



**THE CORPORATION OF THE TOWNSHIP OF HORTON
COUNCIL MEETING – APRIL 6TH, 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. DECLARATION OF PECUNIARY INTEREST

3. CONFIRMATION OF COUNCIL AGENDA

4. DELEGATIONS &/OR PUBLIC MEETINGS – NONE

5. MINUTES FROM PREVIOUS MEETINGS

- | | | |
|-----|---|--------------|
| 5.1 | March 2 nd , 2021 – Regular Council | PG.3 |
| 5.2 | March 11 th , 2021 – Special Council Meeting | PG.9 |
| 5.3 | March 22 nd , 2021 – Budget Workshop Meeting | PG.12 |

6. BUSINESS ARISING FROM MINUTES

7. COMMITTEE REPORTS:

7.1 TRANSPORTATION & ENVIRONMENTAL SERVICES COMMITTEE
▪ **CHAIR WEBSTER**

- | | | |
|--------|--|--------------|
| 7.1.1 | Staff Report – Award Tender PW 2021-01 | PG.14 |
| 7.1.2 | Staff Report – Award Tender PW 2021-02 | PG.16 |
| 7.1.3. | Staff Report – Award Tender PW 2021-03 | PG.18 |

7.2 PLANNING COMMITTEE
▪ **CHAIR CLEROUX**

- | | | |
|-------|--|--------------|
| 7.2.1 | Request to Purchase Unopened Road Allowance – Allan Jamieson | PG.20 |
| 7.2.2 | February & March 2021 Building Report | PG.23 |

7.3 PROTECTIVE SERVICES COMMITTEE
▪ **CHAIR CLEROUX**

- | | | |
|-------|--------------------------------|--------------|
| 7.3.1 | Chair's Report –March 11, 2021 | PG.25 |
| 7.3.2 | Fire Safety Grant Program | PG.26 |

7.4 RECREATION COMMITTEE
▪ **CHAIR HUMPHRIES**

- | | | |
|-------|--------------------------------|--------------|
| 7.4.1 | Chair's Report –March 19, 2021 | PG.45 |
|-------|--------------------------------|--------------|

RETURN TO AGENDA

7.5 COMMUNITY COMMITTEES / COUNTY COUNCIL

7.5.1	Renfrew & Area Seniors Home Support	D. Humphries
7.5.2	Community Safety & Wellbeing Plan Committee	G. Campbell
7.5.3	Health Services Village	D. Bennett
7.5.4	Chamber of Commerce	D. Humphries
7.5.5	County Council	D. Bennett

8. CORRESPONDENCE SUMMARY

8.1 INFORMATION CORRESPONDENCE

8.1.1	CAO/Clerk Information Memo	PG.46
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8.2 ACTION CORRESPONDENCE

8.2.1	Letter of Support – EORN Gig Project	PG.47
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9. BY-LAWS – NONE

10. NOTICE TO FILE MOTION FOR NEXT COUNCIL MEETING

11. COUNCIL/STAFF MEMBERS CONCERNS

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

13. RESOLUTIONS

14. IN CAMERA (Closed) SESSION (as required)

14.1 Pursuant to Section 239(2) (b) and (e) of the Municipal Act,

(b) Litigation or potential litigation – Waste Tender Contract

(b) Litigation or potential litigation – Thomson Rd Road Allowance

(e) Personal matters about an identifiable individual, including municipal or local board employees – Winter Clearing Incident

15. CONFIRMING BY-LAW 2021-19

PG.48

16. ADJOURNMENT

THE CORPORATION OF THE TOWNSHIP OF HORTON

REGULAR COUNCIL MEETING
MARCH 2ND, 2021

There was a Regular Meeting of Council held via Zoom on Tuesday March 2, 2021. Present were Mayor David Bennett, Councillor Doug Humphries, Councillor Cleroux, and Councillor Tom Webster. Staff present was Hope Dillabough, CAO/Clerk, Nathalie Moore, Treasurer, and Nichole Dubeau, Admin/Planning Assistant-Recording Secretary.

Deputy Mayor Glen Campbell sent his regrets,

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. DECLARATION OF PECUNIARY INTEREST

There was no declaration of pecuniary interest.

3. CONFIRMATION OF COUNCIL AGENDA

Moved by Councillor Webster

RESOLUTION NO. 2021-51

Seconded by Councillor Humphries

THAT Council adopt the Agenda for the March 2nd, 2021 Regular Council Meeting.

	Yea	Nay
Mayor Bennett	X	
Councillor Cleroux	X	
Councillor Humphries	X	
Councillor Webster	X	

Carried

4. DELEGATIONS &/or PUBLIC MEETINGS – NONE

5. MINUTES

5.1 February 16th, 2021 – Regular Council

Moved by Councillor Cleroux

RESOLUTION NO. 2021-52

Seconded by Councillor Humphries

THAT Council approve the following Minutes:

- February 16th, 2021 – Regular Council Meeting

	Yea	Nay
Mayor Bennett	X	
Councillor Cleroux	X	
Councillor Humphries	X	
Councillor Webster	X	

Carried

6. BUSINESS ARISING FROM MINUTES

There was no business arising from the minutes.

RETURN TO AGENDA

7. COMMITTEE REPORTS:**7.1 GENERAL GOVERNMENT COMMITTEE**

Public Advisory Members Susan Humphries and Spencer Hopping were present.

Moved by Councillor Humphries
Seconded by Councillor Webster

RESOLUTION NO. 2021-53

THAT Council appoint Councillor Cleroux as Acting Chair of the General Government Committee for the meeting held March 2nd, 2021.

	Yea	Nay
Mayor Bennett	X	
Councillor Cleroux	X	
Councillor Humphries	X	
Councillor Webster	X	

Carried

7.1.1 Financial Departmental Report & Statement

Treasurer Nathalie Moore reviewed the report. She highlighted that 62% of the interim bills have been paid since being mailed out in early February, the online purchasing of dog tags has been going well, and the invoicing of MTO for Fire Department calls has also been successful.

7.1.2 Staff Report – Integrity Commissioner 2020 Report
CAO/Clerk Hope Dillabough reviewed the report.**7.1.3 Staff Report – Healthy Community Initiative**

Admin/Planning Assistant Nichole Dubeau reviewed the report. Public Advisory Member Susan Humphries questioned if a second sign, for the Municipal Office, should be applied for in addition to the Community Centre sign. Council members were in agreeance that two digital signs be applied for.

