



**THE CORPORATION OF THE TOWNSHIP OF HORTON
COUNCIL MEETING – SEPTEMBER 6TH, 2022 – 4:00 P.M.
HORTON MUNICIPAL CHAMBERS
2253 JOHNSTON RD.**

1. CALL TO ORDER

2. LAND ACKNOWLEDGEMENT

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

3. DECLARATION OF PECUNIARY INTEREST

4. CONFIRMATION OF COUNCIL AGENDA

5. DELEGATIONS &/OR PUBLIC MEETINGS

- | | | |
|-----|---|--------------|
| 5.1 | 4:00 p.m. Public Meeting – Zoning By-law Amendment – Eric & Marion Draper | PG. 3 |
| 5.2 | 4:15 p.m. Committee of Adjustment – A01-22 Thompson | PG.12 |

6. MINUTES FROM PREVIOUS MEETINGS

- | | | |
|-----|--|--------------|
| 6.1 | July 19 th , 2022 – Regular Council | PG.19 |
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7. BUSINESS ARISING FROM MINUTES

8. COMMITTEE REPORTS:

8.1 GENERAL GOVERNMENT

▪ **CHAIR CAMPBELL**

- | | | |
|-------|---|--------------|
| 8.1.1 | Financial Departmental Report & Statement | PG.23 |
| 8.1.2 | Tax Arrears Report | PG.33 |
| 8.1.3 | Staff Report - Joint Compliance Audit Committee | PG.35 |
| 8.1.4 | MLES Report – April – June | PG.37 |

8.2 RECREATION COMMITTEE

▪ **CHAIR HUMPHRIES**

- | | | |
|-------|---|--------------|
| 8.2.1 | Chair’s Report – July 15 th , 2022 | PG.39 |
|-------|---|--------------|

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 |
| 8.3.4 | Chamber of Commerce | D. Humphries |
| 8.3.5 | County Council | D. Bennett |

RETURN TO AGENDA

9. CORRESPONDENCE SUMMARY**9.1 INFORMATION CORRESPONDENCE**

9.1.1 CAO/Clerk Information Memo

PG.41**9.2 ACTION CORRESPONDENCE**

9.2.1 Request to use Millenium Trail – Terry Fox Run

PG.42**10. BY-LAWS**

10.1 2022-41 Zoning By-law Amendment – Draper

PG.44

10.2 2022-42 Joint Compliance Audit Committee

PG.46

10.3 2022-43 Golf Course Road Rehabilitation Agreement

PG.51

10.4 2022-44 Thompsonhill Streets - Debenture

PG.58**11. NOTICE TO FILE MOTION FOR NEXT COUNCIL MEETING****12. COUNCIL/STAFF MEMBERS CONCERNS****13. MOTION FOR RECONSIDERATION (debate on motion to reconsider only)****14. RESOLUTIONS****15. IN CAMERA (Closed) SESSION (as required)****16. CONFIRMING BY-LAW 2022-45****PG.90****17. ADJOURNMENT****RETURN TO AGENDA**

THE CORPORATION OF THE TOWNSHIP OF HORTON

PUBLIC MEETING

Zoning Amendment

Eric & Marion Draper

September 6th, 2022

4:00 p.m.

1. Call to Order
2. Declaration of Pecuniary Interest
3. CAO/Clerk – Purpose of Amendment
4. CAO/Clerk's Report on Notice
 - i) Reading of Written Comments
 - ii) Public Participation
 - a) Questions from Public
 - b) Comments in Support
 - c) Comments in Opposition
5. Information on who is entitled to appeal Council's decision to the Ontario Land Tribunal under Sections 34(11) and (19) of O.Reg 545/06
6. Council Members Comments/Questions
7. Adjournment

RETURN TO AGENDA

Memo

Horton Township



To: Council

From: Hope Dillabough

Subject: Summary – Zoning By-law Amendment - Public Meeting – Eric & Marion Draper

Date: September 6th, 2022

This Zoning By-Law Amendment pertains to the subject lands: Part of Lot 11, Concession 8 in the Township of Horton, and known municipally as 4420 River Road, as shown on the attached Key Map.

Purpose of this amendment:

The purpose and effect of this amendment is to rezone:

- The severed lands in Consent Application B111/21(1), B112/21(2) and B113/21(3) from Rural (RU) to Limited Service Residential (LSR) to reflect that access is by a private road, and
- The final retained lands in Consent Applications B111/21(1), B112/21(2) and B113/21(3) from Rural (RU) to Rural – holding (RU-h). The holding symbol may be removed upon submission of an archaeological assessment as per the Standards and Guidelines (MHSTCI 2011) that is approved by the Ministry of Heritage, Sport and Culture.

The zoning by-law amendment is required as a condition of consent.

All other provisions of the Zoning By-law shall apply.

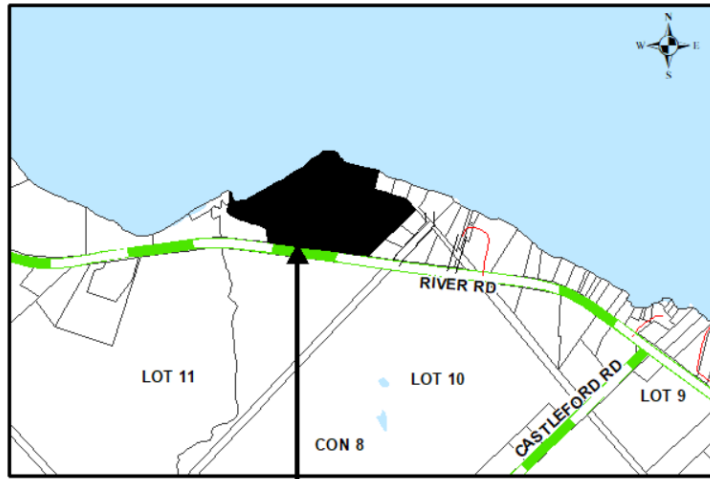
Notice of this Public Meeting was sent to the fifteen (15) property owners within the 120-meter radius in addition to ten (10) Provincial and County Agencies. Out of those, we received no written comments back by the prescribed deadline.

If a person or public body would otherwise have an ability to appeal the decision of the Township of Horton to the Ontario Land Tribunal but the person or public body does not make oral submissions at a public meeting or make written submissions to the Township of Horton before the by-law is passed, the person or public body is not entitled to appeal the decision.

If a person or public body does not make oral submissions at a public meeting, or make written submissions to the Township of Horton before the by-law is passed by the Township of Horton, the person or public body may not be added as a party to the hearing of an appeal before the Ontario Land Tribunal unless, in the opinion of the Tribunal, there are reasonable grounds to do so.

RETURN TO AGENDA

Township of Horton Key Map



Location of Amendment

TOWNSHIP OF HORTON
NOTICE OF APPLICATION AND PUBLIC MEETING

In the matter of Section 34 of the Planning Act, the Township of Horton hereby gives NOTICE OF THE FOLLOWING:

- i) Application to amend the Zoning By-law (By-law 2010-14) of the Township of Horton.*
 - ii) A public meeting regarding an application for an amendment to the Zoning By-law of the Township of Horton*
-

Subject Lands Part of Lot 11, Concession 8, in the Township of Horton, as shown on the attached Key Map.

Public Meeting A public meeting to inform the public of the proposed zoning amendment will be held on September 6th, 2022 at 4:00 p.m. at the municipal office of the Township of Horton.

Proposed Zoning By-law Amendment

The purpose and effect of this amendment is to rezone:

- The severed lands in Consent Application B111/21(1), B112/21(2) and B113/21(3) from Rural (RU) to Limited Service Residential (LSR) to reflect that access is by a private road, and
- The final retained lands in Consent Applications B111/21(1), B112/21(2) and B113/21(3) from Rural (RU) to Rural – holding (RU-h). The holding symbol may be removed upon submission of an archaeological assessment as per the Standards and Guidelines (MHSTCI 2011) that is approved by the Ministry of Heritage, Sport and Culture.

The zoning by-law amendment is required as a condition of consent.

All other provisions of the Zoning By-law shall apply.

Additional information regarding the Zoning By-law amendment is available for inspection at the Township of Horton Municipal Office during regular office hours.

If you wish to be notified of the decision of the Township of Horton on the proposed zoning by-law amendment, you must make a written request to the Township of Horton.

If a person or public body would otherwise have an ability to appeal the decision of the Township of Horton to the Ontario Land Tribunal but the person or public body does not make oral submissions at a public meeting or make written submissions to the Township of Horton before the by-law is passed, the person or public body is not entitled to appeal the decision.

If a person or public body does not make oral submissions at a public meeting, or make written submissions to the Township of Horton before the by-law is passed by

RETURN TO AGENDA

the Township of Horton, the person or public body may not be added as a party to the hearing of an appeal before the Ontario Land Tribunal unless, in the opinion of the Tribunal, there are reasonable grounds to do so.

Other Applications

Consent application B111/21(1), B112/21(2) and B113/21(3) are also being considered with this application.

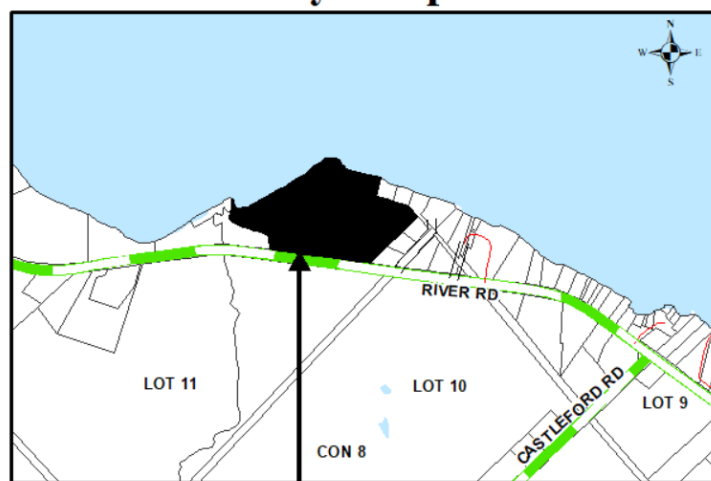
NOTE: One of the purposes of the Planning Act is to provide for planning processes that are open, accessible, timely and efficient. Accordingly, all written submissions, documents, correspondence, e-mails or other communications (including your name and address) form part of the public record and will be disclosed/made available by the Municipality to such persons as the Municipality sees fit, including anyone requesting such information. Accordingly, in providing such information, you shall be deemed to have consented to its use and disclosure as part of the planning process.

Dated at the Township of Horton this 25th day of July, 2022.



Ms. Hope Dillabough, CAO/Clerk
Township of Horton
2253 Johnston Road
RENFREW, ON K7V 3Z8
Telephone: (613) 432-6271
Email: hdillabough@hortontownship.ca

Township of Horton Key Map



Location of Amendment

RETURN TO AGENDA

TOWNSHIP OF HORTON
NOTICE TO PUBLIC BODIES

RE: APPLICATION FOR ZONING BY-LAW AMENDMENT (Draper)

TAKE NOTICE that the Council of the Corporation of the Township of Horton intends to consider a proposal to amend Zoning By-law 2010-14 of the Township of Horton.

An explanation of the proposed Zoning By-law Amendment is contained in the attached Notice of Application and Public Meeting. The following information is also attached to assist you in reviewing the applications:

- Application Sketch
- Proposed Zoning By-law Amendment

PURSUANT to Section 34(15) of the Planning Act, you are hereby requested to submit your comments or alternatively check off the appropriate response box provided below and return a copy to the Clerk by no later than August 26th, 2022. Additional information relating to the above is available during regular office hours at the Township office.

DATED at the Township of Horton this 25th day of July, 2022.

AGENCY RESPONSE

We have reviewed the information provided for the Zoning By-law Amendment application, and

we have no comments or concerns.

we will provide more detailed comments and/or conditions after a more thorough review.

Agency

Name (Print)

Signature



Ms. Hope Dillabough, CAO/Clerk
Township of Horton
2253 Johnston Road
RENFREW, ON K7V 3Z8
Telephone: (613) 432-6271
Email:
hdillabough@hortontownship.ca

RETURN TO AGENDA

**THE CORPORATION OF THE
TOWNSHIP OF HORTON**

BY-LAW NUMBER 2022-41

A By-law to amend By-law Number 2010-14 of the Corporation of the Township of Horton, as amended.

PURSUANT TO SECTION 34 OF THE PLANNING ACT, R.S.O., 1990, c.P. 13, THE TOWNSHIP OF HORTON HEREBY ENACTS AS FOLLOWS:

1. THAT By-law Number 2010-14, as amended, be and the same is hereby further amended as follows:

(a) By adding the following section immediately following subsection 16.3(fff):

16.4 HOLDING ZONES

(a) Rural – holding (RU-h)

Until such time as the holding symbol is removed from the lands described as Part of Lot 11, Concession 8, in the Township of Horton, and delineated as Rural – holding (RU-h) on Schedule A to this By-law, in accordance with the conditions set forth herein, no person shall use land or erect or use a building or structure, except in accordance with the following:

i) Permitted Uses

- Existing uses in existing locations
- Open space
- Passive recreation uses

ii) Conditions for removal of Holding Symbol (h)

The completion and submission of the following:

1. Submission of an archaeological assessment as per the Standards and Guidelines (MHSTCI 2011) that is approved by the Ministry of Heritage, Sport and Culture.”

(b) Schedule "A" is amended by rezoning those lands described above from Rural (RU) to Limited Service Residential (LSR) and from Rural (RU) to Rural – holding (RU-h) as shown as Items 1 and 2 on the Schedule "A" attached hereto.

2. THAT save as aforesaid all other provisions of By-law 2010-14, as amended, shall be complied with.

RETURN TO AGENDA

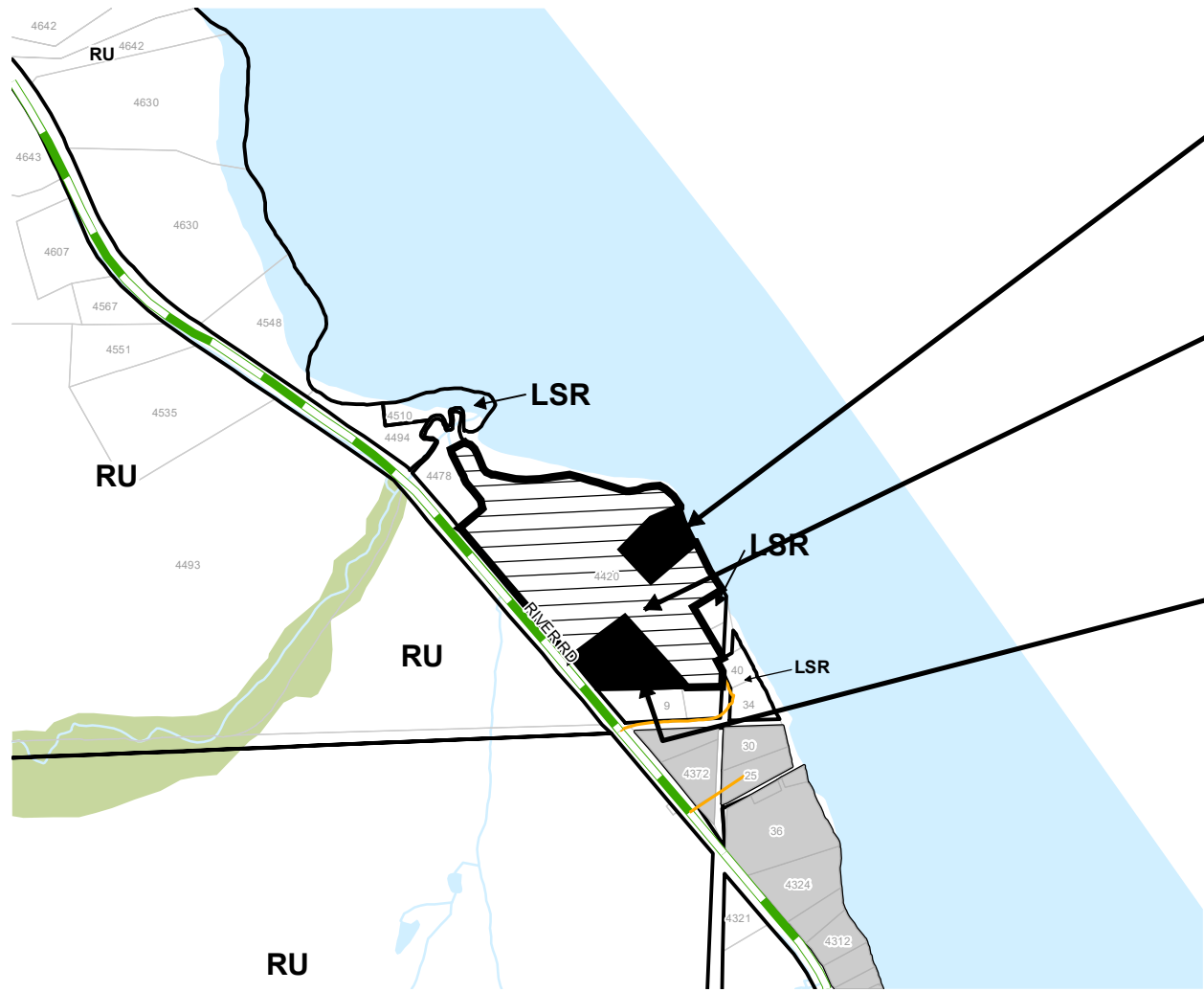
3. This by-law shall come into force and take effect on the day of final passing thereof.

This By-law given its FIRST and SECOND reading this 6th day of September, 2022.

This By-law read a THIRD time and finally passed this 6th day of September, 2022.

MAYOR David M. Bennett

CAO/Clerk Hope Dillabough



Item 1:
From RU
to LSR

Item 2:
From RU
to RU-E42

Item 1:
From RU
to LSR



1:10,000

**Corporation of The
Township of Horton**

This is Schedule "A" to By-law Number _____.
 Passed the _____ day of _____ 20_____.
 Signatures of Signing Officers

 Mayor

 CAO\Clerk

LEGEND

LSR Limited Service Residential

RU Rural

Environmental Protection (EP)

-h Holding Zone

-E Exception Zone

Item 1: Area affected
by amendment:
From RU to LSR

Item 2: Area affected
by amendment:
From RU to RU-h

THE CORPORATION OF THE TOWNSHIP OF HORTON**Committee of Adjustment
Public Meeting – September 6th, 2022
4:15 p.m.**

- 1. Call to Order**
- 2. Declaration of Pecuniary Interest**
- 3. George & Brenda Thompson c/o Brian Thompson A01-22**
 - 3.1 Purpose of Public Meeting
 - 3.2 Method of Notice
 - 3.3 Public Participation
 - a) Questions
 - b) Comments in Support
 - c) Comments in Opposition
 - 3.4 Question by Committee Members
 - 3.5 Decision
- 4. Adjournment**

Memo

Horton Township



To: Committee of Adjustment

From: Hope Dillabough

Subject: Summary – Minor Variance
George & Brenda Thompson
c/o Brian Thompson

Date: September 6th, 2022

This Minor Variance Application pertains to the subject lands: Concession 3 Pt Lot 5, known as 27 Lime Kiln Road.

Purpose of this Minor Variance:

This property is Residential One (R1) Under Comprehensive Zoning By-law 2010-14. Section 5.1 (a) states that no person shall use any land or erect or use any building or structure in any R1 Zone except for (a) Residential Uses - single detached dwelling. However, Section 2.2(24)(3) of the Official Plan states that for lots less than 0.8 Ha in area, but greater than 0.4 Ha, a secondary dwelling unit may be considered on a case-by-case basis through the submission of a minor variance application. The proponent of the application will be required to demonstrate that the site is suitable for the proposed secondary unit including matters such as (but not limited to): dwelling unit area, minimum lot area, surrounding land uses, parking, and servicing. A new septic system will be installed to accommodate both units. The Applicant is proposing to build a single detached dwelling with a secondary unit, similar size as the primary dwelling.

This application for Minor Variance is to amend Horton Township's Comprehensive Zoning By-law 2010-14 to allow a secondary dwelling on the property of 27 Lime Kiln Road as stated in Section 2.2(24)(3) of the County of Renfrew's Official Plan.

Notice of this Public Meeting was sent, by regular mail, to the seven (7) property owners within the 60-metre radius required. To date, we have not received any comments or concerns in objection or in favour.

RETURN TO AGENDA

COMMITTEE OF ADJUSTMENT

THE TOWNSHIP OF HORTON
2253 Johnston Road, Renfrew, ON K7V 3Z8
613-432-6271

NOTICE OF PUBLIC HEARING

FILE NO.: A01-22
DATE: August 10th, 2022
OWNERS: George & Brenda Thompson
APPLICANT: Brian Thompson

LOCATION OF AFFECTED LANDS: 27 Lime Kiln Road, Township of Horton

MINOR VARIANCE:

27 Lime Kiln Road is zoned Residential One (R1) Under Comprehensive Zoning By-law 2010-14. Section 5.1 (a) states that no person shall use any land or erect or use any building or structure in any R1 Zone except for (a) Residential Uses - single detached dwelling. However, Section 2.2(24)(3) of the Official Plan states that for lots less than 0.8 Ha in area, but greater than 0.4 Ha, a secondary dwelling unit may be considered on a case-by-case basis through the submission of a minor variance application. The proponent of the application will be required to demonstrate that the site is suitable for the proposed secondary unit including matters such as (but not limited to): dwelling unit area, minimum lot area, surrounding land uses, parking, and servicing. A new septic system will be installed to accommodate both units. The Applicant is proposing to build a single detached dwelling with a secondary unit, similar size as the primary dwelling.

This application for Minor Variance is to amend Horton Township's Comprehensive Zoning By-law 2010-14 to allow a secondary dwelling on the property of 27 Lime Kiln Road as stated in Section 2.2(24)(3) of the County of Renfrew's Official Plan.

TAKE NOTICE that the Committee of Adjustment of the Township of Horton will hold a public meeting **in the Municipal Chambers Tuesday, September 6th at 4:15 p.m.** to hear applications on variance to the Township's zoning by-law as required by Section 45 of the Planning Act, R.S.O. 1990, Chapter P13, as amended.

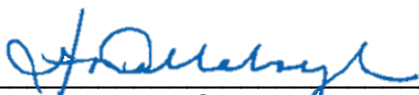
The applicant is hereby advised that they should appear in person at the hearing or be represented by an agent in order that they may present their case and assist the Committee in reaching a decision.

This being a public hearing, any person wishing to support or oppose this application is permitted to attend, or if unable to attend, may submit comments in writing to the Secretary-Treasurer of the Committee by August 30th at 12:00 p.m. Please submit the request to the CAO/Clerk.

