the ratepayers. Mr. Pye clarified that this project is fully funded by the grant so there would be no extra funds required from the Township. The committee requested that the wording be clarified in the application as well. The committee was in agreeance to recommend to Council to partner with Watershed Canada for the Intact Municipal Climate Resiliency Grant.

Attachments:

1. Intact Municipal Climate Resiliency Grant Draft Application

Prepared by: Nikky Dubeau, Executive Assistant

Reviewed by: Hope Dillabough, CAO/Clerk

Reviewed by: Adam Knapp, Public Works Manager

Intact Municipal Climate Resiliency Grants

Due: January 8th - Horton Township Committee Meeting

Due: January 14th - Council

Due: January 31st - Intact

March 25th - Decisions made by Intact

- [Grant Main Page](#)
- [Grant Application](#)
- [Grant Guidelines](#)

Questions

All fields are required unless otherwise noted.

Check your eligibility

Let's make sure you're in the right place. Start by answering these eligibility questions.

Is your organization a

- Municipality
- CRA registered charity
- Indigenous or other public body performing a function of government in Canada. You can check the list of qualified donees on the Government of Canada website.

Please provide your CRA number

863555223RR0001

Does your project align with the granting guidelines of the Municipal Climate Resiliency Grant?

- Yes
- No

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Intact Municipal Climate Resiliency Grants

All fields are required unless otherwise noted.

Contact Information

Please provide details of the primary contact for this request. This person will receive all communication regarding the request.

Pronouns: Ms.

First name: Chloe

Last name: Lajoie

Job title: National Conservation Director

Phone number: 613-264-1244

Extension (if available)

Email: lajoie@watersheds.ca

Please provide a secondary contact you would like us to reach out to if the primary contact is not reachable for questions about this application.

Pronouns: Mr.

First name: Robert

Last name: Pye

Job title: Executive Director

Phone number: 705-313-1700

Extension (if available)

Email: pye@watersheds.ca

Organization Profile

Enter the name of the beneficiary organization or registration number and select from the list provided.

WATERSHEDS CANADA
40 SUNSET BLVD; 115; PERTH
PERTH, ON K7H 2Y4
863555223RR0001

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Do you have a digital platform (website, X, Facebook, Instagram, other)? If so, please include the links.

Organization website: <https://watersheds.ca/>

Facebook page: <https://www.facebook.com/watershedscanada/>

Instagram profile: @watershedscanada

X profile: @WatershedsCAN

Other: <https://www.linkedin.com/company/watershedscanada>

Is your organization registered as having charitable status by the Canada Revenue Agency (CRA)?

- Yes
- No, the organization is a Municipality, Indigenous organization or other public body

Intact Foundation will only consider applications from CRA-registered organizations with audited financial statements or statements prepared by an independent designated accountant. Please attach most recent audited financial statement

- Attached: 2024 Signed Financial Statements.pdf

If your organization is a registered charity, please attach a letter from the municipality/municipalities you are partnered with that provisionally endorses your project and the intention to be involved in the project execution.

- Attached:

Tell us about your organization's mission and describe the services your organization provides (250 words max)

Watersheds Canada is a registered Canadian charity committed to delivering hands-on restoration programming on our lakes, rivers, and shorelines, and educational programs in communities across Canada. For over 20 years, we have worked alongside municipalities, lake associations, property owners and a diversity of local volunteers to lead these protective efforts. Our shoreland restoration work is based on science that supports nature-based solutions in the wake of climate change effects such as flood risks.

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Watersheds Canada is involved in initiatives at the local, provincial and national level. Since 2002, our work has included educational programming and workshops, freshwater stewardship programming like shoreline naturalizations and assessments, and communications grounded in science including natural heritage planning and resource development. Every dollar raised is from donations, grants, and foundation support; we do not receive any annual or core funding. What has always set us apart is our dedication to local communities: we listen to their perspectives and integrate their knowledge as we design, develop, and deliver our programs. This ensures our work is always impactful, resonant, and efficient.

More about our programs and recent achievements can be found at www.watersheds.ca.

Number of part-time employees: 3

Number of full-time employees: 7

Population of the municipality: 3,200

Did an employee from Intact Financial Corporation, any of its subsidiaries or an Intact Insurance Broker refer you to apply? If yes, provide the contact details.

Yes

No

Project Details and Impact

Project or initiative name: Building climate resilient shorelands in Horton Township

Project summary (100 words max)

Watersheds Canada is partnering with Horton Township, as well as Ottawa Riverkeeper, Trees for Life, and Water Rangers, to lead an educational and on-the-ground effort that will build flood resilience and capacity across the municipality. This two-year project will combine knowledge-sharing about the benefits of natural shorelines, with community mobilization by distributing native plant kits to property owners so they can take action on their shorelines. This multi-partner initiative will promote nature-based strategies to address the Township's growing concern around future floods. Over two years, we will reach ~3,200 community members through accessible, science-based information and workshops, and distribute ~100 native plant kits to property owners. Watersheds Canada will rely on its 20+ years of

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successfully naturalizing and restoring shorelines across Eastern Ontario to bolster the Township's emergency preparedness and flood response, while generating measurable, scalable impact that will be shared with Intact and other municipal partners at project-end.

What is the anticipated start and end date of this project?

Start date: 2025-04-30

End date: 2027-03-31

Is this project best described as

- Wildfire Resiliency Project
- Flood Resiliency Project

If your project is flood-related, and the Municipal Flood Risk Check-Up – Intact Centre on Climate Adaptation was completed, please articulate how the project will address the results of the assessment (250 words max.)

Horton Township has completed the Municipal Flood Risk Check Up, which clearly indicates that the Township is at high risk of experiencing flooding and scores low on preparedness. This includes high risk factors such as low lying developed areas with older constructed dwellings, proximity of multiple watercourses to residential areas, as well as social vulnerability of an ageing population. The Township's partnership with Watersheds Canada will bring forward an educational campaign and access to subsidized native plants to help reduce the risk of property loss and, in turn, protect Township assets from the severe effects of flooding. The educational campaign will also encourage much-needed conversations between Township residents, council, and staff on how to work towards preparedness for the next flood occurrence and develop policy to follow. As previously outlined, the Township has over 18 km of shoreline along the Ottawa River, ~10 km along Bonnechere River, both of which have experienced flooding and landslides. With the additional challenge of having 26 km of private roads that are a lifeline for many dwellings along the Ottawa River, and that continue to see development in these low lying areas, the Township needs to identify a comprehensive plan of measures that will offset the threat of future floods. Securing additional funds through the MCRG would be a strong step forward in combining our efforts and protecting communities.

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Describe the problem or challenge this project will address (250 words max)

Horton Township is situated in the Ottawa Valley and is one of 17 Municipalities that make up the County of Renfrew - the largest county in Ontario with ~234 kilometers of the Ottawa River abutting its municipalities. When flooding along the Ottawa River occurs most tributary rivers are also flooded, limiting the County's ability to access and support its municipal partners. According to the Ottawa River Regulation Planning Board, "Significant flooding along the Ottawa River occurred in the 1920s, 1950s, 1970s and more recently in 2017, 2019 and 2023", and that "flooding will occur again." Horton Township experienced severe flooding in 2017, 2019, and 2023 and has over 18 kilometers of frontage along the Ottawa River and ~26 kilometers of private roads, of which a notable portion are essential for accessing river-adjacent dwellings. In 2016, moreover, Horton Township experienced a 10 hectare landslide that slid into the Bonnechere River near Renfrew. The landslide congested the river with trees and debris causing a blockage, which resulted in seven-metre flooding and destroyed local dwellings and infrastructure, including the Renfrew Sewage Plant and Hydroelectric Plant. Dwelling and private roads along the Ottawa River were mainly developed before the establishment of the new high water mark and its inclusion into the Townships building codes. This means that development is prevalent in low lying areas that are now very prone to flooding. Roadways are also privately owned, moreover, meaning the Township has no authority to improve access above the newly established high water mark. These roads often become flooded and impassable long before flooding reaches peak levels. This highlights the opportunity to promote other flood-management strategies, ones that can complement more commonly-used measures such as pumps and sandbags. If we can introduce nature-based measures within the more flood-risk areas of the Township, we can help build greater capacity and resilience at our water's edge.

