



**THE CORPORATION OF THE TOWNSHIP OF HORTON
COUNCIL MEETING – APRIL 19TH, 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 pm Delegation – County of Renfrew Development & Property– Paul Moreau, CAO/Clerk, Craig Kelly, Director & Bruce Howarth, Planning Manager **PG.3**

6. MINUTES FROM PREVIOUS MEETINGS

- 6.1 April 5th, 2022 – Regular Council **PG.20**

7. BUSINESS ARISING FROM MINUTES

8. COMMITTEE REPORTS:

8.1 GENERAL GOVERNMENT COMMITTEE

▪ **CHAIR CAMPBELL**

- 8.1.1 Financial Departmental Report & Statement **PG.25**
- 8.1.2 Staff Report – Reserve Balances December 31, 2021 **PG.35**
- 8.1.3 Staff Report – Integrity Commissioner 2021 Annual Report **PG.37**

8.2 RECREATION COMMITTEE

▪ **CHAIR HUMPHRIES**

- 8.2.1 Staff Report – Award PW 2022-01, Green and Inclusive Community Buildings Program, Design and Application **PG.40**

8.3 TRANSPORTATION & ENVIRONMENTAL SERVICES COMMITTEE

▪ **CHAIR WEBSTER**

- 8.3.1 Chair’s Report – April 6th **PG.45**
- 8.3.2 Staff Report – Award PW 2022-04 Supply & Haul of Granular “M” **PG.48**

9. CORRESPONDENCE SUMMARY

9.1 INFORMATION CORRESPONDENCE

- 9.1.1 CAO/Clerk Information Memo **PG.51**

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9.2 ACTION CORRESPONDENCE

9.2.1 2022 Senior of the Year Nominations

PG.52**10. BY-LAWS**

10.1 2022-22 Vote by Mail – Datafix Agreement

PG.53**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) – None****16. CONFIRMING BY-LAW 2022-23****PG.78****17. ADJOURNMENT**

PLANNING SERVICES AGREEMENT

MEMORANDUM OF AGREEMENT effective this ___ day of _____, 2021

BETWEEN:

THE CORPORATION OF THE COUNTY OF RENFREW
(hereinafter called the "**County**")

- and -

THE CORPORATION OF THE MUNICIPALITY OF _____
(hereinafter called " _____ ")

WHEREAS:

- A. The County is a municipality and an upper-tier municipality as defined by the Municipal Act, 2001, 5.0 . 2001, c. 25, as amended or replaced (hereinafter the "**Municipal Act**");
- B. [MUNICIPALITY] is a municipality, lower-tier municipality, and local municipality as defined by the Municipal Act;
- C. Local municipalities located within the geography of the County and County Councilors have expressed interest in having local planning advice, assistance and services provided by the County;
- D. Subsection 9 of the Municipal Act provides that municipalities have the capacity, rights, powers and privileges of natural persons, which includes the power to do things that natural persons can do, such as, inter alia, provide planning services and enter into agreements;
- E. Subsection 11(1-2) of the Municipal Act provides broad authority for upper -tier municipalities to manage their respective financial affairs and to provide any service the upper-tier municipality considers desirable for the public;
- F. County Council considers the County provision of local planning advice, assistance and services to be desirable in terms of providing value to the local citizenry/common taxpayer and has determined that Planning Services should be offered to local municipalities related to local Planning Act applications;
- G. Subsection 19(2)3 and 20 of the Municipal Act allows an upper-tier municipality to provide a service in a local municipality as long as one of the purposes for its provision is for lower-tier municipal purposes, there is consent from the local municipality, and

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the municipalities enter into an agreement with respect to the provision of such services;

- H. Section 15 of the Planning Act, RSO 1990, c P. 13, as amended or replaced ("**Planning Act**") allows upper-tier municipalities to provide advice and assistance to local municipalities with respect to planning matters, as long as the municipalities agree on the conditions upon which the service will be provided;
- I. [MUNICIPALITY] desires and consents for Planning Services to be provided by the County and confirms that the purpose of delivery of such service from the County is to pool resources with the County in a cooperative effort for Local Municipalities to receive high quality planning advice, assistance and services at a cost which is not prohibitive (hereafter referred to as the "**Initiative**");
- J. [MUNICIPALITY] acknowledges that its desire for the Initiative has caused the County to rely on such desire to hire planning staff to provide planning advice, assistance and services to the local municipalities and that it would be detrimental to the County in terms of human resources and employment law costs in the event that [MUNICIPALITY] were to terminate this Agreement;
- K. Subsection 8 of the Municipal Act provides that the powers of municipalities shall be interpreted broadly so as to confer broad authority to enable municipalities to govern their own affairs; and
- L. This Agreement sets out the conditions upon which the County will provide local planning advice, assistance and services to [MUNICIPALITY].

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT, in consideration of the payment of the sum of TWO DOLLARS (\$2.00) from each Party to the other and for other good and valuable consideration, including the covenants provided for herein, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

Recitals

- 1. The above recitals are true and are hereby incorporated into this Agreement by reference.