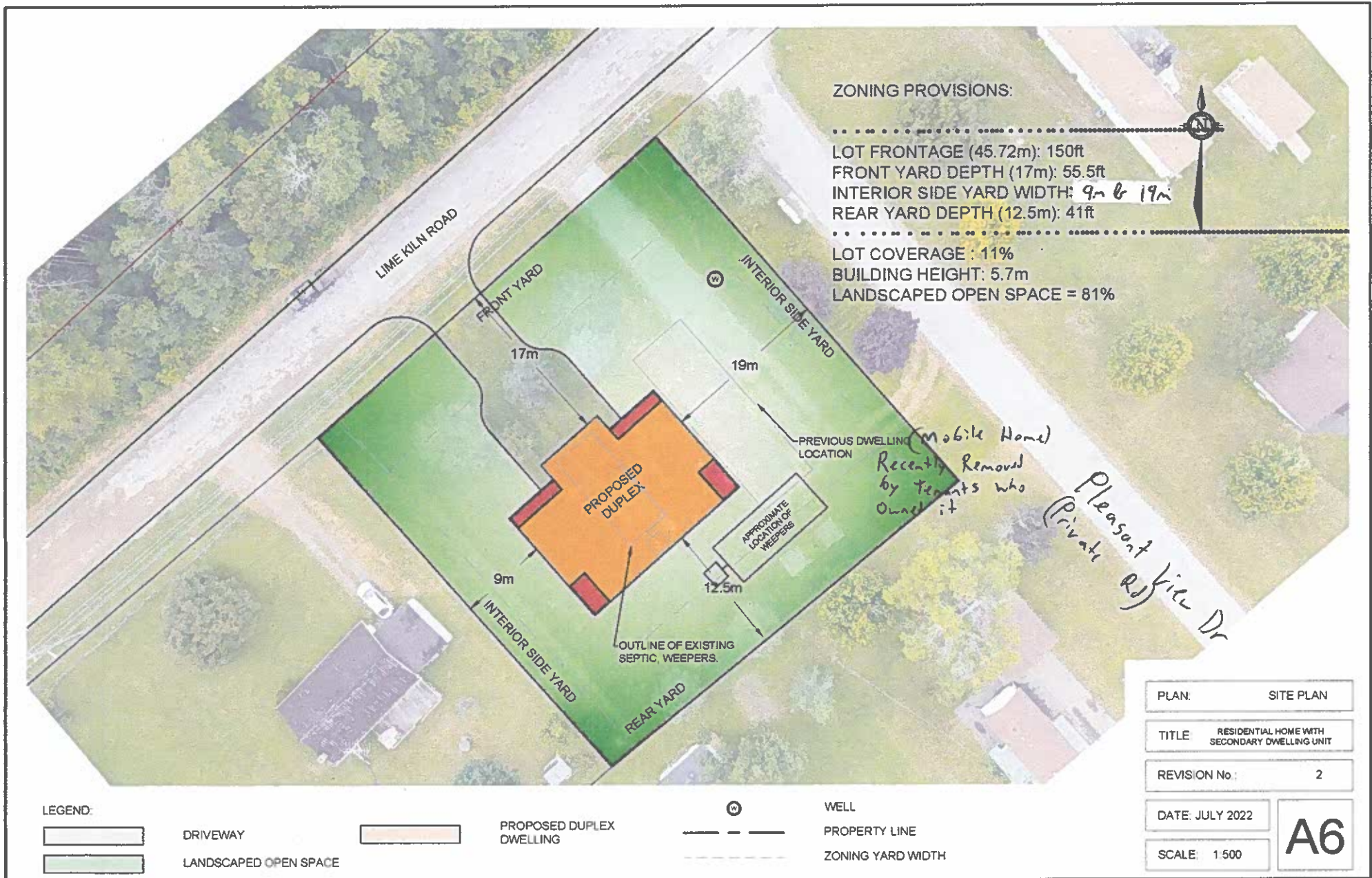
RETURN TO AGENDA

A copy of the key map is enclosed for your information.

Dated on this August 10th, 2022



Hope Dillabough, Secretary-Treasurer
CAO/Clerk



Applicant: George Thompson & Brian Thompson

RETURN TO AGENDA

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



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

Notes

27 Lime Kiln Rd

This map is illustrative only. Do not rely on it as being a precise indicator of routes, locations of features, nor as a guide to navigation. The County of Renfrew shall not be liable in any way for the use of, or reliance upon, this map or any information on this map.

83.9 0 41.93 83.9 Meters

WGS_1984_Web_Mercator_Auxiliary_Sphere
© Queen's Printer for Ontario

1: 1,651

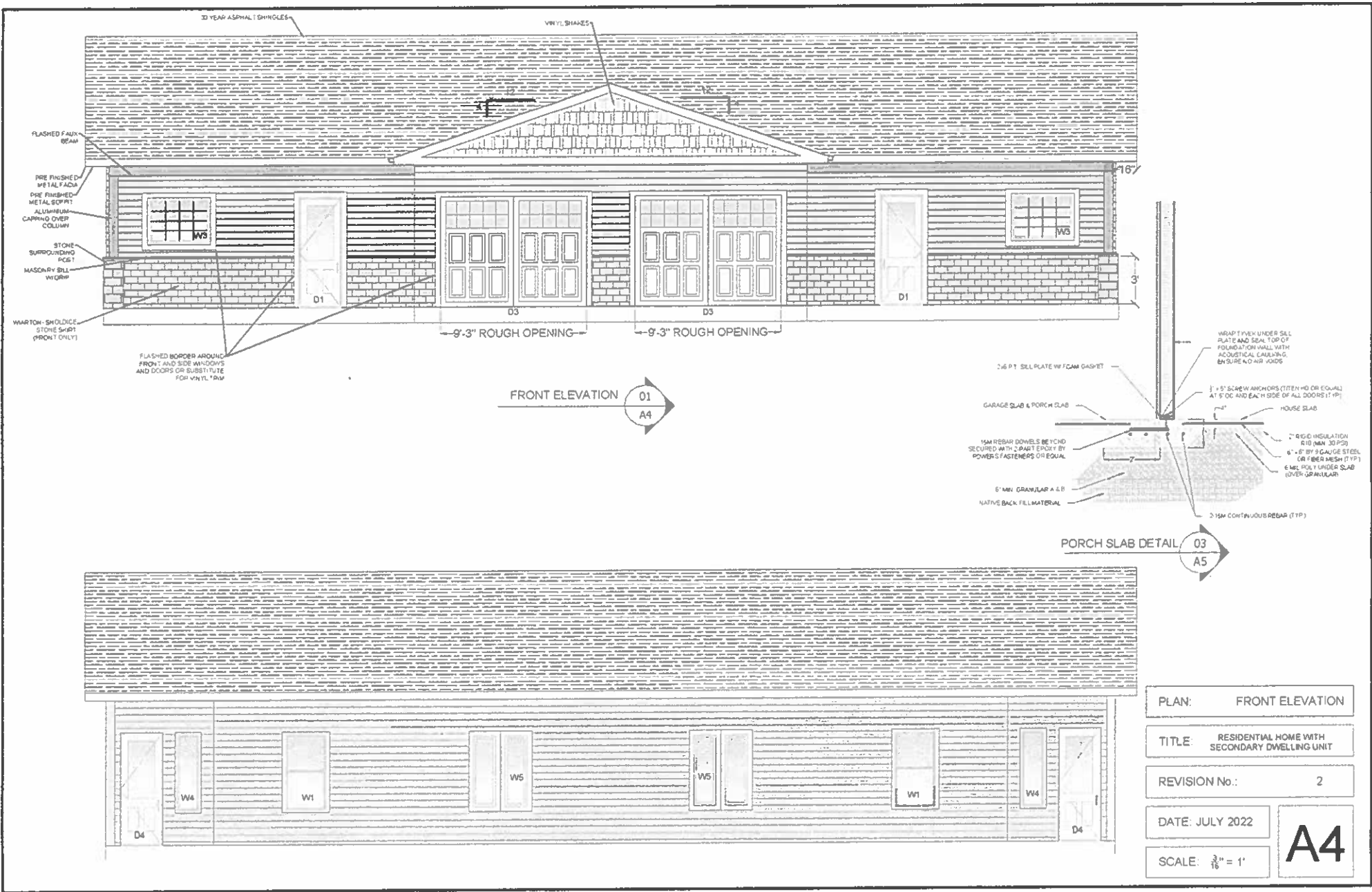


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RETURN TO AGENDA



THE CORPORATION OF THE TOWNSHIP OF HORTON

REGULAR COUNCIL MEETING
JULY 19TH, 2022

There was a Regular Meeting of Council held on Tuesday July 19th, 2022 in the Municipal Chambers. Present were Mayor David Bennett, Councillor Doug Humphries, and Councillor Tom Webster. Staff present was Nichole Dubeau, Acting Clerk – Recording Secretary, Nathalie Moore, Treasurer, and Adam Knapp, Public Works Manager.

Deputy Mayor Glen Campbell was present at 4:17 p.m.

Councillor Lane Cleroux sent his regrets.

1. CALL TO ORDER

Mayor Bennett called the meeting to order at 4:00 p.m.

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 Councillor Webster

RESOLUTION NO. 2022-183

Seconded by Councillor Humphries

THAT Council adopt the amended Agenda for the July 19th, 2022 Regular Council Meeting.

Carried

5. APPOINT ACTING CLERK

Moved by Councillor Humphries

RESOLUTION NO. 2022-184

Seconded by Councillor Webster

THAT Council Appoint Nichole Dubeau, Executive Assistant, as Acting Clerk for the July 19th, 2022 Council meeting.

Carried

6. DELEGATIONS &/or PUBLIC MEETINGS

6.1 Public Meeting – Zoning By-law Amendment – Michael Leblanc & Agatha Sebastian

7. MINUTES

7.1 July 5th, 2022 – Regular Council

Moved by Councillor Humphries

RESOLUTION NO. 2022-185

Seconded by Deputy Mayor Campbell

THAT Council approve the following Minutes:

- July 5th, 2022 – Regular Council

Carried

8. BUSINESS ARISING FROM MINUTES

There was no business arising from the minutes.

9. COMMITTEE REPORTS:

9.1 GENERAL GOVERNMENT COMMITTEE

Public Advisory Members Susan Humphries and Spencer Hopping were present.

RETURN TO AGENDA

9.1.1 Financial Departmental Report & Statement

Treasurer Nathalie Moore reviewed the report. She stated that the final tax bills have been processed and staff is working on getting them mailed out, and that the final approval for the Thompsonhill Rehabilitation Debenture has been received. Public Advisory Member Spencer Hopping questioned if there is a semi-annual or annual tax arrears report that Council and Committee could see. Ms. Moore stated that she will bring one to Council and Committee for the September meeting.

9.1.2 Staff Report – Council Remuneration & Benefit Review

Treasurer Nathalie Moore reviewed the report. Councillor Webster requested that clarification be added to the Committee Member pay and maximum hours.

9.1.3 Staff Report – LED Lights Replacement – Municipal Office

Public Works Manager Adam Knapp reviewed the report.

9.1.4 Staff Report – Asset Management Plan

Public Works Manager Adam Knapp reviewed the report.

9.2 PLANNING COMMITTEE

Moved by Deputy Mayor Campbell

RESOLUTION NO. 2022-186

Seconded by Councillor Webster

THAT Councillor Humphries be appointed Chair of the Planning Committee for the July 19, 2022 Council Meeting.

Carried

Public Advisory Members Bob Cassidy and Lisa Branje were present. Public Advisory Members Bob Johnston sent his regrets.

9.2.1 June Building Report

Council reviewed the report.

9.2.2 Planning Files Report

Council reviewed the report.

9.2.3 Planning Service Agreement – Verbal

Acting Clerk Nichole Dubeau reviewed the update for Council.

9.3 TRANSPORTATION & ENVIRONMENTAL SERVICES COMMITTEE**9.3.1 Staff Report – WM 2022-01 Extension Agreement**

Public Works Manager Adam Knapp reviewed the report.

9.3.2 Thompsonhill Rehabilitation Update – Verbal

Public Works Manager Adam Knapp gave a brief update on the Thompsonhill construction.

10. CORRESPONDENCE SUMMARY**10.1 INFORMATION CORRESPONDENCE****10.1.1 CAO/Clerk Information Memo**

Discussion went around the table with information previously distributed.

10.2 ACTION CORRESPONDENCE – NONE**11. BYLAWS****11.1 2022-39 Council Renumeration**

RETURN TO AGENDA

12. NOTICE TO FILE MOTION FOR NEXT COUNCIL – NONE**13. COUNCIL/STAFF MEMBERS CONCERNS**

There were no Council or Staff Members concerns.

14. MOTION FOR RECONSIDERATION – NONE**15. RESOLUTIONS**

Moved by Deputy Mayor Campbell
Seconded by Councillor Humphries

RESOLUTION NO. 2022-187

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

Carried

Moved by Councillor Webster
Seconded by Councillor Humphries

RESOLUTION NO. 2022-188

THAT Council accept the draft Council Remuneration report as information;

AND THAT By-law 2022-39, as amended, be presented in the By-law portion of the Regular Council Meeting of July 19th, 2022 for enactment.

Carried

Moved by Councillor Webster
Seconded by Councillor Humphries

RESOLUTION NO. 2022-189

THAT Council agree with Staff recommendation to sole source LED Light Upgrades for the Municipal Office to R&R Electric at a total cost of \$7,571.00 including HST;

AND THAT this be funded from the General Government Building Reserve.

Carried

Moved by Deputy Mayor Campbell
Seconded by Councillor Webster

RESOLUTION NO. 2022-190

THAT upon recommendation of the General Government Committee, Council approve the 2022 Asset Management Plan prepared by PSD Citywide, effective July 1st, 2022.

Carried

Moved by Councillor Humphries
Seconded by Deputy Mayor Campbell

RESOLUTION NO. 2022-191

THAT Council accept the June 2022 Building Report as information.

Carried

Moved by Councillor Webster
Seconded by Councillor Humphries

RESOLUTION NO. 2022-192

THAT Council accept the Planning Files Report as information.

Carried

Moved by Councillor Webster
Seconded by Deputy Mayor Campbell

RESOLUTION NO. 2022-193

THAT Council agree to extend the Curbside Recycling Contract with Emterra Environmental based on the optional extension year pricing submitted by Emterra in section 5.2, Schedule of Pricing, and allowable by section, 2.2 Terms of Contract;

AND THAT the extension term shall be from January 1st, 2023, to December 31st 2023, for a total amount of \$194,016.07 plus HST and FCA;

FURTHER THAT the following amendments be made to the Contract:

RETURN TO AGENDA

3.31 CONTRACT TERMINATION

- a) The Township may terminate the Contract:
- i. Without cause at any time, upon two (2) months written notice being provided to the Contractor

Fuel Cost Adjustment (FCA)

The Contractor shall indicate, on the schedule of unit prices, the estimated quantity of fuel that will be consumed annually in the performance of this agreement.

- a. The Contractor's monthly payment will be adjusted to allow for 20% of any difference per litre in the average diesel pump price for fuel on the starting date of the collection service, January 1st, 2023, upon receipt of satisfactory evidence of the actual fuel consumed.
- b. The monthly payment will be adjusted to allow for 20% of any difference per litre below the average diesel pump price for fuel on Curbside Recycling Collection and Processing Draft #1.
- c. No negative adjustment should fuel rate become less than initial base rate on the starting date of the collection service as compared to the local and applicable

Transportation Average Fuel Price Index, upon receipt of satisfactory evidence of the actual service consumed.

CarriedMoved by Councillor Humphries**RESOLUTION NO. 2022-194**Seconded by Councillor Webster**THAT** Council accept the CAO/Clerk's Information Memo for July 19th, 2022.**Carried**Moved by Councillor Humphries**RESOLUTION NO. 2022-195**Seconded by Councillor Webster**THAT** Council enact the following By-laws:

- 2022-39 Council Remuneration

Carried**16. IN CAMERA (Closed) SESSION – NONE****17. CONFIRMING BYLAW**Moved by Deputy Mayor Campbell**RESOLUTION NO. 2022-196**Seconded by Councillor Humphries**THAT** Council enact By-law 2022-40 – Confirming By-Law.**Carried****18. ADJOURNMENT**

Mayor Bennett declared the meeting adjourned at 5:53 p.m.

 MAYOR David M. Bennett

 CAO/CLERK Hope Dillabough
RETURN TO AGENDA

TOWNSHIP OF HORTON
Budget Variance Report



Budget Type : BUDGET

Fiscal Year : 2022 Period : 12
 Account Code : ?-4-?????-?????? To ?-8-?????-??????

| Acct Code | Acct Desc | Year to Date | Budget Amt | Variance | % Variance |
|---------------------------------|---|---------------|------------|--------------|------------|
| 11000 GENERAL GOVERNMENT | | | | | |
| 1-4-11000-400010 | TAXES - MUNICIPAL | -2,570,879.49 | -2,569,541 | 1,338.49 | -0.05 |
| 1-4-11000-400020 | TAXES - COUNTY | -1,754,518.07 | 0 | 1,754,518.07 | 0.00 |
| 1-4-11000-400030 | TAXES - EDUCATION | -1,000,703.18 | 0 | 1,000,703.18 | 0.00 |
| 1-4-11000-410710 | Taxes Supplem. Municipal | -28,842.49 | -25,000 | 3,842.49 | -15.37 |
| 1-4-11000-410715 | Taxes Supplem. County | -19,657.09 | 0 | 19,657.09 | 0.00 |
| 1-4-11000-410720 | Taxes Supplem. Education | -3,054.48 | 0 | 3,054.48 | 0.00 |
| 1-4-11000-420105 | PILS Canada Enterprise | 0.00 | -258 | -258.00 | 100.00 |
| 1-4-11000-420110 | PILS Ontario | 0.00 | -26,397 | -26,397.00 | 100.00 |
| 1-4-11000-420120 | PIL'S Municipalities | -614.08 | -669 | -54.92 | 8.21 |
| 1-4-11000-420121 | PIL'S - County Share | -1,333.34 | 0 | 1,333.34 | 0.00 |
| 1-4-11000-430015 | OMPF Funding | -179,250.00 | -239,000 | -59,750.00 | 25.00 |
| 1-4-11000-430021 | ICIP FUNDING | 0.00 | -93,500 | -93,500.00 | 100.00 |
| 1-4-11000-440300 | Health (UDA) Surplus | 0.00 | -4,255 | -4,255.00 | 100.00 |
| 1-4-11000-440350 | Tax Certificates | -1,225.00 | -3,000 | -1,775.00 | 59.17 |
| 1-4-11000-440400 | Oth Revenue Lottery Lic | -9.00 | -100 | -91.00 | 91.00 |
| 1-4-11000-440415 | Oth Revenue Int Income | -5,006.83 | -15,000 | -9,993.17 | 66.62 |
| 1-4-11000-440420 | Oth Revenue Int on Tax | -33,724.81 | -53,000 | -19,275.19 | 36.37 |
| 1-4-11000-440431 | Other Rev Misc. | -295.13 | -1,000 | -704.87 | 70.49 |
| 1-4-11000-440608 | Transfer from Reserves - Building | 0.00 | -95,120 | -95,120.00 | 100.00 |
| 1-7-11000-700030 | Committee Member/Meetings | 275.00 | 1,000 | 725.00 | 72.50 |
| 1-7-11000-700040 | Legal Expenses | 8,416.80 | 12,000 | 3,583.20 | 29.86 |
| 1-7-11000-700060 | Misc. Expenses | 3,717.90 | 7,000 | 3,282.10 | 46.89 |
| 1-7-11000-700070 | Insurance | 21,991.43 | 22,775 | 783.57 | 3.44 |
| 1-7-11000-700080 | Office Supplies | 3,338.85 | 6,500 | 3,161.15 | 48.63 |
| 1-7-11000-700085 | Postage/Courier | 10,720.86 | 17,000 | 6,279.14 | 36.94 |
| 1-7-11000-700100 | Telephone | 1,487.37 | 2,500 | 1,012.63 | 40.51 |
| 1-7-11000-700110 | Hydro | 2,858.37 | 5,000 | 2,141.63 | 42.83 |
| 1-7-11000-700120 | Heat | 1,734.29 | 2,000 | 265.71 | 13.29 |
| 1-7-11000-700179 | Health & Safety | 839.33 | 750 | -89.33 | -11.91 |
| 1-7-11000-700180 | Office Equip. & Maint. | 3,311.91 | 9,250 | 5,938.09 | 64.20 |
| 1-7-11000-700190 | Building Maintenance | 7,130.60 | 9,000 | 1,869.40 | 20.77 |
| 1-7-11000-700191 | Building Cleaning | 273.49 | 6,000 | 5,726.51 | 95.44 |
| 1-7-11000-700250 | Transfer to Capital - OFFICE HVAC | 56,782.08 | 140,120 | 83,337.92 | 59.48 |
| 1-7-11000-700256 | Transfer to Capital - AMP-FCM | 32,614.08 | 0 | -32,614.08 | 0.00 |
| 1-7-11000-700280 | Advertising | 755.99 | 2,500 | 1,744.01 | 69.76 |
| 1-7-11000-715010 | Bank Charges & Interest | 3,322.44 | 7,500 | 4,177.56 | 55.70 |
| 1-7-11000-715015 | Computers & Program Maint. | 12,710.45 | 20,000 | 7,289.55 | 36.45 |
| 1-7-11000-715085 | Municipal Tax W/O | 4,790.40 | 10,000 | 5,209.60 | 52.10 |
| 1-7-11000-715090 | County Tax W/O | 3,268.56 | 0 | -3,268.56 | 0.00 |
| 1-7-11000-715095 | Education Tax W/O | 2,489.28 | 0 | -2,489.28 | 0.00 |
| 1-7-11000-716020 | Tax Sale Registration | 2,874.72 | 100 | -2,774.72 | -2774.72 |
| 1-7-11000-718030 | Gov Audit | 29,001.60 | 25,000 | -4,001.60 | -16.01 |
| 1-7-11000-718040 | Contracted Services | 892.33 | 1,000 | 107.67 | 10.77 |
| 1-7-11000-718041 | DOCUMENT SCANNING | 757.35 | 0 | -757.35 | 0.00 |
| 1-7-11000-718050 | Accessibility | 42.75 | 500 | 457.25 | 91.45 |
| 1-7-11000-789035 | Transfer to Reserves - Office Equipment | 0.00 | 8,000 | 8,000.00 | 100.00 |
| 1-7-11000-789038 | Transfer to Reserves - Building | 0.00 | 6,000 | 6,000.00 | 100.00 |

RETURN TO AGENDA

TOWNSHIP OF HORTON
Budget Variance Report



Budget Type : BUDGET

Fiscal Year : 2022 Period : 12
 Account Code : ?-4-?????-?????? To ?-8-?????-??????