What solution are you looking to implement through this project and how does it address risk (250 words max)

Watersheds Canada and Horton Township, along with their project partners, have identified an opportunity to create community level awareness around growing flood risks in the municipality, and the benefits that nature-based solutions can offer to high-risk properties. Specifically, we are proposing a two-year project that will focus on 1) an educational campaign (estimated reach of 3,200 landowners and a total of 250,000 impressions) that will raise community awareness of how natural shorelines are an effective measure against flood risks and climate change and 2) to create and organize a plant kit distribution that will enable property owners (an estimated 100) to independently naturalize their shorelines while accessing how-to guidance and expertise through Watersheds Canada. A third objective will

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be to share our project findings and learnings with other neighbouring municipalities.

Naturalized shorelines are becoming a central part of many recommended land stewardship and waterfront development practices. As outlined in Intact's 2023 CSA report, restoring shorelines with native vegetation can help manage river flooding and erosion in a way that provides benefits for both people and nature. Healthy layers of vegetation, including trees, shrubs, ground cover, grasses, flowers, and aquatic plants, enhance climate change resilience, protect shorelines and wildlife, and support ecological processes that are essential to a healthy watershed. Their root systems create reinforcement against erosion, filter run-off, reduce sediment transfer and stabilize the bank; they can reduce flooding, wave and wind energy, and help protect properties from damage. And with riverine flooding projected to increase in the future as a result of climate change on temperatures, weather patterns, precipitation and runoff, there is a growing need for flood risk areas like Horton Township to increase their capacity to respond. We see nature-based solutions as a critical part of this.

Please provide three project objectives and indicate how success will be measured.

Objectives must be S.M.A.R.T

Specific – Project goals should be specific as possible for more effective planning

Measurable – Goals and progress are measurable

Achievable – Objectives are reasonable and accomplished within a certain timeframe

Relevant – Goals align to the MCRG guidelines and your project objectives

Time-Based – Define timelines that determine project priorities

Success measures may be a combination of quantitative measures (e.g. number of people impacted, percentage of homes protected, communities impacted, number of hectares protected, etc.) and qualitative measures (demographic groups involved and/or impacted by the project, impact stories, brand recognition)

Objectives	Success Measures
1. Increase community-level understanding of how nature-based solutions & naturalized shorelines can increase flood resilience in Horton Township	Direct engagement and participation of 3,200 landowners through our knowledge & information products and workshops, with an additional 250,000 online impressions
2. Help protect high risk properties from flood risks by naturalizing shoreline areas and creating vegetated buffers	Successful distribution and use of ~100 native plant kits to high risk properties in the Township.

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<p>3. Complement existing emergency preparedness efforts of Horton Township (i.e. sandbags, planning) through increased naturalized shoreline frontage</p>	<p>Naturalize X# (TBC) of hectares of shoreline areas to increase protective measures across high-risk flood zones in the Township</p>
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Please indicate if you believe this project can be scaled to a community-wide initiative or replicated in another community.

Yes

No

Where will your initiative /project have an impact? Please select the province(s) in which your project will be based and have an impact.

Ontario

Please provide details on where (e.g., municipality(ies), community(ies), region(s), etc.) your initiative will primarily take place.

Our proposed project will take place in Horton Township, which is located in the Ottawa Valley and within the County of Renfrew. The Ottawa River is one of two rivers that run throughout the Township; the second is the Bonnechere River, which stretches into the Township and empties into the Ottawa River. Our project will be focused on high-risk properties throughout the Township's flood zones. The estimated population of Horton Township is 3,200 with ~1,500 dwellings, an estimated 300 of these considered in high-risk flood zones. The total land area is 158.02 km², 63% of which is situated in the Bonnechere River Watershed, and other areas falling within the Ottawa River Watershed. In 2014, the Township experienced the second highest growth rate for new homes in Renfrew County and development and economic growth continues to be a major focus, particularly with recent expansion planning for Hwy 17 and 417.

Horton Township is made up of rolling hills and valleys, agricultural areas, large lakes and waterways, and contains Provincially Significant Wetlands and natural heritage areas, including a 13-hectare regionally significant Earth Science Area of Natural and Scientific Interest. The area also has a history of flooding and landslides, as previously described, and while exact future occurrences of another flood are unknown, Horton Township continues to implement vigilant planning as a result of its proximity to the two rivers. This is of particular concern during snowmelt or heavy rainfall, but also because of its low-lying topographical areas and the growing impacts of climate change. Combined with ongoing development

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across the municipality, there is a timely opportunity to increase the Township's response and resilience to future flooding events, of which nature-based solutions should be a central consideration.

Please describe what demographics group(s) of your community will be impacted and/or involved in the project (max 250 words)?

The latest census (2021) marks the population of Horton Township at 3,182, representing a 10.2% increase from 2016. The majority of residents, 62%, fall between the ages 15-64 years of age, with another 23% being 65+. The vast majority of residents live in the Township year-round in detached single homes, with most households consisting of two persons. The average income is \$42,000 and unemployment as of 2020 stood at 8%, though ~38% of residents are retired. Sales and service occupations, or trades, transport and equipment operations (or similar) are leading sectors, though in 2017, Township respondents identified lack of job opportunities within the municipality as a top challenge (63.3%); other identified social and economic challenges included limited broadband/internet (43.7%), lack of a business section/cluster within the Township (33.5%), as well as protection of the environment (23.3%). As part of our proposed project, Watersheds Canada will be targeting the 3,200 landowners of Horton Township through flood-focused knowledge products and workshops centered on the benefits of keeping shoreline areas natural, and an estimated 100 landowners who live in high-risk flood zones through plant kit distributions. These landowners would be considered at risk given their proximity to the Ottawa and Bonnechere Rivers and living in low-lying flood areas.

Please provide details of any current or potential collaboration opportunities with other charitable organizations and/or the Intact Centre on Climate Adaptation at the University of Waterloo.

Watersheds Canada will be partnering with Horton Township, as well as with Ottawa Riverkeeper, Trees for Life, and Water Rangers. These partners have long-standing relationships throughout Renfrew County and its municipalities.

Ottawa Riverkeeper is a grassroots charitable organization and a leader in keeping the Ottawa river system healthy and clean. The organization is an authority on the threats and challenges facing the river and its communities, and a convener of volunteers, communities, businesses and all levels of government in addressing these. We will be working with Ottawa Riverkeeper in developing and delivering the educational components of our project, leveraging their expertise and insight in our outreach to Township landowners.

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Trees for Life is a national charity that focuses on greening communities through planting trees and shrubs. We will lean on their expertise as part of our Y2 planting efforts and in sourcing native plants and trees for our plant kits.

Water Rangers is a non-profit that inspires community science through water testing kits, collecting water data and helping to ensure the health of our rivers and lakes. As part of our project, they will use an evaluation toolkit to gather qualitative and quantitative data that will calculate the value of our restoration work, including community feedback.

Employees of Intact Financial Corporation and its subsidiaries are keen to be involved providing hands-on labour or skills-based volunteering. Please describe how our employees across Canada can be helpful to your project. Applicants that include volunteering in their project will be given strong consideration.

Our proposed project would welcome the expertise of Intact Financial Corporation teams. We see an opportunity to promote the importance of all protective solutions to flood risks through this project - on our shorelines, through emergency preparedness planning, and through financial preparedness and insurance coverage. This could include having Intact teams speak at our workshops about the importance of ensuring home insurance coverage includes flood costs, or include branded information in our knowledge products. We would also welcome Intact Financial teams to attend our plant distribution day to deliver on 'green thumb' work - helping to carry topsoil, move mulch and unload other plant materials, while engaging with landowners, and municipal and project partners. Beyond this, we see an opportunity for Intact to help us engage and share our project insights and framework with other local municipalities at project-end (i.e. presentations, webinars) so that we can scale our impact and benefit other communities.

Please describe any recognition opportunities for Intact Financial Corporation for this project.