Definitions

- 2. In this Agreement, in addition to terms defined elsewhere in this Agreement, the following terms have the following meanings:
 - (a) "**Agreement**" means this Agreement, including all Schedules, as it may be confirmed, amended, modified, supplemented or restated by written agreement

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between the Parties.

- (b) **"Business Day"** means any day excluding a Saturday, Sunday or statutory holiday in the Province of Ontario.
- (c) **"Communication"** means any notice, demand, request, consent, approval or other communication which is required or permitted by this Agreement to be given or made by a Party.
- (d) **"Consultant(s)"** means a third party(ies) whose business is procured by the County Planning Division upon the recommendation of the Director of Development and Property and paid for by the Local Municipality.
- (e) **"Core Planning Services"** means the subset of Planning Services set out in section 5-6 of this Agreement.
- (f) **"County Levy"** means the annual County taxation of its citizens, payable by all Local Municipalities in the geography of the County.
- (g) **"County Planning Division"** means the department of the County having the mandate and responsibility for reviewing matters related to land use planning under the Planning Act.
- (h) **"Director of Development and Property"** means the person appointed to hold the position of the Director of Development and Property of the County Planning Division.
- (i) **"Local Municipalities"** means all of the local municipalities which are located within the geography of the County of Renfrew, collectively.
- (j) **"Non-Core Planning Services"** means the subset of Planning Services set out in sections 8- 9 of this Agreement.
- (k) **"Parties"** means The Corporation of the County of Renfrew and [MUNICIPALITY] collectively and "Party" means one of them.
- (l) **"Planning Staff"** means employees of or independent contractors contracted with the County Planning Division.
- (m) **"Planning Services"** means the planning advice, assistance and services provided for in sections 5 through 9 of this Agreement and includes both Core Planning Services and Non- Core Planning Services, as defined herein.

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- (n) **"Primary Planner"** means the employee of the County Planning Division or independent contractor retained by County Planning Division assigned to a particular Local Municipality by the Manager of Planning.

Term

3. Subject to the termination and amendment provisions of this Agreement (ss. 20-22 and 26), the term of this Agreement shall be for three (3) years commencing on the effective date noted at the top of page one (1) of this Agreement, provided that the term shall be automatically renewed for further periods of three (3) years commencing on the anniversary date of each three year term between any Party which has not made termination effective in accordance with ss. 20-22 of this Agreement as of each anniversary date.

Planning Services

4. The County Planning Division shall use reasonable efforts to provide [MUNICIPALITY] with the Planning Services set out in sections 5 through 9 of this Agreement.

Core Planning Services

5. Core Planning Services shall include, subject to section 11:
- (a) Providing planning information and advice to the staff of [MUNICIPALITY], the public, the development industry, and Municipal Council and Committees regarding land use planning matters generally within [MUNICIPALITY].
 - (b) Providing assistance, including consultation (general inquiries), review of planning applications for completeness, research, meetings, site visits, interpretations, reports and presentations using solution based planning practices, subject to Ontario Professional Planners Institute ("OPPI") standards, in the processing of the following applications pursuant to the Planning Act such as:
 - (i) Official plan amendments;
 - (ii) Zoning by-law amendments;
 - (iii) Minor Variances;
 - (iv) Part-lot control by-laws;
 - (v) Site plan control;

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- (vi) Interim control by-laws;
- (vii) Temporary use by-laws;
- (c) Collaborate with local staff (i.e. CBO, fire chief, public works, engineering, legal) on agreements related to consents, site plans, plans of subdivision, and plans of condominium.
- (d) Preparation of planning reports for presentation to councils and committees of [MUNICIPALITY] based upon a detailed review of the application and related information. Such reports will include a professional planning opinion and recommendation in accordance with OPPI standards with respect to the application. Planning Staff will attend at municipal council and committee meetings as requested by the local municipal chief administrative officer (or his/her functional equivalent and/or designate) to present the planning report and to answer questions.
- (e) Providing staffing levels such that [MUNICIPALITY] will be served appropriately from a planning standpoint.
- (f) Regular consolidation of Official Plans and Zoning By-Laws of [MUNICIPALITY] to reflect recent amendments.
- (g) Review of building permits for zoning conformity
- (h) Where a decision of [MUNICIPALITY] as an approval authority is appealed to the Ontario Land Tribunal or proceedings are initiated in any other court or tribunal of competent jurisdiction:
 - (i) Assisting in the preparation of necessary documentation for proceedings initiated in court or tribunal of competent jurisdiction, although primary responsibility for the documentary preparation remains with the administration staff of [MUNICIPALITY] (See 13).
 - (ii) Subject to qualification by any court or tribunal of competent jurisdiction, giving professional planning evidence at any proceedings and/or hearing(s) convened in cases where the decision of [MUNICIPALITY] under appeal coincided with the recommendation of Planning Staff.
 - (iii) In cases where the decision of [MUNICIPALITY] under appeal did not coincide with the recommendation of Planning Staff, no Consultant will be recommended or retained by the County Planning Division as

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set out in section 11 of this Agreement and it may be necessary for [MUNICIPALITY], at its discretion, to procure its own witness to provide planning evidence and [MUNICIPALITY] hereby acknowledge that Planning Staff may be summoned before a court or tribunal of competent jurisdiction to give evidence of the recommendation that was forwarded and not accepted by [MUNICIPALITY].