| Acct Code | Acct Desc | Year to Date | Budget Amt | Variance | % Variance |
|-----------------------------------|---|----------------------|-------------------|---------------------|----------------|
| 1-7-11000-789038 | Transfer to Reserves - Building | 0.00 | 6,000 | 6,000.00 | 100.00 |
| 1-7-11000-789041 | Office - Principle Debt Payment | 8,063.39 | 8,063 | -0.39 | 0.00 |
| 1-7-11000-789042 | Office - Interest on Debt | 100.52 | 101 | 0.48 | 0.48 |
| 1-7-11000-799999 | Transfer Expense to Building Department | 0.00 | -2,000 | -2,000.00 | 100.00 |
| 1-8-11000-800010 | Transfer to County | 881,992.00 | 0 | -881,992.00 | 0.00 |
| 1-8-11000-810001 | Public School English | 373,465.00 | 0 | -373,465.00 | 0.00 |
| 1-8-11000-810002 | Public School French | 5,537.00 | 0 | -5,537.00 | 0.00 |
| 1-8-11000-820001 | Separate School English | 108,772.00 | 0 | -108,772.00 | 0.00 |
| 1-8-11000-820002 | Separate School French | 12,162.00 | 0 | -12,162.00 | 0.00 |
| GENERAL GOVERNMENT Revenue | | -5,599,112.99 | -3,125,840 | 2473272.99 | -79.12 |
| GENERAL GOVERNMENT Expense | | 1,606,490.14 | 327,659 | -1278831.14 | -390.29 |
| Total GENERAL GOVERNMENT | | -3,992,622.85 | -2,798,181 | 1,194,441.85 | -42.69 |
| 11010 COUNCIL | | | | | |
| 1-7-11010-700010 | Council Salaries | 58,212.42 | 99,792 | 41,579.58 | 41.67 |
| 1-7-11010-700035 | Conference/Travel Expenses | 1,663.41 | 5,000 | 3,336.59 | 66.73 |
| 1-7-11010-700060 | Council Misc. Expenses | 639.78 | 2,500 | 1,860.22 | 74.41 |
| 1-7-11010-700100 | Council Telephone | 144.27 | 350 | 205.73 | 58.78 |
| 1-7-11010-700140 | Council Benefits | 9,562.10 | 10,311 | 748.90 | 7.26 |
| 1-7-11010-789040 | Donations | 500.00 | 1,000 | 500.00 | 50.00 |
| COUNCIL Revenue | | 0.00 | 0 | 0.00 | 0.00 |
| COUNCIL Expense | | 70,721.98 | 118,953 | 48231.02 | 40.55 |
| Total COUNCIL | | 70,721.98 | 118,953 | 48,231.02 | 40.55 |
| 11011 ELECTION | | | | | |
| 1-4-11011-440300 | Nomination Fees | -800.00 | 0 | 800.00 | 0.00 |
| 1-4-11011-440461 | Transfer from Reserve | 0.00 | -19,120 | -19,120.00 | 100.00 |
| 1-7-11011-700010 | Salaries | 0.00 | 5,000 | 5,000.00 | 100.00 |
| 1-7-11011-700035 | Conference/Travel Expenses | 0.00 | 500 | 500.00 | 100.00 |
| 1-7-11011-700060 | Misc. Expenses | 2,357.45 | 5,000 | 2,642.55 | 52.85 |
| 1-7-11011-700080 | Office Supplies | 0.00 | 500 | 500.00 | 100.00 |
| 1-7-11011-700085 | Postage | 0.00 | 700 | 700.00 | 100.00 |
| 1-7-11011-700140 | Employee Benefits | 0.00 | 700 | 700.00 | 100.00 |
| 1-7-11011-700280 | Advertising | 222.58 | 1,500 | 1,277.42 | 85.16 |
| 1-7-11011-718040 | Contracted Services | 8,802.24 | 5,220 | -3,582.24 | -68.63 |
| 1-7-11011-789036 | Transfer to Reserves - Election | 0.00 | 6,370 | 6,370.00 | 100.00 |
| ELECTION Revenue | | -800.00 | -19,120 | -18320.00 | 95.82 |
| ELECTION Expense | | 11,382.27 | 25,490 | 14107.73 | 55.35 |
| Total ELECTION | | 10,582.27 | 6,370 | -4,212.27 | -66.13 |
| 11015 ADMINISTRATION | | | | | |
| 1-7-11015-700010 | Admin Salaries | 192,538.14 | 352,985 | 160,446.86 | 45.45 |
| 1-7-11015-700035 | Conference Expenses | 4,531.36 | 8,500 | 3,968.64 | 46.69 |
| 1-7-11015-700140 | Employee Benefits | 65,516.05 | 82,807 | 17,290.95 | 20.88 |
| ADMINISTRATION Revenue | | 0.00 | 0 | 0.00 | 0.00 |
| ADMINISTRATION Expense | | 262,585.55 | 444,292 | 181706.45 | 40.90 |

RETURN TO AGENDA

TOWNSHIP OF HORTON
Budget Variance Report



Budget Type : BUDGET

Fiscal Year : 2022 Period : 12
 Account Code : ?-4-?????-?????? To ?-8-?????-??????

| Acct Code | Acct Desc | Year to Date | Budget Amt | Variance | % Variance |
|------------------------------------|---------------------------------|-------------------|----------------|-------------------|--------------|
| Total ADMINISTRATION | | 262,585.55 | 444,292 | 181,706.45 | 40.90 |
| 12000 PROTECTIVE SERVICES | | | | | |
| 1-4-12000-440220 | Ontario - CSPT Program | 0.00 | -3,000 | -3,000.00 | 100.00 |
| 1-4-12000-440360 | Fees & Charges Dog Pound | 0.00 | -30 | -30.00 | 100.00 |
| 1-4-12000-440395 | Livestock - Revenue | -1,020.20 | -2,000 | -979.80 | 48.99 |
| 1-4-12000-440405 | Dog License Revenue | -2,720.00 | -8,500 | -5,780.00 | 68.00 |
| 1-4-12000-440430 | Provincial Offences from County | 0.00 | -100 | -100.00 | 100.00 |
| 1-4-12000-440475 | 9-1-1 Sign Revenue | -1,275.00 | -1,500 | -225.00 | 15.00 |
| 1-7-12000-700010 | Salaries | 817.84 | 1,500 | 682.16 | 45.48 |
| 1-7-12000-700060 | Misc. Expenses | 87.50 | 100 | 12.50 | 12.50 |
| 1-7-12000-700065 | Dog Tag Collection | 424.55 | 2,000 | 1,575.45 | 78.77 |
| 1-7-12000-700140 | Employee Benefits | 331.62 | 250 | -81.62 | -32.65 |
| 1-7-12000-700260 | Agreements | 1,670.00 | 1,670 | 0.00 | 0.00 |
| 1-7-12000-700300 | 9-1-1 Signs | 369.00 | 1,000 | 631.00 | 63.10 |
| 1-7-12000-700310 | Ontario Provincial Police | 223,500.00 | 447,004 | 223,504.00 | 50.00 |
| 1-7-12000-718040 | Contracted Services | 3,663.36 | 10,000 | 6,336.64 | 63.37 |
| 1-7-12000-785010 | Veternarian Committee | 280.00 | 300 | 20.00 | 6.67 |
| 1-7-12000-785045 | Emergency Management Plan | 3,519.18 | 8,000 | 4,480.82 | 56.01 |
| 1-7-12000-785050 | Livestock Valuation | 1,046.77 | 1,500 | 453.23 | 30.22 |
| PROTECTIVE SERVICES Revenue | | -5,015.20 | -15,130 | -10114.80 | 66.85 |
| PROTECTIVE SERVICES Expense | | 235,709.82 | 473,324 | 237614.18 | 50.20 |
| Total PROTECTIVE SERVICES | | 230,694.62 | 458,194 | 227,499.38 | 49.65 |
| 12021 MUNICIPAL DISASTER | | | | | |
| 1-7-12021-700060 | Misc. Expenses | 20.35 | 0 | -20.35 | 0.00 |
| 1-7-12021-700061 | Covid-19 Expenses - 2020 | 11,167.83 | 0 | -11,167.83 | 0.00 |
| MUNICIPAL DISASTER Revenue | | 0.00 | 0 | 0.00 | 0.00 |
| MUNICIPAL DISASTER Expense | | 11,188.18 | 0 | -11188.18 | 0.00 |
| Total MUNICIPAL DISASTER | | 11,188.18 | 0 | -11,188.18 | 0.00 |
| 13030 PUBLIC WORKS | | | | | |
| 1-4-13030-440100 | OSG Roadways MNR | 0.00 | -35,000 | -35,000.00 | 100.00 |
| 1-4-13030-440320 | Fees & Charges Roadways | -1,560.00 | -2,000 | -440.00 | 22.00 |
| 1-4-13030-440464 | Ontario Grant | -4,725.00 | -29,545 | -24,820.00 | 84.01 |
| 1-4-13030-440465 | Canada Grant | 0.00 | -2,000 | -2,000.00 | 100.00 |
| 1-4-13030-440467 | Gas Tax | -45,780.82 | -91,562 | -45,781.18 | 50.00 |
| 1-7-13030-700010 | Salaries | 145,323.79 | 229,916 | 84,592.21 | 36.79 |
| 1-7-13030-700030 | Com. Member Meeting | 150.00 | 1,000 | 850.00 | 85.00 |
| 1-7-13030-700035 | Conference/Travel Expenses | 4,671.91 | 5,500 | 828.09 | 15.06 |
| 1-7-13030-700060 | Misc. Expenses | 1,454.91 | 1,000 | -454.91 | -45.49 |
| 1-7-13030-700070 | Insurance | 23,647.57 | 23,383 | -264.57 | -1.13 |
| 1-7-13030-700080 | Office Supplies | 871.66 | 500 | -371.66 | -74.33 |
| 1-7-13030-700090 | Materials & Supplies | 4,259.44 | 6,000 | 1,740.56 | 29.01 |
| 1-7-13030-700091 | HAND TOOL MAINTENANCE | 50.27 | 2,000 | 1,949.73 | 97.49 |
| 1-7-13030-700100 | Telephone | 2,081.23 | 1,800 | -281.23 | -15.62 |
| 1-7-13030-700110 | Hydro | 2,700.17 | 5,050 | 2,349.83 | 46.53 |

RETURN TO AGENDA

TOWNSHIP OF HORTON
Budget Variance Report



Budget Type : BUDGET

Fiscal Year : 2022 Period : 12
 Account Code : ?-4-?????-?????? To ?-8-?????-??????

| Acct Code | Acct Desc | Year to Date | Budget Amt | Variance | % Variance |
|-----------------------------|--|-------------------|------------------|-------------------|--------------|
| 1-7-13030-700110 | Hydro | 2,700.17 | 5,050 | 2,349.83 | 46.53 |
| 1-7-13030-700120 | Heat | 6,404.41 | 6,450 | 45.59 | 0.71 |
| 1-7-13030-700140 | Employee Benefits | 80,061.60 | 75,642 | -4,419.60 | -5.84 |
| 1-7-13030-700181 | Clothing Allowance | 203.52 | 2,000 | 1,796.48 | 89.82 |
| 1-7-13030-700190 | Building Maintenance | 8,567.37 | 10,000 | 1,432.63 | 14.33 |
| 1-7-13030-700191 | Building Cleaning | 50.84 | 1,350 | 1,299.16 | 96.23 |
| 1-7-13030-700240 | Radio License | 1,578.10 | 2,000 | 421.90 | 21.10 |
| 1-7-13030-700280 | Advertising | 2,176.48 | 1,200 | -976.48 | -81.37 |
| 1-7-13030-715015 | Computer Programs & Maintenance | 2,208.45 | 3,000 | 791.55 | 26.39 |
| 1-7-13030-718040 | Contracted Services | 1,226.20 | 2,500 | 1,273.80 | 50.95 |
| 1-7-13030-730130 | EXCAVATOR - REPAIRS/MNT | 3,931.95 | 15,000 | 11,068.05 | 73.79 |
| 1-7-13030-730155 | Truck 11 - 2013 CHEV 3/4 TON | 1,543.57 | 4,000 | 2,456.43 | 61.41 |
| 1-7-13030-730157 | Truck #14 - 2018 Western Star | 2,499.52 | 7,000 | 4,500.48 | 64.29 |
| 1-7-13030-730158 | Truck #22 - 2021 International | 1,635.09 | 5,000 | 3,364.91 | 67.30 |
| 1-7-13030-730159 | Truck # 24 - 2021 Freightliner | 5,595.74 | 7,000 | 1,404.26 | 20.06 |
| 1-7-13030-730160 | GRADER - REPAIRS/MNT | 2,023.60 | 15,000 | 12,976.40 | 86.51 |
| 1-7-13030-730161 | Truck 21 - 2021 GMC 1 Ton | 1,185.35 | 4,000 | 2,814.65 | 70.37 |
| 1-7-13030-730280 | BACKHOE/LOADER - REPAIRS/MNT | 3,179.12 | 5,000 | 1,820.88 | 36.42 |
| 1-7-13030-730291 | WOOD CHIPPER | 240.09 | 250 | 9.91 | 3.96 |
| 1-7-13030-730295 | TRAILER/MOWER - REPAIRS/MNT | 189.83 | 500 | 310.17 | 62.03 |
| 1-7-13030-730300 | Machinery Fuel | 41,820.19 | 63,255 | 21,434.81 | 33.89 |
| 1-7-13030-730490 | A - Culverts | 7,481.05 | 6,120 | -1,361.05 | -22.24 |
| 1-7-13030-730500 | A- Culverts - Salaries | 7,609.26 | 7,324 | -285.26 | -3.89 |
| 1-7-13030-730550 | B - Roadside Maintenance | 5,519.42 | 14,280 | 8,760.58 | 61.35 |
| 1-7-13030-730560 | B- Roadside Maint. - Salaries | 7,652.35 | 16,754 | 9,101.65 | 54.33 |
| 1-7-13030-730660 | C - Road Maintenance - Paved | 19,775.10 | 35,700 | 15,924.90 | 44.61 |
| 1-7-13030-730670 | C - Road Main. - Salaries | 18,204.78 | 27,086 | 8,881.22 | 32.79 |
| 1-7-13030-730780 | D - Grading-Gravel-Dust | 11,899.29 | 27,512 | 15,612.71 | 56.75 |
| 1-7-13030-730790 | D - Grading etc. - Salaries | 14,557.93 | 26,640 | 12,082.07 | 45.35 |
| 1-7-13030-730870 | E - Winter Road Maintenance | 17,937.98 | 59,250 | 41,312.02 | 69.72 |
| 1-7-13030-730880 | E - Winter Rd. Maint.-Salaries | 22,710.03 | 47,369 | 24,658.97 | 52.06 |
| 1-7-13030-730960 | F - Safety Devices | 8,277.86 | 10,000 | 1,722.14 | 17.22 |
| 1-7-13030-730970 | F - Safety Devices - Salaries | 2,315.64 | 9,895 | 7,579.36 | 76.60 |
| 1-7-13030-731023 | Asset Management | 0.00 | 5,000 | 5,000.00 | 100.00 |
| 1-7-13030-731030 | Transfer to Reserves Rds Buildings | 0.00 | 21,224 | 21,224.00 | 100.00 |
| 1-7-13030-731033 | Transfer to Reserves Roads | 0.00 | 166,658 | 166,658.00 | 100.00 |
| 1-7-13030-731034 | Transfer to Reserves - Winter Maintenanc | 0.00 | 1,040 | 1,040.00 | 100.00 |
| 1-7-13030-731035 | Transfer to Reserves Gas Tax | 0.00 | 91,562 | 91,562.00 | 100.00 |
| 1-7-13030-731039 | Debt Principle Payment | 26,142.50 | 38,393 | 12,250.50 | 31.91 |
| 1-7-13030-731040 | Debt Interest Payment | 2,813.03 | 5,222 | 2,408.97 | 46.13 |
| 1-7-13030-785040 | Street Lights | 1,395.89 | 2,000 | 604.11 | 30.21 |
| PUBLIC WORKS Revenue | | -52,065.82 | -160,107 | -108041.18 | 67.48 |
| PUBLIC WORKS Expense | | 525,824.08 | 1,125,325 | 599500.92 | 53.27 |
| Total PUBLIC WORKS | | 473,758.26 | 965,218 | 491,459.74 | 50.92 |
| 13031 ROADS - GRAVEL | | | | | |
| 1-7-13031-730780 | Annual Gravel Budget | 0.00 | 28,000 | 28,000.00 | 100.00 |

RETURN TO AGENDA

TOWNSHIP OF HORTON
Budget Variance Report



Budget Type : BUDGET

Fiscal Year : 2022 Period : 12
 Account Code : ?-4-?????-?????? To ?-8-?????-??????

| Acct Code | Acct Desc | Year to Date | Budget Amt | Variance | % Variance |
|------------------------------------|--|--------------------|-------------------|--------------------|-----------------|
| 1-8-13031-830050 | Eady Road | 14,601.39 | 0 | -14,601.39 | 0.00 |
| 1-8-13031-830161 | Pucker Street | 1,936.70 | 0 | -1,936.70 | 0.00 |
| 1-8-13031-830162 | Pinnacle Road | 3,438.63 | 0 | -3,438.63 | 0.00 |
| ROADS - GRAVEL Revenue | | 0.00 | 0 | 0.00 | 0.00 |
| ROADS - GRAVEL Expense | | 19,976.72 | 28,000 | 8023.28 | 28.65 |
| Total ROADS - GRAVEL | | 19,976.72 | 28,000 | 8,023.28 | 28.65 |
| 13033 ROADS - CAPITAL | | | | | |
| 1-4-13033-440221 | Ontario Grant - OCIF | -127,515.00 | 0 | 127,515.00 | 0.00 |
| 1-4-13033-440461 | Transfer from Reserves - Roads Equipment | 0.00 | -1,629,052 | -1,629,052.00 | 100.00 |
| 1-4-13033-440464 | Ontario Grant | 0.00 | -161,728 | -161,728.00 | 100.00 |
| 1-4-13033-440466 | Transfer from Lot Dev Fund | 0.00 | -9,586 | -9,586.00 | 100.00 |
| 1-4-13033-440550 | Transfer from Reserves - Gas Tax | 0.00 | -40,000 | -40,000.00 | 100.00 |
| 1-7-13033-700140 | Employee Benefits | 2,039.55 | 0 | -2,039.55 | 0.00 |
| 1-7-13033-700250 | CAPITAL EQUIPMENT | 59,555.68 | 41,400 | -18,155.68 | -43.85 |
| 1-7-13033-700259 | Capital - Buildings | 0.00 | 40,000 | 40,000.00 | 100.00 |
| 1-7-13033-745040 | Thompsonhill Streets | 2,861.82 | 1,480,752 | 1,477,890.18 | 99.81 |
| 1-8-13033-830039 | Cotieville Road | 0.00 | 171,314 | 171,314.00 | 100.00 |
| 1-8-13033-830050 | EADY ROAD | 50,869.86 | 55,000 | 4,130.14 | 7.51 |
| 1-8-13033-830070 | Golf Course Road | 148.59 | 64,000 | 63,851.41 | 99.77 |
| 1-8-13033-830097 | Johnston Rd | 0.00 | 2,900 | 2,900.00 | 100.00 |
| 1-8-13033-830184 | THOMPSON HILL STREETS | 640,861.52 | 0 | -640,861.52 | 0.00 |
| ROADS - CAPITAL Revenue | | -127,515.00 | -1,840,366 | -1712851.00 | 93.07 |
| ROADS - CAPITAL Expense | | 756,337.02 | 1,855,366 | 1099028.98 | 59.24 |
| Total ROADS - CAPITAL | | 628,822.02 | 15,000 | -613,822.02 | -4092.15 |
| 13035 STORM SEWER | | | | | |
| 1-7-13035-700400 | Contracted Services | 0.00 | 3,000 | 3,000.00 | 100.00 |
| STORM SEWER Revenue | | 0.00 | 0 | 0.00 | 0.00 |
| STORM SEWER Expense | | 0.00 | 3,000 | 3000.00 | 100.00 |
| Total STORM SEWER | | 0.00 | 3,000 | 3,000.00 | 100.00 |
| 14000 ENVIROMENTAL SERVICES | | | | | |
| 1-4-14000-440220 | Ontario Grant | -34,851.01 | -95,748 | -60,896.99 | 63.60 |
| 1-4-14000-440380 | Tipping Fees | -32,653.00 | -55,000 | -22,347.00 | 40.63 |
| 1-4-14000-440480 | Blue Box & Composter | -48.00 | -200 | -152.00 | 76.00 |
| 1-4-14000-440482 | Ontario Stewardship Tires | 0.00 | -100 | -100.00 | 100.00 |
| 1-4-14000-440483 | Electronic Waste | -496.64 | -1,000 | -503.36 | 50.34 |
| 1-7-14000-700010 | Salaries | 31,867.38 | 50,000 | 18,132.62 | 36.27 |
| 1-7-14000-700030 | Committee Members Fees | 150.00 | 1,000 | 850.00 | 85.00 |
| 1-7-14000-700035 | Conference/Travel Expenses | 2,366.50 | 1,400 | -966.50 | -69.04 |
| 1-7-14000-700060 | Misc. Expenses | 468.05 | 2,200 | 1,731.95 | 78.73 |
| 1-7-14000-700070 | Insurance | 3,295.11 | 3,196 | -99.11 | -3.10 |
| 1-7-14000-700080 | Office Supplies | 217.07 | 500 | 282.93 | 56.59 |
| 1-7-14000-700090 | Material & Supplies | 196.52 | 1,500 | 1,303.48 | 86.90 |
| 1-7-14000-700100 | Telephone | 35.77 | 150 | 114.23 | 76.15 |
| 1-7-14000-700110 | Hydro | 362.60 | 300 | 62.60 | 20.87 |

RETURN TO AGENDA

TOWNSHIP OF HORTON
Budget Variance Report



Budget Type : BUDGET

Fiscal Year : 2022 Period : 12
 Account Code : ?-4-?????-?????? To ?-8-?????-??????