As part of our project, we would propose working with Intact's corporate teams on a recognition opportunity that serves the needs of all of our project partners. This includes at minimum, acknowledging Intact's vital investment in any program materials and mentions, as well as across our social media platforms, which as of November 2024, has a total reach of 2 million impressions. Watersheds Canada also has an expanding contact list of 16,185 community members, lake associations and other supporters and organizations, and our website has had 130,640 engagements in the last year, 46% of which has been through organic searches. We would also welcome the opportunity for on-site brand visibility during,

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Intact Municipal Climate Resiliency Grants

for example, our plant distribution event, which we envision being hosted in partnership with the Township. This would offer an opportunity for Intact Financial Corporation to engage with local residents and Township representatives, as well as our project partners and other sustainability leaders. We welcome ideas that Intact might also have for promoting our shared commitment to creating more resilient communities in Eastern Ontario.

Funding

Have you received previous Municipal Climate Resiliency Grant funding?

- Yes
- No

What is the proposed total budget required for your initiative?

\$195,000 (TBC by submission)

Please attach an overview of the budget.

- Attached:

What is the total amount of your MCRG funding request?

\$195,000 (TBC by submission)

If approved, by what date would you require the funding?

2025-04-30

Do you have other funders committed to this initiative?

- Yes
- No
- N/A

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Intact Municipal Climate Resiliency Grants

If yes,

Organization Name	Amount	Brief description of funding
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Additional rows can be added up to five

To be confirmed

Supporting Documentation

Please attach any additional documentation to support your application. This can include recommendation letters, project budget, Municipal Flood Risk Check-Up – Intact Centre on Climate Adaptation assessment or FireSmart Canada Wildland Fire Hazard assessment for neighbourhoods

- Attach: Letters of support
- Attach: Project budget (included above)
- Attach: Municipal Flood Risk Check-up - Intact Centre on Climate Adaptation assessment
- Attach: Any other supporting documentation (Project Plan)

Review and Submit

Please review your responses, use the navigation links to make changes if required. When you are ready to submit your answers, click the "Submit form" link at the bottom of this page. Once you have clicked submit you will no longer be able to edit or view your responses, so make sure they are complete before you proceed.

What's next?

All projects will be reviewed. We consider each request carefully, so we kindly ask for your patience as we go over the details. Here are the timelines of the review process:

September 9, 2024 – January 31, 2025: Applications accepted

February 2025: Application evaluation and approvals

March 2025: Successful applicants selected and applicants notified of decision

RETURN TO AGENDA

Intact Municipal Climate Resiliency Grants

Terms and Conditions

By submitting this application, I confirm that I have the authority to submit this request and agree to the conditions described below.

(a) All information contained herein is true and accurate to the best of my knowledge;

(b) Should the Intact Foundation agree to provide support for the initiative proposed in this application, I agree to abide by any sponsorship or partnership rules agreed upon with the Intact Foundation

(c) Should Intact Foundation agree to provide support for the initiative proposed in this application, I agree to complete a project evaluation during and/or after the initiative has taken place.

NOTE: If your application is selected, in whole or in part you may be required to submit a follow up report after your project or initiative is completed.

- I have read these Terms and Condition applicable to the Municipal Climate Resiliency Grant Application Form above and understand and agree to all the terms therein.

[Submit form](#)

[RETURN TO AGENDA](#)

Draft Budget - Intact MCRG	Y1	Y2
Salaries (WC Teams)	\$35,000.00	\$35,000.00
Materials (Plants \$500/kit @ 100 kits)	\$0.00	\$50,000.00
Partners: Ottawa Riverkeepers (promotion, education, workshops)	\$5,000.00	\$0.00
Partners: Water Rangers (toolkit)	\$0.00	\$5,000.00
Partners: Trees For Life (plants)	\$0.00	\$10,000.00
Comms (Salaries, Design/Print, workshops)	\$17,000.00	\$5,000.00
Climate Resilience Report Generator	\$0.00	\$2,000.00
Travel/Accommodations (all project partners)	\$3,000.00	\$3,000.00
Evaluation (Monitoring, community engagement, report to funder)	\$4,000.00	\$5,000.00
Admin (including postage, project accounting, use of office IT, supplies, etc)	\$6,000.00	\$10,000.00
Total	\$70,000.00	\$125,000.00
Total for Y1 & Y2		\$195,000.00

RETURN TO AGENDA

Township Of Horton

DECEMBER 2024 BUILDING REPORT

Month	No. of Permits	2024 Value of Permits	2023 Value of Permits	2022 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	1	\$ 15,000	\$ -	\$0	1					78	0
February	2	\$ 365,000	\$ 1,258,600	\$1,635,000	1	1				1,380	0
March	2	\$ 110,000	\$ 663,000	\$1,083,200	1	1				1,472	0
April	15	\$ 2,016,000	\$ 1,865,000	\$879,000	5	1	5		4	13,749	0
May	12	\$ 1,083,500	\$ 614,000	\$1,765,000	4	7	1			9,252	0
June	1	\$ 250,000	\$ 1,802,000	\$2,220,400	1					1,390	0
July	4	\$ 53,000	\$ 4,870,000	\$149,000	2	2			2	1,976	0
August	11	\$ 3,433,000	\$ 550,000	\$641,000	2	2	7		1	13,958	0
September	2	\$ 1,150,000	\$ 1,316,000	\$1,500,000	1		2			4,800	0
October	4	\$ 352,707	\$ 183,000	\$825,000	1	3				1,536	0
November	4	\$ 1,155,000	\$ 910,000	\$0		3	1			6,038	0
December	1	\$ 75,000	\$ -	\$0	1					5,382	0
TOTALS	59	\$ 10,058,207	\$ 14,031,600	\$10,697,600	20	20	16	0	7	61,011	0

RETURN TO AGENDA

Open Planning Files as of January 10, 2025

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
Cayla McNulty	B72/23 B73/23	2	14-Apr-23	14-Apr-23	12-Jul-23	25-Jul-23	Notice of Decision rec'd Dec 12/23 - applicant to complete conditions
Eric & Marion Draper	B76/23 B77/23 B78/23	3	20-Apr-23	20-Apr-23	18-Jul-23	28-Jul-23	Planning Reports rec'd Oct 20/23 B77 Decision rec'd Dec 18/23 OPA passed Apr 30/24
Gary & Karen Carty	B114/23	1	19-Jul-23	19-Jul-23	12-Oct-23	10-Jan-24	Notice of Decision rec'd Apr 29/24 - applicant to complete conditions
Marjorie Doering	B116/23	1	24-Jul-23	24-Jul-23	18-Oct-23	07-Nov-23	Notice of Decision rec'd May 21/24 - applicant to complete conditions
Thomas Cavanagh Construction Ltd	B118/23	1	01-Aug-23	01-Aug-23	18-Oct-23	10-Jan-24	Notice of Decision rec'd Apr 29/24 - applicant to complete conditions
Michael & Shawnalee Enright	B127/23 B128/23 B129/23	3	21-Aug-23	21-Aug-23	26-Oct-23	03-Nov-23	Completed
Derek McGrimmon & Jennifer Sholea	B184/23	1	23-Nov-23	28-Nov-23	04-Jan-24	15-Jan-24	Notice of decision rec'd Apr 2/24 - applicant to complete conditions
Thompson's Septic Pumping	B196/23 B197/23	2	22-Dec-23	22-Dec-23	18-Jan-24	29-Jan-24	Notice of Decision rec'd May 27/24 - applicant to complete conditions
Brian Vander Ploeg & Mireya Morano Aguilar	B12/24 B13/24 B14/24	3	26-Jan-24	26-Jan-24	01-Mar-24	19-Mar-24	Notice of Decision rec'd July 18/24 - applicant to complete conditions
629995 Ontario Inc	B24/24 B25/24	2	12-Feb-24	12-Feb-24	21-Mar-24	26-Apr-24	Notice of Decision rec'd June 20/24 - 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
Welsey Wallace	B61/24	1	21-May-24	21-May-24	16-Jul-24	23-Jul-24	Notice of Decision rec'd Nov 18/24 - 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
William McGahern	B92/24 B93/24 B94/24	3	15-Jul-24	15-Jul-24	16-Sep-24	25-Sep-24	Notice of Decision rec'd Nov 22/24 - applicant to complete conditions

RETURN TO AGENDA

Open Planning Files as of January 10, 2025

25

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	B113/24	1	13-Aug-24	13-Aug-24	10-Oct-24	15-Oct-24	Planning Report rec'd Jan 8/25
Findlay Barr	B115/24	1	19-Aug-24	19-Aug-24	15-Oct-24	30-Oct-24	Planning Report rec'd Dec 17/24
Erika & Adam Martin	B146/24	1	11-Oct-24	11-Oct-24	28-Nov-24	10-Dec-24	Municipal documents sent to Cty

[RETURN TO AGENDA](#)



THE CORPORATION OF THE TOWNSHIP OF HORTON
Memo from the CAO/Clerk as of January 10, 2025.