Should the above referenced situation arise, [MUNICIPALITY] hereby acknowledges and agrees that the planning evidence given by the Planning Staff shall be considered to be part of the Planning Services and not be considered to be a conflict of interest. [MUNICIPALITY] hereby acknowledges and agrees that Planning Staff are required to adhere to OPPI standards and properly issued subpoenas in this regard.

- (i) Providing availability (based from the County Administration Building) during regular business hours to respond to in-person, telephone and e-mail inquiries from [MUNICIPALITY] staff, the public and the development industry. Planning Staff will respond to inquiries in a timely manner.
- (j) Providing Planning Staff office hours in [MUNICIPALITY] which are available substantially as set out in the appended Schedule "A". Schedule "A" shall be amended on an annual calendar year basis by the Director of Development and Property at his/her discretion in consideration of ongoing Planning Services demand. [MUNICIPALITY] hereby acknowledges and agrees that absences due to vacation, illness or other types of valid leave may not be known or communicated at the time that Schedule "A" is formulated and distributed and further agree that any such variance from Schedule "A" is not a breach of this section of the Agreement.
- (k) Assignment of a Primary Planner to [MUNICIPALITY] by the Director of Development and Property, to serve as the regular point of contact for [MUNICIPALITY], who is normally responsible for the Planning Services outlined in this Agreement for [MUNICIPALITY]. The Primary Planner will be the liaison between the County Planning Division and any other Departments of the County that may require input into a planning matter. The Primary Planner may serve as the Primary Planner to another local municipality that is not [MUNICIPALITY]. The Director of Development and Property may assign other Planning Staff that is not the Primary Planner in order:
 - (i) to assist with areas of specialized expertise;
 - (ii) to further the provision of Planning Services during periods of high workload or

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- (iii) absence (such as vacations); and/or for any other reasonable operational reason at the sole discretion of the Director of Development and Property.
 - (l) Providing Geographic Information System ("GIS") mapping services for municipal reports, by-laws, schedules and other planning related documents as needed. The Primary Planner will serve as liaison between [MUNICIPALITY] and the County Development and Property's GIS personnel and will be responsible for giving instructions to GIS personnel for the portions of the Planning Services performed by GIS personnel.
 - (m) Preparing workload updates as necessary as determined by the Director of Development and Property/Manager of Planning Services for the Chief Administrative Officer of [MUNICIPALITY] which outlines the Planning Services provided and anticipated moving forward. [MUNICIPALITY]'s Chief Administrative Officer will review such updates and identify to the County Planning Division any areas where the workload is inconsistent with [MUNICIPALITY] priorities.
 - (n) Preparing annual summary reports for the Council of [MUNICIPALITY] which outlines the Planning Services provided to the municipality.
 - (o) Printing and production of planning reports and materials.
 - (p) Providing zoning related support to [MUNICIPALITY] by-law enforcement
6. The scheduling and delivery times for Core Planning Services will be discussed, as between the Director of Development and Property and [MUNICIPALITY] and the Planning Division shall use reasonable efforts to cooperate with and accommodate the scheduling requests of [MUNICIPALITY].
7. [MUNICIPALITY] acknowledges and agrees that in cases where the County, a lower-tier municipality, or a third party appeals a Planning Act decision to the Ontario Land Tribunal (OLT), Planning Staff may be summoned to give planning evidence before the Ontario Land Tribunal, that the resulting giving of planning evidence shall be considered part of the Planning Services and Core Planning Services and shall not be considered to be a conflict of interest. [MUNICIPALITY] also acknowledges that in cases where a third party or lower-tier municipality appeals a County planning decision, Planning Staff may be summoned to give planning evidence before the Ontario Land Tribunal and such shall not be considered to be a conflict of interest. The Local Municipalities further acknowledge that Planning Staff are professionally required to adhere to OPPI standards and legally required to respond to duly issued subpoenas.

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Non-Core Planning Services

8. Non-Core Planning Service shall include, subject to s. 11, professional planning advice, project management services and any additional expert planning assistance required by [MUNICIPALITY] to complete:
 - (a) Official Plan reviews;
 - (b) Comprehensive zoning by-law updates;
 - (c) Special area studies; and
 - (d) Such other planning related tasks which the Director of Development and Property may agree in writing from time to time for the County Planning Division to perform.
9. The scheduling and delivery times for Non-Core Planning Services will be discussed, as between the Director of Development and Property and [MUNICIPALITY] and the Planning Division shall use reasonable efforts to cooperate with and accommodate the scheduling requests of [MUNICIPALITY]. However, given the extensiveness of Non-Core Planning Services and their potential to delay the provision of Core Planning Services, ultimate and final discretion with respect to scheduling and delivery times for Non-Core Planning Services resides with the Director of Development and Property.

Planner's Ethical Duty

10. [MUNICIPALITY] acknowledges that Registered Professional Planners in Ontario owe ethical duties to provide planning opinions within the professional standards and requirements of the OPPI and that as a result, are not advocates for a particular client position when providing Planning Services, but rather, planners registered in Ontario advance their professional planning opinions based on their professional view of the matter in application of the planning apparatus in existence in Ontario and have a duty to serve the public interest.