7.1.4 Staff Report – Starlink Internet Service

Admin/Planning Assistant Nichole Dubeau reviewed the report. Mayor Bennett stated that the service should be looked into for the Community Centre, for residents to use in the parking lot. Staff is to bring a report back with further information.

7.1.5 Staff Report – Community Settlement Initiative

Admin/Planning Assistant Nichole Dubeau reviewed the report.

7.2 RECREATION COMMITTEE**7.2.1 Chair's Report – February 19, 2021**

Chair Humphries reviewed the report.

7.3 COMMUNITY COMMITTEES / COUNTY COUNCIL**7.3.1 Renfrew & Area Seniors Home Support**

Mayor Bennett stated that they are offering an income tax program again this year to help seniors file their taxes.

7.3.2 Community Safety & Wellbeing Plan Committee

There was no update.

7.3.3 Health Services Village

There was no update.

7.3.4 Chamber of Commerce

Councillor Humphries stated that AGM is on March 9th.

RETURN TO AGENDA

7.3.5 County Council

Mayor Bennett stated that the County of Renfrew recommended to remove the buffer around settlement areas to prevent development. The recognition for Del O'Brien for his induction into the Ontario Agriculture Hall of Fame in the County of Renfrew's Council Meeting from February 24 was presented to Council.

8. CORRESPONDENCE SUMMARY**8.1 INFORMATION CORRESPONDENCE**8.1.1 CAO/Clerk Information Memo

Discussion went around the table with information previously distributed. Mayor Bennett stated that he was the County's new Chair for the Ottawa Valley Tourist Association.

8.2 ACTION CORRESPONDENCE – None**9. BYLAWS – NONE****10. NOTICE TO FILE MOTION FOR NEXT COUNCIL – NONE****11. COUNCIL/STAFF MEMBERS CONCERNS**

Councillor Webster thanked the Public Works staff and the Fire Department for their work the last few weeks, especially.

12. MOTION FOR RECONSIDERATION – NONE**13. RESOLUTIONS**

Moved by Councillor Webster

RESOLUTION NO. 2021-54

Seconded by Councillor Humphries

THAT Council receive the Financial Departmental Report & Statement as information.

	Yea	Nay
Mayor Bennett	X	
Councillor Cleroux	X	
Councillor Humphries	X	
Councillor Webster	X	

Carried

Moved by Councillor Humphries

RESOLUTION NO. 2021-55

Seconded by Councillor Cleroux

THAT Council of the Township of Horton receive the Integrity Commissioner's 2020 Annual Report, as submitted.

	Yea	Nay
Mayor Bennett	X	
Councillor Cleroux	X	
Councillor Humphries	X	
Councillor Webster	X	

Carried

RETURN TO AGENDA

Moved by Councillor Webster
Seconded by Councillor Humphries

RESOLUTION NO. 2021-56

THAT Council accept the Canada Healthy Communities Initiative Grant report as information;

AND THAT Council direct staff to apply for funding for two digital signs for the Community Centre and the Municipal Office.

	Yea	Nay
Mayor Bennett	X	
Councillor Cleroux	X	
Councillor Humphries	X	
Councillor Webster	X	

Carried

Moved by Councillor Humphries
Seconded by Councillor Webster

RESOLUTION NO. 2021-57

THAT Council accept the Starlink High-Speed Internet report as information;

AND THAT Staff prepare and bring back a plan to provide to Council for approval to bring Starlink to the Community Centre for stronger internet services and to provide access to the public;

AND FURTHER THAT this is intended to be funded from the Modernization Reserves.

	Yea	Nay
Mayor Bennett	X	
Councillor Cleroux	X	
Councillor Humphries	X	
Councillor Webster	X	

Carried

Moved by Councillor Cleroux
Seconded by Councillor Webster

RESOLUTION NO. 2021-58

THAT Council accept the Community Settlement Initiative Training report as information.

	Yea	Nay
Mayor Bennett	X	
Councillor Cleroux	X	
Councillor Humphries	X	
Councillor Webster	X	

Carried

Moved by Councillor Humphries
Seconded by Councillor Cleroux

RESOLUTION NO. 2021-59

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

	Yea	Nay
Mayor Bennett	X	
Councillor Cleroux	X	
Councillor Humphries	X	
Councillor Webster	X	

Carried**RETURN TO AGENDA**

Moved by Councillor Webster
Seconded by Councillor Humphries

RESOLUTION NO. 2021-60

THAT Council receive the reports for Community Committees and County Council as information.

	Yea	Nay
Mayor Bennett	X	
Councillor Cleroux	X	
Councillor Humphries	X	
Councillor Webster	X	

Carried

Moved by Councillor Humphries
Seconded by Councillor Webster

RESOLUTION NO. 2021-61

THAT Council accept the CAO/Clerk's Information Memo for March 2nd, 2021.

	Yea	Nay
Mayor Bennett	X	
Councillor Cleroux	X	
Councillor Humphries	X	
Councillor Webster	X	

Carried**14. IN CAMERA (Closed) SESSION**

Moved by Councillor Humphries
Seconded by Councillor Cleroux

RESOLUTION NO. 2021-62

THAT Council went into a Closed Session Meeting at 5:30 p.m. to discuss the following items pursuant to Section 239(2) (b) and (e) of the Municipal Act;

- (b) Personal matters about an identifiable individual, including municipal or local board employees – Planning.
- (e) Litigation or potential litigation – Waste Tender Contract.

	Yea	Nay
Mayor Bennett	X	
Councillor Cleroux	X	
Councillor Humphries	X	
Councillor Webster	X	

Carried

Moved by Councillor Webster
Seconded by Councillor Cleroux

RESOLUTION NO. 2021-63

THAT Council came out of Closed (In-Camera) Session at 6:11 p.m. and discussed items pertaining to:

- (b) Personal matters about an identifiable individual, including municipal or local board employees – Planning.
- (e) Litigation or potential litigation – Waste Tender Contract.

	Yea	Nay
Mayor Bennett	X	
Councillor Cleroux	X	
Councillor Humphries	X	
Councillor Webster	X	

Carried**RETURN TO AGENDA**

15. CONFIRMING BYLAW

Moved by Councillor Humphries
Seconded by Councillor Cleroux

RESOLUTION NO. 2021-64

THAT Council enact By-law 2020-16 – Confirming By-Law.

