



**THE CORPORATION OF THE TOWNSHIP OF HORTON
COUNCIL MEETING – OCTOBER 5TH, 2021 – 4:00 P.M.
VIA ZOOM**

[Click here to go to Horton's YouTube Page](#)

NOTE: This meeting will be sparsely attended, due to social distancing protocols that have been recommended by the federal and provincial governments. Members of Council and Staff will call in to the meeting and take part via video conference. Members of the Public, Media and other staff are requested not to attend. However, the meeting will be recorded with a replay stored on the Township's website for future viewing. Please contact the CAO/Clerk if you have any questions or require additional information.

1. CALL TO ORDER & ROLL CALL

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 September 21st, 2021 – Regular Council

PG.3

6.2 September 21st, 2021 – Public Meeting

PG.7

7. BUSINESS ARISING FROM MINUTES

8. COMMITTEE REPORTS:

8.1 PLANNING COMMITTEE

▪ **CHAIR CLEROUX**

8.1.1 Site Plan Agreement – Ron & Sherri Cobus – 43B
Garden of Eden Rd

PG.9

8.2 PROTECTIVE SERVICES COMMITTEE

▪ **CHAIR CLEROUX**

8.2.1 Chair's Report – September 16th, 2021

PG.12

8.3 RECREATION COMMITTEE

▪ **CHAIR HUMPHRIES**

8.3.1 Chair's Report – September 17th, 2021

PG.13

8.3 COMMUNITY COMMITTEES / COUNTY COUNCIL

8.3.1 Renfrew & Area Seniors Home Support

D. Humphries

8.3.2 Community Safety & Wellbeing Plan Committee

G. Campbell

8.3.3 Health Services Village

D. Bennett

RETURN TO AGENDA

8.3.4 Chamber of Commerce

D. Humphries

8.3.5 County Council

D. Bennett

9. CORRESPONDENCE SUMMARY

9.1 INFORMATION CORRESPONDENCE

9.1.1 CAO/Clerk Information Memo

PG.15

9.2 ACTION CORRESPONDENCE – NONE

10. BY-LAWS

10.1 2021-47 Site Plan Agreement – Cobus

PG.16

10.2 2021-48 Appoint By-law Officers – MLES

PG.22

11. NOTICE TO FILE MOTION FOR NEXT COUNCIL MEETING

12. COUNCIL/STAFF MEMBERS CONCERNS

12.1 Staff Report – Modernization Intake 3

PG.30

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

14. RESOLUTIONS

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

16. CONFIRMING BY-LAW 2021-49

PG.32

17. ADJOURNMENT

RETURN TO AGENDA

THE CORPORATION OF THE TOWNSHIP OF HORTON

REGULAR COUNCIL MEETING
SEPTEMBER 21ST, 2021

There was a Regular Meeting of Council held via Zoom on Tuesday September 21, 2021. Present were Mayor David Bennett, Deputy Mayor Glen Campbell, Councillor Doug Humphries, and Councillor Tom Webster. Staff present was Hope Dillabough, CAO/Clerk, Nathalie Moore, Treasurer, and Nichole Dubeau, Executive Assistant – Recording Secretary.

1. CALL TO ORDER

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

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

2. LAND ACKNOWLEDGEMENT

Mayor Bennett read the Land Acknowledgement in its entirety.

3. DECLARATION OF PECUNIARY INTEREST

There was no declaration of pecuniary interest.

4. CONFIRMATION OF COUNCIL AGENDA

Moved by Deputy Mayor Campbell

RESOLUTION NO. 2021-217

Seconded by Councillor Webster

THAT Council adopt the Agenda for the September 21st, 2021 Regular Council Meeting, as amended with the addition in Section 15.1 – Closed Session item.

Carried

5. DELEGATIONS &/or PUBLIC MEETINGS

5.1 4:00 pm – Zoning By-law Amendment – Adrian Schouten

Councillor Lane Cleroux was present at 4:05 p.m.

6. MINUTES

6.1 September 7th, 2021 – Public Meeting

6.2 September 7th, 2021 – Regular Council

Moved by Councillor Humphries

RESOLUTION NO. 2021-218

Seconded by Councillor Webster

THAT Council approve the following Minutes:

- September 7th, 2021 – Public Meeting
- September 7th, 2021 – 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 Members Susan Humphries and Spencer Hopping were present.

RETURN TO AGENDA

8.1.1 Financial Departmental Report & Statement

Treasurer Nathalie Moore reviewed the report. She highlighted that staff is working on their departmental 2022 budgets and they are hoping to have them completed for Committee and Council review soon.

8.1.2 OPP Billing Report – April – June

Council Members briefly reviewed.

8.1.3 MLES Reporting – April – June

Council Members briefly reviewed.

8.1.4 Staff Report – Accessibility Advisory Committee Term of Reference

Executive Assistant Nichole Dubeau reviewed the report. She stated that if Council had any comments or recommendations for changes to the Terms of Reference to forward them to her. Public Advisory Member Susan Humphries questioned how committee members are chosen and if they are needed. Ms. Dubeau stated that as of right now the committee is comprised of municipal representatives but that they are looking for new public members.

8.1.5 Staff Report – Municipal Hours for Christmas 2021

CAO/Clerk Hope Dillabough reviewed the report. Councillor Cleroux questioned if the Landfill Site hours would reflect the statutory holidays. Ms. Dillabough stated that amended Landfill hours would be advertised, and that Council members will have contact information in case of emergencies. Mayor Bennett stated that staff should receive one of the three days paid by the Township instead of using their own time to boost staff moral and de-stress.

8.1.6 Staff Report – Statutory Holidays Amendment – Corporate Policy E-02

CAO/Clerk Hope Dillabough reviewed the report. There was brief discussion regarding what surrounding municipalities had in their policies for staff. Staff is to bring back a comparison report of statutory holidays and floating days from other municipalities.

8.1.7 Staff Report – 2022 Budget Timelines

Treasurer Nathalie Moore reviewed the report.

8.1.8 Staff Report – Award Auditor RFP

Treasurer Nathalie Moore reviewed the report.

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

Discussion went around the table with information previously distributed.