Consultants to be Procured by the County Planning Division

11. From time to time and subject to section S(f)(iii) of this Agreement, it may be necessary for the County Planning Division, on the recommendation of the Manager of Planning, to individually procure Consultant(s) to assist with the provision of Planning Services. Such situations may include but are not limited to:
 - (a) The need for additional or peer review evidence at an Ontario Land Tribunal appeal hearing;

- (b) The need for specialized expertise;
- (c) To provide additional support to existing Planning Staff for significant projects with short deadlines;

Where the Director of Development and Property recommends the procurement of Consultant(s), he/she shall notify [MUNICIPALITY] in writing of such recommendation with written reasons why the consultant is necessary. It shall be the sole responsibility of the County Planning Division to procure the Consultant(s) in accordance with the County purchasing policy and pay such Consultant(s) directly. Any amounts due and payable to a Consultant pursuant to this section shall be calculated and directly paid to the consultant by [MUNICIPALITY]. Prior to awarding the procurement of a Consultant to a particular individual or entity the County Planning Division shall provide the name of a proposed Consultant to [MUNICIPALITY] so that it may advise the County Planning Division of any potential conflicts of interest.

Fees

- 12. The County shall be compensated for the provision of Planning Services by the costs of providing Planning Services in accordance with the planning tariff of fee's by-law (as amended from time to time).

[MUNICIPALITY] acknowledges and agrees that where [MUNICIPALITY] procures its own witness(es) under the circumstances described section 5(e)(iii) of this Agreement, [MUNICIPALITY] will be responsible for paying the fees of such consultant directly to the consultant independent of the County.

Local Municipality Responsibilities

- 13. [MUNICIPALITY] shall be responsible for the following, which are not Planning Services to be performed by the County pursuant to this Agreement:
 - (a) Mailing notification of completeness, scheduling of public meetings, circulation of public notices, internal staff circulation; **COULD BE DISCUSSED TO INCLUDE AS CORE PLANNING SERVICES**
 - (b) Arranging/assigning (when required) team to review technical submissions (i.e. engineering studies, environmental studies, legal)
 - (c) Arranging for the drafting and registration of legal agreements for subdivisions, site plans, etc.

- (d) Tracking/enforcement of legal agreements/release of securities when applicable
- (e) By-law enforcement
- (f) Creation of agendas, committee or council packages or minutes;
- (g) Municipal by-laws that are not passed under the Planning Act; and
- (h) Any other matters related to planning administration which are not Core or Non-Core Planning Services set out in section 5-9 of this Agreement.

Without limiting the foregoing, [MUNICIPALITY] warrants that where local municipal staff assistance is required for the implementation of Planning Services, [MUNICIPALITY] shall provide the Primary Planner with necessary staff assistance.

However, and despite the foregoing, assistance with respect to any of the responsibilities of [MUNICIPALITY] listed in section 13(a-f) may become Non-Core Services only if agreed to in accordance with section 8(d) of this Agreement.

Recognition of Lower-Tier Municipal Council and County Council Autonomy

14. The Parties recognize the authority of [MUNICIPALITY]'s Council and County Council as statute-enabled decision making authorities in certain land use and planning matters. Further, the Parties hereby recognize the discretion of each of the Councils of [MUNICIPALITY] and County Council to advocate for a particular position relating to a land use planning matters and the potential for County Council and [MUNICIPALITY]'s Council to take opposing positions.

Local Integration

15. When Planning Staff attend office hours in [MUNICIPALITY] as set out in section S(h) of this Agreement, Planning Staff shall make reasonable efforts to function in an integrated manner with the day-to-day staffing of [MUNICIPALITY], with the same hours as the [MUNICIPALITY] municipal office when on-site (ie. start time, end time, lunch time).

County as Approval Authority

16. The County is mandated by statute to operate as the delegate of provincial authority with respect to being an Approval Authority for municipal official plan amendments, plans of subdivision, plans of condominium, consents, and part-lot control by-laws which will be operated in an arms-length manner from the day-to-day land use planning activities. Any professional planning opinion provided by any member of Planning Staff or the Director of Development and Property

shall be consistent with the OPPI requirements.

Insurance

17. The County will ensure that appropriate general liability, errors and omissions and automobile, and WSIB insurance coverage is in place for all Planning Staff performing Planning Services.

Force Majeure

18. Despite any section of this Agreement, no Party shall be liable for damages caused by delay or failure to perform its obligations under this Agreement where such delay or failure is caused by an event beyond its reasonable control (hereinafter referred to as a " Force Majeure Event"). The Parties agree that an event shall not be considered a Force Majeure Event if a reasonable person owing duties to others in the same or similar circumstances as provided for under this Agreement would have put in place contingency plans to either materially mitigate or negate the effects of such an event. If a Party seeks to excuse itself from its obligations under this Agreement due to a Force Majeure Event, that Party shall immediately notify the other Party(ies) of the delay or non-performance, the reason for such delay or non-performance, and the anticipated period of delay or non-performance. In addition, the Party excusing itself due to a Force Majeure Event shall use its best efforts to remedy any such non-performance, except that nothing herein contained shall require any such party to make settlement of any labour dispute on terms unacceptable to it.