	Yea	Nay
Mayor Bennett	X	
Councillor Cleroux	X	
Councillor Humphries	X	
Councillor Webster	X	

Carried

16. ADJOURNMENT

Mayor Bennett declared the meeting adjourned at 6:12 p.m.

MAYOR David M. Bennett

CAO/CLERK Hope Dillabough

THE CORPORATION OF THE TOWNSHIP OF HORTON

Special Council MeetingMarch 11th, 2021

4:00 p.m.

There was a Special Meeting of Council held virtually via Zoom on Monday March 22nd, 2021. Present were Mayor David Bennett, Councillor Doug Humphries, and Councillor Tom Webster. Staff present was Hope Dillabough, CAO/Clerk and Nichole Dubeau, Admin/Planning Assistant-Recording Secretary.

Deputy Mayor Glen Campbell sent his regrets.

1. CALL TO ORDER & ROLL CALL

Mayor Bennett called the meeting to order at 4:00 p.m. and performed roll call.

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

2. CONFIRMATION OF COUNCIL AGENDA

Moved by Councillor Humphries

RESOLUTION NO. 2021-65

Seconded by Councillor Webster

THAT Council adopt the Agenda for the March 11th, 2021 Special Council Meeting.

	Yea	Nay
Mayor Bennett	X	
Councillor Humphries	X	
Councillor Webster	X	

Carried**3. DECLARATION OF PECUNIARY INTEREST**

There was no declaration of pecuniary interest.

4. SUBDIVISION CONCEPT PLAN – DEREK MCGRIMMON

Brian Whitehead, Director of Planning from Jp2g Consultant Inc was present.

Councillor Lane Cleroux was present at 4:06 p.m.

CAO/Clerk Hope Dillabough reviewed the report for Council. Brian Whitehead, Jp2g Director of Planning, summarized what Mr. McGrimmon's plan for development was. The main topic of discussion was the water and sewer service for the homes and the possibility of an agreement with the Town of Renfrew to use their utilities. After Council discussion, Mr. Whitehead is to have Mr. McGrimmon bring back a detailed concept plan of the expanded subdivision and formal request to both Horton and the Town of Renfrew for further discussion.

5. TES CHAIR'S REPORT – MARCH 3, 2021

Councillor Webster reviewed the report.

RETURN TO AGENDA

Moved by Councillor Cleroux
Seconded by Councillor Humphries

RESOLUTION NO. 2021-66

THAT Council accept the TES Committee Chair’s Report as information.

	Yea	Nay
Mayor Bennett	X	
Councillor Cleroux	X	
Councillor Humphries	X	
Councillor Webster	X	

Carried

Moved by Councillor Webster
Seconded by Councillor Humphries

RESOLUTION NO. 2021-67

THAT upon recommendation from the TES Committee, Council agree to award PW 2020-07 Thompsonhill Detailed Design Services to JP2G Consultants Inc for the total upset limit of \$60,409.80 including HST;

AND THAT this be funded from the Modernization Reserve.

	Yea	Nay
Mayor Bennett	X	
Councillor Cleroux	X	
Councillor Humphries	X	
Councillor Webster	X	

Carried

Moved by Councillor Humphries
Seconded by Councillor Webster

RESOLUTION NO. 2021-68

THAT upon recommendation from the TES Committee, Council agree to re-issue a Request for Quotations for the Supply of Fuel and Propane.

	Yea	Nay
Mayor Bennett	X	
Councillor Cleroux	X	
Councillor Humphries	X	
Councillor Webster	X	

Carried

Moved by Councillor Webster
Seconded by Councillor Cleroux

RESOLUTION NO. 2021-69

THAT upon recommendation from the TES Committee, Council have the spreader controls in Truck #14, the 2018 Western Star Tandem, upgraded from a Dickey John to an ACE Ecobite II;

AND THAT the upgrade estimated at \$3,171.63 plus installation be funded through the Modernization Reserves;

FURTHER THAT the funds from the sale of the Dickey John be directed back into the Modernization Reserves.

	Yea	Nay
Mayor Bennett	X	
Councillor Cleroux	X	
Councillor Humphries	X	
Councillor Webster	X	

Carried

6. COUNCIL/STAFF MEMBERS' CONCERNS

Councillor Humphries questioned the amount of funds remaining in the Modernization Reserves. CAO/Clerk Hope Dillabough stated that about 50% has been used. Mayor Bennett stated that the COVID-19 vaccination is now in the County of Renfrew and available for a certain category of residents. He added that staff is working on an information page for people who do not have access to the internet to book appointments, or family to assist them, that there are other ways to book.

7. CONFIRMING BYLAW

Moved by Councillor Humphries

RESOLUTION NO. 2021-70

Seconded by Councillor Cleroux

THAT Council enact By-law 2021-17 – Confirming By-Law.

	Yea	Nay
Mayor Bennett	X	
Councillor Cleroux	X	
Councillor Humphries	X	
Councillor Webster	X	

Carried

8. ADJOURNMENT

Mayor Bennett declared the meeting adjourned at 4:45 p.m.

MAYOR David Bennett

CAO/CLERK Hope Dillabough

THE CORPORATION OF THE TOWNSHIP OF HORTON

Budget Workshop MeetingMarch 22nd, 2021

4:00 p.m.

There was a Budget Workshop Meeting held virtually via Zoom on Monday March 22nd, 2021. Present were Mayor David Bennett, Deputy Mayor Glen Campbell, Councillor Doug Humphries, Councillor Lane Cleroux and Councillor Tom Webster. Staff present was Hope Dillabough, CAO/Clerk, Nathalie Moore, Treasurer, Adam Knapp, Public Works Manager, Allan Cole, Fire Chief and Nichole Dubeau, Admin/Planning Assistant-Recording Secretary.

Public Advisory members Susan Humphries, Spencer Hopping, and Sharon Bennett were present.

Public Advisory members Tyler Anderson and John Purdon were present at 4:03 p.m.

1. CALL TO ORDER & ROLL CALL

Mayor Bennett called the meeting to order at 4:00 p.m. and performed roll call.

2. CONFIRMATION OF COUNCIL AGENDA

Moved by Councillor Humphries

RESOLUTION NO. 2021-71

Seconded by Deputy Mayor Campbell

THAT Council adopt the Agenda for the March 22nd, 2021 Special Council Meeting.