INFORMATION provided **NOT** included in the
Regular Council meeting package of January 14, 2025.

INFORMATION EMAILED

1. AMO Hotel Booking
2. Calendars

RETURN TO AGENDA

THE CORPORATION OF THE TOWNSHIP OF HORTON

BY-LAW NO. 2025-01

BEING A BY-LAW TO ESTABLISH TEMPORARY BORROWING

WHEREAS Section 406 of the Municipal Act, 2001, as amended, authorizes a municipality to temporarily borrow until taxes are collected and other revenues are received;

WHEREAS the Council of the Township of Horton (the "Corporation") deems it necessary to borrow the sum of Five Hundred Thousand Dollars (\$500,000.00) to meet current expenditures of the Corporation for the year;

BE IT THEREFORE ENACTED as a By-Law of the Corporation as follows:

1. The Mayor or Deputy Mayor and CAO/Clerk or Treasurer are hereby authorized to borrow on behalf of the Corporation from THE TORONTO-DOMINION BANK (the "Bank") from time to time by way of promissory note or bankers' acceptance a sum or sums not exceeding at any one time Five Hundred Thousand Dollars (\$500,000.00) to meet, until the taxes are collected, and other revenues are received, current expenditures of the Corporation for the year 2025.

2. The Mayor or Deputy Mayor and CAO/Clerk or Treasurer are hereby authorized to sign, make or draw on behalf of the Corporation and to furnish to the Bank from time-to-time promissory notes or bankers' acceptances for the sum or sums so borrowed with interest or any other charges at such rates as the Bank may from time to time determine.

3. The Mayor or Deputy Mayor and CAO/Clerk or Treasurer are hereby authorized and directed to furnish to the Bank at the time of each borrowing and at such other times as the Bank may from time to time request, a statement showing the nature and amount of the estimated revenues of the current year not yet collected or where the estimates for the year have not been adopted, a statement showing the nature and the amount of the estimated revenues of the Corporation as set forth in the estimates adopted for the next preceding year and also showing the total of any amounts borrowed in the current year and in any preceding year that have not been repaid.

4. All sums borrowed from the Bank and any interest thereon and any other charges in connection therewith shall, be a charge upon the whole of the revenues of the Corporation for the current year and any preceding years as and when such revenues are received and that the Mayor or Deputy Mayor and CAO/Clerk or Treasurer are hereby authorized to sign on behalf of the Corporation and to furnish to the Bank an Agreement or Agreements of the Corporation charging the said revenues of the Corporation with payment of all sums borrowed from the bank and any interest thereon and any other charges in connection therewith.

5. The Mayor or Deputy Mayor and CAO/Clerk or Treasurer are hereby authorized and directed to apply in payment of all sums borrowed from the Bank, and of any interest thereon and any other charges in connection therewith, all of the money's hereafter collected or received on account or realized in respect of the taxes levied for the current year and for any preceding years and all of the moneys collected or received from any other source.

READ a first and second time this 14th day of January, 2025.

READ a third time and finally passed this 14th day of January, 2025.

DEUPTY MAYOR Daina Proctor

CAO/CLERK Hope Dillabough

RETURN TO AGENDA

CERTIFICATE

I hereby certify that the forgoing is a true copy of By-Law No. 2025-01 of the Corporation of the Township of Horton in the County of Renfrew duly passed at a meeting of the Council of the said Corporation duly held on the 14th day of January 2025 that the said By-Law is under the seal of the Corporation and signed by its proper officers as required by law and that the said By-Law is in full force and effect.

DATED this 14th day of January, 2025.

By: _____
DEPUTY MAYOR Daina Proctor

By: _____
CAO/CLERK Hope Dillabough

SECURITY AGREEMENT MUNICIPALITIES AND SCHOOL BOARDS

To: THE TORONTO-DOMINION, (the “Bank”)

WHEREAS by a By-law passed by the Council of the Corporation of the Township of Horton on the 14th day January 2025, authority was given to the Mayor or Deputy Mayor and CAO/Clerk or Treasurer to borrow from the Bank the sum or sums therein mentioned and this Agreement was authorized.

AND WHEREAS the Corporation desires to borrow the said sum or sums from the Bank.

NOW IT IS HEREBY AGREED by the Corporation that in consideration of the Bank advancing or providing the said sum or sums to the Corporation that all the revenues of the Corporation of whatever nature and kind are hereby charged to and in favour of the Bank, as security for payment of the moneys so advanced or provided by the Bank and any interest thereon and any other charges in connection therewith and the Bank shall have a lien upon all such revenues until the charge hereby and by the said By-law created is satisfied.

The Corporation represents and warrants that the whole or any part or parts of the revenues of the Corporation are not subject to any prior charge, except as disclosed to the Bank in writing.

IN WITNESS WHEREOF the Corporation has caused its corporate seal to be hereunto affixed under the hands of its proper officers as required by law this 14th day of January, 2025.

WITNESS:

By: Sign _____
Title: DEPUTY MAYOR Daina Proctor

Sign _____
Title: CAO/CLERK Hope Dillabough

RETURN TO AGENDA

CORPORATION OF THE TOWNSHIP OF HORTON

BY-LAW NO. 2025-02

BEING A BY-LAW TO PROVIDE FOR AN INTERIM TAX LEVY AND TO PROVIDE FOR THE PAYMENT OF TAXES.

WHEREAS Section 317(1) of The Municipal Act, 2001, provides that the Council of a local municipality, before the adoption of the estimates for the year under Section 290, may pass a by-law levying amounts on the assessment of property in the local municipality rateable for local municipal purposes.

WHEREAS Section 317(3), p.(1) of The Municipal Act, 2001, provides that the amount levied on a property, shall not exceed 50 percent of the total amount of taxes for municipal and school purposes levied on the property for the previous year.

WHEREAS Section 317 (3), p. (3), of The Municipal Act, 2001, provides that for the purposes of calculating the total amount of taxes for 2024, if any taxes for municipal and school purposes were levied on a property for only part of the previous year, because assessment was added to the tax roll during the year, an amount shall be added equal to the additional taxes that would have been levied on the property if the taxes had been levied for the entire year, 2024.

WHEREAS section 317 (9) of The Municipal Act, 2001, provides that if the council of a municipality is of the opinion that the taxes levied under subsection (1) on a property are too high or too low in relation to its estimate of the total taxes that will be levied on the property, the council may adjust the taxes on the property to the extent it considers appropriate.

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

1. **THAT** an effective tax rate, for each property class, amounting approximately to 50 per cent of the 2024 tax levied for Upper-Tier, Lower-Tier and Education purposes, be applied against the whole of the 2024 assessment for real property in all classes to generate an interim tax levy.
2. **THAT** the said interim tax levy shall become due and payable in two instalments due on the 28th day of February, 2025 and the 30th day of May, 2025.
3. **THAT** on all taxes of the interim levy, which are in default on the first day after the due date, a 1.25 per cent penalty shall be added and thereafter a penalty of 1.25 per cent per month will be added on the 1st day of each and every month the default continues, until December 31st, 2025.
4. **THAT** the collector is hereby authorized to mail or cause the same to be mailed to the residence or place of business of such person indicated on the last revised assessment roll, a written or printed notice specifying the amount of taxes payable.
5. **THAT** taxes are payable at the Township of Horton Municipal Office, 2253 Johnston Rd., RENFREW, ON K7V 3Z8.
6. **THAT** the Collector and/or Treasurer are hereby empowered to accept part payment from time to time on account of any taxes due.
7. **THAT** this By-Law shall come into force and take effect immediately upon the passing thereof.