Compliance with Law and Confidentiality

19. The Parties will each perform their responsibilities pursuant to this Agreement in compliance with all applicable laws, including all laws pertaining to the protection of personal information about individuals and individuals' access to personal information about themselves.

Termination

By Local Municipality

20. [MUNICIPALITY] may terminate this Agreement at any time, upon providing six (6) months written notice to the County. The effective date of [MUNICIPALITY]'s termination shall be exactly six (6) months after notice is effectively received by the County in accordance with section 24 of this Agreement. [MUNICIPALITY] acknowledges that in the event [MUNICIPALITY] terminates its respective Party status to this Agreement, [MUNICIPALITY] will no longer receive local Planning Services.

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By County

21. The County may terminate this Agreement at any time without cost or penalty upon providing six (6) months written notice to [MUNICIPALITY].

Due to Dissolution

22. In the event [MUNICIPALITY] dissolves as a Corporation, this Agreement shall terminate. In the event the County dissolves as a Corporation, this Agreement shall terminate. In either event, termination due to dissolution shall occur as of the date the corporate entity ceases operations. Each of the Parties covenant to inform the other immediately as soon as it has knowledge that the dissolution the cessation of operations is either being considered and/or has any semblance of likelihood.

Notices

23. Any Communication must be in writing and either be:
- (a) Delivered personally or by courier;
 - (b) Sent by prepaid registered mail; or
 - (c) Transmitted by facsimile, e-mail or functionally equivalent electronic means of transmission, charges (if any) prepaid.

Any Communication must be sent to the intended Party at its address for service listed on the signature pages of this Agreement or to any other address as any Party may at any time advise the other by Communication given or made in accordance with this section. Any Communication delivered to a Party to whom it is addressed will be deemed to have been given or made and received on the day it is delivered at that Party's address, provided that if that day is not a Business Day then the Communication will be deemed to have been given or made and received on the next Business Day. Any Communication transmitted by facsimile, e-mail or other functionally equivalent electronic means of transmission will be deemed to have been given or made and received on the day on which it is transmitted, but if the Communication is transmitted on a day which is not a Business Day or after 4:00pm (local time of the recipient), the Communication will be deemed to have been given or made and received on the next Business Day.

Further Assurances

24. The Parties warrant that they shall do, execute, acknowledge, deliver and/or cause to be done such other acts, agreements and other documents as may be reasonably

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required or desirable to give effect to the terms of this Agreement.

Amendment and Waiver

25. No amendment, discharge, modification, restatement, supplement, termination or waiver of this Agreement or any section of this Agreement is binding unless it is in writing and executed by the Parties to be bound. No waiver of, failure to exercise, or delay in exercising, any section of this Agreement constitutes a waiver of any other section (whether or not similar) nor does any waiver constitute a continuing waiver

Assignment and Enurement

26. Neither this Agreement nor any right or obligation under this Agreement may be assigned by any Party, other than provided for herein, without the prior written consent of the other Parties. This Agreement enures to the benefit of and is binding upon the Parties and their respective heirs, executors, administrators, estate trustees, trustees, personal or legal representatives, successors and permitted assigns.

Dispute Resolution

27. Upon written requests to resolve any disputes arising from this Agreement which are sent by one Party to another, the Parties hereby agree to resolve all disputes pursuant to this section. Upon receipt by the receiving Party of a written request to resolve disputes, the Parties shall first attempt to resolve all disputes by way of formal negotiation between the Parties and their appointed representatives. If the disputes cannot be settled within thirty (30) days from the receipt of the written request to resolve disputes by the receiving Party, then the Parties shall enter into a structured negotiation on a without prejudice basis with the assistance of a mediator appointed by them. If the disputes cannot be settled within ninety (90) days from the receipt of written request to resolve disputes by the receiving Party, or such longer period as may be agreed to by the Parties, the Parties shall, refer the matter forthwith to an arbitration which shall finally resolve the dispute (s). The aforementioned arbitration shall be conducted in accordance with the Ontario Arbitration Act, 1991, c 17, as amended or replaced.

Entire Agreement

28. This Agreement constitutes the entire agreement between the Parties pertaining to the provision of Planning Services by the County to [MUNICIPALITY] and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties. The Parties acknowledge that there are no representations, warranties or other agreements between the

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Parties in connection with the subject matter of this Agreement except as specifically set out in this Agreement and that no Party has been induced to enter into this Agreement in reliance on, and there will be no liability assessed, either in tort or contract, with respect to, any warranty, representation, opinion, advice or assertion of fact, except to the extent it has been reduced to writing and included as a term in this Agreement. Except as amended herein, the terms of this Agreement shall remain in full force and effect. This Agreement includes the provisions of this Agreement and each of its Schedules, all of which shall be read together in the forming of this Agreement. In the event there is a conflict between the provisions of this Agreement and its Schedules, the provisions of this Agreement shall prevail.

Voluntary Enforceable Agreement

29. The Parties warrant that this Agreement is voluntary, that none of the Parties are under any legal disability and that each Party has had an opportunity to seek the advice of independent legal counsel with respect to this Agreement. [MUNICIPALITY] confirms that the County has the legal right and ability to provide Planning Services, as set out herein, and that they are estopped from pleading or asserting otherwise in any dispute, arbitration or any other proceeding.