	Yea	Nay
Mayor Bennett	X	
Deputy Mayor Campbell	X	
Councillor Cleroux	X	
Councillor Humphries	X	
Councillor Webster	X	

Carried**3. DECLARATION OF PECUNIARY INTEREST**

There was no declaration of pecuniary interest.

4. 2021 BUDGET PRESENTATION

Treasurer Nathalie Moore reviewed the presentation. She highlighted that the 2% levy increase is \$49,986.00 which works out to an average of \$25.40 per property with the average assessment of \$233,000. She also touched on the Curbside Recycling Collection and how to keep the cost down for ratepayers again in 2021, which is to use the Working Funds Reserve to offset the increase and then replenish the account at year-end if there is a departmental surplus. There was brief discussion on whether the funds should be paid upfront or to use reserves again to keep the low cost for ratepayers. Mayor Bennett stated that ratepayers and businesses are taking on financial burdens with COVID-19 and that the Township should assist in anyway and using reserves could do that. After Council discussion, it was determined that the budget would stay at staff's proposed 2% increase.

RETURN TO AGENDA

Moved by Councillor Humphries

RESOLUTION NO. 2021-72

Seconded by Councillor Cleroux

THAT Council receive the 2021 Budget Presentation as information.

	Yea	Nay
Mayor Bennett	X	
Deputy Mayor Campbell	X	
Councillor Cleroux	X	
Councillor Humphries	X	
Councillor Webster	X	

Carried

5. 2021 CAPITAL FINANCING

Treasurer Nathalie Moore reviewed the report.

Moved by Deputy Mayor Campbell

RESOLUTION NO. 2021-73

Seconded by Councillor Webster

THAT Council receive the 2021 Capital Financing Report as information.

	Yea	Nay
Mayor Bennett	X	
Deputy Mayor Campbell	X	
Councillor Cleroux	X	
Councillor Humphries	X	
Councillor Webster	X	

Carried

6. COUNCIL/STAFF MEMBERS' CONCERNS

Fire Chief Allan Cole stated that the Province has announced that there will be a few grants that will become available to apply for from the Fire Department.

7. CONFIRMING BYLAW

Moved by Deputy Mayor Campbell

RESOLUTION NO. 2021-74

Seconded by Councillor Humphries

THAT Council enact By-law 2021-18 – Confirming By-Law.

	Yea	Nay
Mayor Bennett	X	
Deputy Mayor Campbell	X	
Councillor Cleroux	X	
Councillor Humphries	X	
Councillor Webster	X	

Carried

8. ADJOURNMENT

Mayor Bennett declared the meeting adjourned at 5:19 p.m.

MAYOR David Bennett

CAO/CLERK Hope Dillabough

RETURN TO AGENDA



**Township of Horton
COUNCIL / COMMITTEE REPORT**

Title: Award of PW 2021-01 Supply of One (2500 series Regular Cab Truck with Snowplow	Date:	April 6 th 2021
	Council/Committee:	Council
	Author:	Adam Knapp, Public Works Manager
	Department:	Public Works

RECOMMENDATIONS:

THAT Council agrees with Staff recommendation to reject the bid submission for PW 2021-01, Supply of One (1) new 2500 series Regular Cab Truck with Snowplow from Urban Ford for the amount of \$73,683.01 including HST.

AND THAT Council agree to re-issue the Tender later this year and that staff separate the Snowplow and Truck supply Tenders into two separate supply Tenders.

BACKGROUND:

The Tender was released in late February and received only one submission. Staff called many local dealerships to notify them of the release and also placed ads in OV Business and Bidding. The bid submission came in over the budgeted amount of \$65,000. Staff believe that the bid submitted is inflated to reflect the lack of market supply and that the current fleet will meet the needs of the Township, temporarily, until the market stabilizes.

ALTERNATIVES:

N/A

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

Unofficial results

CONSULTATIONS:

Hope Dillabough / CAO
Nathalie Moore / Treasurer

Author: 
signature

Other: _____
signature

Treasurer: 
signature

C.A.O. 
signature



The Corporation of the Township of Horton

Tender Opening Checklist

Description – Supply of One (1) New 2500 Series Regular Cab Truck with Snowplow

Deposit Required – NO

Tender - PW 2021-01

Present for Opening: Adam Knapp (P.W. Manager), Mayor Bennett, Councilor Webster, Nikky Dubeau (Planning / Administration Assistant)

Bidding Company	Was envelope sealed? YES/NO	Envelope Addressed Properly YES/NO	Total Price \$ (Page # 3)	HST \$ (Page #13)	Proposal Accepted or Rejected
Urban Ford	YES	YES	\$73,683.01	\$8,876.81	A
			\$	\$	
			\$	\$	
			\$	\$	
			\$	\$	
			\$	\$	
			\$	\$	
			\$	\$	

RETURN TO AGENDA



**Township of Horton
COUNCIL / COMMITTEE REPORT**

Title: Award of PW 2021-02 Supply and Haul of Pit Run and Granular "M"	Date:	April 6 th 2021
	Council/Committee:	Council
	Author:	Adam Knapp, Public Works Manager
	Department:	Public Works

RECOMMENDATIONS:

THAT Council agrees with Staff and award PW 2021-02, Supply and Haul of Pit Run and Granular "M", to Bonnechere Excavating Incorporated for the amount of \$46,735.67 including HST.

BACKGROUND:

The Tender was released in late February and received 6 submissions. The bidding for this supply Tender were extremely competitive and resulted in the Township receiving a quoted price for Granular "M" that is significantly lower per tonne than in recent years.

ALTERNATIVES:

N/A

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

Unofficial results

CONSULTATIONS:

Hope Dillabough / CAO
Nathalie Moore / Treasurer

Author: 
signature

Other: _____
signature

Treasurer: 
signature

C.A.O.: 
signature



The Corporation of the Township of Horton

Proposal Opening Checklist

Description –Supply and Haul of Pit Run and Granular “M”

Deposit Required – Yes 10% of the total

Tender - PW 2021-02

Present for Opening: Adam Knapp (P.W. Manager), Mayor Bennett, Councilor Webster, Nikky Dubeau (Planning / Administration Assistant)