READ a first and second time this 14th day of January, 2025.

READ a third time and finally passed this 14th day of January, 2025.

DEPUTY MAYOR Daina Proctor

CAO/CLERK Hope Dillabough

RETURN TO AGENDA

THE CORPORATION OF THE TOWNSHIP OF HORTON**BY-LAW NO. 2025-03****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 or 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 Kluge and Jennifer Stewart be appointed valuers of livestock and poultry for the Corporation.
2. The remuneration shall be set by Council plus travel expenses as determined by Council policy.
3. This by-law shall take effect January 1st, 2025.
4. By-law No. 2024-03 is hereby repealed.

READ a First and Second Time this 14th day of January 2025.

READ a Third Time and Passed this 14th day of January 2025.

DEPUTY MAYOR Daina Proctor

CAO/CLERK Hope Dillabough

RETURN TO AGENDA

THE CORPORATION OF THE TOWNSHIP OF HORTON

BY-LAW NO. 2025-04

BEING A BY-LAW TO APPOINT MEMBERS TO THE COMMITTEE OF ADJUSTMENT

WHEREAS under Section 44(1) of the Planning Act, 1990, R.S.O., Chapter P. 13, as amended, the Council of the Municipality may appoint a Committee of Adjustment for the Municipality; and

WHEREAS the composition and terms of the office of the members of the Committee of Adjustment are defined in Section 44 of The Planning Act;

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

1. The following persons shall be appointed to the Township of Horton Committee of Adjustment for the term of office indicated:

<u>Name</u>	<u>Term of Office Expires</u>
Glen Campbell, Chair	December 31 st , 2025
David M. Bennett, Mayor	December 31 st , 2025
Daina Proctor, Deputy Mayor	December 31 st , 2025
Doug Humphries, Councillor	December 31 st , 2025
Tom Webster, Councillor	December 31 st , 2025

2. That a Quorum for this Committee shall consist of any three of the above members.
3. That the Secretary/Treasurer for this Committee shall be Hope Dillabough, CAO/Clerk.
4. By-law No. 2024-04 is hereby repealed effective January 1, 2025.

This by-law shall come into force and take effect upon the day of final passing thereof.

READ a First and Second time this 14th day of January, 2025.

READ a Third Time and Passed this 14th day of January, 2025.

DEPUTY MAYOR Daina Proctor

CAO/CLERK Hope Dillabough

RETURN TO AGENDA

THE CORPORATION OF THE TOWNSHIP OF HORTON

BY-LAW NO. 2025-05

BEING A BY-LAW TO REGULATE THE CONSTRUCTION OR ALTERATION OF ANY ENTRANCEWAYS, PRIVATE ROADS OR ACCESS.

Whereas herein after referred to as an “entrance(s)” or culverts, drainage pipe, municipal ditch line or municipal storm sewer component, head walls, and other erosion protection systems herein after referred to as a “drainage system(s)” to within the Townships Road Network and easements.

WHEREAS Section 35 of the Municipal Act, 2001 S.O. 2001, c.35 permits a municipality to pass by-laws removing or restricting the common law right of passage by the public over a highway and the common law right of access to the highway by an owner of land abutting a highway;

AND WHEREAS the Council of the Corporation of the Township of Horton deems it necessary and desirable to regulate the construction or alteration of any entrance(s), or drainage system(s) to the Township’s Road network and easements and to provide for the issuing of permits related thereto;

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

1. DISCLOSURE

No person shall construct entrance(s) or drainage system(s) within the Township’s Road network or easements for any purpose without first obtaining a permit from the Township. Temporary entrance(s) or drainage system(s) may be installed but shall be subjected to the fees and terms listed herein. The responsibility and cost of constructing or altering all entrances or drainage systems outside of the Townships planned Capital Rehabilitation Plan and maintenance operations shall be the responsibility of the owner of the subject property, or the applicant. The Township shall only assume the cost to construct, alter, replace, or maintain entrances or drainage systems in compliance with the applicable maintenance standards and acts or as listed under the “maintenance of entrances” terms listed herein.

2. APPLICATION PROCESS

All requests for constructing entrances or drainage systems, or alterations to existing entrances or drainage systems shall be forwarded to the Townships Public Works Department. Permit applications shall be reviewed for compliance and may include a site meeting with the applicant to review conditions in the field. Once the entrance and drainage permit application has been reviewed the entrance and drainage permit may be approved or rejected at the sole discretion of the Public Works Manager.

3. CIVIC ADDRESS NUMBER FEE

The Civic Address Number Fee will be as defined in the most current version of the Township’s User Fees and Charges by law. This fee shall be paid to the Township prior to the issuance of the permit.

4. PERMIT FEE

The Permit Fee will be as defined in the most current version of the Township's User Fees and Charges By-law. This fee shall be paid to the Township prior to the issuance of the permit. This fee shall apply to all construction or alterations and will be subject to review and revision by the Township Council as they deem appropriate.

5. SECURITY DEPOSIT FEE

The Security Deposit Fee will be as defined in the most current version of the Township's User Fees and Charges By-law. The security deposit fee indicated on the entrance and drainage permit shall be applied to all applications for entrances or drainage systems and will be retained until the entrance(s) or drainage system(s) construction or alteration is complete, has been inspected by the Public Works Department and is approved for release by the Public Works Manager. Deposit fees shall be paid to the Township prior to the issuance of the permit. The security deposit fees may be utilized to recover costs associated with procuring required signage and components. The security deposit fee shall not be utilized for engineering studies. The applicant shall be responsible for notifying the Township that the work has been completed. If the entrance(s) or drainage system(s) are not completed accordingly the applicant shall either correct the issues to the approval of Public Works Manager or forfeit the deposit amounts entirely which shall be used to bring the entrance(s) or drainage system(s) to an acceptable standard. If the deposit amount is not sufficient to correct the issues the deposited funds shall be used to remove the deficient entrance(s) or drainage system(s).

6. MAINTENANCE OF ENTRANCES AND DRAINAGE SYSTEMS

Excluding alterations to existing Municipal assets and property an entrance or drainage system installed under the terms herein shall be the property of the property owner upon acceptance of the work and all subsequent maintenance, repairs, alterations, etc. shall be the responsibility of the property owner. If the owner of the entrance or drainage system refuses to maintain or replace their assets, the Municipality will do the work at the expense of the owner. The Municipality will send an invoice to the owner to recover the costs.

The Municipality may maintain entrance culverts and drainage systems at no cost to the owner for the following reasons:

- Flow restriction needs to be cleaned out or steamed, due to ice buildup, in order to maintain Township assets.
- Sediment and debris build up in existing Township ditches and drainage systems causing flow to be restricted.
- Damage to the culvert itself by Township maintenance or construction
- The entrance or drainage system needs to be replaced as part of a planned capital reconstruction project and is beneficial to maintain the lifecycle of Townships assets.
- Township altering or constructing ditches resulting in culvert elevations needing to be adjusted or culverts needing installation where previously not required.

These issues will be determined in the field on an individual basis by the Township.

7. PROVISIONS AND STANDARDS

All drainage systems and entrances constructed or altered shall be installed to the following minimum standards unless otherwise determined by the Public Works Manager.