Counterparts

30. This Agreement may be executed and delivered by the Parties in one or more counterparts, each of which will be an original, and each of which may be delivered by facsimile, e-mail or other functionally equivalent electronic means of transmission, and those counterparts will together constitute one and the same instrument.

Severability

31. Each section of this Agreement is distinct and severable. If any section of this Agreement, in whole or in part, is or becomes illegal, invalid, void, voidable or unenforceable in any jurisdiction by any court of competent jurisdiction, the illegality, invalidity or unenforceability of that section, in whole or in part, will not affect:
- (a) the legality, validity or enforceability of the remaining sections of this Agreement, in whole or in part; or
 - (b) the legality, validity or enforceability of that section, in whole or in part, in any other jurisdiction.

Governing Law

32. This Agreement is governed by, and is to be construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable in that Province.

IN WITNESS WHEREOF this Agreement has been executed by the Parties hereto on the date(s) set out below and the Parties agree that this Agreement shall be effective on the date set out at the top of page one (1) of this Agreement.

THE CORPORATION OF THE COUNTY OF RENFREW

We have authority to bind the Corporation

County of Renfrew

Town (Township)
of

Paul V. Moreau
Chief Administrative Officer/Clerk

Name
Title

Craig Kelley, CMO, Dipl.M.M., Ec.D
Director of Development and Property

Name
Title

Date
(SEAL)

(SEAL}

Date
(SEAL)

Schedule "A"

[MUNICIPALITY] Office Hours Schedule:

Weekly Office Hours	Bi-weekly Office Hours

DRAFT

THE CORPORATION OF THE TOWNSHIP OF HORTON

REGULAR COUNCIL MEETING
APRIL 5TH, 2022

There was a Regular Meeting of Council held in the Council Chambers on Tuesday April 5th, 2022. Present were Mayor David Bennett, Deputy Mayor Glen Campbell, Councillor Doug Humphries, and Councillor Tom Webster. Staff present was Hope Dillabough, CAO/Clerk – Recording Secretary, and Allan Cole, Fire Chief.

Councillor Lane Cleroux sent his regrets.

1. CALL TO ORDER & ROLL CALL

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 Humphries

RESOLUTION NO. 2022-74

Seconded by Councillor Webster

THAT Council adopt the Agenda for the April 5th, 2022 Regular Council Meeting.

Carried

5. DELEGATIONS &/or PUBLIC MEETINGS – NONE

6. MINUTES

6.1 March 15th, 2022– Regular Council

Moved by Councillor Humphries

RESOLUTION NO. 2022-75

Seconded by Deputy Mayor Campbell

THAT Council approve the following Minutes:

- March 15th, 2022– Regular Council

Carried

7. BUSINESS ARISING FROM MINUTES

There was no business arising from the minutes.

8. COMMITTEE REPORTS:

8.1 PROTECTIVE SERVICES COMMITTEE

8.1.1 Chair's Report – March 17th

Deputy Mayor Campbell reviewed the report.

8.1.2 Fire Chief's Presentation – Firefighter Training Certification

Fire Chief Allan Cole reviewed the presentation. He highlighted the proposed mandatory firefighter certification, potential costs of addition training and education as it pertains to Horton's level of service. He added that NFPA Standard Training 1001, 1002, 1072 are the levels of education that Horton will need to concentrate on. Council thanked Fire Chief Cole for a great presentation with plenty of information. There was discussion regarding projected costs of additional training and education and future implications.

RETURN TO AGENDA

8.2 TRANSPORTATION & ENVIRONMENTAL SERVICES COMMITTEE

8.2.1 Staff Report – Award RFQ PW 2022-03 Pavement Edger
Councillor Webster reviewed the report.

8.3 RECREATION COMMITTEE

8.3.1 Chair's Report – March 18th
Councillor Humphries reviewed the report.

8.4 COMMUNITY COMMITTEES / COUNTY COUNCIL

8.4.1 Renfrew & Area Seniors Home Support
Councillor Humphries stated that the Chilli Cook-Off appeared to be a success.

8.4.2 Community Safety & Wellbeing Plan Committee
Deputy Mayor Campbell reviewed the update.

8.4.3 Health Services Village
Mayor Bennett reviewed the update.

8.4.4 Chamber of Commerce
Councillor Humphries reviewed the update. He added that the Home and Garden Show is May 6 and 7. Council members requested that a Thank You letter be sent to the Chamber for the Covid test kits and how efficient their service was.

8.4.5 County Council
Mayor Bennett previously sent County info to Council Members for review.

9. CORRESPONDENCE SUMMARY

9.1 INFORMATION CORRESPONDENCE

9.1.1 CAO/Clerk Information Memo
Discussion went around the table with information previously distributed.

9.2 ACTION CORRESPONDENCE – NONE

10. BYLAWS

- 10.1 2022-17 Adopt Corporate Policies Section J-16, J-17, J-18
- 10.2 2022-18 Temporary Travel Trailer Agreement – Lam
- 10.3 2022-19 Boundary Road Agreement – Admaston/Bromley Township
- 10.4 2022-20 Temporary Secondary Dwelling Agreement – Draper

Council members reviewed the By-laws. Councillor Webster requested a recorded vote on By-law 2022-20.