9.2 ACTION CORRESPONDENCE – NONE**10. BYLAWS**

- 10.1 2021-42 Site Plan Agreement – 1293043 Ontario Inc. (Renfrew Self Storage)
- 10.2 2021-44 Zoning By-law Amendment – Schouten
- 10.3 2021-45 Adopt Amended Corporate Policy E-02

11. NOTICE TO FILE MOTION FOR NEXT COUNCIL – NONE**12. COUNCIL/STAFF MEMBERS CONCERNS – NONE**

RETURN TO AGENDA

13. MOTION FOR RECONSIDERATION – NONE

14. RESOLUTIONS

Moved by Deputy Mayor Campbell **RESOLUTION NO. 2021-219**
Seconded by Councillor Humphries
THAT Council accept the Financial Departmental Report & Statement as information.

Carried

Moved by Councillor Humphries **RESOLUTION NO. 2021-220**
Seconded by Councillor Webster
THAT Council accept the OPP Billing Report for April – June 2021 as information.

Carried

Moved by Councillor Cleroux **RESOLUTION NO. 2021-221**
Seconded by Deputy Mayor Campbell
THAT Council accept the MLES Reporting for April – June 2021 as information.

Carried

Moved by Councillor Webster **RESOLUTION NO. 2021-222**
Seconded by Councillor Humphries
THAT Council accept the Accessibility Advisory Committee Term of Reference Report as information.

Carried

Moved by Councillor Cleroux **RESOLUTION NO. 2021-223**
Seconded by Councillor Humphries
THAT Council authorize the closure of the Municipal Office from December 24th to December 31st, 2021;

AND THAT Staff will make application for leave out of their banked vacation and/or overtime to be off;

AND FURTHER THAT Council give Staff one paid day off throughout this break to recognize their efforts through COVID19.

Carried

Moved by Deputy Mayor Campbell **RESOLUTION NO. 2021-224**
Seconded by Councillor Humphries
THAT Council amend Corporate Policy E-02 Statutory and Paid Holidays to reflect the new Federal Statutory Holiday ‘National Day for Truth and Reconciliation’;

AND THAT Council also agree to amend Corporate Policy E-02 Statutory and Paid Holidays to reflect Remembrance Day;

AND FURTHER THAT Council direct Staff to provide comparator information as it pertains to floating holidays and statutory paid holidays for further discussion.

Carried

Moved by Councillor Webster **RESOLUTION NO. 2021-225**
Seconded by Councillor Humphries
THAT Council accept the proposed 2022 Budget timelines as information.

Carried

Moved by Councillor Humphries **RESOLUTION NO. 2021-226**
Seconded by Councillor Webster
THAT Council agrees to award the Township of Horton’s Joint Request for Proposal for External Auditing Services to MacKillican & Associates;

RETURN TO AGENDA

AND THAT the Township appoint MacKillican & Associates for a three-year term with the option to renew for a further two-year term as mutually agreed upon by both parties;

AND FURTHER THAT this will come forward by By-Law

Carried

Moved by Councillor Cleroux

RESOLUTION NO. 2021-227

Seconded by Councillor Webster

THAT Council accept the CAO/Clerk's Information Memo for September 21st, 2021.

Carried

Moved by Councillor Cleroux

RESOLUTION NO. 2021-228

Seconded by Councillor Webster

THAT Council adopt the following By-laws:

- 2021-42 Site Plan Agreement – 1293043 Ontario Inc. (Renfrew Self Storage)
- 2021-44 Zoning By-law Amendment – Schouten
- 2021-45 Adopt Amended Corporate Policy E-02

Carried

15. IN CAMERA (Closed) SESSION

Moved by Councillor Humphries

RESOLUTION NO. 2021-229

Seconded by Councillor Webster

THAT Council went into a Closed Session Meeting at 5:05 p.m. to discuss the following items pursuant to Section 239(2) (b) and (e) of the Municipal Act;

- (b) Personal matters about and identifiable individual, including municipal or local board employees – Staff Retention Report
- (e) Litigation or potential litigation – Renfrew Health Village

Carried

Moved by Councillor Humphries

RESOLUTION NO. 2021-230

Seconded by Councillor Webster

THAT Council came out of Closed (In-Camera) Session at 5:43 p.m. and discussed items pertaining to:

- (b) Personal matters about and identifiable individual, including municipal or local board employees – Staff Retention Report
- (e) Litigation or potential litigation – Renfrew Health Village

Carried

16. CONFIRMING BYLAW

Moved by Deputy Mayor Campbell

RESOLUTION NO. 2021-231

Seconded by Councillor Humphries

THAT Council enact By-law 2021-46 – Confirming By-Law.

Carried

17. ADJOURNMENT

Mayor Bennett declared the meeting adjourned at 5:44 p.m.

THE CORPORATION OF THE TOWNSHIP OF HORTON

Public Meeting
Zoning Amendment
1230381 Ontario Inc – Adrian Schouten
September 21st, 2021 at 4:00 p.m.

There was a Public Meeting held during the Regular Council Meeting on September 21st, 2021. Present was Mayor David Bennett, Deputy Mayor Glen Campbell, Councillor Tom Webster, and Councillor Doug Humphries. Staff present was Hope Dillabough, CAO/Clerk, and Nichole Dubeau, Executive Assistant-Recording Secretary.

J2pg Consultants Brian Whitehead and Kathryn Curry were present.

Councillor Lane Cleroux was present at 4:05 p.m.

1. CALL TO ORDER

Mayor David Bennett called the Public Meeting to Order at 4:04 pm.

2. DECLARATION OF PECUNIARY INTEREST

There was no declaration of pecuniary interest.

3. CAO/CLERK – PURPOSE OF AMENDMENT

CAO/Clerk Hope Dillabough stated that the purpose and effect of this amendment is to rezone the severed lands in Consent Application Files B160/16(2) and B161/16(3) to permit the development of a single detached dwelling on each lot and to establish a building setback of 37 metres from the crest of the slope on an adjacent property as identified in the Slope Stability Assessment, prepared by Morey Associates Ltd., dated November 8, 2018.

The effect of the amendment is to rezone the severed lands in Consent File B160/16(2) from Environmental Protection (EP) to Rural-Exception Fifty-Eight (RU-E58) and the severed lands in Consent File B161/16(3) from Rural (RU) to Rural – Exception Fifty-Eight (RU-E58) to ensure no development or alternations occur on lands located within the area of a 37 metre setback from the crest of the slope described as Parts 1, 2 & 5 on Reference Plan 49R-19814. All other provisions of the Zoning By-law shall apply.