Bidding Company	Was envelope sealed? YES/NO	Envelope Addressed Properly YES/NO	Was the Deposit supplied? YES/NO	Deposit Amount (Page #8)	Deposit Amount Correct? YES/NO	Total Price \$ (Page #1 or #8)	HST \$ (Page #8)	Proposal Accepted or Rejected
H & H Construction	yes	yes	yes	\$ 5,479.14	yes	\$ 54,791.44	\$6,303.44	A
McCrea Excavating	yes	yes	yes	\$7,458.00	yes	\$ 74,580.00	\$8,580.00	A
R.G.T. Construction Ltd.	yes	yes	yes	\$10,000.00 <small>Over 10% of total</small>	no	\$ 53,508.89	\$6,155.89	A
B.R. Fulton Construction	yes	yes	yes	\$7,000.00 <small>Over 10% of total</small>	no	\$ 59,805.25	\$6,880.25	A
BEI	yes	yes	yes	\$6,500.00 <small>Over 10% of total</small>	no	\$ 46,735.67	\$5,376.67	A
GP Splinters	yes	yes	yes	\$4,551.00 <small>Under 10% of total</small>	no	\$ 51,431.95	\$5,916.25	R

RETURN TO AGENDA



**Township of Horton
COUNCIL / COMMITTEE REPORT**

Title: Award of PW 2021-03 Whitton Road (South) Rehabilitation	Date:	April 6th 2021
	Council/Committee:	Council
	Author:	Adam Knapp, Public Works Manager
	Department:	Public Works

RECOMMENDATIONS:

THAT Council agrees with Staff and award PW 2021-03, Whitton Road (South) Rehabilitation to B.R. Fulton Construction Ltd. for the amount of \$180,996.62 including HST.

BACKGROUND:

The Tender was released in late February and received 6 submissions. The bidding for this Tender was also extremely competitive resulting in the Township having sufficient funds to potentially extend the paved surface the entire length of the road, 1.6 kms.

ALTERNATIVES:

N/A

FINANCIAL IMPLICATIONS:

\$180,966.62

ATTACHMENTS:

Unofficial results

CONSULTATIONS:

Hope Dillabough / CAO
Nathalie Moore / Treasurer

Author: 
signature

Other: _____
signature

Treasurer: 
signature

C.A.O. 
signature



The Corporation of the Township of Horton

Proposal Opening Checklist

Description – Whitton Road (South) Rehabilitation

Deposit Required – Yes 10% of the total

Tender - PW 2021-03

Present for Opening: Adam Knapp (P.W. Manager), Mayor Bennett, Councilor Webster, Nikky Dubeau (Planning and Admin Assistant)

Bidding Company	Was envelope sealed? YES/NO	Envelope Addressed Properly YES/NO	Was the Deposit supplied? YES/NO	Deposit Amount \$ (Page #11)	Deposit Amount Correct? YES/NO	Total Price \$ (Page #11)	HST \$ (Page #11)	Proposal Accepted or Rejected
R.G.T Construction Ltd	yes	yes	yes	\$65,000.00 Over 10% of total	no	\$247,825.95	\$28,510.95	A
BEI Inc	yes	yes	yes	\$30,000.00 Over 10% of total	no	\$267,233.70	\$30,743.70	A
Miller Paving Ltd	yes	yes	yes	\$30,000.00 Over 10% of total	no	\$198,799.32	\$22,870.72	A
B.R. Fulton Construction	yes	yes	yes	\$30,000.00 Over 10% of total	no	\$180,996.62	\$20,822.62	A
H and H Construction	yes	yes	yes	\$25,000.00 Over 10% of total	no	\$182,783.51	\$21,028.19	A
Greenwood Paving	yes	yes	yes	\$25,000.00 Over 10% of total	no	\$181,954.86	\$20,932.86	A

RETURN TO AGENDA

February 25, 2021

Council of the Horton Township
Horton Township
2253 Johnston Rd
Renfrew, ON

To whom it may concern,

I am writing to you in regards to our landlocked property off of the end of Goshen Road, more specifically part of lot 9 concession 4 (property number 474600002013000). We are seeking the opportunity to gain access to our property by purchasing the undeveloped road allowance/right of way from the end of Goshen Road to our property.

Our property is currently landlocked by adjacent land owners and thus we are experiencing difficulties accessing our property. Our property was first landlocked due to the Highway 17 Bypass construction. My father, Irvin Jamieson, understood the amount of growth that Renfrew and Horton could eventually see, hence selling land in order to allow the opportunity for highway expansion. With that said, he was also told that with such construction happening on our previously owned property, that proper property access would be given, but this was not completed. My father kept the parcel of land to join up to the right of way access road that we are currently unable to use due to the landlock situation.

While in previous conversations with members of the council, it was discussed that an agreement could be obtained in regards to accessing our property off of Goshen Road. As our family continues to grow, we want our children and grandchildren to be able to use the property, but due to the current situation they are unable to. It is our goal to be able to access our property freely with the purchase of undeveloped Goshen Road right of way.

My family and I would be more than happy to speak with you more about our situation and hopefully we will be able to come to an agreement that benefits all parties.

Sincerely,

Allan Jamieson and Jamieson Family,

Allan Jamieson
281 Lime Kiln Rd
Horton ON
K7V 0A5
613-312-9892

RETURN TO AGENDA

Township Of HortonFEBRUARY 2021 BUILDING REPORT

Month	No. of Permits	2021 Value of Permits	2020 Value of Permits	2019 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	0	\$ -	\$ 310,000	\$0							
February	6	\$ 785,000	\$ -	\$604,000	1	4	1			3,370	0
March			\$ 40,000	\$375,000							
April			\$ 1,150,000	\$636,000							
May			\$ 1,176,000	\$820,000							
June			\$ 956,000	\$863,000							
July			\$ 938,000	\$890,000							
August			\$ 775,500	\$198,000							
September			\$ 707,000	\$695,000							
October			\$ 724,500	\$740,000							
November			\$ 400,000	\$360,000							
December			\$ 162,000	\$0							
TOTALS	6	\$ 785,000	\$ 7,339,000	\$6,181,000	1	4	1	0	0	3,370	0

RETURN TO AGENDA

Township Of HortonMARCH 2021 BUILDING REPORT

Month	No. of Permits	2021 Value of Permits	2020 Value of Permits	2019 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	0	\$ -	\$ 310,000	\$0							
February	6	\$ 785,000	\$ -	\$604,000	1	4	1			3,370	0
March	5	\$ 1,340,000	\$ 40,000	\$375,000	1	1	3		1	11,683	0
April			\$ 1,150,000	\$636,000							
May			\$ 1,176,000	\$820,000							
June			\$ 956,000	\$863,000							
July			\$ 938,000	\$890,000							
August			\$ 775,500	\$198,000							
September			\$ 707,000	\$695,000							
October			\$ 724,500	\$740,000							
November			\$ 400,000	\$360,000							
December			\$ 162,000	\$0							
TOTALS	11	\$ 2,125,000	\$ 7,339,000	\$6,181,000	2	5	4	0	1	15,053	0