| Acct Code | Acct Desc | Year to Date | Budget Amt | Variance | % Variance |
|--|----------------------------------|-------------------|-----------------|-------------------|--------------|
| 1-7-14000-700110 | Hydro | 362.60 | 300 | -62.60 | -20.87 |
| 1-7-14000-700140 | Employee Benefits | 6,698.27 | 11,081 | 4,382.73 | 39.55 |
| 1-7-14000-700190 | Building Maintenance | 0.00 | 500 | 500.00 | 100.00 |
| 1-7-14000-700250 | Transfer to Capital | 10,767.77 | 0 | -10,767.77 | 0.00 |
| 1-7-14000-700280 | Advertising | 543.62 | 1,000 | 456.38 | 45.64 |
| 1-7-14000-700400 | Contracted Services | 1,227.60 | 1,100 | -127.60 | -11.60 |
| 1-7-14000-731038 | Blue Box Purchase | 0.00 | 500 | 500.00 | 100.00 |
| 1-7-14000-745020 | Promotion and Education | 0.00 | 1,000 | 1,000.00 | 100.00 |
| 1-7-14000-745021 | Recycling - Tires | 0.00 | 50 | 50.00 | 100.00 |
| 1-7-14000-745025 | Household Hazardous Waste Days | 4,018.66 | 3,000 | -1,018.66 | -33.96 |
| 1-7-14000-745026 | Recycling - Curbside Pickup | 91,841.45 | 208,799 | 116,957.55 | 56.01 |
| 1-7-14000-745027 | Waste - Curbside Pickup | 86,959.67 | 148,438 | 61,478.33 | 41.42 |
| 1-7-14000-745031 | Compaction & Covering | 24,411.50 | 40,000 | 15,588.50 | 38.97 |
| 1-7-14000-745033 | Landfill - Re-grind Waste | 11,448.00 | 25,000 | 13,552.00 | 54.21 |
| 1-7-14000-745034 | Material Transfers | 0.00 | 500 | 500.00 | 100.00 |
| 1-7-14000-745040 | Engineering Fees | 5,934.24 | 15,590 | 9,655.76 | 61.94 |
| 1-7-14000-789020 | Transfer to Reserves - Landfill | 0.00 | 23,900 | 23,900.00 | 100.00 |
| ENVIROMENTAL SERVICES Revenue | | -68,048.65 | -152,048 | -83999.35 | 55.25 |
| ENVIROMENTAL SERVICES Expense | | 282,809.78 | 540,704 | 257894.22 | 47.70 |
| Total ENVIROMENTAL SERVICES | | 214,761.13 | 388,656 | 173,894.87 | 44.74 |
| 15051 PARK & REC ADMINISTRATION | | | | | |
| 1-7-15051-700010 | Salaries | 7,607.44 | 10,000 | 2,392.56 | 23.93 |
| 1-7-15051-700030 | Com. Member Meetings | 250.00 | 2,000 | 1,750.00 | 87.50 |
| 1-7-15051-700035 | Conference/Travel Expenses | 137.38 | 500 | 362.62 | 72.52 |
| 1-7-15051-700060 | Misc. Expenses | 111.94 | 100 | -11.94 | -11.94 |
| 1-7-15051-700070 | Insurance | 13,004.71 | 12,784 | -220.71 | -1.73 |
| 1-7-15051-700090 | Office Supplies | 39.46 | 200 | 160.54 | 80.27 |
| 1-7-15051-700140 | Employee Benefits | 2,292.20 | 5,000 | 2,707.80 | 54.16 |
| 1-7-15051-700260 | Agreements | 0.00 | 34,000 | 34,000.00 | 100.00 |
| 1-7-15051-700280 | Advertising | 92.93 | 200 | 107.07 | 53.54 |
| PARK & REC ADMINISTRATION Revenue | | 0.00 | 0 | 0.00 | 0.00 |
| PARK & REC ADMINISTRATION Expense | | 23,536.06 | 64,784 | 41247.94 | 63.67 |
| Total PARK & REC ADMINISTRATION | | 23,536.06 | 64,784 | 41,247.94 | 63.67 |
| 15052 PARK & REC OUTDOOR FACILITIES | | | | | |
| 1-4-15052-440216 | Boat Launch - Fines | -310.00 | -400 | -90.00 | 22.50 |
| 1-4-15052-440423 | Volleyball Revenue | 0.00 | -500 | -500.00 | 100.00 |
| 1-4-15052-440428 | Soccer Registrations | 0.00 | -5,000 | -5,000.00 | 100.00 |
| 1-4-15052-440431 | Boat Launch Other Rev Misc. | -4,162.62 | -5,000 | -837.38 | 16.75 |
| 1-4-15052-440466 | Transfer from Lot Dev Fund | 0.00 | -36,582 | -36,582.00 | 100.00 |
| 1-7-15052-700010 | Salaries | 9,879.28 | 3,070 | -6,809.28 | -221.80 |
| 1-7-15052-700140 | Employee Benefits | 2,780.97 | 890 | -1,890.97 | -212.47 |
| 1-7-15052-700201 | Trail Maintenance | 0.00 | 1,000 | 1,000.00 | 100.00 |
| 1-7-15052-700215 | Soccer Field Maintenance | 178.08 | 3,000 | 2,821.92 | 94.06 |
| 1-7-15052-700220 | Boat Launch Property Maintenance | 1,566.54 | 2,000 | 433.46 | 21.67 |
| 1-7-15052-700250 | Transfer to Capital | 23,666.11 | 36,582 | 12,915.89 | 35.31 |

RETURN TO AGENDA

TOWNSHIP OF HORTON
Budget Variance Report



Budget Type : BUDGET

Fiscal Year : 2022 Period : 12
 Account Code : ?-4-?????-?????? To ?-8-?????-??????

| Acct Code | Acct Desc | Year to Date | Budget Amt | Variance | % Variance |
|--|----------------------------------|-------------------|----------------|-------------------|----------------|
| 1-7-15052-700250 | Transfer to Capital | 23,666.11 | 36,582 | 12,915.89 | 35.31 |
| 1-7-15052-715071 | Farrell's Landing Property | 0.00 | 250 | 250.00 | 100.00 |
| 1-7-15052-785083 | Volleyball Expense | 0.00 | 200 | 200.00 | 100.00 |
| PARK & REC OUTDOOR FACILITIES Revenue | | -4,472.62 | -47,482 | -43009.38 | 90.58 |
| PARK & REC OUTDOOR FACILITIES Expense | | 38,070.98 | 46,992 | 8921.02 | 18.98 |
| Total PARK & REC OUTDOOR FACILITIES | | 33,598.36 | -490 | -34,088.36 | 6956.81 |
| 15053 PARK & REC COMMUNITY CENTER | | | | | |
| 1-4-15053-440425 | Rent | -10,957.93 | -10,000 | 957.93 | -9.58 |
| 1-4-15053-440429 | Donations | -1,000.00 | 0 | 1,000.00 | 0.00 |
| 1-4-15053-440440 | Sale of Equipment | -41.00 | 0 | 41.00 | 0.00 |
| 1-4-15053-440461 | Transfer from Reserves | 0.00 | -48,000 | -48,000.00 | 100.00 |
| 1-4-15053-440800 | Bar Sales | -7,457.54 | -5,000 | 2,457.54 | -49.15 |
| 1-7-15053-700010 | Salaries | 10,260.68 | 16,660 | 6,399.32 | 38.41 |
| 1-7-15053-700095 | Restock Bar | 3,482.25 | 8,000 | 4,517.75 | 56.47 |
| 1-7-15053-700100 | Telephone | 1,568.58 | 800 | -768.58 | -96.07 |
| 1-7-15053-700110 | Utilities | 10,324.20 | 10,500 | 175.80 | 1.67 |
| 1-7-15053-700140 | Employee Benefits | 1,781.88 | 2,500 | 718.12 | 28.72 |
| 1-7-15053-700190 | Building Maintenance | 2,481.06 | 5,000 | 2,518.94 | 50.38 |
| 1-7-15053-700191 | Building Cleaning | 678.80 | 1,500 | 821.20 | 54.75 |
| 1-7-15053-700200 | Equipment Repairs/Replacement | 1,361.49 | 2,000 | 638.51 | 31.93 |
| 1-7-15053-700251 | Transfer to Capital - Bldg Renos | 0.00 | 48,000 | 48,000.00 | 100.00 |
| 1-7-15053-700280 | Advertising | 336.90 | 1,000 | 663.10 | 66.31 |
| 1-7-15053-715015 | Computer Programs & Maintenance | 351.69 | 500 | 148.31 | 29.66 |
| 1-7-15053-789000 | Transfer to Reserves - Building | 0.00 | 31,000 | 31,000.00 | 100.00 |
| PARK & REC COMMUNITY CENTER Revenue | | -19,456.47 | -63,000 | -43543.53 | 69.12 |
| PARK & REC COMMUNITY CENTER Expense | | 32,627.53 | 127,460 | 94832.47 | 74.40 |
| Total PARK & REC COMMUNITY CENTER | | 13,171.06 | 64,460 | 51,288.94 | 79.57 |
| 15054 PARK & REC RINK | | | | | |
| 1-4-15054-440433 | Rink - Ice Rentals | -1,820.00 | -1,500 | 320.00 | -21.33 |
| 1-7-15054-700010 | Salaries | 3,898.02 | 8,640 | 4,741.98 | 54.88 |
| 1-7-15054-700110 | Utilities | 0.00 | 1,500 | 1,500.00 | 100.00 |
| 1-7-15054-700140 | Employee Benefits | 860.33 | 3,000 | 2,139.67 | 71.32 |
| 1-7-15054-700190 | Building Maintenance | 2,039.23 | 6,600 | 4,560.77 | 69.10 |
| 1-7-15054-700191 | Building Cleaning | 20.33 | 500 | 479.67 | 95.93 |
| 1-7-15054-700200 | Equipment Repairs/Maintenance | 607.28 | 1,500 | 892.72 | 59.51 |
| 1-7-15054-700280 | Advertising | 0.00 | 100 | 100.00 | 100.00 |
| 1-7-15054-785069 | Change Rooms | 16.22 | 100 | 83.78 | 83.78 |
| PARK & REC RINK Revenue | | -1,820.00 | -1,500 | 320.00 | -21.33 |
| PARK & REC RINK Expense | | 7,441.41 | 21,940 | 14498.59 | 66.08 |
| Total PARK & REC RINK | | 5,621.41 | 20,440 | 14,818.59 | 72.50 |
| 15055 PARK & REC ANNUAL EVENTS | | | | | |
| 1-4-15055-440426 | Euchre Revenue | 0.00 | -4,000 | -4,000.00 | 100.00 |
| 1-4-15055-440427 | Country Dance Proceeds | -924.78 | -8,000 | -7,075.22 | 88.44 |
| 1-4-15055-440446 | Aerobics & Drop In Sports Fees | 386.00 | 500 | 114.00 | 22.80 |

RETURN TO AGENDA

TOWNSHIP OF HORTON
Budget Variance Report



Budget Type : BUDGET

Fiscal Year : 2022 Period : 12
 Account Code : ?-4-?????-?????? To ?-8-?????-??????

| Acct Code | Acct Desc | Year to Date | Budget Amt | Variance | % Variance |
|--|--|------------------|----------------|------------------|---------------|
| 1-4-15055-440446 | Aerobics & Drop In Sports Fees | -386.00 | -500 | -114.00 | 22.80 |
| 1-4-15055-440570 | Winter Carnival Revenue | 0.00 | -4,000 | -4,000.00 | 100.00 |
| 1-4-15055-440575 | Canada Day Revenue | -3,725.39 | -4,500 | -774.61 | 17.21 |
| 1-7-15055-785075 | Canada Day Expenses | 2,075.02 | 2,700 | 624.98 | 23.15 |
| 1-7-15055-785080 | Winter Carnival Expenses | 0.00 | 2,500 | 2,500.00 | 100.00 |
| 1-7-15055-785081 | Country Dance Expenses | 712.56 | 8,000 | 7,287.44 | 91.09 |
| 1-7-15055-785082 | Aerobics & Drop In Sports | 381.09 | 150 | -231.09 | -154.06 |
| 1-7-15055-786000 | Euchres Expense | 0.00 | 2,200 | 2,200.00 | 100.00 |
| PARK & REC ANNUAL EVENTS Revenue | | -5,036.17 | -21,000 | -15963.83 | 76.02 |
| PARK & REC ANNUAL EVENTS Expense | | 3,168.67 | 15,550 | 12381.33 | 79.62 |
| Total PARK & REC ANNUAL EVENTS | | -1,867.50 | -5,450 | -3,582.50 | 65.73 |
| 15056 PARK & REC FUNDRAISING | | | | | |
| 1-4-15056-440450 | Easter Egg Hunt | 0.00 | -1,000 | -1,000.00 | 100.00 |
| 1-4-15056-440452 | Fruit Fundraiser | -330.00 | -9,010 | -8,680.00 | 96.34 |
| 1-4-15056-440455 | Murder Mystery | 0.00 | -3,200 | -3,200.00 | 100.00 |
| 1-4-15056-440456 | Fundraising Catering | -3,145.14 | -5,000 | -1,854.86 | 37.10 |
| 1-4-15056-440457 | Harvest Dinner | 0.00 | -3,000 | -3,000.00 | 100.00 |
| 1-4-15056-440458 | Trivia Night | -843.38 | -700 | 143.38 | -20.48 |
| 1-7-15056-785100 | Easter Egg Hunt | 0.00 | 400 | 400.00 | 100.00 |
| 1-7-15056-785102 | Fruit Fundraiser | 9,354.30 | 7,500 | -1,854.30 | -24.72 |
| 1-7-15056-785105 | Murder Mystery | 0.00 | 1,500 | 1,500.00 | 100.00 |
| 1-7-15056-785106 | Fundraising Catering | 739.80 | 5,000 | 4,260.20 | 85.20 |
| 1-7-15056-785107 | Harvest Dinner | 0.00 | 1,800 | 1,800.00 | 100.00 |
| 1-7-15056-785108 | Trivia Night | 381.67 | 500 | 118.33 | 23.67 |
| 1-7-15056-789070 | Transf to Reserves - Working for Hoedown | 0.00 | 5,210 | 5,210.00 | 100.00 |
| PARK & REC FUNDRAISING Revenue | | -4,318.52 | -21,910 | -17591.48 | 80.29 |
| PARK & REC FUNDRAISING Expense | | 10,475.77 | 21,910 | 11434.23 | 52.19 |
| Total PARK & REC FUNDRAISING | | 6,157.25 | 0 | -6,157.25 | 0.00 |
| 15057 PARK & REC HORTON HOEDOWN | | | | | |
| 1-4-15057-440432 | Christmas Craft Show | -312.89 | 0 | 312.89 | 0.00 |
| PARK & REC HORTON HOEDOWN Revenue | | -312.89 | 0 | 312.89 | 0.00 |
| PARK & REC HORTON HOEDOWN Expense | | 0.00 | 0 | 0.00 | 0.00 |
| Total PARK & REC HORTON HOEDOWN | | -312.89 | 0 | 312.89 | 0.00 |
| 15100 LIBRARY | | | | | |
| 1-4-15100-440464 | PROV GOV LIBRARY | 0.00 | -5,050 | -5,050.00 | 100.00 |
| 1-7-15100-750010 | LIBRARY AGREEMENT | 8,323.00 | 8,323 | 0.00 | 0.00 |
| 1-7-15100-750011 | PROVINCIAL GRANT TO LIBRARY | 0.00 | 5,050 | 5,050.00 | 100.00 |
| LIBRARY Revenue | | 0.00 | -5,050 | -5050.00 | 100.00 |
| LIBRARY Expense | | 8,323.00 | 13,373 | 5050.00 | 37.76 |
| Total LIBRARY | | 8,323.00 | 8,323 | 0.00 | 0.00 |
| 16000 HEALTH SERVICES | | | | | |
| 1-4-16000-440300 | Doctor Recruitment - Fees & Charges | -10.00 | 0 | 10.00 | 0.00 |

RETURN TO AGENDA

TOWNSHIP OF HORTON
Budget Variance Report



Budget Type : BUDGET

Fiscal Year : 2022 Period : 12
 Account Code : ?-4-?????-?????? To ?-8-?????-??????

| Acct Code | Acct Desc | Year to Date | Budget Amt | Variance | % Variance |
|--------------------------------|--|------------------|----------------|-----------------|---------------|
| 1-7-16000-700010 | Salaries | 0.00 | 350 | 350.00 | 100.00 |
| 1-7-16000-700140 | Employee Benefits | 80.77 | 100 | 19.23 | 19.23 |
| 1-7-16000-700221 | Cemetery Maintenance - Martin Cemetery | 352.44 | 0 | -352.44 | 0.00 |
| 1-7-16000-750010 | Golden Age Activity Centre | 1,000.00 | 1,000 | 0.00 | 0.00 |
| 1-7-16000-750020 | Soc Serv Home Supp Grant | 1,230.00 | 1,230 | 0.00 | 0.00 |
| 1-7-16000-750030 | Renfrew Sunshine Coach | 1,050.00 | 1,050 | 0.00 | 0.00 |
| 1-7-16000-750040 | Doctor Recruitment | 31,705.53 | 31,706 | 0.47 | 0.00 |
| 1-7-16000-750050 | Hospice Renfrew | 250.00 | 250 | 0.00 | 0.00 |
| HEALTH SERVICES Revenue | | -10.00 | 0 | 10.00 | 0.00 |
| HEALTH SERVICES Expense | | 35,668.74 | 35,686 | 17.26 | 0.05 |
| Total HEALTH SERVICES | | 35,658.74 | 35,686 | 27.26 | 0.08 |
| 17000 PLANNING | | | | | |
| 1-4-17000-440330 | Fees & Charges Planning | -5,450.00 | -5,800 | -350.00 | 6.03 |
| 1-4-17000-440355 | Fees & Charges Zoning Compl. | -1,470.00 | -400 | 1,070.00 | -267.50 |
| 1-4-17000-440461 | TRANSFER FROM RESERVE (MODERNIZATION) | 0.00 | -10,000 | -10,000.00 | 100.00 |
| 1-7-17000-700060 | Com. Member Fees | 1,021.76 | 1,700 | 678.24 | 39.90 |
| 1-7-17000-700090 | Materials & Supplies | 0.00 | 100 | 100.00 | 100.00 |
| 1-7-17000-780010 | Contracted Services | 2,550.00 | 2,000 | -550.00 | -27.50 |
| 1-7-17000-780100 | Economic Development | 0.00 | 10,000 | 10,000.00 | 100.00 |
| PLANNING Revenue | | -6,920.00 | -16,200 | -9280.00 | 57.28 |
| PLANNING Expense | | 3,571.76 | 13,800 | 10228.24 | 74.12 |
| Total PLANNING | | -3,348.24 | -2,400 | 948.24 | -39.51 |
| 18000 FIRE | | | | | |
| 1-4-18000-440110 | Provincial Fees and Charges | -1,204.61 | -10,000 | -8,795.39 | 87.95 |
| 1-4-18000-440215 | POA - Fines | 0.00 | -500 | -500.00 | 100.00 |
| 1-4-18000-440310 | Fees & Charges Fire | 0.00 | -1,800 | -1,800.00 | 100.00 |
| 1-4-18000-440461 | Transfer from Reserve | 0.00 | -8,861 | -8,861.00 | 100.00 |
| 1-7-18000-700010 | Salaries | 28,138.03 | 47,000 | 18,861.97 | 40.13 |
| 1-7-18000-700035 | Conference/Travel Expenses | 0.00 | 750 | 750.00 | 100.00 |
| 1-7-18000-700060 | Misc. Expenses | 4,232.23 | 1,000 | -3,232.23 | -323.22 |
| 1-7-18000-700070 | Insurance | 17,122.66 | 20,071 | 2,948.34 | 14.69 |
| 1-7-18000-700080 | Office Supplies | 0.00 | 1,000 | 1,000.00 | 100.00 |
| 1-7-18000-700090 | Clothing Expense | 0.00 | 1,200 | 1,200.00 | 100.00 |
| 1-7-18000-700100 | Telephone | 897.95 | 1,300 | 402.05 | 30.93 |
| 1-7-18000-700110 | Utilities | 6,259.19 | 6,410 | 150.81 | 2.35 |
| 1-7-18000-700140 | Employee Benefits | 5,469.24 | 4,700 | -769.24 | -16.37 |
| 1-7-18000-700180 | Office Equip. & Maint. | 2,040.15 | 2,500 | 459.85 | 18.39 |
| 1-7-18000-700190 | Building Maintenance | 1,017.60 | 2,000 | 982.40 | 49.12 |
| 1-7-18000-700191 | Building Cleaning | 17.24 | 1,000 | 982.76 | 98.28 |
| 1-7-18000-700200 | Fire Equipment Maintenance | 12,599.62 | 19,400 | 6,800.38 | 35.05 |
| 1-7-18000-700210 | Fleet Maintenance | 7,764.04 | 11,800 | 4,035.96 | 34.20 |
| 1-7-18000-700230 | Fuel & Oil | 0.00 | 1,000 | 1,000.00 | 100.00 |
| 1-7-18000-700240 | Radio/Communications | 913.21 | 2,000 | 1,086.79 | 54.34 |
| 1-7-18000-700250 | Transfer to Capital | 7,980.02 | 8,861 | 880.98 | 9.94 |
| 1-7-18000-700260 | Extrication Agreement | 1,000.00 | 5,000 | 4,000.00 | 80.00 |

RETURN TO AGENDA

TOWNSHIP OF HORTON
Budget Variance Report



Budget Type : BUDGET

Fiscal Year : 2022 Period : 12
 Account Code : ?-4-?????-?????? To ?-8-?????-??????

| Acct Code | Acct Desc | Year to Date | Budget Amt | Variance | % Variance |
|-------------------------------------|--------------------------------------|----------------------|----------------|---------------------|------------------|
| 1-7-18000-700260 | Extrication Agreement | 1,000.00 | 5,000 | 4,000.00 | 80.00 |
| 1-7-18000-700261 | Water Rescue Agreement | 1,000.00 | 3,000 | 2,000.00 | 66.67 |
| 1-7-18000-715015 | Computer/Program Maintenance | 6,780.53 | 4,000 | -2,780.53 | -69.51 |
| 1-7-18000-721060 | Training | 3,136.52 | 4,500 | 1,363.48 | 30.30 |
| 1-7-18000-721070 | Compressed Air | 210.00 | 250 | 40.00 | 16.00 |
| 1-7-18000-721080 | Extinguisher Recharges | 0.00 | 300 | 300.00 | 100.00 |
| 1-7-18000-721210 | Communications - County | 4,121.88 | 4,200 | 78.12 | 1.86 |
| 1-7-18000-721230 | Fire Prevention | 1,354.46 | 2,850 | 1,495.54 | 52.48 |
| 1-7-18000-721240 | Hydrant/Water Supply | 0.00 | 300 | 300.00 | 100.00 |
| 1-7-18000-789005 | Transfer to Reserves Fire Equipment | 0.00 | 34,640 | 34,640.00 | 100.00 |
| 1-7-18000-789038 | Transfer to Reserves - Building | 0.00 | 2,875 | 2,875.00 | 100.00 |
| FIRE Revenue | | -1,204.61 | -21,161 | -19956.39 | 94.31 |
| FIRE Expense | | 112,054.57 | 193,907 | 81852.43 | 42.21 |
| Total FIRE | | 110,849.96 | 172,746 | 61,896.04 | 35.83 |
| 19000 BUILDING DEPARTMENT | | | | | |
| 1-4-19000-440385 | Septic Permits | -6,600.00 | -8,000 | -1,400.00 | 17.50 |
| 1-4-19000-440410 | Building Permits | -37,148.00 | -48,985 | -11,837.00 | 24.16 |
| 1-4-19000-440431 | Misc. Revenue | -4,000.00 | -2,000 | 2,000.00 | -100.00 |
| 1-4-19000-440605 | Transfer from Reserves | 0.00 | -8,735 | -8,735.00 | 100.00 |
| 1-7-19000-700010 | Salaries | 26,250.00 | 49,500 | 23,250.00 | 46.97 |
| 1-7-19000-700035 | Conference/Travel Expenses | 0.00 | 350 | 350.00 | 100.00 |
| 1-7-19000-700060 | Misc. Expenses | 60.00 | 500 | 440.00 | 88.00 |
| 1-7-19000-700080 | Office Supplies | 76.32 | 800 | 723.68 | 90.46 |
| 1-7-19000-700100 | Telephone | 231.76 | 500 | 268.24 | 53.65 |
| 1-7-19000-700140 | Employee Benefits | 3,309.62 | 6,250 | 2,940.38 | 47.05 |
| 1-7-19000-700190 | Building Maintenance - Partial Share | 0.00 | 2,000 | 2,000.00 | 100.00 |
| 1-7-19000-718040 | Contracted Services | 0.00 | 2,000 | 2,000.00 | 100.00 |
| 1-7-19000-785066 | Office Administration | 0.00 | 5,820 | 5,820.00 | 100.00 |
| BUILDING DEPARTMENT Revenue | | -47,748.00 | -67,720 | -19972.00 | 29.49 |
| BUILDING DEPARTMENT Expense | | 29,927.70 | 67,720 | 37792.30 | 55.81 |
| Total BUILDING DEPARTMENT | | -17,820.30 | 0 | 17,820.30 | 0.00 |
| Total General Operating Fund | | -1,855,965.21 | -12,399 | 1,843,566.21 | -14868.67 |
| Report Total | | -1,855,965.21 | -12,399 | 1,843,566.21 | -14868.67 |

RETURN TO AGENDA



Township of Horton COUNCIL / COMMITTEE REPORT

| | | |
|--|---------------------------|---------------------------|
| Title: AGED TAX ARREARS | Date: | September 6, 2022 |
| | Council/Committee: | Council |
| | Author: | Nathalie Moore, Treasurer |
| | Department: | General Government |

RECOMMENDATIONS:

THAT Council receive the aged tax arrears report as information.