4. CAO/CLERK'S REPORT ON NOTICE

i) Reading of Written Comments

CAO/Clerk Hope Dillabough reported that as required by the Planning Act, all property owners within 120 metres were notified of this meeting. Notice of this meeting was sent to twenty-four (24) property owners within the 120-meter radius in addition to ten (10) Provincial and County Agencies. Out of those, no written comments were received by the prescribed deadline.

ii) PUBLIC PARTICIPATION

a) Questions from Public

There were no questions from the Public.

b) Comments in Support

Jp2g Consultant Kathryn Curry gave a brief summary of the consent file and zoning amendment.

c) Comments in Opposition

There were no comments in opposition from the public.

5. INFORMATION ON WHO IS ENTITLED TO APPEAL COUNCIL'S DECISION TO THE ONTARIO MUNICIPAL BOARD UNDER SECTIONS 34(11) AND (19) OF O.Reg 545/06.

The CAO/Clerk read out Sections 34(11) and 34(19) in their entirety.

6. COUNCIL MEMBERS COMMENTS

There were no Council members concerns.

RETURN TO AGENDA

7. ADJOURNMENT

Mayor Bennett adjourned the public meeting at 4:11 pm.

MAYOR David M. Bennett

CAO/Clerk Hope Dillabough



**Township of Horton
COUNCIL / COMMITTEE REPORT**

Title: Site Plan Agreement Ron and Sherri Cobus 43B Garden of Eden Rd	Date: October 5 th , 2021
	Council/Committee: Planning Committee/Council
	Author: Hope Dillabough, CAO/Clerk
	Department: Planning/Administration

RECOMMENDATIONS:

THAT Council agrees to support the Site Plan Agreement with Ron and Sherri Cobus to permit three self-storage buildings (30’x120’) for a mini-storage establishment purpose on the property known as 43B Garden of Eden Road, Con 3 Pt Lot 4 RP49R12788, Pt 9 & 10.

BACKGROUND:

Ron and Sherri Cobus recently rezoned their property located at 43B Garden of Eden Road to Commercial – Exception 10 (C-E10) to allow for a Mini-Storage Establishment. Council passed the zoning of this property on May 19th, 2021.

The Cobus’ have now submitted a ‘to-scale’ Site Plan for the property which is attached as Appendix 1. The proposed buildings will be pre-engineered structures by Trachte and will be aesthetically pleasing.


The Site Plan Agreement will be brought forward in the By-Law Section.

ALTERNATIVES: N/A

FINANCIAL IMPLICATIONS: New commercial growth benefits the Township.


ATTACHMENTS:

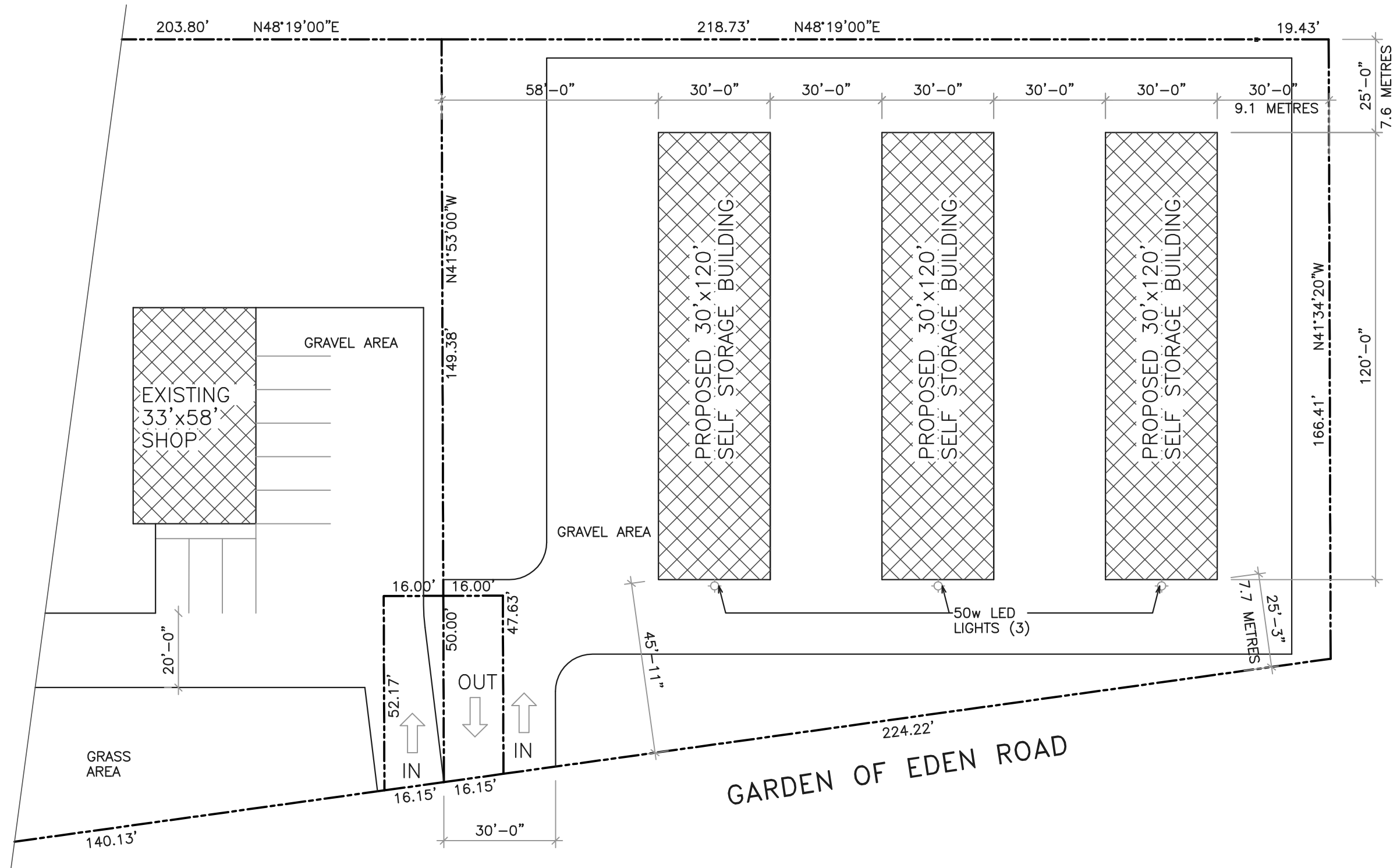
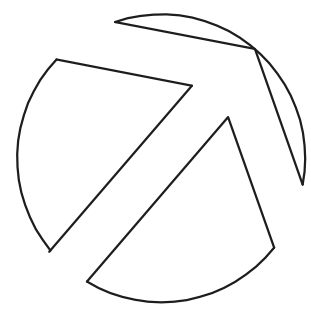
- Appendix 1 – Site Plan – ‘to-scale’
- Appendix 2 – GIS Mapping – 43B Garden of Eden Road