RETURN TO AGENDA



Township of Horton COUNCIL / COMMITTEE REPORT

Title: Fire Safety Grant Program	Date:	April 6 th , 2021
	Council/Committee:	Council
	Author:	Hope Dillabough, CAO/Clerk
	Department:	Fire

RECOMMENDATIONS:

THAT Council of the Township of Horton approve and support the proposal submitted by the Fire Chief regarding the utilization of the allocated grant funds of \$5300.00 to provide increased training opportunities within the Horton Fire Department;

AND THAT Council direct the CAO/Clerk to enter into the Fire Safety Grant Transfer Payment Agreement with Her Majesty the Queen in right of Ontario as represented by the Office of the Fire Marshal.

BACKGROUND:

On March 11th, Staff received a Memo from the Ontario Fire Marshal, Jon Pegg, announcing the Fire Safety Grant Program. This one-time grant is for municipal fire services to assist in addressing challenges associated with training and virtual inspections due to the Covid-19 pandemic. This grant is to support fire services through this period of uncertainty and ongoing challenges as it pertains to training and fire code enforcement.

Fire Chief Cole submitted an application with a proposal to use these funds to enhance the knowledge-based component of the Fire training program through their existing online training program with ATS Training. Fire Chief Cole was successful with his application submission. Further, to receive these funds Council is required, by resolution, to approve Horton’s proposal for utilization of the funds and direct staff to enter into a Transfer Payment Agreement. This needs to be done by the prescribed deadline of April 30th, 2021.

The Township of Horton is eligible to receive up to \$5300.00 as part of this program.

FINANCIAL IMPLICATIONS: \$5300.00 grant funding to be received.

ATTACHMENTS:

- Office of the Fire Marshal – Fire Safety Grant Application Form
- LTR – Office of the Fire Marshal – March 29th, 2021
- Transfer Payment Agreement – Office of the Fire Marshal

CONSULTATIONS: Fire Chief Cole

Author: 
signature

Other: _____
signature

Treasurer: _____
Other: 

RETURN TO AGENDA



**Ministry of
Community Safety and
Correctional Services**

Office of the
Fire Marshal and
Emergency Management

25 Morton Shulman Avenue
Toronto ON M3M 0B1
Tel: 647-329-1100
Fax: 647-329-1143

**Ministère de la
Sécurité communautaire et
des Services correctionnels**

Bureau du
commissaire des incendies et
de la gestion des situations d'urgence

25, Avenue Morton Shulman
Toronto ON M3M 0B1
Tél. : 647-329-1100
Télééc. : 647-329-1143

March 29, 2021

Allan Cole
Township of Horton
2253 Johnston Road, R.R.5
Renfrew, ON K7V3Z8

Dear Allan Cole,

Further to ongoing discussions regarding the Fire Safety Grant Program, I am writing to confirm that the fire service has agreed (in principle) to utilizing its grant allocation to support its intended purpose as outlined below.

The Township of Horton will be provided a total of \$5,300.00 to support:

- Increased training opportunities

This aligns with the intended purpose of Fire Safety Grant Program.

As part of this process, formalization of the grant allocation and the Transfer Payment Agreement is required and will be tabled by you for your municipal council at its next meeting.

The Office of the Fire Marshal will reach out to finalize and execute the Transfer Payment Agreement once municipal council has had the opportunity to approve your proposal for spending the funds provided.

Sincerely,

Jon Pegg
Fire Marshal

Instructions to the Municipal Representative:

Please complete and submit a copy of this document to our office at ofm@ontario.ca by no later than March 31, 2021.

I hereby accept the grant allocation and proposed strategy for utilization, pending approval by Township of Horton as outlined above.

Print Name: Allan Cole	Title: Fire Chief	Signature:	Date: March 30, 2021
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RETURN TO AGENDA



Office of the Fire Marshal

2020/2021 Fire Safety Grant Application Form

Instructions:

1. Please ensure that all fields are completed as part of this grant application form.
2. If you require more space, please adjust the text boxes as needed.
3. If you wish to split the grant between supporting training and supporting a virtual inspection program to enhance your existing in-person inspection program, please complete both sections below.
4. Please email completed application to ofm@ontario.ca
5. **Applications must be received no later than 1700hrs on March 19, 2021.**
6. If you have any questions, please contact your Fire Protection Adviser.

Name of Municipality	Township of Horton
Name of Fire Department	Horton Fire Department
Municipal Mailing Address	2253 Johnston Road, R.R.5 Renfrew, ON K7V 3Z8
Name of Fire Chief	Allan Cole
Email Address for Fire Chief	firechief@hortontownship.ca
Fire Safety Grant Allocation Amount	\$5,300.00

For those departments who wish to use the grant to support training, please provide a brief description of how the grant will be allocated, including the dollar amount. Please provide a brief overview of the training being provided, mode of delivery (online, Regional Training Centre, Learning Contract, other) and estimated timelines for completion. Please refer to the Fire Marshal Memo issued on March 11th, 2021 for additional information regarding eligible expenses. Please add extra lines to expand the text box below, if needed.

Horton Fire Department (HFD) is planning to use this funding opportunity to enhance the knowledge-based component of our training program through our existing **online training program** with ATS Training. We hope to use this funding to purchase a **Panasonic Tough Book** valued at **\$4622.99 + tax**. The rationale for this purchase is as follows:

- Not all our firefighters have access to reliable broadband services in the area and this inhibits the online learning process when firefighters are taking courses from their home.
- Not all our firefighters have their own personal computers set up in such a way to access or receive this training. (although most everyone has a cellular device, that application is not conducive to the type of training provided.)

RETURN TO AGENDA



Office of the Fire Marshal 2020/2021 Fire Safety Grant Application Form

- Having a laptop with robust capabilities that we could load the programming on and send out as a loaner to individual firefighters would counter this concern. Completed training can be saved on the laptop and downloaded back into our training register at the Fire Hall.
- The particular device we have chosen also has a wide variety of uses "Post Pandemic". As we transition from home based/online learning back into the more traditional training procedures, we will be able to use this laptop for both the knowledge component of the training and also as a record keeping device for the practical portions of the training, allowing us to do away with the paper on clipboard approach when documenting individual and group practical evolutions.