11. NOTICE TO FILE MOTION FOR NEXT COUNCIL – NONE

12. COUNCIL/STAFF MEMBERS CONCERNS

CAO/Clerk Hope Dillabough updated Council on the recent Health & Safety training staff completed.

13. MOTION FOR RECONSIDERATION – NONE

14. RESOLUTIONS

Moved by Councillor Webster **RESOLUTION NO. 2022-76**
Seconded by Councillor Humphries
THAT Council accept the Protective Services Chair's Report for March 17 as information.

Carried

Moved by Councillor Humphries **RESOLUTION NO. 2022-77**
Seconded by Councillor Webster
THAT upon recommendation from the Protective Services Committee, Council agree to donate \$500 towards the efforts put forward from Shawn Johnston as it pertains to his response to the conflict in Ukraine;

AND THAT this is compliant with the Township's Donation Policy.

Carried

Moved by Deputy Mayor Campbell **RESOLUTION NO. 2022-78**
Seconded by Councillor Webster
THAT Council accept Fire Chief's Presentation – Firefighter Training Certification as information.

Carried

Moved by Councillor Webster **RESOLUTION NO. 2022-79**
Seconded by Councillor Humphries
THAT Council agree with staff recommendation to award PW 2022-03 Supply of One (1) Pavement Edger to Gincor Industries for the total cost of \$17,933.10 including HST;

AND THAT that an additional \$3,933.10 be allocated from the Roads Equipment Reserves above the \$14,000 approved in the 2022 Capital Equipment Budget to fund the purchase.

Carried

Moved by Deputy Mayor Campbell **RESOLUTION NO. 2022-80**
Seconded by Councillor Humphries
THAT Council accept the Recreation Committee Chair's Report for March 18 as information.

Carried

Moved by Councillor Humphries **RESOLUTION NO. 2022-81**
Seconded by Councillor Webster
THAT upon recommendation from the Recreation Committee, Council agree to advertising on the Township social media and website, as well as advertise in the paper for members to be part of the Horton Recreation Association.

Carried

Moved by Deputy Mayor Campbell **RESOLUTION NO. 2022-82**
Seconded by Councillor Humphries
THAT Council receive the reports for Community Committees and County Council as information.

Carried

Moved by Councillor Webster **RESOLUTION NO. 2022-83**
Seconded by Councillor Humphries
THAT Council accept the CAO/Clerk's Information Memo for April 5th, 2022.

Carried

RETURN TO AGENDA

Moved by Councillor Webster
Seconded by Councillor Humphries

RESOLUTION NO. 2022-84

THAT The Township of Horton concur that the proposal by Rogers Communications Canada Inc. to erect a wireless communication installation on lands known 5428 River Rd, Horton Ontario, and owned by WALL, MARY ANN; WALL GRAHAM BREN, is fully compliant in the Township's opinion, with the requirements of ISED Canada's default protocol CPC-2-0-03 Issue 5 (July 2014) "Radiocommunication and Broadcasting Antenna Systems", and all obligations for the municipal and public consultation requirements have been satisfactorily met.

Carried

Moved by Deputy Mayor Campbell
Seconded by Councillor Humphries

RESOLUTION NO. 2022-85

THAT Council enact the following By-laws:

- 2022-17 Adopt Corporate Policies Section J-16, J-17, J-18
- 2022-18 Temporary Travel Trailer Agreement – Lam
- 2022-19 Boundary Road Agreement – Admaston/Bromley Township

Carried

Moved by Deputy Mayor Campbell
Seconded by Councillor Humphries

RESOLUTION NO. 2022-86

THAT Council enact the following By-law:

- 2022-20 Temporary Secondary Dwelling Agreement – Draper

Councillor Webster requested a recorded vote.

Motion withdrawn upon agreement of Mover and Seconder.

Withdrawn

Moved by Councillor Webster
Seconded by Councillor Humphries

RESOLUTION NO. 2022-87

THAT Council table the following By-law:

- 2022-20 Temporary Secondary Dwelling Agreement – Draper

Carried**15. IN CAMERA (Closed) SESSION**

Moved by Councillor Webster
Seconded by Councillor Humphries

RESOLUTION NO. 2022-88

THAT Council went into a Closed Session Meeting at 5:53 p.m. to discuss the following items pursuant to Section 239(2) (c) of the Municipal Act;

- (c) A proposed or pending acquisition or disposition of land by the municipality or local board – Concession 7, Part Lot 13, Township of Horton

Carried

Moved by Councillor Webster
Seconded by Councillor Humphries

RESOLUTION NO. 2022-89

THAT Council came out of Closed (In-Camera) Session at 6:01 p.m. and discussed items pursuant to Section 239(2) (c) of the Municipal Act pertaining to:

- A proposed or pending acquisition or disposition of land by the municipality or local board – Concession 7, Part Lot 13, Township of Horton

Carried**16. CONFIRMING BYLAW**

Moved by Deputy Mayor Campbell
Seconded by Councillor Webster

RESOLUTION NO. 2022-90

THAT Council enact By-law 2022-21 – Confirming By-Law.