Author: 
signature

Other: _____
signature

Treasurer: _____
signature

C.A.O.: 
signature



LEGAL
 43B GARDEN OF EDEN ROAD
 RP 49R 12788, PT 9 & 10
 CON 3, PT LOT 14
 TOWNSHIP OF HORTON

Site Plan
 1"=30'-0"

PROJECT	SELF STORAGE FOR RON COBUS
DRAWING	SITE PLAN
SCALE	1"=30'-0"
REV #2	

- Property Parcels
- Roads**
- County
- Crown Road
- Municipal Maintained Road
- Municipal Seasonal Road
- Off-Ramp
- On-Ramp
- Private Road
- Proposed Road
- Provincial Highway
- Quebec Road
- Water Access



Depending on the number of layers visible not all may be shown in the legend.

Notes

Enter description of the map

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RETURN TO AGENDA



**Township of Horton
COUNCIL / COMMITTEE REPORT**

Title: Protective Services Committee Chair's Report – September 16 th	Date:	October 5, 2021
	Council/Committee:	Council
	Author:	Hope Dillabough, CAO/Clerk
	Department:	Protective Services

RECOMMENDATIONS:

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

BACKGROUND:

Fire Chief's Report and Update

Fire Chief Cole reviewed the number of Private Road assessments performed. Thus far, 42 out of 60 private roads have been assessed. Most of them are accessible regarding the emergency vehicle access. Some have been recognized not accessible year-round due to condition of road and overhanging trees. Staff are working on providing Committee with an excel spreadsheet with the findings of the assessment and subsequently a recommendation to Committee on how they wish to proceed.

There was discussion regarding a vaccination policy among the Fire Department and the municipality. CAO/Clerk Dillabough reviewed her meeting held with the CAO's of the County of Renfrew and the majority of municipalities are waiting until the County's draft policy is reviewed and circulated.

A Captain position is currently internally posted in the municipality.

ALTERNATIVES: N/A

FINANCIAL IMPLICATIONS: N/A

CONSULTATIONS: N/A

Author: 
signature

Other: _____
signature

Treasurer: _____
signature

C.A.O. 
signature



Township of Horton

COUNCIL / COMMITTEE REPORT

Recreation Chair's Report	Title:	Date: September 20, 2021
		Council/Committee: Council
		Author: Amanda Ryan, Receptionist/Clerk
		Department: Recreation

RECOMMENDATIONS:

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

BACKGROUND:

Ontario Winter Games - 2022

The County has until the end of September to make a decision whether to proceed.

Horton Recreation Association (HRA)

There has been no action to date.

Beer Return Update

Ms. Ryan reported that a date has yet to be made to pour the beer.

Craft Sale Update

The sale was well attended with a steady flow of manageable traffic. There were 22 vendors in attendance both inside and outside. Both vendors and patrons were happy to be able to be out and about. \$330.00 in revenues were attained from the sale of table space.

Fruit Fundraiser Report

Ms. Ryan highlighted items from her report. There was a welcoming response to organizing the fundraiser again. The number of boxes of fruit sold was comparable to 2019, but with greater returns due to increasing the price and only advertising by word of mouth and calling past customers. Revenues from the event were \$2542.00. A warm thank you to those who helped with the event.

Vaccination Requirements

Ms. Ryan updated the committee on the Provincial Regulations that will come into play as of the 22nd of September and how they affect the hall rentals and sporting events with relation to the hall and what is required.

Euchre

There will be no Euchre hosted by the Community Centre until further notice.

Harvest Dinner

There is interest from the Catering Committee to host a takeout version of the Harvest Dinner with the presale of plates. Communication for decisions will happen via email for time effectiveness.

Christmas Craft Sale

There have been potential vendors question if there will be a craft sale before Christmas. With the success of the one in August, we know it can be done and what protocols have to be in place. As long as food can be provided, a date will be set when other local sale dates are determined, not to create competition.

RETURN TO AGENDA



THE CORPORATION OF THE TOWNSHIP OF HORTON

Memo from the CAO/Clerk as of September 29th, 2021.

INFORMATION provided **NOT** included in the Regular Council meeting package of October 5th, 2021.

INFORMATION EMAILED

1. McDougall Mill Museum Meeting of the Society Invite
2. County Announces Official Plan Amendment
3. Ottawa Valley Business News – September 21
4. Ottawa Valley Short Term Extension Notice
5. Network 24 Pleased with Ontario Health Team Announcement
6. Calendars

RETURN TO AGENDA

THE CORPORATION OF THE TOWNSHIP OF HORTON

BY-LAW NO. 2021-47

**Being a by-law to authorize an amended Site Plan Agreement
between Sherri Lee Cobus
AND
The Corporation of the Township of Horton**

WHEREAS Council wishes to enter into a Site Plan Agreement with Sherri Lee Cobus for the control of development on their property on Parts 9 and 10 of Plan 49R12788, Part Lot 14 Concession 3.

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

1. That the Mayor and CAO/Clerk be authorized to execute the Site Plan Agreement attached hereto as Schedule "A" and forming a part of this by-law with Sherri Lee Cobus.
2. That this by-law shall come into effect upon the passing thereof.

Read a First and Second Time this 5th day of October, 2021.

Read a Third Time and Passed this 5th day of October, 2021.

MAYOR David M. Bennett

CAO/CLERK Hope Dillabough

RETURN TO AGENDA

SITE PLAN AGREEMENT

THIS AGREEMENT made in triplicate this 5th day of October, 2021 and referred to as "The Site Plan Agreement".

BETWEEN:

Sherri Lee Cobus

Hereinafter called the "Owner" of the first part,

- And -

THE CORPORATION OF THE TOWNSHIP OF HORTON

Hereinafter called the "Township" of the second part.