Basically, I would state that this piece of equipment has the capacity to enhance our current training capabilities and record keeping and has multiple advantages to other applications within our Department.

Respectfully Submitted,

J. Allan Cole
Fire Chief
Horton Fire Department

For those departments who wish to use the grant to support a virtual inspection program to enhance your existing in-person inspection program, please provide a brief description of how the grant will be allocated, including the dollar amount. Please provide a brief overview of the compliance activities and how it will be administered at the department level, including potential rollout. Please refer to Fire Marshal Memo issued on March 11th, 2021 for additional information regarding eligible expenses. Please add extra lines to expand the text box below, if needed.

[RETURN TO AGENDA](#)



Office of the Fire Marshal 2020/2021 Fire Safety Grant Application Form

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Name of Application Submitter	<i>Allan Cole</i>
Title	<i>Fire Chief</i>
Signature	
Date	<i>2021-03-18</i>

FIRE SAFETY GRANT TRANSFER PAYMENT AGREEMENT

THE AGREEMENT, effective as of the Click or tap here to enter text. day of Choose an item., 20Click or tap here to enter text. (the “**Effective Date**”)

B E T W E E N :

**Her Majesty the Queen in right of Ontario
as represented by the Office of the Fire Marshal**

(the “**Province**”)

- and -

Township of Horton

(the “**Recipient**”)

CONSIDERATION

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

1.0 ENTIRE AGREEMENT

1.1 The agreement, together with:

Schedule “A” - General Terms and Conditions
 Schedule “B” - Project Specific Information and Additional Provisions
 Schedule “C” - Project
 Schedule “D” - Budget
 Schedule “E” - Reports, and
 any amending agreement entered into as provided for in section 3.1,

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 In the event of a conflict or inconsistency between the Additional Provisions and Schedule “A”, the Additional Provisions will prevail.

RETURN TO AGENDA

3.0 AMENDING THE AGREEMENT

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

4.0 ACKNOWLEDGEMENT

4.1 The Recipient acknowledges that:

- (a) 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);
- (b) the Province is not responsible for carrying out the Project; and
- (c) 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.

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

**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO as represented by the Office of the Fire
Marshal**

Click or tap here to enter text.

Date

Signature: _____

Name: Douglas Browne

Title: Deputy Fire Marshal

Township of Horton

Click or tap here to enter text.

Date

Signature: _____

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

I have authority to bind the Recipient.

SCHEDULE “A”
GENERAL TERMS AND CONDITIONS

A1.0 DEFINITIONS

A1.1 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 3.1.

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

“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 March 31, 2021 and ending on August 31, 2021; and

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

“Indemnified Parties” means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees and employees.

“Maximum Funds” means the maximum Funds 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, and includes any such period or periods of time by which the Province extends that time.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

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

“**Reports**” means the reports described in Schedule “E”.

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 the full power and authority to enter into the Agreement and has taken all necessary actions to authorize the execution of the Agreement;
- (c) it has, and will continue to have the experience and expertise necessary to carry out the Project;
- (d) 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
- (e) 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 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; and
- (f) procedures to enable the preparation and submission of all Reports required pursuant to Article A6.0.

A3.0 TERM OF THE AGREEMENT

A3.1 Term. The term of the Agreement will commence on March 31, 2021 and will expire on the Expiry Date.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 Funds Provided. The Province will:

- (a) provide the Recipient up to the Maximum Funds allocated as part of this grant exercise;
- (b) provide the Funds to the Recipient in accordance with the payment plan set out in Schedule “D”; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 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 or will be funded or reimbursed by one or more of any third party, ministry, agency or organization of the Government of Ontario.

A5.0 CONFLICT OF INTEREST

A5.1 No Conflict of Interest. The Recipient will carry out the Project and use the Funds without a conflict of interest. The Recipient will disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

A6.0 REPORTING, ACCOUNTING AND REVIEW

A6.1 Preparation and Submission. The Recipient will submit to the Province at the address referred to in section A15.1, all Reports in accordance with the timelines and content requirements provided for in Schedule “E”, or in a form as specified by the Province from time to time.

A6.2 **Record Maintenance.** The Recipient will keep, maintain and make available to the Province, its authorized representatives or an independent auditor identified by the Province for inspection and copying:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

A7.0 COMMUNICATIONS REQUIREMENTS

A7.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will acknowledge the support of the Province for the Project in a form and manner as directed by the Province.

A7.2 **Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A8.0 INDEMNITY

A8.1 **Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A9.0 INSURANCE

A9.1 **Recipient's 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 provided for in Schedule "B" per occurrence. The 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) a 30 day written notice of cancellation.

A9.2 Proof of Insurance. If requested, the Recipient will provide the Province with certificates of insurance, or other proof as may be requested by the Province, that confirms the insurance coverage as provided for in section A9.1.

A10.0 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

A10.1 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 material 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 A6.1, Reports or such other reports as may have been requested by the Province;
- (b) the Recipient's operations, its financial condition, or its organizational structure, 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; or
- (d) the Recipient ceases to operate.

A10.2 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; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A10.3 **When Termination Effective.** Termination under this Article will take effect as provided for in the Notice.

A11.0 FUNDS AT THE END OF A FUNDING YEAR

A11.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A12.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

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

A12.0 FUNDS UPON EXPIRY

A12.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

A13.0 NOTICE

A13.1 **Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery or fax, and will be addressed to the Province and the Recipient respectively as provided for in Schedule "B", or as either Party later designates to the other by Notice.

A13.2 **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 email, personal delivery or fax, one business day after the Notice is delivered.

A14.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A14.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

A15.0 INDEPENDENT PARTIES

A15.1 **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.

A16.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A16.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights, or obligations under the Agreement. All rights and obligations contained in the Agreement will extend to and be binding on the Parties' permitted assigns.

A17.0 GOVERNING LAW

A17.1 **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.

A18.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A18.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a "**Failure**");
- (b) has been provided with notice of such Failure in accordance with the

TP Agreement – Shortened

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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.