BACKGROUND:

As per the request of Public Advisory Member Spencer Hopping, this report will breakdown the aged tax arrears. The Municipal Act 2001, c. 25, s. 345 (1) gives the Township the authority to pass by-laws to impose late payment charges for the non-payment of taxes or any instalment by the due date.

The tax system is balanced monthly on the first working day of each month. Once the taxes are balanced a late payment charge of 1.25% is applied to any account that have a balance owing.

Reminder notices are generated for any property with a balance owing over \$10. These are mailed out monthly, aside from the months that the actual billings occur. Which in Horton is February and August.

Annually letters are sent to any properties that have a balance of more than two years owing. They are encouraged to make online payments or contact the office to make payment arrangements to avoid the tax sale process. Authority for the Township to conduct tax sales is given by the Municipal Act 2001, c. 25, s. 351.

The chart below displays the breakdown of taxes owing at a specific point in time. Keep in mind that the current taxes also include the amounts billed but not yet due. As of August 31, 2022 we have 26 properties that have a balance of at least one year in arrears, 14 properties have a balance of at least two years in arrears and 7 properties have a balance of at least three or more years in arrears.

Staff will continue to present these reports on a quarterly basis to Council.

ALTERNATIVES: N/A

RETURN TO AGENDA

FINANCIAL IMPLICATIONS:

| | <u>Curr. Yr Tax</u> | <u>Penalty</u> | <u>Yr 1 Tax</u> | <u>Yr 1 Int</u> | <u>Yr 2 Tax</u> | <u>Yr 2 Int</u> | <u>Yr 3+ Tax</u> | <u>Yr 3+ Int</u> | <u>Total</u> |
|--------------------|---------------------|----------------|-----------------|-----------------|-----------------|-----------------|------------------|------------------|--------------|
| AGED TRIAL BALANCE | 1,353,691.22 | 3,484.97 | 100,341.89 | 6,858.52 | 37,158.20 | 5,686.07 | 44,805.17 | 18,680.74 | 1,570,706.78 |
| TAX SALES: | 13,962.64 | 465.48 | 9,248.37 | 1,561.74 | 9,276.20 | 2,843.46 | 42,278.15 | 18,126.34 | 97,762.38 |
| ARREARS: | 1,339,728.58 | 3,019.49 | 91,093.52 | 5,296.78 | 27,882.00 | 2,842.61 | 2,527.02 | 554.40 | 1,472,944.40 |

CONSULTATIONS: Hope Dillabough, CAO/Clerk

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



Township of Horton COUNCIL / COMMITTEE REPORT

| | | |
|---|---------------------------|----------------------------------|
| Title: JOINT COMPLIANCE AUDIT COMMITTEE 2022 MUNICIPAL ELECTION | Date: | September 6 th , 2022 |
| | Council/Committee: | Council |
| | Author: | Hope Dillabough, CAO/Clerk |
| | Department: | Administration |

RECOMMENDATIONS:

THAT Council of the Township of Horton enact a By-law to establish a Joint Compliance Audit Committee

BACKGROUND:

All Municipal Councils must appoint a Compliance Audit Committee. The Committee must be appointed by October 1st of an election year and be composed of 3-7 members. The term of office for the Committee is the same as the term of office of the Council.

A Compliance Audit Committee can be requested by an elector who:

- Is entitled to vote in an election; and
- Believes on reasonable grounds that a candidate has contravened the Act relating to election campaign finances.

The Committee has the authority to:

- To grant or reject a compliance audit application;
- To appoint an auditor where the application is granted;
- To commence legal proceedings against the candidate for any apparent contravention within 30 days of receiving the auditor's report;
- To make a finding whether or not there were reasonable grounds for making the application if the auditor's report concludes the candidate did not appear to have contravened a provision of the Act relating to election campaign finances.

Council is responsible for paying all costs in relation to the committee's operation and activities.

It is recommended that the committee should possess an in-depth knowledge of the campaign financing rules of the *Municipal Elections Act, 1996*. Staff's recommendation is to appoint Horton Township resident Dan Duguay. He is a retired civil servant who has had an extensive career in public sector auditing and accounting. His qualifications include: An FCPA and FGCA from Ontario, Masters and bachelor's degrees in business administration Auditor General of the Cayman Islands for 6 years. He has 33 years' experience in public sector auditing Served as Canadian Board Member for IPSASB (International Public Sector Auditing Standards Board) which is responsible for setting international standards for Public Sector Auditing Served on numerous International Committees relating to international Auditing and Accounting.

ALTERNATIVES: n/a

RETURN TO AGENDA

FINANCIAL IMPLICATIONS: Members of the Committee shall be paid \$175.00 per meeting plus mileage to and from meetings, at current CRA Mileage Rate.

CONSULTATIONS: The respective municipalities involved.

ATTACHMENTS:

Prepared by: Hope Dillabough, CAO/Clerk

Horton Twsp. - April 2022

| # | Date | Complainant | Location | Status | Total Calls |
|--------------|--------|--------------------|-------------------|--------------|-------------|
| 1 | 03-Apr | Stray Cat | Knight St | Resolved | 1 |
| 2 | 05-Apr | Dog at Large | Burnstown Rd | Charges Laid | 1 |
| 3 | 06-Apr | Dog at Large | Gillan Rd | 1st Warning | 1 |
| 4 | 08-Apr | Property Standards | Thompson Hill Cem | Resolved | 1 |
| 5 | 12-Apr | Stray Dog | Goshen Rd | Resolved | 1 |
| 6 | 14-Apr | Noise Complaint | Pinacle Rd | 1st Warning | 1 |
| 7 | 21-Apr | Missing Cat | Eady Rd | Resolved | 1 |
| 8 | 26-Apr | Stray Dog | Lisa Lane | Resolved | 1 |
| 9 | 27-Apr | Missing Dog | Lisa Lane | Resolved | 1 |
| 10 | 30-Apr | Dead Dog | River Rd | Resolved | 1 |
| TOTAL | | | | | 10 |

Horton Twsp. - May 2022

| # | Date | Complainant | Location | Status | Total Calls |
|--------------|--------|--------------------|--------------|--------------|-------------|
| 1 | 02-May | Dog at Large | Gillan Rd | Charges Laid | 1 |
| 2 | 05-May | Dead Cow | Bruce St | Resolved | 1 |
| 3 | 08-May | Missing Dog | Storyland Rd | Resolved | 1 |
| 4 | 12-May | Property Standards | Pinacle Rd | Ongoing | 1 |
| 5 | 15-May | Dog Bite | * Gillan Rd | Resolved | 1 |
| 6 | 24-May | Parking Ticket | | Resolved | 1 |
| 7 | 26-May | Stray Dog | River Rd | Resolved | 1 |
| 8 | 28-May | Noise Complaint | Joshnston Rd | Resolved | 1 |
| 9 | 30-May | Missing Dog | Goshen Rd | Resolved | 1 |
| 10 | 30-May | Garbage and Debris | Highway 60 | Resolved | 1 |
| Total | | | | | 10 |

Horton Twsp. - June 2022

| # | Date | Complainant | Location | Status | Total Calls |
|--------------|--------|--------------------|--------------------|-------------|-------------|
| 1 | 03-Jun | Injured Goose | Horton Boat Launch | Resolved | 1 |
| 2 | 06-Jun | Parking Ticket | | Resolved | 1 |
| 3 | 07-Jun | Dog at large | Cotieville | 1st Warning | 1 |
| 4 | 13-Jun | Parking Ticket | | Resolved | 1 |
| 5 | 16-Jun | Property Standards | Nabodney | Ongoing | 1 |
| 6 | 19-Jun | Missing Cat | Castleford Rd | Resolved | 1 |
| 7 | 22-Jun | Parking Ticket | | Resolved | 1 |
| 8 | 25-Jun | Stray Dog | Orin Rd | Resolved | 1 |
| 9 | 26-Jun | Property Line | Catherine Ln | Resolved | 1 |
| 10 | 28-Jun | Missing Dog | River Rd | Resolved | 1 |
| 11 | 28-Jun | Parking Ticket | | Resolved | 1 |
| 12 | 30-Jun | Barking Dog | Pinnacle Rd | 1st Warning | 1 |
| Total | | | | | 12 |

RETURN TO AGENDA

| Monthly Summary 2022 | | | | | | | | |
|-----------------------------|---------------|----------------|---------------------|--------------|--------------|--------------|--------------|----------------|
| 2022 | Animal | Parking | Prop. Stand. | Noise | Other | Pound | Total | Charges |
| Jan | 7 | | | | 1 | | 8 | 1 |
| Feb | 5 | 1 | 1 | | | | 7 | 0 |
| Mar | 5 | 0 | 3 | | | | 8 | 1 |
| Apr | 8 | | 1 | 1 | | | 10 | 1 |
| May | 6 | 1 | 1 | 1 | 1 | | 10 | 1 |
| Jun | 5 | 4 | 1 | | 2 | | 12 | |
| Jul | | | | | | | 0 | |
| Aug | | | | | | | 0 | |
| Sep | | | | | | | 0 | |
| Oct | | | | | | | 0 | |
| Nov | | | | | | | 0 | |
| Dec | | | | | | | 0 | |
| Total | 36 | 6 | 7 | 2 | 4 | 0 | 55 | 4 |

RETURN TO AGENDA



Township of Horton

COUNCIL / COMMITTEE REPORT

| | | |
|--|---------------------------|------------------------------------|
| Title: Recreation Chair's Report – July 15 th | Date: | July 15, 2022 |
| | 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

Mayor Bennett stated there will not be an update until the 2nd week of August.

Horton Recreation Association

Ms. Ryan stated that the total number of names on the list of people increased after the Canada Day event. A meeting in the fall should take place.

Canada Day

Chair Humphries thanked Ms. Ryan for the effort that was put into the event to make it a success. The day was reviewed in efforts to make the next more successful.

Harvest Dinner

Brief discussion on the menu for the harvest dinner took place. Beef should continue to be the protein of the menu and supporting local should be investigated.

Euchre

Public Advisory Member Dickson recommended that Euchre start back up again this fall during the third week of September and continue every second week. Ms. Ryan to book the hall and create a calendar.

Volunteer Recommendation

Moved by Barb Dickson

Seconded by Ralph Miller

THAT the Recreation Committee would like council to approve the recommendation to allow Brady Bennett to be added to the volunteer roster.

Carried

Bar & Smart Serve Course

Ms. Ryan to have costs of having someone come in person to teach the Smart Serve Course in order to expand persons to ask to cover the bar for events.

RETURN TO AGENDA

Fruit Fundraiser

Ms Ryan asked the committee to assist in finalizing prices for the peaches, pears and plums to take advantage of the tax bill mailings with a mini flyer in each one.

Signage for Millennium Trail

Moved by Sharon Bennett

Seconded by Barb Dickson

THAT the Recreation Committee would like to use monies received from the Ministry of Transportation from the sale of the property along the trail to purchase “Welcome to Horton Township” signage for the Millennium Trail as well as 911 information.

Carried

ALTERNATIVES: N/A

FINANCIAL IMPLICATIONS: N/A.

CONSULTATIONS: N/A

Prepared by: Amanda Ryan, Receptionist/Clerk

Reviewed by: Hope Dillabough, CAO/Clerk



THE CORPORATION OF THE TOWNSHIP OF HORTON

Memo from the CAO/Clerk as of September 2nd, 2022.

INFORMATION provided **NOT** included in the Regular Council meeting package of September 6th, 2022.

INFORMATION EMAILED

1. 2021 AMO Annual Report
2. 2022 Victim Services Golf Tournament
3. AMO Policy Update
4. Firefighter Certification
5. MMAH Strong Mayor Response Letter
6. Ontario Empowering Mayors to Build Housing Faster
7. Ottawa Valley Business News – July 19
8. Ottawa Valley Business News – August 2
9. Ottawa Valley Business News – August 16
10. Calendars

RETURN TO AGENDA



THE TERRY FOX RUN
FOR CANCER RESEARCH



August 2022

Horton Mayor and Council:

The Renfrew Terry Fox Run organizers are pleased to say that we are back with an in-person event for the 42nd annual Terry Fox Run on September 18th. New this year, we are holding a raffle for a unique quilt handmade from vintage Terry Fox Run t-shirts and ribbons. Draw will be held on run day.

Once again, we request the use of the Millennium Trail for the 10km route. Since the trail crosses some busy roadways throughout Renfrew we have requested police presence where the trail crosses Raglan St. South (M&R Feeds) and Barnet Blvd from about 11:00 am until approximately 1:00 pm. We will be accessing the Horton portion of the trail from the edge of Renfrew at Barnet Blvd. to Limekiln Road, the 5km mark where participants will turn back

We encourage Horton Council and residents to join us on run day. Registration will be in the lobby at Mateway beginning at 10:00 a.m. Three ways people can support this great cause are:

1. Register as a participant or create a team (family, friends, work team) and/or;
2. Make a donation to our Terry Fox Run and/or;
3. Purchase raffle tickets. They are available at Scotiabank, Scott's Shoe Store, A Sense of Country, Ottawa Valley Coffee, Scott's Hardware and Gourley's Variety.

<https://run.terryfox.ca/3076>

Thank you for your support and please stay safe.

Patti Leclaire and Dan Donohue
terryfoxrunrenfrew@gmail.com
613-433-6158

THE TERRY FOX RUN Sunday September 18, 2022

BN/Registration Number: 10809 9979 RR0001

RETURN TO AGENDA

QUILT RAFFLE ENTER TO WIN!

SUPPORT THE TERRY FOX RUN



HANDMADE
from vintage
Terry Fox Run
t-shirts & ribbons!

Draw will be held on
run day Sept 18, 2022.

★ All proceeds go towards
cancer research

71" x 49"



TICKETS

1 FOR \$2

3 FOR \$5

Check it out on display at Scotiabank, and purchase your tickets from:

- Scotiabank
- Ottawa Valley Coffee
- Scott's Shoe Store
- A Sense of Country
- Scott's Hardware
- Gourley's Outdoors

**THE CORPORATION OF THE
TOWNSHIP OF HORTON**

BY-LAW NUMBER 2022-41

A By-law to amend By-law Number 2010-14 of the Corporation of the Township of Horton, as amended.

PURSUANT TO SECTION 34 OF THE PLANNING ACT, R.S.O., 1990, c.P. 13, THE TOWNSHIP OF HORTON HEREBY ENACTS AS FOLLOWS:

1. THAT By-law Number 2010-14, as amended, be and the same is hereby further amended as follows:

(a) By adding the following section immediately following subsection 16.3(fff):

16.4 HOLDING ZONES

(a) Rural – holding (RU-h)

Until such time as the holding symbol is removed from the lands described as Part of Lot 11, Concession 8, in the Township of Horton, and delineated as Rural – holding (RU-h) on Schedule A to this By-law, in accordance with the conditions set forth herein, no person shall use land or erect or use a building or structure, except in accordance with the following:

i) Permitted Uses

- Existing uses in existing locations
- Open space
- Passive recreation uses

ii) Conditions for removal of Holding Symbol (h)

The completion and submission of the following:

1. Submission of an archaeological assessment as per the Standards and Guidelines (MHSTCI 2011) that is approved by the Ministry of Heritage, Sport and Culture.”

(b) Schedule "A" is amended by rezoning those lands described above from Rural (RU) to Limited Service Residential (LSR) and from Rural (RU) to Rural – holding (RU-h) as shown as Items 1 and 2 on the Schedule "A" attached hereto.

2. THAT save as aforesaid all other provisions of By-law 2010-14, as amended, shall be complied with.

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

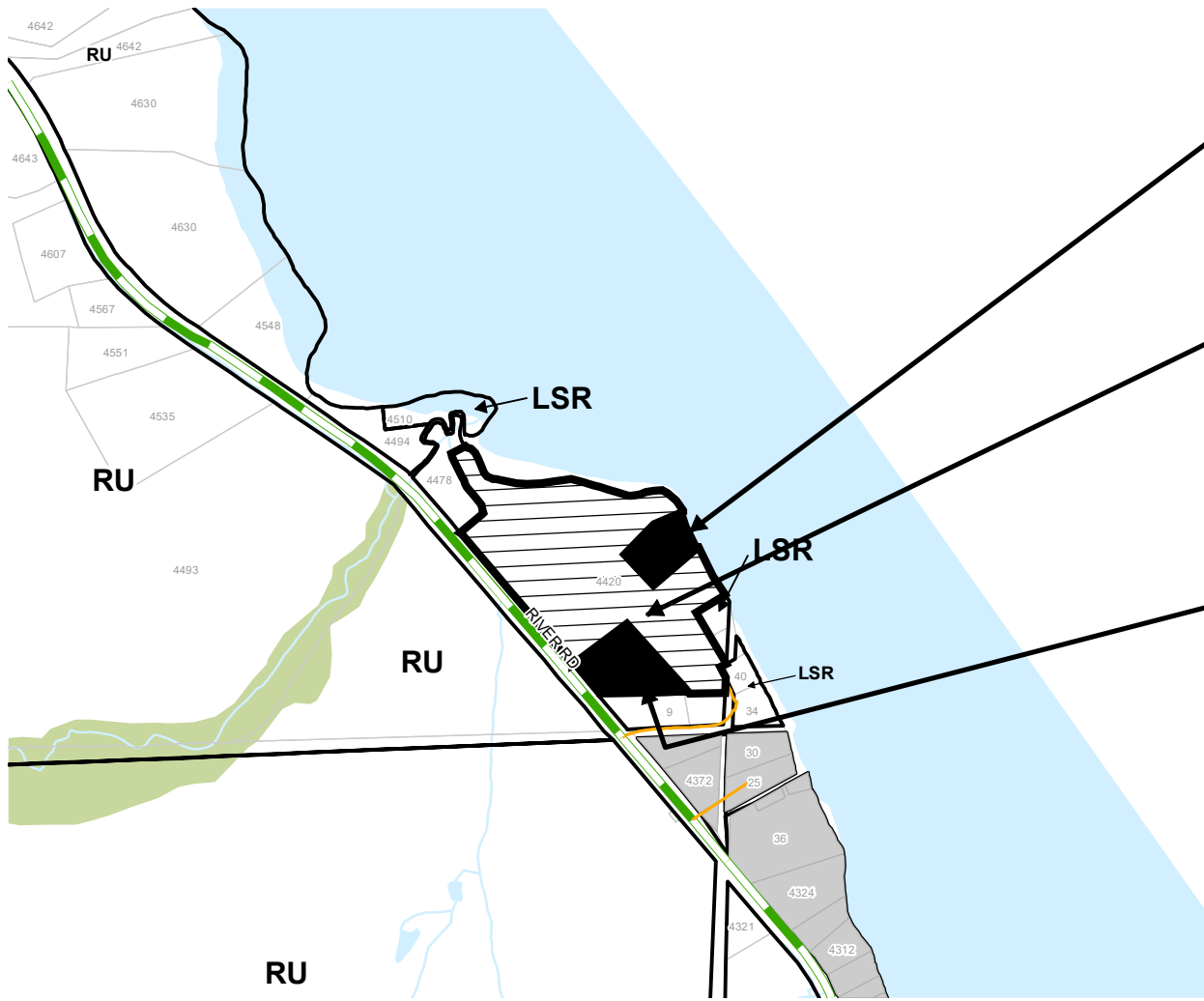
This By-law given its FIRST and SECOND reading this 6th day of September, 2022.

This By-law read a THIRD time and finally passed this 6th day of September, 2022.

MAYOR David M. Bennett

CAO/Clerk Hope Dillabough

RETURN TO AGENDA



Item 1:
From RU
to LSR

Item 2:
From RU
to RU-E42

Item 1:
From RU
to LSR



1:10,000

Corporation of The Township of Horton

This is Schedule "A" to By-law Number _____.
 Passed the _____ day of _____ 20_____.
 Signatures of Signing Officers

Mayor

CAO\Clerk

LEGEND

LSR Limited Service Residential

-E Exception Zone

RU Rural

■ Item 1: Area affected
by amendment:
From RU to LSR

■ Environmental Protection (EP)

■ Item 2: Area affected
by amendment:
From RU to RU-h

-h Holding Zone

CORPORATION OF THE TOWNSHIP OF HORTON

BY-LAW NO. 2022-42

A BY-LAW TO APPOINT A JOINT COMPLIANCE AUDIT COMMITTEE FOR THE 2022 MUNICIPAL ELECTION

WHEREAS Section 88.37 of the Municipal Elections Act, 1996 requires municipalities to appoint a Compliance Audit Committee regarding election campaign finances before October 1 in an election year;

AND WHEREAS the Townships of McNab/Braeside, Admaston/Bromley, Greater Madawaska, and Horton together with the Town of Arnprior deemed it expedient to establish a Joint Compliance Audit Committee.

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

1. That the committee, known as the Joint Compliance Audit Committee, is hereby established.
2. That the Terms of Reference of the Joint Compliance Audit Committee (2022-2026) attached as Schedule "A" and forming part of this By-law be approved and adopted.
3. That the Joint Compliance Audit Committee consist of five (5) members being from each municipality noted below:
 - Town of Arnprior – Donna Anderson
 - Township of McNab/Braeside – Barbara Darlow
 - Township of Horton – Dan Duguay
 - Township of Admaston/Bromley – Derek Chapman
 - Township of Greater Madawaska – David Stewart
4. That this By-Law shall come into force and take effect upon the passing thereof.
5. That By-law Number 2018-59 and any other by-laws, resolutions, or parts of by-laws and or resolutions inconsistent with the provisions contained in this by-law are hereby repealed.