WHEREAS the Owner warrants that he is the owner in fee simple of the lands described in Schedule "A" attached hereto (hereinafter called the "Subject Lands") which are the lands affected by this Agreement;

AND WHEREAS Section 41 of The Planning Act, R.S.O. 1990, c.P. 14 as amended authorises municipalities to designate areas of site plan control and to subsequently enter into agreements with respect to the conditions of development of lands in areas of site plan control;

AND WHEREAS By-law 2006-15 of the Township designates the lands described in Schedule "A" attached hereto as being subject to site plan control and authorises the Council of the Township to enter into this agreement as a condition of development.

AND WHEREAS Schedules A and B attached hereto forms part of and shall be read together with this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of **ONE DOLLAR (\$1.00)** of lawful money of Canada and other valuable consideration now paid by the Township to the Owners (the receipt of which is hereby acknowledged) the Owner hereby covenants and agrees with the Township as follows:

1. (a) "Development" shall mean the construction, erection or placing of one or more buildings or structures on land or the making of an addition or alteration to a building or structure that has the effect of substantially increasing the size or usability thereof and shall include the construction and installation of all facilities, services, utilities, works and other matters incidental thereto. "Developed" shall have a corresponding meaning.
- (b) "Erect" means to build, construct, reconstruct or relocate and shall include any preliminary physical operations such as cutting, grading, excavating, filling or draining or any altering of any existing building by an addition, extension or other structural change for the doing of any work for which a building permit is required under the Building By-law for the Municipality. The words "erected" and "erection" shall have a corresponding meaning.
2. The Owner agrees that the development and all matters specified in this Agreement for the lands described in Schedule A attached hereto shall be provided and maintained substantially in accordance with the site plan attached hereto as Schedule B, hereinafter called the "approved site plan".
3. The Owner further agrees that no development or works shall be undertaken other than in conformity with this Agreement. Any change in operations or requirements, or any development or works not expressly provided for under this agreement shall require an amendment to this Agreement or a new Agreement between the Owner and the Township.
4. The Owner covenants that the Tenant shall not commence any development on the subject lands until the Agreement has been registered on title against the subject lands and until all necessary permits and authorisations have been obtained by the Owner from the Township. It is acknowledged that it is the Owner's sole responsibility to ensure that all necessary permits and authorisations including all other applicable agency permits and authorisations as aforesaid are obtained.
5. The Owner shall not call into question directly or indirectly at any proceeding in law or in equity, or before any administrative tribunal the right of the Township to enter into this Agreement and to enforce each and every term, covenant and condition contained therein.

RETURN TO AGENDA

6. The Owner hereby agrees that this Agreement shall be binding on the heirs and assigns of the Owner. The Owner further agrees that the same covenants as are set forth in this Agreement will be inserted in any subsequent conveyance of all or part of the land described in Schedule "A" attached hereto, with the intent that all subsequent purchasers of the said lands or part thereof shall be bound by the covenants herein contained.
7. The Owner agrees that this Agreement shall be registered on the title of the lands described in Schedule A at the expense of the Owner. The Owner further agrees that all legal and planning fees incurred by the Township in connection with the preparation and registration of this Agreement shall be paid by the Owners. Copies of such accounts for services shall be delivered by the Township to the owner forthwith. On receipt of such accounts, the Owner covenants and agrees that they shall pay forthwith to the Township the accounts as rendered.
8. The provision of this Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective heirs, executors, administrators, successors and assigns.
9. The Owner covenants and agrees to provide and maintain, at his sole expense, each and every facility, service, work or other matter illustrated or described on the schedules attached hereto or otherwise required by the terms of the Agreement, all to the satisfaction of the Township.

Without limiting the generality of the foregoing, the Owner covenants and agrees with the Municipality to:

- (a) provide ingress and egress to the subject lands at and only at the points illustrated on the approved site plan;
 - (b) construct the buildings in accordance with the locations shown on the approved site plan;
 - (c) restrict parking for all vehicles on the subject lands to the parking areas shown on the approved site plan;
 - (d) ensure that all lighting facilities be of such intensity and in such location as in the opinion of the Township do not interfere with the normal use of surrounding properties or distract vehicle operators upon adjacent public roads
 - (e) construct the entrance and roadway areas shown on the approved site plan with a gravel or other stable surface treated to prevent the raising of dust or loose particles;
 - (f) to properly maintain the parking areas, roadways, loading areas, and entranceways;
 - (g) provide and maintain an exterior central refuse storage collection area, in the event such area is required. Such area shall be in the location approved by the Township, and screened in a manner approved by the Township;
 - (h) grade, alter in elevation and/or contour the Subject Lands in accordance with the approved site grading and servicing plan annexed hereto as Schedule "C" and to ensure that all storm and surface water from the subject lands and from any buildings or structures thereon shall be properly disposed of. After the final grading is complete the Owner shall, when required, file with the Municipality at the Owner's expense, a plan or certificate prepared by an Engineer under seal, setting forth the final grades of the Subject Lands;
 - (i) ensure surface dust control for gravel surface parking areas;
 - (j) provide a choice of exterior colours of the finish of all future buildings as set out on Schedule "B" attached hereto to the Township's Planning Committee for approval prior to the Owners making application for a building permit.
10. If, in the opinion of the Township, the Owner has defaulted in the provision or maintenance of such matters, the Owner must rectify, to the satisfaction of the Township, all such matters as are in default within 60 days of mailing of a notification by the Township addressed to the Owner at her last known address or within a greater time if deemed reasonable by the Township.
 11. If, in the opinion of the Township, the Owner has not rectified all such matters as are in default after said stipulated time period, the Township may, at the expense of the Owner, enter upon the lands and do all such matters as are in default. Actual cost incurred by the Township in carrying out such matters plus twenty-five per cent (25%) of such cost as a charge for overhead shall be paid by the Owner to the Township within 30 days of mailing of an invoice by the Township addressed to the Owner at his last known address or such costs may be recovered by the Township in like manner as municipal taxes pursuant to the provisions of Section 427 of The Municipal Act, S.O. 2001 c. 25.

The Works shown on Schedule "B" annexed hereto shall be completed by December 31st, 2022.

RETURN TO AGENDA

- 12. The Owner agrees that the Township shall have the right to enter upon the subject lands in carrying out the site improvements set out herein as shown on Schedule "B" if the works are not completed by December 31st, 2022. The Owner further agrees that as a guarantee to the Township, that all expenses that are the responsibility of the owner and which are incurred by the Township in carrying out the requirements of this agreement will be met by the Owner.