A19.0 SURVIVAL

A19.1 **Survival.** All Articles and sections, and all applicable cross-referenced 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.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"

PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$5,300.00
Expiry Date	August 1, 2021
Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the Province	Position: Address: Fax: Email:
Contact information for the purposes of Notice to the Recipient	Position: Address: Fax: Email:
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	Position: Address: Fax: Email:

Additional Provisions:

(None)

SCHEDULE “C” PROJECT

The Municipal Fire Protection Grant has been established to provide critical support to municipalities in 2020-21 to offset costs and potential barriers for issues stemming from the COVID-19 pandemic. Such issues include access to training, and equipment or other critical upgrades that are needed at the local level to support virtual inspections.

Ontario’s fire departments vary in size and capacity and they all serve different communities that each present different levels of risk. There is a significant cost to ensure that every department has skilled first responders who are adequately trained and equipped to meet the needs of their community.

Funding could represent the difference in allowing fire departments to train more staff, purchase much needed equipment to allow them to adapt and respond to COVID-19 related risks in their communities in a way that ensures both community and personnel safety.

The use of the one-time 2020-21 Municipal Fire Protection Grant will focus on the needs of municipal fire departments to ensure community safety with a focus on issues that have presented due to the COVID-19 pandemic, including:

- Training to offset the pressures in training as a result of the COVID-19 pandemic.
- Specialty training to respond to the dynamics of the COVID-19 pandemic and the need to ensure fire safety in their communities such as virtual inspections.
- Small improvements to fire department infrastructure, such as accessing high speed internet to support training and virtual inspections.

The fire service has expressed concerns with training and fire code compliance since the start of the pandemic. Some of these concerns include critical inspections being delayed or impacted given the apprehension with entering premises. Similarly, training has been impacted given that fire services have been responding to challenges associated with the pandemic (staffing shortages, increased calls for service, etc.). Many departments continued training online as the Office of the Fire Marshal enhanced its online course availability at the start of the pandemic. This emergency COVID relief funding provides support for increased access to training, support for fire code compliance inspections through virtual inspections, and equipment or other critical upgrades that are needed at the local level to support community risks during the pandemic and the switch to virtual training and inspections.

<insert a copy of the letter of intent from the municipality to outline proposed use of funds>

SCHEDULE "D"**BUDGET**

Funding will be provided to the Township of Horton upon execution of this Agreement. The funds will need to be spent by the municipality by August 1, 2021.

SCHEDULE "E"
REPORTS

As a condition of the Municipal Fire Protection Grant, a report back to the Office of the Fire Marshal must be received by September 1, 2021 to outline how the grant was utilized at the department level.



Township of Horton
COUNCIL / COMMITTEE REPORT

Title: Recreation Chair's Report	Date:	March 23, 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

A decision by the Provincial Government will be made in September of 2021 as to if the games will go ahead in the time frame planned or be bumped to the following year due to COVID-19.

Horton Recreation Association (HRA)

Committee Members are to submit names of the other Horton Community Centre related groups to Ms. Ryan, so an email can be sent out to see if there is any interest in participating in the finalizing and presentation of the Constitution to Council.

Beer Return

Staff has not had the opportunity to return the Beer as directed at the last meeting. This will be complete for the April meeting.

Fencing Around Property

Mayor Bennett would like to get the fencing that was purchased years ago around the property. From the time of the purchase of the fence it has since been used by the Public Works Department and will have to be replaced. Also, he would like to have the Manager of Public Works notify the neighboring property owner that this will be taking place in the future. It is undetermined at this time if volunteers with the help of an operator and equipment from Public Works will put up the fence or if it will be contracted out.

ALTERNATIVES: N/A

FINANCIAL IMPLICATIONS: N/A

CONSULTATIONS: N/A

Author: Amanda Ryan
signature

Other: _____
signature

Treasurer: _____
signature

C.A.O. [Signature]
signature



THE CORPORATION OF THE TOWNSHIP OF HORTON

Memo from the CAO/Clerk as of March 31, 2021.

INFORMATION provided **NOT** included in the Regular Council meeting package of April 6, 2021.

INFORMATION EMAILED

1. AMO Policy Update – March 4, 2021
2. AMO Policy Update – March 5, 2021
3. AMO Policy Update – March 8, 2021
4. AMO Policy Update – March 24, 2021
5. AMO Policy Update – March 25, 2021
6. Land Use Planning Beyond the Basics Training
7. RCDHU COVID Vaccine News Brief
8. Ottawa Valley Business News – March 2, 2021
9. Ottawa Valley Business News – March 16, 2021
10. Renfrew Food Bank Thank You Card
11. Ontario Launches Consultation to Strengthen Municipal Codes of Conduct
12. Calendars

RETURN TO AGENDA

TOWNSHIP OF



HORTON

2253 Johnston Road, Renfrew, Ontario K7V 3Z8

reception@hortontownship.ca

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(f) 613-432-7298

Honourable Maryam Monsef
Minister for Women and Gender Equality and Rural Economic Development
180 Kent Street, Suite 1100
Ottawa, ON K1P 9B6

Honourable Laurie Scott
Minister of Infrastructure
5th Floor
777 Bay Street
Toronto, ON M7A 2J3

Dear Ministers:

Re: EORN Gig Project

On behalf my council colleagues and as Mayor of the Township of Horton, I writing to you both today to express our municipality's strong support for the EORN Gig Project. EORN's approach has proven itself to be very successful in improving broadband connectivity across eastern Ontario and we believe that it merits the careful consideration of both of your governments.

The EORN model offers a reliable and efficient way to fix the broadband needs in our municipality. Their proposal to bring up to 1 Gigabyte or 1,000 Megabits of speed to our residents and businesses will ensure that our needs are met today and long into the future. Our community needs this project and we urge both governments to come together and fully fund EORN's proposal. Our citizens and businesses have waited far too long for better high-speed services. Further delays are simply not acceptable.

Now is the time to act and we urge both of you to work together to launch the EORN project as soon as possible.

Yours truly,

Mayor David M. Bennett

cc. Cheryl Gallant, MP and John Yakabuski, MPP

RETURN TO AGENDA

CORPORATION OF THE TOWNSHIP OF HORTON**BY-LAW NO. 2021-19****A BY-LAW TO CONFIRM PROCEEDINGS OF
THE COUNCIL OF THE TOWNSHIP OF HORTON
AT THE REGULAR COUNCIL MEETING HELD APRIL 6TH, 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 6th day of April, 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 6th day of April, 2021.

READ a third time and passed this 6th day of April, 2021.

MAYOR David M. Bennett

CAO/CLERK Hope Dillabough

RETURN TO AGENDA