- All entrances and drainage systems shall be constructed or altered in compliance with the most current version of the applicable Ontario Provincial Standards for Roads and Public Works (OPS), The Environmental Protection Act, The Drainage Act of Ontario and industry best practices. OPS are available at: <https://www.library.mto.gov.on.ca/>
- No temporary entrance shall be in place for more than 180 calendar days from the date of application and must be removed and the area restored to its original condition by October 31st of the year of application.
- Drainage system alterations may require a drainage impact assessment to be completed by a licensed engineer if the proposed alteration will significantly impact flow rates within the drainage system. The cost for the drainage assessment shall be the responsibility of the applicant.
- All entrances shall be designed, constructed, and maintained by the owner(s) in such a manner as to prevent the discharge of water from the entrance way or private property onto the travelled portion of the road.
- Entrances shall be a minimum of 7 meters wide and a maximum of 20 meters wide.
- All entrances requiring a culvert shall have a new CSA approved culvert installed with minimum dimensions of 0.4 m (16") wide x 10m (33') length.
- No intake culvert or drainage system shall be installed that is smaller in diameter and flow rate capacity than those that are upstream of the entrance or drainage system unless the applicant can provide technical data to support that the flow rate capacity is equivalent to the upstream outlet(s).
- Entrances shall be installed to have a clear line of sight that conforms with the minimum stopping distance in relation to the posted road speed limit as displayed below:

Posted Speed Limit	Stopping Sight Distances	Stopping Sight Distances
50 Km/h or less	70	60
60 Km/h	95	80
70 Km/h	115	95
80 Km/h	155	125
All measurements are in meters		

- Entrances with stopping sight distances greater than or equal to column A distances shall not require signage or engineering studies.
- Entrances with stopping sight distances between column A and column B distances may require warning signs to be installed in both directions. The cost of purchasing the warning signs shall be the responsibility of the applicant. The Township shall procure the signage and components then bill the applicant on a cost recovery basis. No charges shall be applied for the labor to install the signage.
- Entrances with stopping sight distances less than column B distances, and /or access roadways with more than a 9% downgrade, and / or entrances that may have thirty (30) vehicles or more per day may require an engineering study to confirm the entrance is safe. Vehicular traffic shall be calculated at 5 vehicles a day per property that utilizes the entrance. The cost for the engineering study shall be the responsibility of the applicant.
- Commercial entrances must submit a detailed site plan for approval of Council prior to submitting an entrance permit.
- The decision to request warning signage or conduct engineering studies/assessments shall be at the sole discretion of the Public Works Manager.

- Entrances constructed within 60 meters of an intersection shall be installed as far from the intersection as possible and shall access the lowest traffic volume roadway that is accessible.
- Entrances constructed near a controlled intersection requiring vehicular traffic to always come to a complete stop on the accessed roadway shall only be required to attain the stopping sight distances on the lane that is not controlled.
- Entrances constructed near a termination (dead end) of the roadway on the accessed roadway shall only be required to attain the stopping sight distances on the lane that does not terminate.
- The decision to approve or reject an application to construct or alter an entrance or drainage system shall be at the sole discretion of the Public Work Manager.
- Permit fee refunds shall not be issued under any circumstances.

8. PENALTIES

Every person who constructs or alters an unpermitted entrance(s) or drainage system(s) shall upon conviction be liable to a fine multiplied per entrance or drainage system of:

- not less than \$500.00 and not more than \$1,000.00 for a first offence,
- not less than \$1,000.00 and not more than \$2,000.00 for a second or succeeding offence.

Every person who discharges water onto the road network ,or piles snow, material, or debris within the Townships road network or easements in such a manner that restricts water flow to a culvert or drainage system, restricts or lessens line of sight and the safety of the public, or damages Township infrastructure through the act of snow removal, or piling snow, material, or debris shall upon conviction be liable to a fine of:

- not less than \$500.00 and not more than \$1,000.00 for a first offence,
- not less than \$1,000.00 and not more than \$2,000.00 for a second or succeeding offence.

Any person who contravenes any of the provisions or part of this By-law is guilty of an offence and shall, upon conviction, therefore, be liable to penalties as stated above and provided under the Provincial Offences Act. Such a penalty shall be recoverable pursuant to the provisions of the Provincial Offences Act, R.S.O. 1990.

9. OTHER PROVISIONS

By law 2011-37 shall be repealed in its entirety.

This by-law shall come into force and effect on the final passing thereof.

Read a First and Second Time this 14th day of January, 2025.

Read a Third Time and Passed this 14th day of January, 2025.

DEPUTY MAYOR Daina Proctor

CAO/CLERK Hope Dillabough

RETURN TO AGENDA



ENTRANCE AND DRAINAGE PERMIT

TOWNSHIP OF HORTON
By-Law Number 2025-05 Schedule "A"

PERMIT No. _____

FOR STAFF USE ONLY

NAME: _____

STATUS:

Owner Developer Contractor Other (specify) _____

ADDRESS: _____

POSTAL CODE: _____

TELEPHONE:

Home: _____ Other: _____

PROPERTY LOCATION

ROAD NAME: _____

TYPE OF ROAD:

Township County Private

LOT NO.: _____

CONCESSION NO.: _____

ROLL NO.: _____

4746 000

SEVERANCE:

Is this a new SEVERANCE? Yes No

ENTRANCE TYPE:

Residential Commercial Farm Other (specify) _____

APPLICATION DETAILS

ENTRANCE 911 DRAINAGE SYSTEM

Entrance: Existing (already in place) NOT Existing

Lat/North: _____

MARKED BY STAKE OR RIBBON (if not existing): Yes No

Long/East: _____

Alteration of existing entrance or drainage system

Specify: _____

911 SIGN: Required NOT Required

TYPE: New Pin & Sign Replacement Sign

POST REQUIRED: Yes No

ADDITIONAL: Is an additional COMBINATION Pin required (e.g. 204 A & B) Yes No

FIELD OR OFFICE USE ONLY BELOW

CULVERT SIZE: Minimum 10 m x 400 mm Other (specify) _____

Lat/North: _____

DITCHING: Required NOT Required

Long/East: _____

LENGTH OF DITCHING: UPSTREAM _____ m DOWNSTREAM: _____ m

(Select method A, B or C)

Side of Road Entrance is Located North South East West

Sequence of Pins on the same side of Road as Entrance Located Even #'s Odd #'s

A House # BEFORE: _____ m BEFORE: _____ m

Is house on same side of road as entrance: Yes No

B House # AFTER: _____ m AFTER: _____ m

Is house on same side of road as entrance: Yes No

C Intersection NAME: _____ Distance from INTERSECTION: _____

PIN Number: _____

COMBINATION Number: _____

PERMIT ACCEPTED SIGNAGE REQUIRED ENGINEERING REQUIRED PERMIT REJECTED

ITEM	FEE	RECEIVED
CIVIC ADDRESS NO.:	\$ 75.00	<input type="checkbox"/> Yes <input type="checkbox"/> No
PERMIT:	\$ 150.00	<input type="checkbox"/> Yes <input type="checkbox"/> No
SECURITY DEPOSIT:	\$ 1,100	<input type="checkbox"/> Yes <input type="checkbox"/> No

PAYMENT TYPE
CASH CHEQUE DEBIT

Security deposit will be returned upon completion of construction or alteration and approval of the work by the Public Works Department


DATE

INSPECTED BY: _____ 911 CALCULATED BY: _____

INSPECTION DATE: _____ DEPOSIT RELEASE DATE: _____

REASON FOR REJECTION: _____

SKETCH

EXAMPLE:			
5133 Road "A" <input type="checkbox"/>	Road A	<input type="checkbox"/> New House <u>Entrance</u>	
		<u>Entrance</u> <input type="checkbox"/> 5174 Road "A"	

I confirm the accuracy of the information provided within this application

Applicants Name: _____

Signature : _____

DETAILS

THE CORPORATION OF THE TOWNSHIP OF HORTON

BY-LAW NO. 2025-06

BEING A BY-LAW TO ADOPT SECTION COUNCIL-04 OF THE TOWNSHIP'S CORPORATE POLICIES

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

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

AND WHEREAS Council desires to adopt a fully reviewed Section Council-04 of the Corporate Policies;

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

1. **THAT** the Council of the Corporation of the Township of Horton adopt Section Council-04 of the Township of Horton's Corporate Policies hereto attached as Appendix "A".
2. **THAT** this By-Law shall come into force and take effect immediately upon the passing thereof.
3. **THAT** this By-law shall not be interpreted to contradict or violate any statute or regulation of the Province of Ontario.
4. **BE IT FURTHER ENACTED**, that all By-Laws or parts thereof, and all or any Resolutions of Council contrary thereto, or inconsistent herewith, be and the same are hereby repealed.

READ a first and second time this 14th day of January, 2025.

READ a third time and passed this 14th day of January, 2025.