READ a first and second time this 6th day of September, 2022.

READ a third time and passed this 6th day of September, 2022.

MAYOR David M. Bennett

CAO/CLERK Hope Dillabough

Term of Reference – Joint Compliance Audit Committee

Town of Arnprior, Township of McNab/Braeside, Township of Greater Madawaska, Township of Admaston/Bromley, and Township of Horton

1.0 Mission

The Joint Compliance Audit Committee, herein referred to as the "Committee", has full delegation of the authority set out in section 88.37 of the Municipal Elections Act, as amended, to address applications requesting an audit of a candidate's or third-party advertiser's election campaign finances. This authority includes, but is not limited to, the following:

- Review applications and grant or reject audit requests.
- Where an audit is granted, to appoint an auditor and review the audit report.
- Where indicated, decide whether legal proceedings shall be commenced.

2.0 Background

The Municipal Elections Act authorizes Council to delegate its responsibilities for conducting a compliance audit on a municipal election candidates and third-party advertiser campaign finances.

3.0 Objectives

To ensure that the provisions of the Municipal Elections Act, Section 88.37 are not contravened, and to follow the necessary steps to ensure compliance. The Committee will abide by any terms and conditions, which may be set out by the member municipality's Solicitor, Auditor and/or Insurer for any activities relating to Committee business.

4.0 Composition

The Committee shall be comprised of five members of the public, being one member of each municipality. Each individual municipality's Council shall appoint the committee members by By-Law. Ideally, Committee members will have a financial/accounting background and be familiar with the Municipal Elections Act.

The Committee shall appoint such executive positions, as it deems necessary and shall, as a minimum, appoint a Chair and Vice-Chair. The Clerk, and/or his/her designate, of the member municipality, shall act as Secretary to this Committee.

In accordance with the Municipal Elections Act, members of the Council, Town employees, officers of the Town, candidates running for office, or registered third-party advertisers, in each municipality, in the 2022 municipal election for which the Committee is established, are prohibited from being appointed to this Committee. Members of the public affiliated with any candidates/ third party advertisers are also prohibited from being appointed to this Committee.

Should an appointed Member accept employment with any of the member municipalities or register as a candidate/ third-party advertiser with any of the member municipalities, their appointment will be terminated.

All Committee Members must agree in writing that they will not work for or provide advice to any candidate running for municipal office, or third-party advertisers within the member's municipalities.

Anyone who has participated as a candidate/ third-party advertiser in the member municipality's elections, or who have conducted audits or provided financial advice in respect of such campaigns, would be disqualified from participation on the Committee.

5.0 Term of Appointment

Members will be appointed for the time frame to deal with applications received for a compliance audit for the 2022 Municipal Elections. This Committee shall be dissolved at the conclusion of the requirements notes in Section 88.37 of the Municipal Elections Act. The Term of Committee is parallel with Council.

6.0 Resources and Costs

Staff from the applicable member's municipality shall provide administrative support to the committee. The Clerk of the member's municipality will act as a resource to the Committee. The member's municipality requiring the service of the Committee shall be responsible for all associated expenses.

7.0 Timing of Meetings

- Within 30 days of receipt of an application requesting a compliance audit, the Committee shall consider the compliance audit application and decide whether it should be granted or rejected.
- If the application is granted, the Committee will appoint an auditor to conduct a compliance audit of the candidate's/ third party advertiser's election campaign finances.
- The Committee will review the auditor's report within 30 days of receipt and decide whether legal proceedings should be commenced.
- If the auditor's report indicates that there were no apparent contraventions and if there appears there were no reasonable grounds for the application, the Committee shall advise Council accordingly.

The first meeting will be called by the Clerk, of the member's municipality, upon receipt of an application to conduct a compliance audit. The date and time of the meeting will be determined by the Clerk of the member's municipality and communicated directly to the Committee members.

- The five-member committee called to hear a request for compliance audit shall select one of its Members to act as a Chair at the first meeting. A Vice Chair will also be selected at the first meeting.

Subsequent meetings will be held at the call of Chair. All time frames established in the Municipal Elections Act, 1996 and regulations shall be adhered to.

8.0 Meeting Procedures

Committee activity shall be determined primarily by the number and complexity of applications for compliance audits that may be received. The frequency and duration of Committee meetings, to review applications received, will be determined by the Committee in consultation with the Clerk of the member's municipality.

The Chair shall cause notice of the meetings, including the agenda for the meetings. The agenda will be provided to members of the Committee a minimum of three (3) business days prior to the date of each meeting. Quorum for meetings shall consist of a majority of the members of the Committee.

Meetings of the Committee shall be governed by the member municipality's Procedural By-Law. If this By-Law does not cover any proceedings, then the most current edition of Robert's Rules of Order and Legislation will govern.

The Committee may, upon affirmative vote of majority of its members present at a meeting, determine to hold any meeting or part of a meeting as a closed session in order to discuss sensitive personal issues or legal matters. If the Committee elects to hold a closed session, all persons not entitled to vote (with the exception of the staff liaison, if any, and all persons excepted by the members) shall vacate the premises where the meeting is taking place. A closed meeting can only be held in accordance with Section 239 of the Municipal Act.

9.0 Reports

The Committee will conduct the compliance audit in accordance with the Municipal Elections Act, as amended. The Clerk of the member's municipality will act as the main contact between the Committee and Council and will report on Committee activity as required to the appropriate individuals and Council.

10.0 Records

The records emanating from the Joint Compliance Audit Committee shall be retained and preserved by the municipality requesting the services of the Committee in accordance with that member municipality's Record Retention By-Law.

11.0 Administration

Any responsibilities not clearly identified within these Terms of Reference shall be in accordance with Section 88.37 of the Municipal Elections Act, as amended.

12.0 Conflicts of Interest

Members shall abide by the rules outlined within the Municipal Conflict of Interest Act and shall disclose the pecuniary interest to the Secretary of the meeting and absent themselves from meetings for the duration of the discussion and voting (if any) with respect to the matter. To avoid any potential conflict of interest, applicants with accounting or auditing backgrounds must agree in writing that they will not offer their services to any municipal election or third-party advertiser candidates.

13.0 Errors and Omissions

The accidental omission to give notice of any meeting of the Committee to its members, or the non-receipt of any notice by any members or the public, or any error in any notice that does not affect its substance, does not invalidate any Resolution passed or any proceedings taken at the meeting.

14.0 Meeting Attendance

Any member of the Committee, who misses three consecutive meetings, without being excused by the Committee, may be removed from the Committee. The Committee must make recommendation, by a report to Council of all five municipalities, for the removal of any member. The appointment by-law of each municipality would then require amendment if a member is removed from the Committee.

15.0 Location of Meetings

The location of the meetings will be established by the Committee, pending the municipality(s) where the investigation/ meeting is required.

16.0 Budget

The expenses of this Committee shall be the responsibility of the Clerk of the member municipality under the Election Budget, or as deemed by the Treasurer of the member municipality.

17.0 Remuneration

Members of the Committee shall be paid \$175.00 per meeting plus mileage to and from meetings, at current CRA Mileage Rate.

18.0 Expulsion of Member

The Committee and/or Clerk of the member municipality, may recommend to Council, of all five municipalities, the expulsion of a member for reasons as listed, but not limited to, the member being in contravention of the Municipal Act, the Municipal Freedom of Information and Protection of Privacy Act, the Provincial Offences Act, the Municipal Conflict of Interest Act and the Municipal Elections Act; disrupting the Work of the Committee or other legal issues.

THE CORPORATION OF THE TOWNSHIP OF HORTON

BY-LAW NO. 2022-43

BEING A BY-LAW AUTHORIZING THE TOWNSHIP OF HORTON TO ENTER INTO AN AGREEMENT FOR GOLF COURSE ROAD REHABILITATION WITH THE TOWNSHIP OF ADMASTON/BROMLEY AND THOMAS CAVANAUGH CONSTRUCTION LIMITED

WHEREAS the said Municipalities are adjoining Municipalities and are desirous of entering into an Agreement under the provisions of the Municipal Act, 2001, S.O. 2001, c 25, S20(1) dealing with rehabilitation of Golf Course Road between the Municipalities;

AND WHEREAS the Council deems it expedient to enter into such an agreement for the rehabilitation of Golf Course Road with the Township of Admaston/Bromley and Thomas Cavanaugh Construction Limited.

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

1. THAT The Corporation of the Township of Horton enters into an Agreement with the Township of Admaston/Bromley and Thomas Cavanaugh Construction Limited, of which the agreement is attached and marked as Schedule "A" to this By-law.
2. THAT the Mayor and CAO/Clerk be authorized to execute the said Agreement together with all documents relating thereto, and further, to make such other motions as may be necessary to complete this matter.
3. THAT the CAO/Clerk is hereby authorized to make such administrative amendments as necessary to carry out this by-law.
4. THAT this By-Law shall come into force and take effect immediately upon the passage thereof.

Read a First and Second Time this 6th day of September, 2022.

Read a Third Time and Passed this 6th day of September, 2022.

MAYOR David M. Bennett

CAO/CLERK Hope Dillabough



Golf Course Road Rehabilitation
Form of Agreement



This Agreement made on this _____ day of _____, 2022

Between The Corporation of the Township of Horton

and

The Corporation of the Township
of Admaston/Bromley
(Hereinafter called the “Townships”)

party of the first part

And Thomas Cavanagh Construction Limited

(Hereinafter called the “Contractor”)

party of the second part

For The rehabilitation of the Boundary road know as Golf Course Road from Highway 60 to the entrance of the proposed aggregate pit owned by Thomas Cavanagh Construction Limited located at Lots 23-25, Con 1 in the Township of Horton per registered plan 49R19014 to facilitate a non-seasonally load restricted roadway.

(Hereinafter called the “Work”)



Golf Course Road Rehabilitation Form of Agreement



Now, witnessed,

That the Townships and the Contractor in consideration of the fulfillment of their respective promises and obligations herein set forth, covenant and agree with each other as follows:

- 1) The Contractor undertakes and agrees to provide all necessary labour, equipment, materials and supervision, unless otherwise indicated, together with all incidentals and standard contract deliverables thereto to perform the Work to the satisfaction of the Townships.
- 2) All work shall be of the highest quality and to the satisfaction of the Townships and shall conform with all applicable local By-Laws, regulations, OPSS and OPSD whether referenced below or not.
- 3) The Townships shall not supply any design drawing outside of the Appendices and GBE data referred to in this agreement. The Contractor may supply design drawing at their own expense and must be approved in writing by the Township of Horton's Public Works Manager.
- 4) The Work shall consist of but not be limited to:
 - a) Reclamation of the existing bituminous surface to a depth of 150mm (+/- 15mm). per Appendix A, Appendix B, and OPSS 330 and 301.
 - b) Ditch cleanout ensuring positive flow throughout to coincide with the existing drainage and topography, per Appendix A and Appendix C.
 - c) Tree Removal as necessary to facilitate ditch cleanout Appendix C.
 - d) Supply and Installation of two (2) lane way corrugated steel pipe culverts, 0.300m Diameter x 10 m Length to facilitate drainage, per Appendix A, Appendix C and Appendix D.
 - e) Application, compaction and grading of granular base materials of up to 700 m of roadway, including the entrance to the Golf Course, to lift the road platform (no sub excavation required), ensuring a smooth riding surface and that all reclaimed material is covered by a minimum of 75mm of Granular "A", per the Granular Base Equivalency (GBE) testing data, Appendix A, Appendix E and OPSS 1010, 330, 301.
 - f) The Contractor shall be responsible for completing the layout of the project.
 - g) The Contractor shall be responsible for establishing the horizontal center line alignment complete with chainage at 10m intervals .
 - h) The Contractor shall establish the centerline finish top of asphalt grade by transferring the existing centerline asphalt grade to conform with the GBE data supplied by the Township of Horton.
 - i) Tie in all existing laneways with a like for like surface ensuring a smooth transition on to the new road platform.
 - j) Dust suppression per OPSS 506.



Golf Course Road Rehabilitation Form of Agreement



- k) Traffic Control per Book 7 regulations. One live lane of traffic shall always be kept open, and all practicable efforts shall be made not to unnecessarily hinder the operation of the businesses or residents of Golf Course Road throughout the Work.
 - l) All Work shall conform with the Township of Horton's noise By-Law 2013-56.
 - m) Supply and Installation of one (1) new RA1 Oversized 90cm x 90cm stop sign (0.81 Aluminum, High Intensity Grade) per Appendix A, OTM Book 4 and 5 specifications.
 - n) Application of a high-class bituminous surface to up to 700 m of roadway including the entrance to the Golf Course per Appendix A, Appendix E, and GBE testing data. The HCB surface shall consist of a 50mm HL8 base course and 40mm HL3 top course or a pre-approved equivalent per OPSS 1003,1150,1151.
 - o) Supply and apply Yellow Reflected Centerline Paint and Glass Beads per OPSS 710.
- 5) The Townships assume no responsibility for the accuracy of any information supplied in the Appendices or GBE data. All information supplied is for reference purposes only. The Contractor shall be solely responsible for confirming the quantity of materials and labour required to perform the work to the satisfaction of the Townships
 - 6) Incidentals and deliverables shall include but not be limited to:
 - a) A Preliminary Schedule of Work
 - b) Sub Contractor List
 - c) Traffic Control Plan (Must be pre-approved before work commencement)
 - d) Dust Suppression Plan
 - e) Itemized Schedule of Pricing List
 - f) Soil analysis and design mixture specifications for QA testing as applicable (14 days before application)
 - g) A Certified Cheque for Ten percent (10%) of the estimated upset total for the Work in the Township of Horton's name. (10% of \$325,477.98)
 - h) Proof of WSIB.
 - i) Proof of Five Million dollars (\$5,000,000.00) liability insurance in the name of the Contractor and the Townships.
 - 7) At the discretion of the Township of Horton's Public Works Manager a geotechnical consultant may be requested to perform Quality Assurance (QA) including sampling, testing and reporting with the costs being borne by the Contractor.
 - 8) All quality assurance testing must be completed in a CCIL certified laboratory for Marshall and Superpave Mix Compliance (Type B), Aggregate Quality Control (Type C), Aggregate Physical Property (Type D). Sampling or testing must be conducted by a technician certified to perform sampling or testing.



Golf Course Road Rehabilitation
Form of Agreement



- 9) The Townships undertakes and agrees to pay the Contractor in Canadian Funds the sum of One Hundred and Twenty-Six Thousand and Six Hundred and Twenty-Seven Dollars and Eighty Cents (\$ 126,627.80) including HST for the performance of the Work in accordance with By-Law 2022-09 subject to satisfactory performance of the Work to the satisfaction of the Townships.
- 10) The Townships shall only pay the Contractor for applicable aggregate and High-Class Bituminous materials for the Work to the upset limit specified in By-Law 2022-09. The Townships reserve the right to have a staff member onsite to collect weigh tickets to ensure all materials invoiced accurately represent the materials supplied for the Work.
- 11) The Contractor shall supply the Townships an itemized schedule of pricing list for all materials to be invoiced to the Townships prior to any Work commencing. The pricing shall be adhered to with no adjustments for the duration of the Work. Materials that are not specified on the schedule of pricing shall not be paid for by the Townships and shall be the responsibility of the Contractor. The schedule of pricing must be approved in writing by the Township of Horton's Public Works Manager prior to any Work commencing.
- 12) The Contractor shall supply a detailed invoice for all payments including weigh tickets and a total quantities spreadsheet for all materials invoiced to the Townships.

| Golf Course Road Rehabilitation Payment Schedule | | | | | |
|--|---------------------|------------------------------|----------------------|--------------------|---------------------|
| Payment | Description | Timing for payment | SUB-TOTAL | HST | TOTAL |
| 1 | Up to top of Gran B | Gran B grade Cert. | \$ 51,000.00 | \$6,630.00 | \$57,630.00 |
| 2 | Granular A | Gran A grade Cert | \$ 18,500.00 | \$2,405.00 | \$20,905.00 |
| 3 | Base Asphalt | Completion of Base Course | \$ 20,000.00 | \$2,600.00 | \$22,600.00 |
| 4 | Surface Asphalt | Completion of Surface Course | \$ 22,560.00 | \$2,932.80 | \$25,492.80 |
| TOTALS | | | \$ 112,060.00 | \$14,567.80 | \$126,627.80 |

- 13) The payment schedule shall be as follows:
- 14) The Townships shall have (30) thirty business days to issue payment upon receipt of all supporting documentation and a complete invoice.
- 15) No statutory hold back shall be applicable to the Work.
- 16) Upon successful completion of the Work representatives from the Townships and the Contractor shall perform a thorough inspection of the work noting all deficiencies to be repaired. Upon successful completion of all noted deficiencies the deposit cheque shall be released in full. If all noted deficiencies are not repaired within (30) thirty calendar days, the Townships reserve the right to retain the deposit cheque and utilize the funds to repair the deficiencies.



Golf Course Road Rehabilitation
Form of Agreement



- 17) The Contractor will be responsible for the warranty of the Work for a 12-month period in accordance with OPSS.MUNI 100 GC 7.16 warranty. If the Contractor does not adhere to OPSS.MUNI 100 GC 7.16 warranty, the Townships reserve the right to seasonally restrict the roadway until the warranty work noted by the Townships is repaired
- 18) The Contractor and the Townships for themselves, their successors, administrators and permitted assigns undertake and agree to the full performance of their respective obligations under the Contract.
- 19) The Work may not be assigned or sub-Contracted by the Contractor to an alternate party without the express written consent of the Township of Horton's Public Works Manager.
- 20) The Contractor shall supply a yearly quantities report to the Township of Horton for all aggregate sourced from the proposed aggregate pit owned by Thomas Cavanagh Construction Limited located at Lots 23-25, Con 1 in the Township of Horton per registered plan 49R19014 for the duration of this agreement. Failure to deliver the yearly quantities report shall permit the Townships to seasonally restrict the roadway until the report is delivered.
- 21) Upon successful completion of all terms in this agreement to the satisfaction of the Townships a letter of acceptance shall be issued to the Contractor by the Township of Horton's Public Works Manager with the released deposit cheque to the address specified below attesting that Golf Course Road from Highway 60 to the entrance of the proposed aggregate pit owned by Thomas Cavanagh Construction Limited located at Lots 23-25, Con 1 in the Township of Horton per registered plan 49R19014 shall remain non-seasonally load restricted for thirty (30) Calendar years, until December 31st 2052 unless clause 17 and 20 are not adhered to.
- 22) If either party desires to give notice to the other party under, or in connection with, this agreement, such notice will be effectively given upon actual service or three (3) days after being sent by Registered Mail to:

a) The Townships at: The Township of Horton

2253 Johnston Road, Renfrew, Ontario K7V 3Z8
Attn : Adam Knapp, Public Works Manager

b) The Contractor at:



Golf Course Road Rehabilitation
Form of Agreement



IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written or cause their corporate seals to be affixed, attested by the signature of their proper officers, as the case may be.

Contractor:

Contractor Firm Name

Corporate Seal or Signature of Witness

Signature of Authorized Signing Officer

Township of Horton:

Mayor

Corporate Seal

CAO/Clerk

Township of Admaston Bromley:

Mayor

Corporate Seal

CAO/Clerk

THE CORPORATION OF THE TOWNSHIP OF HORTON**BY-LAW NUMBER 2022-44****A BY-LAW OF THE CORPORATION OF THE TOWNSHIP OF HORTON TO AUTHORIZE THE BORROWING UPON SERIAL DEBENTURES IN THE PRINCIPAL AMOUNT OF \$2,452,000.00 TOWARDS THE COST OF THOMPSON HILL STREETS PROJECT**

WHEREAS subsection 401 (1) of the *Municipal Act, 2001*, as amended (the “**Act**”) provides that a municipality may incur a debt for municipal purposes, whether by borrowing money or in any other way, and may issue debentures and prescribed financial instruments and enter prescribed financial agreements for or in relation to the debt;

AND WHEREAS subsection 408 (2.1) of the Act provides that a municipality may issue a debenture or other financial instrument for long-term borrowing only to provide financing for a capital work;

AND WHEREAS the Council of The Corporation of The Township of Horton (the “**Municipality**”) has passed the By-law(s) enumerated in column (1) of Schedule “A” attached hereto and forming part of this By-law to authorize the capital work(s) described in column (2) of Schedule “A” (the “**Capital Work(s)**”), to authorize the long-term borrowing from Ontario Infrastructure and Lands Corporation (“**OILC**”) in respect of the Capital Work(s) and to confirm, ratify and approve the execution by the Treasurer of the application to OILC for financing the Capital Works (the “**Application**”) and the submission by such authorized official of the Application; and to execute and deliver to OILC the rate offer letter agreement in respect of such long-term borrowing for the Capital Works;

AND WHEREAS before authorizing the Capital Work(s) and before authorizing any additional cost amount and any additional debenture authority in respect thereof (if any) the Council of the Municipality had its Treasurer calculate an updated limit in respect of its most recent annual debt and financial obligation limit received from the Ministry of Municipal Affairs and Housing in accordance with the applicable regulation and, prior to the Council of the Municipality authorizing the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), the Treasurer determined that the estimated annual amount payable in respect of the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), would not cause the Municipality to exceed the updated limit and that the approval of the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), by the Local Planning Appeal Tribunal pursuant to such regulation was not required;

AND WHEREAS the Municipality has submitted the Application to OILC and the Application has been approved;

AND WHEREAS to provide long-term financing for the Capital Work(s) it is now deemed to be expedient to borrow money by the issue of serial debentures in the aggregate

RETURN TO AGENDA

principal amount of \$2,452,000.00 dated September 15, 2022 and maturing on September 15, 2052, and payable in semi-annual instalments of combined equal principal and diminishing interest amounts on the fifteenth day of March and on the fifteenth day of September in each of the years 2023 to 2052, both inclusive on the terms hereinafter set forth;

NOW THEREFORE THE COUNCIL OF The Corporation of The Township of Horton ENACTS AS FOLLOWS:

1. For the Capital Work(s), the borrowing upon the credit of the Municipality at large of the aggregate principal amount of \$2,452,000.00 and the issue of serial debentures therefor to be repaid in semi-annual instalments of combined principal and interest as hereinafter set forth, are hereby authorized.
2. The Mayor and the Treasurer of the Municipality are hereby authorized to cause any number of serial debentures to be issued for such amounts of money as may be required for the Capital Work(s) in definitive form, not exceeding in total the said aggregate principal amount of \$2,452,000.00 (the “**Debentures**”). The Debentures shall bear the Municipality’s municipal seal and the signatures of Mayor and the Treasurer of the Municipality, all in accordance with the provisions of the Act. The municipal seal of the Municipality and the signatures referred to in this section may be printed, lithographed, engraved or otherwise mechanically reproduced. The Debentures are sufficiently signed if they bear the required signatures and each person signing has the authority to do so on the date he or she signs.
3. The Debentures shall be in fully registered form as one or more certificates in the aggregate principal amount of \$2,452,000.00, in the name of OILC, or as OILC may otherwise direct, substantially in the form attached as Schedule “B” hereto and forming part of this By-law with provision for payment of principal and interest (other than in respect of the final payment of principal and outstanding interest on maturity upon presentation and surrender) by pre-authorized debit in respect of such principal and interest to the credit of such registered holder on such terms as to which the registered holder and the Municipality may agree.
4. In accordance with the provisions of section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011*, as amended from time to time hereafter, the Municipality is hereby authorized to agree in writing with OILC that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding any amounts that the Municipality fails to pay OILC on account of any unpaid indebtedness of the Municipality to OILC under the Debentures and to pay such amounts to OILC from the Consolidated Revenue Fund.
5. The Debentures shall all be dated September 15, 2022, and as to both principal and interest shall be expressed and be payable in lawful money of Canada. The Debentures shall bear interest at the rate of 4.44% per annum and mature during a period of 30 year(s) years from the date thereof payable semi-annually in arrears as described in this section. The Debentures shall be paid in full by September 15, 2052 and be payable in semi-annual instalments of combined equal principal and

diminishing interest amounts on the fifteenth day of March and on the fifteenth day of September in each of the years 2023 to 2052, both inclusive, save and except for the last instalment of principal which may vary slightly from the preceding equal instalments, as set forth in Schedule “C” attached hereto and forming part of this By-law (“**Schedule “C”**”).