NOTICES

- 14. Any notices required or permitted to be given under this Agreement shall be in writing and may be served either personally or by mailing such notice by registered mail postage prepaid or if the postal service has been disrupted for any reason, by delivering such notice by a prepaid courier service as follows:

- (a) The Corporation of the Township of Horton
c/o CAO/Clerk
2253 Johnston Road, RR # 5
RENFREW, Ontario
K7V 3Z8

- (b) Sherri Lee Cobus
353 Ferguson Road,
Renfrew, ON
K7V 3Z8

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

SIGNED, SEALED AND DELIVERED

)
)
)
)
) _____
) Sherri Lee Cobus

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

)
)
) _____
) CAO/CLERK Hope Dillabough

SCHEDULE A

Described as Part of Lot 14 Concession 3, Township of Horton, County of Renfrew, and as more particularly described as Parts 9 and 10 on Plan 49R-12788 known as 43 B Garden of Eden Road.

RETURN TO AGENDA

SCHEDULE 'B'

Copy of actual site plan is inserted here

THE CORPORATION OF THE TOWNSHIP OF HORTON

BY-LAW NO. 2021-48

Being a By-Law to Authorize the Appointment of By-Law Enforcement and Property Standards Officers

WHEREAS Section 15 of the Police Services Act, R.S.O. 1990, Chapter P.15 as amended, permits a municipality to appoint persons to enforce the by-laws of the municipality; and

AND WHEREAS under Section 15.1 of the Building Code Act, S.O. 1992, Chapter 23 as amended, a municipality may pass by-laws relating to property standards.

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

1. THAT the persons named in Schedule "A" attached hereto and forming part of this by-law be appointed as By-Law Enforcement and Property Standards Officers for the Township of Horton.
2. THAT the By-Law Enforcement and Property Standards Officers shall exercise all the authority, powers and rights and shall perform all duties and obligations which by statute or by-law are or may be conferred or imposed and enforce all by-laws of the Township of Horton and all other duties that may be imposed by Council.
3. That the CAO/Clerk be authorized to execute the Agreement attached hereto as Schedule "B" and forming a part of this by-law with Municipal Law Enforcement Services.
4. THAT By-Law 2011-39 by hereby repealed upon effect of the passing of this by-law.
5. That this by-law shall come into effect upon the passing thereof and the Agreement will be in effect beginning October 31st, 2021.

Read a First and Second Time this 5th day of October, 2021.

Read a Third Time and Passed this 5th day of October, 2021.

MAYOR David M. Bennett

CAO/CLERK Hope Dillabough

RETURN TO AGENDA

“Schedule A”
to By-Law 2021-48

By-Law Enforcement and Property Standards Officers

1. James McBain
2. Darla McBain
3. Alison Crosier
4. Josh Marquardt
5. Sandee Guest
6. Jason Hisko
7. Any other person employed by Municipal Law Enforcement Services as a By-Law Enforcement/Property Standards Officer for the Township of Horton.

This Agreement made in duplicate this ___ day of _____, 2021.

BETWEEN:

Municipal Law Enforcement Services
(Hereinafter called the “Contractor”)
OF THE FIRST PART

AND:

The Corporation of the Township of Horton
(Hereinafter called the “Township”)
OF THE SECOND PART

WHEREAS it is deemed expedient to enter into a contract between the Corporation of the Township of Horton and Municipal Law Enforcement Services within the municipal boundaries of the Corporation of the Township of Horton;

NOW THEREFORE the Municipal Council of the Corporation of the Township of Horton and Municipal Law Enforcement Services agree as follows:

1. GENERAL CONDITIONS:

1.1 Interpretation of phrases

(A) The word “CORPORATION” or “TOWNSHIP” or the expression “PART OF THE SECOND PART” shall be understood as referring to the Corporation of the Township of Horton.

(B) The word “CONTRACTOR” or the expression “PARTY OF THE FIRST PART” shall be understood to mean the person, partnership or corporation who has agreed to perform the work embraced in the contract, or to his, or their, legal representatives or to heirs or assigns.

2. TERM OF CONTRACT

The Township is entering into an agreement with the Contractor to carry out the required Bylaw Enforcement Services stated herein for a five-year contract period from October 31, 2021, to October 31, 2026. If agreeable to both the Contractor and the Township, this contract may be renewed annually, subject to the original terms and conditions and upon receipt of notice from the Contractor or the Township within 30 days prior to the expiration of the agreement.

3. INSURANCE

3.1 The Contractor shall take out and keep in force during the term of the contract a Comprehensive Policy of Public Liability and Property Damage insurance acceptable to the Corporation providing at least two million dollars (\$2,000,000.00) exclusive of interest and cost, against loss or damage resulting from bodily injury to or death of one or more persons and loss of or damage to property and such policies shall name the Corporation as an additional insured thereunder and shall protect the Corporation against all

RETURN TO AGENDA

claims for all damage or injury including death to any person or persons and for damage to any property of the Corporation or any other public or private property resulting from, or arising out of, any act by his/her servants or agents during the execution of the contract and the Contractor shall forward certified copies of the policies or certificates thereof to the Township's Chief Administrative Officer.

3.2 The Comprehensive Liability Insurance referred to in section 3.1 shall name the Corporation of the Township of Horton as one of the insured parties and shall cover the work to date of completion of the contract.

3.3 Proof of the above insurance shall be provided to the Township's Chief Administrative Officer prior to commencement of the work and on each and every anniversary date of the policy during the life of contract with the Township.

3.4 The above insurance policy shall contain an endorsement to provide the Named Insured and Additional Insured with 30 days prior written notice of cancellation in whole or in part.

4. WORKPLACE SAFETY & INSURANCE BOARD (W.S.I.B.)

4.1 The Contractor shall at the time of entering into this contract with the Township, furnish to the Chief Administrative Officer a satisfactory clearance from W.S.I.B. stating that all assessment or compensation payable to the W.S.I.B. has been paid. The Contractor further agrees to maintain that good standing throughout the contract period, and the Township may, at any time during the performance of the work or upon the completion of such contract, require the Contractor to proof of continual satisfactory clearance.

5. COMPLIANCE WITH LAWS AND LICENSING

5.1 The Contractor will be responsible for a strict adherence to all Federal, Provincial, and Municipal statutes, regulations, by-laws, codes, and codes of professional conduct, and where applicable must obtain all permits and licenses.