DEPUTY MAYOR Daina Proctor

CAO/CLERK Hope Dillabough

RETURN TO AGENDA

The Township of Horton Policy and Procedures			
SECTION: COUNCIL			POLICY #: Council-04
POLICY: Leave of Absence			
DATE: December 2024	REV. DATE:	COVERAGE: Council	PAGE #: 1 of 3

POLICY STATEMENT:

The Municipal Act, 2001 restricts the number of successive months from which a Member of Council can be absent, unless the absence is authorized by a resolution of Council in conjunction with the guidelines of this policy. The Township of Horton supports Members of Council who require time away from their duties for personal, health, family, or professional reasons. The aim is to ensure continuity of municipal governance while respecting the needs of individual Members of Council.

DEFINITIONS:

“CAO/Clerk” shall mean the CAO/Clerk of the Township of Horton.

“Council” shall mean the elected body of the Corporation of the Township of Horton.

“Leave of Absence” shall mean a formal period during which a Member of Council is excused from their duties.

“Member” shall mean the Mayor, Deputy Mayor or a Councillor of the Corporation of the Township of Horton.

“Township” shall mean the Corporation of the Township of Horton.

PROCEDURE:

1. Eligibility for Leave of Absence

Township of Horton Council supports a Member of Council’s right for a Leave of Absence if they are unable to perform their duties due to:

- Personal illness or injury;
- Family or caregiving responsibilities;
- Personal or professional reasons (ex: educational leave, travel etc.)
- Other valid reasons, as determined by Council.

The length of the Leave of Absence and the conditions under which it is granted will vary depending on the reason for the Leave of Absence.

The Township of Horton Policy and Procedures			
SECTION: COUNCIL		POLICY #: Council-04	
POLICY: Leave of Absence			
DATE: December 2024	REV. DATE:	COVERAGE: Council	PAGE #: 2 of 3

2. Application Process:

2.1 Written Request and Notice

Members of Council seeking a Leave of Absence shall notify the CAO/Clerk's Office in a formal written request at least two weeks before the requested leave date (or as soon as practicable in emergencies). This must include the reason for the request, the start and end dates, and any relevant supporting documentation (ex. Medical certificates, family care requirements etc.).

2.2 Approval Process

The CAO/Clerk will provide Council with the request which must be approved by Resolution in an open meeting of Council. The decision will be recorded in the Minutes. Any specific details and reason of the request shall remain confidential to the CAO/Clerk and Council for the purpose of protection of privacy. These details shall not be provided to the public.

3. Duties During Leave:

3.1 A Member of Council who takes an approved Leave of Absence is not required to attend Council Meetings, Committee Meetings or the Meetings of other Bodies to which they are appointed by Council or to undertake other duties as required by the *Municipal Act, 2001*.

3.2 Members shall not participate in votes, and/or represent Council unless they are able to return to their duties.

3.3 If the Member of Council holds any Committee Appointments, Board assignments or representative duties, they may be temporarily replaced, subject to Council approval.

4. Extensions and Returns:

4.1 Requests for extended Leaves of Absence shall follow the same process as the original request and shall be submitted prior to the expiration of the existing approved Leave of Absence.

RETURN TO AGENDA

The Township of Horton Policy and Procedures			
SECTION: COUNCIL		POLICY #: Council-04	
POLICY: Leave of Absence			
DATE: December 2024	REV. DATE:	COVERAGE: Council	PAGE #: 3 of 3

4.2 A Member of Council who has an approved Leave of Absence that wishes to return earlier than the approved end date shall notify the CAO/Clerk in writing of their intent to resume duties prior to resuming duties, five (5) business days before their anticipated return.

4.3 Upon return, the Member of Council is reinstated to their previous role and responsibilities, unless otherwise decided by Council or governed by the Municipal Act, 2001.

5. Failure to Return

5.1 If a member fails to attend, in person or by any other means permitted under the Municipal Act, 2001 Council meeting's 3 successive months immediately after the expiration of the Member's Leave of Absence, Council may declare the Member's seat vacant on account of such absence subject to and in accordance with the provisions of the Municipal Act, 2001.

6. Compensation During Leave

6.1 Members of Council shall continue to receive their salary during an approved Leave of Absence.

7. Monitoring and Compliance

7.1 The CAO/Clerk shall maintain records of all Leave of Absence requests and ensure compliance with this policy and the Municipal Act.

EXCLUSIONS:

This Policy does not apply to Township Staff, or Public Advisory Members of Committees.

THE CORPORATION OF THE TOWNSHIP OF HORTON

BY-LAW NO. 2025-07

Being a by-law to authorize an Agreement between

HIS MAJESTY THE KING IN RIGHT OF ONTARIO
as represented by the Minister of Solicitor General, Office of the Fire Marshal

AND

THE CORPORATION OF THE TOWNSHIP OF HORTON

WHEREAS Council wishes to enter into an Agreement with His Majesty the King in Right of Ontario as represented by the Minister of Solicitor General, Office of the Fire Marshal for the Province of Ontario;

AND WHEREAS the Township of Horton had applied to the Fire Protection Grant for funding to assist the Township in carrying out firefighter health and safety and the Province wishes to provide funding for the project;

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

1. That the Mayor or Deputy Mayor and CAO/Clerk be authorized to execute the Transfer Payment Agreement attached hereto as Schedule "A" and forming a part of this by-law with His Majesty the King in Right of Ontario as represented by the Minister of Solicitor General, Office of the Fire Marshal for the Province of Ontario.
2. That this by-law shall come into effect upon the passing thereof.

Read a First and Second Time this 14th day of January, 2025.

Read a Third Time and Passed this 14th day of January, 2025.

DEPUTY MAYOR Daina Proctor

CAO/CLERK Hope Dillabough

RETURN TO AGENDA

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the

BETWEEN:

**His Majesty the King in right of Ontario
as represented by the enter the full legal title of the Minister**

(the “**Province**”)

- and -

(the “**Recipient**”)

CONSIDERATION

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

1.0 ENTIRE AGREEMENT

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

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

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

2.0 CONFLICT OR INCONSISTENCY

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

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule “A”; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule “A”, the Additional Provisions will prevail over the provisions in Schedule “A” to the extent of the inconsistency.

3.0 COUNTERPARTS

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

4.0 AMENDING THE AGREEMENT

4.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

5.0 ACKNOWLEDGEMENT

5.1 The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) His Majesty the King in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:

- (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project;
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act; and
- (f) the Province is bound by the *Financial Administration Act* (Ontario) (“FAA”) and, pursuant to subsection 11.3(2) of the FAA, payment by the Province of Funds under the Agreement will be subject to,
- (i) an appropriation, as that term is defined in subsection 1(1) of the FAA, to which that payment can be charged being available in the Funding Year in which the payment becomes due; or
 - (ii) the payment having been charged to an appropriation for a previous fiscal year.

SIGNATURE PAGE FOLLOWS

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

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO
as represented by the Office of the Fire Marshal**

Date

Name: Carrie Clarke

Title: Deputy Fire Marshal

Date

Name:

Title:

I have authority to bind the Recipient

Date

Name:

Title:

I have authority to bind the Recipient

**SCHEDULE “A”
GENERAL TERMS AND CONDITIONS**

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

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

“**Additional Provisions**” means the terms and conditions set out in Schedule “B”.

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

“**Budget**” means the budget attached to the Agreement as Schedule “D”.

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

“**Effective Date**” means the date set out at the top of the Agreement.

“**Event of Default**” has the meaning ascribed to it in section A12.1.

“**Expiry Date**” means the expiry date set out in Schedule “B”.

“**Funding Year**” means:

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

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

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

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

“Maximum Funds” means the maximum set out in Schedule “B”.

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

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A12.3(b), and includes any such period or periods of time by which the Province extends that time pursuant to section A12.4.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

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

“Project” means the undertaking described in Schedule “C”.

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

“Reports” means the reports described in Schedule “F”.

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

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

- (a) the full power and capacity to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

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

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;

- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

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

A3.0 TERM OF THE AGREEMENT

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

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient with Funds up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule “E”; and
- (c) deposit the Funds into an account the Recipient designates provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

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

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof required pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project; and
- (c) the Province may adjust the amount of Funds it provides to the Recipient for any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.2.