6. Payments in respect of principal of and interest on the Debentures shall be made only on a day, other than Saturday or Sunday, on which banking institutions in Toronto, Ontario, Canada and the Municipality are not authorized or obligated by law or executive order to be closed (a “**Business Day**”) and if any date for payment is not a Business Day, payment shall be made on the next following Toronto Business Day.
7. Interest shall be payable to the date of maturity of the Debentures and on default shall be payable on any overdue amounts both before and after default and judgment at a rate per annum equal to the greater of the rate specified on the Schedule as attached to and forming part of the Debentures for such amounts plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amounts become overdue for so long as such amounts remain overdue and the Municipality shall pay to the registered holders any and all costs incurred by the registered holders as a result of the overdue payment. Any amounts payable by the Municipality as interest on overdue principal or interest and all costs incurred by the registered holders as a result of the overdue payment in respect of the Debentures shall be paid out of current revenue. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular semi-annual interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.

“**Prime Rate**” means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of the Debentures: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the “**Reference Banks**”) as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the “**Prime Rate**” shall be the arithmetic mean of the rates quoted by those Reference Banks.

8. In each year in which a payment of semi-annual instalments of combined equal principal and diminishing interest amounts becomes due in respect of the Capital Work(s) including the last ‘non-equal’ instalment of principal, there shall be raised as part of the Municipality’s general levy the amounts of principal and interest payable by the Municipality in each year as set out in Schedule “C” to the extent that the amounts have not been provided for by any other available source including other taxes or fees or charges imposed on persons or property by a by-law of any municipality.

9. The Debentures may contain any provision for their registration thereof authorized by any statute relating to municipal debentures in force at the time of the issue thereof.
10. The Municipality shall maintain a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of the cancellations, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.
11. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of the Debentures as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. When a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.
12. The Debentures will be transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, the Mayor and the Treasurer shall issue and deliver a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations as directed by the transferor, in the case of a transfer or as directed by the registered holder in the case of an exchange.
13. The Mayor and the Treasurer shall issue and deliver new Debentures in exchange or substitution for Debentures outstanding on the registry with the same maturity and of like form which have become mutilated, defaced, lost, subject to a mysterious or unexplainable disappearance, stolen or destroyed, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case when a Debenture is mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its

- discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.
14. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of this By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
 15. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
 16. Reasonable fees in respect of the Debentures, in the normal course of business, other than reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed and for the replacement of any of the principal and interest cheques (if any) that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed may be imposed by the Municipality. When new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
 17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder.
 18. The Mayor and the Treasurer are hereby authorized to cause the Debentures to be issued, one or more of the Clerk and Treasurer are hereby authorized to generally do all things and to execute all other documents and other papers in the name of the Municipality in order to carry out the issue of the Debentures and the Treasurer is authorized to affix the Municipality's municipal seal to any of such documents and papers.
 19. The money received by the Municipality from the sale of the Debentures to OILC, including any premium, and any earnings derived from the investment of that money, after providing for the expenses related to their issue, if any, shall be apportioned and

applied to the Capital Work(s) and to no other purpose except as permitted by the Act.

20. Subject to the Municipality's statement of investment policies and goals, the applicable legislation and the terms and conditions of the Debentures, the Municipality may, if not in default under the Debentures, at any time purchase any of the Debentures in the open market or by tender or by private contract at any price and on such terms and conditions (including, without limitation, the manner by which any tender offer may be communicated or accepted and the persons to whom it may be addressed) as the Municipality may in its discretion determine.
21. This By-law takes effect on the day of passing.

By-law read a first and second time this 6th day of September, 2022

By-law read a third time and finally passed this 6th day of September, 2022

Dave Bennett
Mayor

Hope Dillabough
Clerk

The Corporation of The Township of Horton
 Schedule "A" to By-law Number 2022-44

| (1) | (2) | (3) | (4) | (5) | (6) |
|---------|-------------------------------|--|--|-----------------------------------|-----------------------------|
| By-law | Project Description | Approved Amount to be Financed Through the Issue of Debentures | Amount of Debentures Previously Issued | Amount of Debentures to be Issued | Term of Years of Debentures |
| 2022-44 | THOMPSON HILL STREETS PROJECT | \$2,452,000.00 | \$0.00 | 2,452,000.00 | 30 year(s) |

The Corporation of The Township of Horton

Schedule “B” to By-law Number 2022-44

No. 2022-44

| |
|----------------|
| \$2,452,000.00 |
|----------------|

C A N A D A
Province of Ontario
THE CORPORATION OF THE TOWNSHIP OF HORTON

FULLY REGISTERED 4.44% SERIAL DEBENTURE

The Corporation of The Township of Horton (the “**Municipality**”), for value received, hereby promises to pay to

ONTARIO INFRASTRUCTURE AND LANDS CORPORATION (“**OILC**”)

or registered assigns, subject to the Conditions attached hereto which form part hereof (the “**Conditions**”), upon presentation and surrender of this debenture (or as otherwise agreed to by the Municipality and OILC) by the maturity date of this debenture (September 15, 2052), the principal amount of

TWO MILLION FOUR HUNDRED FIFTY TWO THOUSAND DOLLARS

----- (\$2,452,000.00) -----

by semi-annual instalments of combined equal principal and diminishing interest amounts on the fifteenth day of March and on the fifteenth day of September in each of the years 2023 to 2052, both inclusive, save and except for the last instalment of principal which may vary slightly from the preceding equal instalments, in the amounts set forth in the attached Serial Debenture Schedule (the “**Amortization Schedule**”) and subject to late payment interest charges pursuant to the Conditions, in lawful money of Canada. Subject to the Conditions: interest shall be paid until the maturity date of this debenture, in like money in semi-annual payments from the closing date (September 15, 2022), or from the last date on which interest has been paid on this debenture, whichever is later, at the rate of 4.44% per annum, in arrears, on the specified dates, as set forth in the Amortization Schedule; and interest shall be paid on default at the applicable rate set out in the Amortization Schedule both before and after default and judgment. The payments of principal and interest and the outstanding amount of principal in each year are shown in the Amortization Schedule.

The Municipality, pursuant to section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011* (the “**OILC Act, 2011**”) hereby irrevocably agrees that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding any amounts that the Municipality fails to pay OILC on account of any unpaid indebtedness under this debenture, and to pay such amounts to OILC from the Consolidated Revenue Fund.

This debenture is subject to the Conditions.

DATED at The Corporation of The Township of Horton as at the 15th day of September, 2022.

IN TESTIMONY WHEREOF and under the authority of By-law Number 2022-44 of the Municipality duly passed on the 6th day of September, 2022 (the "**By-law**"), this debenture is sealed with the municipal seal of the Municipality and signed by the Mayor and by the Treasurer thereof.

Date of Registration: September 15, 2022

(Seal) _____

Dave Bennett, Mayor

Nathalie Moore, Treasurer

OILC hereby agrees that the Minister of Finance is entitled to exercise certain rights of deduction pursuant to section 25 of the OILC Act, 2011 as described in this debenture.

Ontario Infrastructure and Lands Corporation

by: _____
Authorized Signing Officer

by: _____
Authorized Signing Officer

LEGAL OPINION

We have examined the By-law of the Municipality authorizing the issue of serial debentures in the aggregate principal amount of \$2,452,000.00 dated September 15, 2022 and maturing on September 15, 2052 in semi-annual instalments of combined equal principal and diminishing interest amounts on the fifteenth day of March and on the fifteenth day of September in each of the years 2023 to 2052, both inclusive, save and except for the last instalment of principal which may vary slightly from the preceding equal instalments as set out in Schedule "C" to the By-law.

In our opinion, the By-law has been properly passed and is within the legal powers of the Municipality. The debenture issued under the By-law in the within form (the "**Debenture**") is the direct, general, unsecured and unsubordinated obligation of the Municipality. The Debenture is enforceable against the Municipality subject to the special jurisdiction and powers of the Local Planning Appeal Tribunal over defaulting municipalities under the *Municipal Affairs Act*. This opinion is subject to and incorporates all the assumptions, qualifications and limitations set out in our opinion letter.

September 15, 2022

Gallagher Inglis Professional Corporation

[no signature required]

CONDITIONS OF THE DEBENTURE

Form, Denomination, and Ranking of the Debenture

1. The debentures issued pursuant to the By-law (collectively the “**Debentures**” and individually a “**Debenture**”) are issuable as fully registered Debentures without coupons.
2. The Debentures are direct, general, unsecured and unsubordinated obligations of the Municipality. The Debentures rank concurrently and equally in respect of payment of principal and interest with all other debentures of the Municipality except for the availability of money in a sinking or retirement fund for a particular issue of debentures.
3. This Debenture is one fully registered Debenture registered in the name of OILC and held by OILC.

Registration

4. The Municipality shall maintain at its designated office a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of cancellations, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.

Title

5. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of Debentures, including this Debenture, as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.

Payments of Principal and Interest

6. The record date for purposes of payment of principal of and interest on the Debentures is as of 5:00 p.m. on the sixteenth calendar day preceding any payment date including the maturity date. Principal of and interest on the Debentures are payable by the Municipality to the persons registered as holders in the registry on the relevant record date. The Municipality shall not be required to register any transfer, exchange or substitution of Debentures during the period from any record date to the corresponding payment date.
7. The Municipality shall make all payments in respect of semi-annual instalments of combined equal principal and diminishing interest amounts on the Debentures on the payment dates commencing on March 15, 2023 and ending on September 15, 2052, as set out in Schedule “C” to the By-law, by pre-authorized debit in respect of such interest and principal to the credit of the registered holder on such terms as the Municipality and the registered holder may agree.
8. The Municipality shall pay to the registered holder interest on any overdue amount of principal or interest in respect of any Debenture, both before and after default and judgment, at a rate per annum equal to the greater of the rate specified on the Amortization Schedule as attached to and forming part of the Debenture for such amount plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amount becomes overdue for so long as such amount remains overdue and the Municipality shall pay to the registered holder any and all costs incurred by the registered holder as a result of the overdue payment.
9. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular semi-annual interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.
10. Payments in respect of principal of and interest on the Debentures shall be made only on a day, other than Saturday or Sunday, on which banking institutions in Toronto, Ontario, Canada and the Municipality are not authorized or obligated by law or executive order to be closed (a “**Business Day**”), and if any date for payment is not a Business Day, payment shall be made on the next following Business Day as noted on the Amortization Schedule.
11. The Debentures are transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder’s duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations will be delivered as directed by the transferor, in the case of a transfer or as directed by the registered holder in the case of an exchange.

12. The Municipality shall issue and deliver Debentures in exchange for or in substitution for Debentures outstanding on the registry with the same maturity and of like form in the event of a mutilation, defacement, loss, mysterious or unexplainable disappearance, theft or destruction, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case of a mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed Debenture) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.
13. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of the By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
14. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
15. Reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed and for the replacement of mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed principal and interest cheques (if any) may be imposed by the Municipality. When new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
16. If OILC elects to terminate its obligations under the rate offer agreement entered into between the Municipality and OILC, pursuant to which the Debentures are issued, or if the Municipality fails to meet and pay any of its debts or liabilities when due, or uses all or any portion of the proceeds of any Debenture for any purpose other than for a Capital Work(s) as authorized in the By-Law, the Municipality shall pay to OILC the Make-Whole Amount on account of the losses that it will incur as a result of the early repayment or early termination.

Notices

17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder. If the Municipality or any registered holder is required to give any notice in connection with the Debentures on or before any day and that day is not a Business Day (as defined in section 10 of these Conditions) then such notice may be given on the next following Business Day.

Time

18. Unless otherwise expressly provided herein, any reference herein to a time shall be considered to be a reference to Toronto time.

Governing Law

19. The Debentures are governed by and shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario.

Definitions:

- (a) **"Prime Rate"** means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of this Debenture: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the **"Reference Banks"**) as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the **"Prime Rate"** shall be the arithmetic mean of the rates quoted by those Reference Banks.
- (b) **"Make-Whole Amount"** means the amount determined by OILC as of the date of prepayment of the Debenture, by which (i) the present value of the remaining future scheduled payments of principal and interest under the Debenture to be repaid from the prepayment date until maturity of the Debenture discounted at the Ontario Yield exceeds (ii) the principal amount under the Debenture being repaid provided that the Make-Whole Amount shall never be less than zero.
- (c) **"Ontario Yield"** means the yield to maturity on the date of prepayment of the Debenture, assuming semi-annual compounding, which a non-prepayable Debenture made by the Province of Ontario would have if advanced on the date of prepayment of the Debenture, assuming the same principal amount as the Debenture and with a maturity date which

is the same as the remaining term to maturity of the Debenture to be repaid minus 100 basis points.

THE CORPORATION OF THE TOWNSHIP OF HORTON

Schedule "C" to By-law Number 2022-44

Name.....: Horton, The Corporation of The Township of
 Principal: 2,452,000.00
 Rate.....: 04.4400
 Term.....: 360
 Matures..: 09/15/2052

| Pay # | Date | Amount Due | Principal Due | Interest Due | Rem. Principal |
|-------|------------|------------|---------------|--------------|----------------|
| 1 | 03/15/2023 | 94,853.66 | 40,866.67 | 53,986.99 | 2,411,133.33 |
| 2 | 09/15/2023 | 94,833.78 | 40,866.67 | 53,967.11 | 2,370,266.66 |
| 3 | 03/15/2024 | 93,342.43 | 40,866.67 | 52,475.76 | 2,329,399.99 |
| 4 | 09/15/2024 | 93,004.39 | 40,866.67 | 52,137.72 | 2,288,533.32 |
| 5 | 03/15/2025 | 91,254.53 | 40,866.67 | 50,387.86 | 2,247,666.65 |
| 6 | 09/15/2025 | 91,174.99 | 40,866.67 | 50,308.32 | 2,206,799.98 |
| 7 | 03/15/2026 | 89,454.96 | 40,866.67 | 48,588.29 | 2,165,933.31 |
| 8 | 09/15/2026 | 89,345.60 | 40,866.67 | 48,478.93 | 2,125,066.64 |
| 9 | 03/15/2027 | 87,655.40 | 40,866.67 | 46,788.73 | 2,084,199.97 |
| 10 | 09/15/2027 | 87,516.20 | 40,866.67 | 46,649.53 | 2,043,333.30 |
| 11 | 03/15/2028 | 86,104.39 | 40,866.67 | 45,237.72 | 2,002,466.63 |
| 12 | 09/15/2028 | 85,686.81 | 40,866.67 | 44,820.14 | 1,961,599.96 |
| 13 | 03/15/2029 | 84,056.26 | 40,866.67 | 43,189.59 | 1,920,733.29 |
| 14 | 09/15/2029 | 83,857.42 | 40,866.67 | 42,990.75 | 1,879,866.62 |
| 15 | 03/15/2030 | 82,256.70 | 40,866.67 | 41,390.03 | 1,838,999.95 |
| 16 | 09/15/2030 | 82,028.02 | 40,866.67 | 41,161.35 | 1,798,133.28 |
| 17 | 03/15/2031 | 80,457.13 | 40,866.67 | 39,590.46 | 1,757,266.61 |
| 18 | 09/15/2031 | 80,198.63 | 40,866.67 | 39,331.96 | 1,716,399.94 |
| 19 | 03/15/2032 | 78,866.35 | 40,866.67 | 37,999.68 | 1,675,533.27 |
| 20 | 09/15/2032 | 78,369.24 | 40,866.67 | 37,502.57 | 1,634,666.60 |
| 21 | 03/15/2033 | 76,858.00 | 40,866.67 | 35,991.33 | 1,593,799.93 |
| 22 | 09/15/2033 | 76,539.84 | 40,866.67 | 35,673.17 | 1,552,933.26 |
| 23 | 03/15/2034 | 75,058.43 | 40,866.67 | 34,191.76 | 1,512,066.59 |
| 24 | 09/15/2034 | 74,710.45 | 40,866.67 | 33,843.78 | 1,471,199.92 |
| 25 | 03/15/2035 | 73,258.86 | 40,866.67 | 32,392.19 | 1,430,333.25 |
| 26 | 09/15/2035 | 72,881.05 | 40,866.67 | 32,014.38 | 1,389,466.58 |
| 27 | 03/15/2036 | 71,628.32 | 40,866.67 | 30,761.65 | 1,348,599.91 |
| 28 | 09/15/2036 | 71,051.66 | 40,866.67 | 30,184.99 | 1,307,733.24 |
| 29 | 03/15/2037 | 69,659.73 | 40,866.67 | 28,793.06 | 1,266,866.57 |
| 30 | 09/15/2037 | 69,222.27 | 40,866.67 | 28,355.60 | 1,225,999.90 |
| 31 | 03/15/2038 | 67,860.16 | 40,866.67 | 26,993.49 | 1,185,133.23 |
| 32 | 09/15/2038 | 67,392.87 | 40,866.67 | 26,526.20 | 1,144,266.56 |
| 33 | 03/15/2039 | 66,060.60 | 40,866.67 | 25,193.93 | 1,103,399.89 |
| 34 | 09/15/2039 | 65,563.48 | 40,866.67 | 24,696.81 | 1,062,533.22 |
| 35 | 03/15/2040 | 64,390.28 | 40,866.67 | 23,523.61 | 1,021,666.55 |

| | | | | |
|---------------|-----------|-----------|-----------|------------|
| 36 09/15/2040 | 63,734.09 | 40,866.67 | 22,867.42 | 980,799.88 |
| 37 03/15/2041 | 62,461.46 | 40,866.67 | 21,594.79 | 939,933.21 |
| 38 09/15/2041 | 61,904.69 | 40,866.67 | 21,038.02 | 899,066.54 |
| 39 03/15/2042 | 60,661.90 | 40,866.67 | 19,795.23 | 858,199.87 |
| 40 09/15/2042 | 60,075.30 | 40,866.67 | 19,208.63 | 817,333.20 |
| 41 03/15/2043 | 58,862.33 | 40,866.67 | 17,995.66 | 776,466.53 |
| 42 09/15/2043 | 58,245.91 | 40,866.67 | 17,379.24 | 735,599.86 |
| 43 03/15/2044 | 57,152.25 | 40,866.67 | 16,285.58 | 694,733.19 |
| 44 09/15/2044 | 56,416.51 | 40,866.67 | 15,549.84 | 653,866.52 |
| 45 03/15/2045 | 55,263.20 | 40,866.67 | 14,396.53 | 612,999.85 |
| 46 09/15/2045 | 54,587.12 | 40,866.67 | 13,720.45 | 572,133.18 |
| 47 03/15/2046 | 53,463.63 | 40,866.67 | 12,596.96 | 531,266.51 |
| 48 09/15/2046 | 52,757.72 | 40,866.67 | 11,891.05 | 490,399.84 |
| 49 03/15/2047 | 51,664.07 | 40,866.67 | 10,797.40 | 449,533.17 |
| 50 09/15/2047 | 50,928.33 | 40,866.67 | 10,061.66 | 408,666.50 |
| 51 03/15/2048 | 49,914.21 | 40,866.67 | 9,047.54 | 367,799.83 |
| 52 09/15/2048 | 49,098.94 | 40,866.67 | 8,232.27 | 326,933.16 |
| 53 03/15/2049 | 48,064.93 | 40,866.67 | 7,198.26 | 286,066.49 |
| 54 09/15/2049 | 47,269.54 | 40,866.67 | 6,402.87 | 245,199.82 |
| 55 03/15/2050 | 46,265.37 | 40,866.67 | 5,398.70 | 204,333.15 |
| 56 09/15/2050 | 45,440.15 | 40,866.67 | 4,573.48 | 163,466.48 |
| 57 03/15/2051 | 44,465.80 | 40,866.67 | 3,599.13 | 122,599.81 |
| 58 09/15/2051 | 43,610.76 | 40,866.67 | 2,744.09 | 81,733.14 |
| 59 03/15/2052 | 42,676.17 | 40,866.67 | 1,809.50 | 40,866.47 |
| 60 09/15/2052 | 41,781.16 | 40,866.47 | 914.69 | 0.00 |

4,113,218.43 2,452,000.00 1,661,218.43

No. 2022-44

| |
|----------------|
| \$2,452,000.00 |
|----------------|

C A N A D A
Province of Ontario
THE CORPORATION OF THE TOWNSHIP OF HORTON

FULLY REGISTERED 4.44% SERIAL DEBENTURE

The Corporation of The Township of Horton (the “**Municipality**”), for value received, hereby promises to pay to

ONTARIO INFRASTRUCTURE AND LANDS CORPORATION (“**OILC**”)

or registered assigns, subject to the Conditions attached hereto which form part hereof (the “**Conditions**”), upon presentation and surrender of this debenture (or as otherwise agreed to by the Municipality and OILC) by the maturity date of this debenture (September 15, 2052), the principal amount of

TWO MILLION FOUR HUNDRED FIFTY TWO THOUSAND DOLLARS

----- (\$2,452,000.00) -----

by semi-annual instalments of combined equal principal and diminishing interest amounts on the fifteenth day of March and on the fifteenth day of September in each of the years 2023 to 2052, both inclusive, save and except for the last instalment of principal which may vary slightly from the preceding equal instalments, in the amounts set forth in the attached Serial Debenture Schedule (the “**Amortization Schedule**”) and subject to late payment interest charges pursuant to the Conditions, in lawful money of Canada. Subject to the Conditions: interest shall be paid until the maturity date of this debenture, in like money in semi-annual payments from the closing date (September 15, 2022), or from the last date on which interest has been paid on this debenture, whichever is later, at the rate of 4.44% per annum, in arrears, on the specified dates, as set forth in the Amortization Schedule; and interest shall be paid on default at the applicable rate set out in the Amortization Schedule both before and after default and judgment. The payments of principal and interest and the outstanding amount of principal in each year are shown in the Amortization Schedule.