6. REGULATION COMPLIANCE AND LEGISLATION

The Contractor shall ensure all services and products provided in respect to this contract are in accordance with and under authorization of all applicable authorities, Municipal, Provincial, and Federal legislation, including but not limited to:

- Provincial Offences Act and its regulations
- Police Services Act of Ontario and its regulations;
- Municipal Act and its regulations;
- Planning Act and its regulations
- Municipal By-laws (as specified)
- Pounds Act and its regulations;
- Animals for Research Act and its regulations;
- The Dog Owners' Liability Act and its regulations;

7. MODIFICATIONS TO CONTRACT

Any modifications to the contract between the Contractor and the Township shall be in writing, signed by the Township and the Contractor, or it shall have no effect and shall be void.

RETURN TO AGENDA

8. DISPUTE RESOLUTION

8.1 In the event of any dispute or claim arising between the Township and the Contractor as to their respective rights and obligations under the contract, either party may give the other written notice of such dispute or claim. If the dispute or claim cannot be resolved through negotiation to the satisfaction of both parties, then the Township and the Contractor shall have the right at any time to submit the particular matter to arbitration in accordance with Arbitrations Act, 1991, S.O. 1991 (Ontario). The third-party arbitrator shall be agreeable to both parties and any arbitration award rendered as a result of such arbitration shall be final and binding upon the Township and the Contractor.

8.2 All costs associated with the arbitration shall be shared equally by the Township and the Contractor.

9. CONDUCT OF CONTRACTOR'S EMPLOYEES

The Contractor agrees to employ only orderly and competent employees to do the work. The Township reserves the right to demand the removal of any Contractor's employees or contracted staff engaged in the contract if, in the Township's opinion, their conduct has been of an unacceptable nature.

10. PERFORMANCE

Any undue delays and/or costs incurred by the Township due to inefficiencies in performance on behalf of the Contractor shall be deemed to be the responsibility of that Contractor and as such will be deducted from the invoiced payment amount.

11. MONIES DUE TO THE TOWNSHIP

All monies payable to the Township under the contract may be retained out of any monies due or which may become due from the Township to the Contractor under this or any other contract with the Township, or otherwise howsoever, or may be recovered from the Contractor or his/her surety in a court of competent jurisdiction as a debt due to the Township and the Chief Administrative Officer shall have full power to withhold any estimate or payment if circumstances arise which may indicate to them the advisability of so doing though the sum to be retained may be unascertained.

12. INDEMNIFICATION

12.1 The Contractor shall indemnify and save harmless the Township and its employees, officers and agents from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Township, its employees, officers or agents may suffer as a result of the negligence or breach of contract of the Consultant, its employees, officers or agents in the performance of this agreement. The Contractor agrees that the foregoing indemnify shall survive the termination of this agreement.

12.2 The Township shall indemnify and save harmless the Contractor and its employees, officers and agents from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Contractor, its employees, officers or agents may suffer as a result of the Contractor and its employees, officers and agents while acting in good faith and in the lawful execution of their duties while enforcing the by-laws. The Township agrees that the foregoing indemnify shall survive the termination of this agreement.

RETURN TO AGENDA

13. DEFAULT

13.1 If, at any time during the term of this contract, the Contractor fails to provide services as outlined in the agreement and in accordance with related Provincial legislation, this contract may be terminated by the Township.

13.2 Upon any default of the Contractor, the Township may notify the Contractor in writing that they are in default of their contractual obligations and instruct them to correct the default within ten (10) days immediately after receipt of such notice. If the Contractor fails to correct the default to the satisfaction of the Township within ten (10) days, the Township may terminate the contract.

13.3 Upon termination for default, payment will be withheld at the discretion of the Township.

13.4 The Contractor will be paid for work satisfactorily performed prior to termination, less any excess costs incurred by the Township in re-procuring and completing the work.

14. BANKRUPTCY AND CANCELLATION

If the Contractor becomes bankrupt or commits any act of insolvency or attempts to assign or otherwise dispose of this contract, or any part thereof, except as herein provided or should the work under this contract or any portion thereof be abandoned by the Contractor, the Township may terminate the contract.

15. NOTICES

Any notice to be given to the Contractor during the contract may be given by registered letter addressed to the Contractor and any such notice shall be deemed to be given in case of mailing at the time of mailing of such notice or in case of delivering at the time of delivery. Notice to the Township shall be given to the Chief Administrative Officer of the Township of Horton, at 2253 Johnston Road, Ontario, K7V 3Z8.

16. TERMINATION

The Township or the Contractor may terminate the contract, in whole or in part, by giving to the other party ninety (90) days' notice, in writing, by registered mail. The Township shall not be liable for any cost for such notice beyond the regular amount payable for the notice period.

17. FINANCIAL CONSIDERATION

17.1 The Township shall pay the Contractor for the services provided under this Agreement maintaining the present cost structure agreed upon in the initial contract in 2011.

17.2 The Contractor agrees to accept payment on a quarterly basis with the payment to be made within 30 days of receipt of an invoice for the most recent month.

17.3 The Contractor agrees to comply with all the terms of the contract documents and, upon acceptance by the Corporation, all terms of the contract documents will be binding on the Contractor, it or his/hers executors, administrators or successors.

18. SCOPE OF WORK

The Scope of Work of the Contractor to provide By-law Enforcement for the Corporation of the Township of Horton shall be performed promptly, neatly, carefully, thoroughly, efficiently and in adherence to any and all applicable laws and shall include the supply of all equipment, necessary buildings, land and personnel required to fulfill the responsibilities stated below.

To enforce all municipal by-laws as adapted by the Township from time to time and to prosecute with all due diligence all breaches of the said by-laws.

Under the direction of the Township, the Contractor shall respond to complaints or concerns regarding municipal bylaws. The Contractor will be responsible for investigation, reporting, resolving violations, issuing violation tickets and/or warnings and the collection of fees for municipal by-laws, including but not limited to:

- Animal Control
- Noise
- Parking
- Property Standards / Clean Yards / Zoning
- Waste Collection
- Burning

In addition to the above, the Municipality may wish to provide increased proactive enforcement based upon Council priorities.