- A4.3 **Use of Funds and Carry Out the Project.** The Recipient will do all of the following:
- (a) carry out the Project in accordance with the Agreement;
 - (b) use the Funds only for the purpose of carrying out the Project;
 - (c) spend the Funds only in accordance with the Budget;
 - (d) not use the Funds to cover any cost that has been or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.
 - (e) not use funds to cover any cost that has or will be funded by the recipients regular operating or capital budget.
- A4.4 **Interest-Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution.
- A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may do either or both of the following:
- (a) deduct an amount equal to the interest from any further instalments of Funds;
 - (b) demand from the Recipient the payment of an amount equal to the interest.
- A4.6 **Rebates, Credits, and Refunds.** The Province will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.
- A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS**
- A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that promotes the best value for money.
- A5.2 **Disposal.** The Recipient will not, without the Province's prior consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as set out in Schedule "B" at the time of purchase.

A6.0 CONFLICT OF INTEREST

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

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

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

- (a) the Recipient:
 - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and
 - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province provides its consent to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 Province Includes. For the purposes of sections A7.4, A7.5 and A7.6, "Province" includes any auditor or representative the Province may identify.

A7.2 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address set out in Schedule "B" :
 - (i) all Reports in accordance with the timelines and content requirements set out in Schedule "F";
 - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time;

- (b) ensure that all Reports and other reports are:
 - (i) completed to the satisfaction of the Province; and
 - (ii) signed by an authorized signing officer of the Recipient.

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

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

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

- (a) the truth of any of the Recipient's representations and warranties;
- (b) the progress of the Project;
- (c) the Recipient's allocation and expenditure of the Funds.

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

- (a) inspect and copy any records and documents referred to in section A7.3;
- (b) remove any copies the Province makes pursuant to section A7.5(a).

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

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

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

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

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

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

A8.0 COMMUNICATIONS REQUIREMENTS

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

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

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

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

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

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

A9.0 INDEMNITY

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

A10.0 INSURANCE

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

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient’s obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) at least 30 days’ written notice of cancellation.

A10.2 **Proof of Insurance.** The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage required by section A10.1; or
 - (ii) other proof that confirms the insurance coverage required by section A10.1; and
- (b) in the event of a Proceeding, and upon the Province’s request, the Recipient will provide to the Province a copy of any of the Recipient’s insurance policies that relate to the Project or otherwise to the Agreement, or both.

A11.0 TERMINATION ON NOTICE

A11.1 **Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving 30 days’ Notice to the Recipient.

A11.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

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

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

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with section A7.2, Reports or such other reports as the Province may have requested pursuant to section A7.2(a)(ii);
- (b) the Recipient's operations, its financial condition, its organizational structure or its control changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver;
- (d) the Recipient ceases to operate.

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

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient the payment of an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) upon giving Notice to the Recipient, terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province.

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

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

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

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

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

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

A13.0 FUNDS AT THE END OF A FUNDING YEAR

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

- (a) **demand from the Recipient payment of the unspent Funds;**
- (b) **adjust the amount of any further instalments of Funds accordingly.**

A14.0 FUNDS UPON EXPIRY

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

A15.0 DEBT DUE AND PAYMENT

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

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay to the Province an amount equal to the excess Funds.

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

- (a) the Province demands from the Recipient the payment of any Funds, an

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amount equal to any Funds or any other amounts owing under the Agreement; or

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

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

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

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

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

A16.0 NOTICE

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

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery, courier or fax; and
- (c) addressed to the Province or the Recipient as set out in Schedule “B”, or as either Party later designates to the other by Notice.

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

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of fax, one Business Day after the Notice is delivered; and
- (c) in the case of email, personal delivery or courier on the date on which the Notice is delivered.

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

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery, courier or fax.

A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

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

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province may have attached to the consent.

A18.0 SEVERABILITY OF PROVISIONS

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

A19.0 WAIVER

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

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

A20.0 INDEPENDENT PARTIES

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

A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS

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

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

- (a) the Recipient's heirs, executors, administrators, successors, and permitted assigns; and
- (b) the successors to His Majesty the King in right of Ontario.

A22.0 GOVERNING LAW

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

A23.0 FURTHER ASSURANCES

A23.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and
- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A24.0 JOINT AND SEVERAL LIABILITY

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

A25.0 RIGHTS AND REMEDIES CUMULATIVE

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

A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A26.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with His Majesty the King in right of Ontario or one of Her agencies (a “Failure”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

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

A27.0 SURVIVAL

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

END OF GENERAL TERMS AND CONDITIONS

SCHEDULE “B”
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$
Expiry Date	March 31, 2025
Amount for the purposes of section A5.2 (Disposal) of Schedule “A”	\$ 5,000.00
Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the Province	<p>Name: Program Development & Analytics Unit, Office of the Fire Marshal, Public Safety Division Ministry of the Solicitor General</p> <p>Attention: Katrina Nedeljkovich, Operations Manager</p> <p>Address: 2284 Nursery Road, Midhurst, ON, L0L 1N0</p> <p>Phone: 705-305-4595</p> <p>Email: Katrina.nedeljkovich@Ontario.ca / OFMGrants@Ontario.ca</p>
Contact information for the purposes of Notice to the Recipient	<p>Position:</p> <p>Address:</p> <p>Fax:</p> <p>Email:</p>
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	<p>Position:</p> <p>Address:</p> <p>Fax:</p> <p>Email:</p>

Additional Provisions:

None

SCHEDULE “C” PROJECT

The Ministry of the Solicitor General, Office of the Fire Marshal received Treasury Board (TB) approval for \$30.0M grant over 3 years in funding to support the municipal fire service in acquiring critical equipment and other needs (health and safety, minor infrastructure and specialized tools) to improve and enhance the level of fire protection service being provided. These approved funds are provided through what is known as the Fire Protection Grant.

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

The Ministry has identified four categories of eligibility:

- Cancer Prevention – Equipment (such as exhaust extraction systems in the fire station or washing machines for firefighting gear to remove contaminants, etc.)
- Cancer Prevention - Personal Protective Equipment (such as facepieces, balaclavas, etc.)
- Cancer Prevention – Minor Infrastructure (such as showers in the fire station, etc.)
- Technology – Minor Infrastructure (such as bringing internet to fire stations that do not currently have access to improve connectivity and training opportunities, etc.)

The grant application window opened on July 23, 2024 and closed September 5, 2024.

SCHEDULE "D"
BUDGET

Funding will be provided to the
upon execution of this Agreement.

Funding will be provided to the
explicitly for the purchase of one, or a combination of, the items prescribed within the
listed summary in Schedule "C". Copies of all invoices and receipts for said items will
be provided to the Office of The Fire Marshal as part of the Report Back described in
Schedule "F" that forms part of this agreement.

The funds must be committed to the project as approved by March 31st, 2025.
Subsequently, the funds must be spent by the municipality by the end of Provincial
Financial Quarter Three (Q3) (December 31, 2025).

SCHEDULE “E” PAYMENT PLAN

E.1 MAXIMUM FUNDS

The Maximum Funds to be provided by the Province to the Recipient under this Agreement is set out in Schedule “B”.

E.2 PAYMENT SCHEDULE

The Funds will be provided to the Recipient for the Funding Year subject to the Agreement having been signed by the Province.

**SCHEDULE "F"
REPORTS**

As a condition of the Fire Protection Grant, a report back to the Office of the Fire Marshal must be received by the end of Provincial Financial Quarter, Q3, to outline how the grant was utilized and the benefit(s) seen at the department level.

As part of the report back the municipality will provide copies of all invoices and receipts for the items purchased for the approved project(s) as noted in Schedule C.

CORPORATION OF THE TOWNSHIP OF HORTON

BY-LAW NO. 2025-08

A BY-LAW TO CONFIRM PROCEEDINGS OF THE COUNCIL OF THE TOWNSHIP OF HORTON AT THE REGULAR COUNCIL MEETING HELD JANUARY 14TH, 2025

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 14th day of January, 2025 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 14th day of January, 2025.

READ a third time and passed this 14th day of January, 2025.

DEPUTY MAYOR Daina Proctor

CAO/CLERK Hope Dillabough

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