The Municipality, pursuant to section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011* (the “**OILC Act, 2011**”) hereby irrevocably agrees that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding any amounts that the Municipality fails to pay OILC on account of any unpaid indebtedness under this debenture, and to pay such amounts to OILC from the Consolidated Revenue Fund.

This debenture is subject to the Conditions.

DATED at The Corporation of The Township of Horton as at the 15th day of September, 2022.

IN TESTIMONY WHEREOF and under the authority of By-law Number 2022-44 of the Municipality duly passed on the 6th day of September, 2022 (the “**By-law**”), this debenture is sealed with the municipal seal of the Municipality and signed by the Mayor and by the Treasurer thereof.

Date of Registration: September 15, 2022

_____ (Seal) _____

Dave Bennett, Mayor

Nathalie Moore, Treasurer

OILC hereby agrees that the Minister of Finance is entitled to exercise certain rights of deduction pursuant to section 25 of the OILC Act, 2011 as described in this debenture.

Ontario Infrastructure and Lands Corporation

by: _____
Authorized Signing Officer

by: _____
Authorized Signing Officer

LEGAL OPINION

We have examined the By-law of the Municipality authorizing the issue of serial debentures in the aggregate principal amount of \$2,452,000.00 dated September 15, 2022 and maturing on September 15, 2052 in semi-annual instalments of combined equal principal and diminishing interest amounts on the fifteenth day of March and on the fifteenth day of September in each of the years 2023 to 2052, both inclusive, save and except for the last instalment of principal which may vary slightly from the preceding equal instalments as set out in Schedule "C" to the By-law.

In our opinion, the By-law has been properly passed and is within the legal powers of the Municipality. The debenture issued under the By-law in the within form (the "**Debenture**") is the direct, general, unsecured and unsubordinated obligation of the Municipality. The Debenture is enforceable against the Municipality subject to the special jurisdiction and powers of the Local Planning Appeal Tribunal over defaulting municipalities under the *Municipal Affairs Act*. This opinion is subject to and incorporates all the assumptions, qualifications and limitations set out in our opinion letter.

September 15, 2022

Gallagher Inglis Professional Corporation

[no signature required]

CONDITIONS OF THE DEBENTURE

Form, Denomination, and Ranking of the Debenture

1. The debentures issued pursuant to the By-law (collectively the “**Debentures**” and individually a “**Debenture**”) are issuable as fully registered Debentures without coupons.
2. The Debentures are direct, general, unsecured and unsubordinated obligations of the Municipality. The Debentures rank concurrently and equally in respect of payment of principal and interest with all other debentures of the Municipality except for the availability of money in a sinking or retirement fund for a particular issue of debentures.
3. This Debenture is one fully registered Debenture registered in the name of OILC and held by OILC.

Registration

4. The Municipality shall maintain at its designated office a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of cancellations, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.

Title

5. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of Debentures, including this Debenture, as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.

Payments of Principal and Interest

6. The record date for purposes of payment of principal of and interest on the Debentures is as of 5:00 p.m. on the sixteenth calendar day preceding any payment date including the maturity date. Principal of and interest on the Debentures are payable by the Municipality to the persons registered as holders in the registry on the relevant record date. The Municipality shall not be required to register any transfer, exchange or substitution of Debentures during the period from any record date to the corresponding payment date.
7. The Municipality shall make all payments in respect of semi-annual instalments of combined equal principal and diminishing interest amounts on the Debentures on the payment dates commencing on March 15, 2023 and ending on September 15, 2052, as set out in Schedule “C” to the By-law, by pre-authorized debit in respect of such interest and principal to the credit of the registered holder on such terms as the Municipality and the registered holder may agree.
8. The Municipality shall pay to the registered holder interest on any overdue amount of principal or interest in respect of any Debenture, both before and after default and judgment, at a rate per annum equal to the greater of the rate specified on the Amortization Schedule as attached to and forming part of the Debenture for such amount plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amount becomes overdue for so long as such amount remains overdue and the Municipality shall pay to the registered holder any and all costs incurred by the registered holder as a result of the overdue payment.
9. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular semi-annual interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.
10. Payments in respect of principal of and interest on the Debentures shall be made only on a day, other than Saturday or Sunday, on which banking institutions in Toronto, Ontario, Canada and the Municipality are not authorized or obligated by law or executive order to be closed (a “**Business Day**”), and if any date for payment is not a Business Day, payment shall be made on the next following Business Day as noted on the Amortization Schedule.
11. The Debentures are transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder’s duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations will be delivered as directed by the transferor, in the case of a transfer or as directed by the registered holder in the case of an exchange.

12. The Municipality shall issue and deliver Debentures in exchange for or in substitution for Debentures outstanding on the registry with the same maturity and of like form in the event of a mutilation, defacement, loss, mysterious or unexplainable disappearance, theft or destruction, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case of a mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed Debenture) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.
13. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of the By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
14. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
15. Reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed and for the replacement of mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed principal and interest cheques (if any) may be imposed by the Municipality. When new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
16. If OILC elects to terminate its obligations under the rate offer agreement entered into between the Municipality and OILC, pursuant to which the Debentures are issued, or if the Municipality fails to meet and pay any of its debts or liabilities when due, or uses all or any portion of the proceeds of any Debenture for any purpose other than for a Capital Work(s) as authorized in the By-Law, the Municipality shall pay to OILC the Make-Whole Amount on account of the losses that it will incur as a result of the early repayment or early termination.

Notices

17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder. If the Municipality or any registered holder is required to give any notice in connection with the Debentures on or before any day and that day is not a Business Day (as defined in section 10 of these Conditions) then such notice may be given on the next following Business Day.

Time

18. Unless otherwise expressly provided herein, any reference herein to a time shall be considered to be a reference to Toronto time.

Governing Law

19. The Debentures are governed by and shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario.

Definitions:

- (a) "**Prime Rate**" means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of this Debenture: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the "**Reference Banks**") as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the "**Prime Rate**" shall be the arithmetic mean of the rates quoted by those Reference Banks.
- (b) "**Make-Whole Amount**" means the amount determined by OILC as of the date of prepayment of the Debenture, by which (i) the present value of the remaining future scheduled payments of principal and interest under the Debenture to be repaid from the prepayment date until maturity of the Debenture discounted at the Ontario Yield exceeds (ii) the principal amount under the Debenture being repaid provided that the Make-Whole Amount shall never be less than zero.
- (c) "**Ontario Yield**" means the yield to maturity on the date of prepayment of the Debenture, assuming semi-annual compounding, which a non-prepayable Debenture made by the Province of Ontario would have if advanced on the date of prepayment of the Debenture, assuming the same principal amount as the Debenture and with a maturity date which

is the same as the remaining term to maturity of the Debenture to be repaid minus 100 basis points.

Name.....: Horton, The Corporation of The Township of
Principal: 2,452,000.00
Rate.....: 04.4400
Term.....: 360
Matures...: 09/15/2052

| Pay # | Date | Amount Due | Principal Due | Interest Due | Rem. Principal |
|-------|------------|------------|---------------|--------------|----------------|
| 1 | 03/15/2023 | 94,853.66 | 40,866.67 | 53,986.99 | 2,411,133.33 |
| 2 | 09/15/2023 | 94,833.78 | 40,866.67 | 53,967.11 | 2,370,266.66 |
| 3 | 03/15/2024 | 93,342.43 | 40,866.67 | 52,475.76 | 2,329,399.99 |
| 4 | 09/15/2024 | 93,004.39 | 40,866.67 | 52,137.72 | 2,288,533.32 |
| 5 | 03/15/2025 | 91,254.53 | 40,866.67 | 50,387.86 | 2,247,666.65 |
| 6 | 09/15/2025 | 91,174.99 | 40,866.67 | 50,308.32 | 2,206,799.98 |
| 7 | 03/15/2026 | 89,454.96 | 40,866.67 | 48,588.29 | 2,165,933.31 |
| 8 | 09/15/2026 | 89,345.60 | 40,866.67 | 48,478.93 | 2,125,066.64 |
| 9 | 03/15/2027 | 87,655.40 | 40,866.67 | 46,788.73 | 2,084,199.97 |
| 10 | 09/15/2027 | 87,516.20 | 40,866.67 | 46,649.53 | 2,043,333.30 |
| 11 | 03/15/2028 | 86,104.39 | 40,866.67 | 45,237.72 | 2,002,466.63 |
| 12 | 09/15/2028 | 85,686.81 | 40,866.67 | 44,820.14 | 1,961,599.96 |
| 13 | 03/15/2029 | 84,056.26 | 40,866.67 | 43,189.59 | 1,920,733.29 |
| 14 | 09/15/2029 | 83,857.42 | 40,866.67 | 42,990.75 | 1,879,866.62 |
| 15 | 03/15/2030 | 82,256.70 | 40,866.67 | 41,390.03 | 1,838,999.95 |
| 16 | 09/15/2030 | 82,028.02 | 40,866.67 | 41,161.35 | 1,798,133.28 |
| 17 | 03/15/2031 | 80,457.13 | 40,866.67 | 39,590.46 | 1,757,266.61 |
| 18 | 09/15/2031 | 80,198.63 | 40,866.67 | 39,331.96 | 1,716,399.94 |
| 19 | 03/15/2032 | 78,866.35 | 40,866.67 | 37,999.68 | 1,675,533.27 |
| 20 | 09/15/2032 | 78,369.24 | 40,866.67 | 37,502.57 | 1,634,666.60 |
| 21 | 03/15/2033 | 76,858.00 | 40,866.67 | 35,991.33 | 1,593,799.93 |
| 22 | 09/15/2033 | 76,539.84 | 40,866.67 | 35,673.17 | 1,552,933.26 |
| 23 | 03/15/2034 | 75,058.43 | 40,866.67 | 34,191.76 | 1,512,066.59 |
| 24 | 09/15/2034 | 74,710.45 | 40,866.67 | 33,843.78 | 1,471,199.92 |
| 25 | 03/15/2035 | 73,258.86 | 40,866.67 | 32,392.19 | 1,430,333.25 |
| 26 | 09/15/2035 | 72,881.05 | 40,866.67 | 32,014.38 | 1,389,466.58 |
| 27 | 03/15/2036 | 71,628.32 | 40,866.67 | 30,761.65 | 1,348,599.91 |
| 28 | 09/15/2036 | 71,051.66 | 40,866.67 | 30,184.99 | 1,307,733.24 |
| 29 | 03/15/2037 | 69,659.73 | 40,866.67 | 28,793.06 | 1,266,866.57 |
| 30 | 09/15/2037 | 69,222.27 | 40,866.67 | 28,355.60 | 1,225,999.90 |
| 31 | 03/15/2038 | 67,860.16 | 40,866.67 | 26,993.49 | 1,185,133.23 |
| 32 | 09/15/2038 | 67,392.87 | 40,866.67 | 26,526.20 | 1,144,266.56 |
| 33 | 03/15/2039 | 66,060.60 | 40,866.67 | 25,193.93 | 1,103,399.89 |
| 34 | 09/15/2039 | 65,563.48 | 40,866.67 | 24,696.81 | 1,062,533.22 |
| 35 | 03/15/2040 | 64,390.28 | 40,866.67 | 23,523.61 | 1,021,666.55 |
| 36 | 09/15/2040 | 63,734.09 | 40,866.67 | 22,867.42 | 980,799.88 |
| 37 | 03/15/2041 | 62,461.46 | 40,866.67 | 21,594.79 | 939,933.21 |
| 38 | 09/15/2041 | 61,904.69 | 40,866.67 | 21,038.02 | 899,066.54 |
| 39 | 03/15/2042 | 60,661.90 | 40,866.67 | 19,795.23 | 858,199.87 |
| 40 | 09/15/2042 | 60,075.30 | 40,866.67 | 19,208.63 | 817,333.20 |
| 41 | 03/15/2043 | 58,862.33 | 40,866.67 | 17,995.66 | 776,466.53 |

| | | | | |
|---------------|-----------|-----------|-----------|------------|
| 42 09/15/2043 | 58,245.91 | 40,866.67 | 17,379.24 | 735,599.86 |
| 43 03/15/2044 | 57,152.25 | 40,866.67 | 16,285.58 | 694,733.19 |
| 44 09/15/2044 | 56,416.51 | 40,866.67 | 15,549.84 | 653,866.52 |
| 45 03/15/2045 | 55,263.20 | 40,866.67 | 14,396.53 | 612,999.85 |
| 46 09/15/2045 | 54,587.12 | 40,866.67 | 13,720.45 | 572,133.18 |
| 47 03/15/2046 | 53,463.63 | 40,866.67 | 12,596.96 | 531,266.51 |
| 48 09/15/2046 | 52,757.72 | 40,866.67 | 11,891.05 | 490,399.84 |
| 49 03/15/2047 | 51,664.07 | 40,866.67 | 10,797.40 | 449,533.17 |
| 50 09/15/2047 | 50,928.33 | 40,866.67 | 10,061.66 | 408,666.50 |
| 51 03/15/2048 | 49,914.21 | 40,866.67 | 9,047.54 | 367,799.83 |
| 52 09/15/2048 | 49,098.94 | 40,866.67 | 8,232.27 | 326,933.16 |
| 53 03/15/2049 | 48,064.93 | 40,866.67 | 7,198.26 | 286,066.49 |
| 54 09/15/2049 | 47,269.54 | 40,866.67 | 6,402.87 | 245,199.82 |
| 55 03/15/2050 | 46,265.37 | 40,866.67 | 5,398.70 | 204,333.15 |
| 56 09/15/2050 | 45,440.15 | 40,866.67 | 4,573.48 | 163,466.48 |
| 57 03/15/2051 | 44,465.80 | 40,866.67 | 3,599.13 | 122,599.81 |
| 58 09/15/2051 | 43,610.76 | 40,866.67 | 2,744.09 | 81,733.14 |
| 59 03/15/2052 | 42,676.17 | 40,866.67 | 1,809.50 | 40,866.47 |
| 60 09/15/2052 | 41,781.16 | 40,866.47 | 914.69 | 0.00 |

4,113,218.43 2,452,000.00 1,661,218.43

CERTIFICATE OF THE CLERK

To: Gallagher Inglis Professional Corporation

And To: OILC

IN THE MATTER OF an issue of a 30 year(s), 4.44% serial debenture of The Corporation of The Township of Horton (the "**Municipality**") in the principal amount of \$2,452,000.00 for the capital work(s) of the Municipality in Currency, authorized by Debenture By-law Number 2022-44 (the "**Debenture By-law**");

AND IN THE MATTER OF authorizing by-law(s) of the Municipality enumerated in Schedule "A" to the Debenture By-law.

I, Hope Dillabough, Clerk of the Municipality, **DO HEREBY CERTIFY THAT:**

1. The Debenture By-law was finally passed and enacted by the Council of the Municipality on the September 06, 2022 in full compliance with the *Municipal Act, 2001*, as amended (the "**Act**") at a duly called meeting at which a quorum was present. Forthwith after the passage of the Debenture By-law, the same was signed by the Mayor and the Clerk and sealed with the municipal seal of the Municipality.
2. The authorizing by-law(s) referred to in Schedule "A" to the Debenture By-law (the "**Authorizing By-law(s)**") have been enacted and passed by the Council of the Municipality in full compliance with the Act at meeting(s) at which a quorum was present. Forthwith after the passage of the Authorizing By-law(s) the same were signed by the Mayor and by the Clerk and sealed with the municipal seal of the Municipality.
3. With respect to the undertaking of the capital work(s) described in the Debenture By-law (the "**Capital Work(s)**"), before the Council of the Municipality exercised any of its powers in respect of the Capital Work(s), and before authorizing any additional cost amount and any additional debenture authority in respect thereof (if any), the Council of the Municipality had its Treasurer complete the required calculation set out in the relevant debt and financial obligation limits regulation (the "**Regulation**"). Accordingly, based on the Treasurer's calculation and determination under the Regulation, the Council of the Municipality authorized the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), without the approval of the Local Planning Appeal Tribunal pursuant to the Regulation.
4. No application has been made or action brought to quash, set aside or declare invalid the Debenture By-law or the Authorizing By-law(s) nor have the same been in any way repealed, altered or amended, except insofar as some of the Authorizing By-law(s) may have been amended by any of the Authorizing By-law(s), and the Debenture By-law and the Authorizing By-law(s) are now in full force and effect.

5. All of the recitals contained in the Debenture By-law and the Authorizing By-law(s) are true in substance and fact.
6. To the extent that the public notice provisions of the Act are applicable, the Authorizing By-law(s) and the Debenture By-law have been enacted and passed by the Council of the Municipality in full compliance with the applicable public notice provisions of the Act.
7. None of the debentures authorized to be issued by the Authorizing By-law(s) have been previously issued.
8. All of the sewer and water works which constitute part of the Capital Works and which require the approval of the Ministry of the Environment, Conservation and Parks will be or have been completely and properly approved by the Ministry of the Environment, Conservation and Parks, as the case may be.
9. The Municipality is not subject to any restructuring order under Part V of the Act or other statutory authority, accordingly, no approval of the Authorizing By-law(s) and of the Debenture By-law and/or of the issue of the OILC Debentures is required by any transition board or commission appointed in respect of the restructuring of the Municipality.
10. The Authorizing By-law(s) and the Debenture By-law and the transactions contemplated thereby do not conflict with, or result in a breach or violation of any statutory provisions which apply to the Municipality or any agreement to which the Municipality is a party or under which the Municipality or any of its property is or may be bound, or, to the best of my knowledge, violate any order, award, judgment, determination, writ, injunction or decree applicable to the Municipality of any regulatory, administrative or other government or public body or authority, arbitrator or court.

DATED at The Corporation of The Township of Horton as at the 15th day of September, 2022.

[AFFIX SEAL]

Hope Dillabough, Clerk

CERTIFICATE OF THE TREASURER

To: Gallagher Inglis Professional Corporation

And To: OILC

IN THE MATTER OF an issue of a 30 year(s), 4.44% serial debenture of The Corporation of The Township of Horton (the "**Municipality**") in the aggregate principal amount of \$2,452,000.00, for Capital Work(s) of the Municipality authorized by Debenture By-law Number 2022-44 (the "**Debenture By-law**");

AND IN THE MATTER OF authorizing by-laws of the Municipality enumerated in Schedule "A" to the Debenture By-law.

I, Nathalie Moore, Treasurer of the Municipality, **DO HEREBY CERTIFY THAT:**

1. The Municipality has received from the Ministry of Municipal Affairs and Housing its annual debt and financial obligation limit for the relevant years.
2. With respect to the undertaking of the capital work(s) described in the Debenture By-law (the "**Capital Work(s)**"), before the Council of the Municipality authorized **the** Capital Work(s), and before authorizing any additional cost amount and any additional debenture authority in respect thereof (if any), the Treasurer calculated the updated relevant debt and financial obligation limit in accordance with the applicable debt and financial obligation limits regulation (the "**Regulation**"). The Treasurer thereafter determined that the estimated annual amount payable in respect of the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), would not cause the Municipality to reach or to exceed the relevant updated debt and financial obligation limit as at the date of the Council's approval. Based on the Treasurer's determination, the Council of the Municipality authorized the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), without the approval of the Local Planning Appeal Tribunal pursuant to the Regulation.
3. As at the date hereof the Municipality has not reached or exceeded its updated annual debt and financial obligation limit.
4. In updating the relevant debt and financial obligation limit(s), the estimated annual amounts payable described in the Regulation were determined based on current interest rates and amortization periods which do not, in any case, exceed the lifetime of any of the purposes of the Municipality described in such section, all in accordance with generally accepted accounting principles for local governments as recommended, from time to time, by the relevant Public Sector Accounting Board.
5. The term within which the debentures to be issued for the Municipality in respect of the Capital Work(s) pursuant to the Debenture By-law are made payable does not exceed the lifetime of such Capital Work(s).

6. The aggregate principal amount now being financed through the issue of debentures pursuant to the Debenture By-law in respect of the Capital Work(s) does not exceed the net cost of each such Capital Work.

7. The money received by the Municipality from the sale of the debentures issued pursuant to the Debenture By-law, including any premium, and any earnings derived from the investment of that money after providing for the expenses related to their issue, if any, shall be apportioned and applied to the Capital Work(s), and to no other purpose except as permitted by the *Municipal Act, 2001*.

8. On or before 15th day of September, 2022, I as Treasurer, signed the fully registered serial debenture numbered 2022-44 in the aggregate principal amount of \$2,452,000.00 dated September 15, 2022, registered in the name of Ontario Infrastructure and Lands Corporation and authorized by the Debenture By-law (the "**OILC Debenture**").

9. On or before September 15, 2022, the OILC Debenture was signed by Dave Bennett, Mayor of the Municipality at the date of the execution and issue of the OILC Debenture, the OILC Debenture was sealed with the seal of the Municipality, the OILC Debenture is in all respects in accordance with the Debenture By-law and in issuing the OILC Debenture the Municipality is not exceeding its borrowing powers.

10. The said Dave Bennett, is the duly elected Mayor of the Municipality and that I am the duly appointed Treasurer of the Municipality and that we were severally authorized under the Debenture By-law to execute the OILC Debenture in the manner aforesaid and that the OILC Debenture is entitled to full faith and credence.

11. No litigation or proceedings of any nature are now pending or threatened, attacking or in any way attempting to restrain or enjoin the issue and delivery of the OILC Debenture or in any manner questioning the proceedings and the authority under which the same is issued, or affecting the validity thereof, or contesting the title or official capacity of the said Mayor or myself as Treasurer of the Municipality, and no authority or proceedings for the issuance of the OILC Debenture or any part of it has been repealed, revoked or rescinded in whole or in part.

12. The representations and warranties of the Municipality set out in the rate offer letter agreement (as described in the Debenture By-law) were true and correct as of the date of the request to purchase the debentures in respect of the Capital Work(s) pursuant to the Debenture By-law and are true and correct as of the date hereof and the Municipality is not in material default of any of its obligations under such rate offer letter agreement.

DATED at The Corporation of The Township of Horton as at the 15th day of September, 2022.

Nathalie Moore
Treasurer

I, Hope Dillabough, Clerk of the Municipality do hereby certify that the signature of Nathalie Moore, Treasurer of the Municipality described above, is true and genuine.

[AFFIX SEAL]

Hope Dillabough
Clerk

CORPORATION OF THE TOWNSHIP OF HORTON**BY-LAW NO. 2022-45****A BY-LAW TO CONFIRM PROCEEDINGS OF
THE COUNCIL OF THE TOWNSHIP OF HORTON
AT THE REGULAR COUNCIL MEETING HELD SEPTEMBER 6TH, 2022**

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 September, 2022 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 September, 2022.

READ a third time and passed this 6th day of September, 2022.

MAYOR David M. Bennett

CAO/CLERK Hope Dillabough