18.1 General

- To promote By-law awareness and provide By-law enforcement through a combination of Proactive (Prevention – Education & Awareness) and Reactive activities in accordance with the objectives established by Council through the municipality's contact person.
- To investigate complaints, conduct investigations, submit investigation reports and take appropriate action to prevent a continuation of the offence(s). To resolve matters in a timely and effective manner.
- To keep records, prepare court documents, attend court, and assist in the prosecution of By-law offences.
- To establish a positive working relationship and regularly liaise with the O.P.P., Provincial Prosecutor, Chief Building Official, Court staff and others.
- To submit reports and prepare Court documents in order to prosecute offenders through the Provincial Offences court system.
- To review By-laws, make recommendations for change where necessary and prepare draft By-laws for review.
- To enforce By-laws as directed.

18.2 Hours of Operation

Normal hours of operation are 9 am – 5 pm Monday – Saturday, excluding Statutory Holidays. Frequently officers are required to work outside of normal service hours and days of the week to meet the demands for service. The actual hours per day or days per week are flexible to meet the needs for service. It should be

RETURN TO AGENDA

understood that M.L.E.S. will accommodate additional hours of service should the client require additional service.

18.3 Emergency Service

Although By-law Enforcement is not a 24 hour/7 day per week “Emergency” Service the Complaint Lines are monitored 24/7 and it is understood that there may be a requirement to respond to a call for service outside the normal hours of operation. When an Emergency Complaint or Call for Service is received after normal hours MLES will respond with the appropriate staff as determined by the On Call Supervisor and the Supervisor will notify the municipal contact of the situation as soon as practical

19. CONTRACTOR, EMPLOYEES & EQUIPMENT

19.1 General

19.1.1 To provide own uniforms, of a design acceptable to the Township, and to ensure a photo identification card, specifying themselves as By-law Enforcement Officer, is carried at all times;

19.1.2 The Contractor shall ensure that all staff is adequately trained in the capture, confinement and care of animals. The Contractor shall keep apprised of changes in legislation or practices common to Animal Control functions;

19.1.3 As a representative of the Town/Township, employees shall be capable of dealing with the public in a professional courteous manner.

19.1.4 To supply a suitable vehicle(s) used for By-law Enforcement and shall be equipped with proper equipment to perform the duties.

19.1.5 To bear all expenses for the operation and maintenance of Bylaw Enforcement vehicles.

19.1.6 Front line patrol vehicles will be marked, by crest or other markings, as a By-law Enforcement vehicle.

James McBain, Director
Municipal Law Enforcement

Hope Dillabough, CAO/Clerk
Township of Horton

RETURN TO AGENDA



Township of Horton COUNCIL / COMMITTEE REPORT

Title: Municipal Modernization Program: Intake 3	Date:	October 5, 2021
	Council/Committee:	Council
	Author:	Nathalie Moore, Treasurer
	Department:	General Government

RECOMMENDATIONS:

THAT Council direct staff to apply for funding for digital signs for the Municipal Office and the Community Centre under the third intake of the Municipal Modernization Program.

BACKGROUND:

The province announced the launch of the third intake under the Municipal Modernization Program. The impacts of the COVID-19 pandemic have highlighted the importance of efficient municipal services that are financially sustainable. Even as municipalities continue to face challenges, there are also opportunities to transform services and stimulate new ways of doing business.

The third intake will allow municipalities to benefit from provincial funding to conduct third party reviews as well as to implement projects to increase efficiency and effectiveness and lower costs in the longer term. It is recommended that municipalities find innovative projects that support the following priorities:

- Digital modernization
- Service integration
- Streamlined development approvals
- Shared services/alternative delivery models

An Expression of Interest is required by October 19, 2021.

Horton had applied to have a digital sign erected at both the Municipal office and the Horton Community Centre under the Canada Healthy Communities Initiative Grant. We were not successful in that application.

Since one of the recommendations is digital modernization, it is felt that the digital signage would be a suitable choice for this application. As mentioned in a previous report, the installation of the digital signs would allow staff to change messages easily and efficiently from a computer instead of climbing a ladder and changing the sign by hand. Many types of messages can be advertised on the screen such as Township events and notices, Covid-19 updates, and surrounding municipalities information. Since the sign will be in a rural area with limited lighting, an eye-friendly sign will be purchased that does not have blue light and will not be too distracting to drivers.

RETURN TO AGENDA

ALTERNATIVES: Do not apply for the grant.

ATTACHMENTS:

FINANCIAL IMPLICATIONS:

To be eligible for funding, the municipality must confirm that it has fully spent or allocated the unconditional modernization funding provided by the province.

In March of 2019 Horton received \$411,433 and the estimated balance remaining of is \$153,000. These funds were contributed to a reserve therefore they are considered to be spent or allocated.

The cost of implementation projects will be shared between the province and the municipality. The province will contribute a greater portion for projects within municipalities with fewer households according to the following thresholds.


<u>Number of households in the municipality (2020 MPAC data)</u>	<u>Maximum provincial share of project costs</u>	<u>Minimum municipal share of project costs</u>
0 – 5000	75 %	25 %
+5000	65 %	35 %

Based on the estimates provided in May the cost of the projects would be approximately \$93,527. New estimates will be requested prior to completion of the expression of interest is submitted. It is recommended that the municipal share be funded from the remaining Modernization funding received in 2019.


CONSULTATIONS:

Hope Dillabough, CAO/Clerk
Nikky Dubeau, Executive Assistant

Author: 
signature

Other: 
signature

Treasurer: 
signature

C.A.O. 
signature

RETURN TO AGENDA

CORPORATION OF THE TOWNSHIP OF HORTON

BY-LAW NO. 2021-49

A BY-LAW TO CONFIRM PROCEEDINGS OF THE COUNCIL OF THE TOWNSHIP OF HORTON AT THE REGULAR COUNCIL MEETING HELD OCTOBER 5TH, 2021

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

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

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

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

1. That the actions of the Council at the meeting held on the 5th day of October, 2021 and in respect of each motion, resolution and other action passed and taken by the Council at its said meetings, is, except where the prior approval of the Ontario Municipal Board or other body is required, hereby adopted, ratified and confirmed as if all such proceedings were expressly embodied in this by-law.
2. That the Head of Council and proper officers of the Corporation of the Township of Horton are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain appropriate approvals where required, except where otherwise provided, and to affix the Corporate Seal of the Corporation of the Township of Horton to all such documents.
3. That this By-Law shall come into force and take effect upon the passing thereof.

READ a first and second time this 5th day of October, 2021.

READ a third time and passed this 5th day of October, 2021.

MAYOR David M. Bennett

CAO/Clerk Hope Dillabough

RETURN TO AGENDA