Carried

RETURN TO AGENDA

17. ADJOURNMENT

Mayor Bennett declared the meeting adjourned at 6:01 p.m.

MAYOR David M. Bennett

CAO/CLERK Hope Dillabough

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	0.00	-2,569,541	-2,569,541.00	100.00
1-4-11000-410708	Interim Taxes	-2,608,878.20	0	2,608,878.20	0.00
1-4-11000-410710	Taxes Supplem. Municipal	0.00	-25,000	-25,000.00	100.00
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	0.00	-669	-669.00	100.00
1-4-11000-430015	OMPF Funding	-59,750.00	-239,000	-179,250.00	75.00
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	-385.00	-3,000	-2,615.00	87.17
1-4-11000-440400	Oth Revenue Lottery Lic	0.00	-100	-100.00	100.00
1-4-11000-440415	Oth Revenue Int Income	-1,110.41	-15,000	-13,889.59	92.60
1-4-11000-440420	Oth Revenue Int on Tax	-17,226.05	-53,000	-35,773.95	67.50
1-4-11000-440431	Other Rev Misc.	-217.10	-1,000	-782.90	78.29
1-4-11000-440608	Transfer from Reserves - Building	0.00	-95,120	-95,120.00	100.00
1-7-11000-700030	Committee Member/Meetings	0.00	1,000	1,000.00	100.00
1-7-11000-700040	Legal Expenses	7,788.36	12,000	4,211.64	35.10
1-7-11000-700060	Misc. Expenses	3,315.04	7,000	3,684.96	52.64
1-7-11000-700070	Insurance	21,991.43	22,775	783.57	3.44
1-7-11000-700080	Office Supplies	497.44	6,500	6,002.56	92.35
1-7-11000-700085	Postage/Courier	6,129.64	17,000	10,870.36	63.94
1-7-11000-700100	Telephone	679.19	2,500	1,820.81	72.83
1-7-11000-700110	Hydro	1,773.81	5,000	3,226.19	64.52
1-7-11000-700120	Heat	1,496.77	2,000	503.23	25.16
1-7-11000-700179	Health & Safety	244.03	750	505.97	67.46
1-7-11000-700180	Office Equip. & Maint.	1,533.83	9,250	7,716.17	83.42
1-7-11000-700190	Building Maintenance	2,609.27	9,000	6,390.73	71.01
1-7-11000-700191	Building Cleaning	172.14	6,000	5,827.86	97.13
1-7-11000-700250	Transfer to Capital - OFFICE HVAC	0.00	140,120	140,120.00	100.00
1-7-11000-700256	Transfer to Capital - AMP-FCM	5,851.20	0	-5,851.20	0.00
1-7-11000-700280	Advertising	460.89	2,500	2,039.11	81.56
1-7-11000-715010	Bank Charges & Interest	308.33	7,500	7,191.67	95.89
1-7-11000-715015	Computers & Program Maint.	6,263.41	20,000	13,736.59	68.68
1-7-11000-715085	Municipal Tax W/O	0.00	10,000	10,000.00	100.00
1-7-11000-716020	Tax Sale Registration	2,874.72	100	-2,774.72	-2774.72
1-7-11000-718030	Gov Audit	0.00	25,000	25,000.00	100.00
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	0.00	500	500.00	100.00
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
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	27,578.00	0	-27,578.00	0.00
1-8-11000-810001	Public School English	190,072.00	0	-190,072.00	0.00
1-8-11000-810002	Public School French	2,761.00	0	-2,761.00	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
1-8-11000-810002	Public School French	2,761.00	0	-2,761.00	0.00
1-8-11000-820001	Separate School English	54,550.00	0	-54,550.00	0.00
1-8-11000-820002	Separate School French	6,161.00	0	-6,161.00	0.00
GENERAL GOVERNMENT Revenue		-2,687,566.76	-3,125,840	-438273.24	14.02
GENERAL GOVERNMENT Expense		754,925.09	327,659	-427266.09	-130.40
Total GENERAL GOVERNMENT		-1,932,641.67	-2,798,181	-865,539.33	30.93
11010 COUNCIL					
1-7-11010-700010	Council Salaries	24,948.18	99,792	74,843.82	75.00
1-7-11010-700035	Conference/Travel Expenses	0.00	5,000	5,000.00	100.00
1-7-11010-700060	Council Misc. Expenses	141.77	2,500	2,358.23	94.33
1-7-11010-700100	Council Telephone	61.83	350	288.17	82.33
1-7-11010-700140	Council Benefits	4,566.86	10,311	5,744.14	55.71
1-7-11010-789040	Donations	500.00	1,000	500.00	50.00
COUNCIL Revenue		0.00	0	0.00	0.00
COUNCIL Expense		30,218.64	118,953	88734.36	74.60
Total COUNCIL		30,218.64	118,953	88,734.36	74.60
11011 ELECTION					
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	0.00	5,000	5,000.00	100.00
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	0.00	1,500	1,500.00	100.00
1-7-11011-718040	Contracted Services	0.00	5,220	5,220.00	100.00
1-7-11011-789036	Transfer to Reserves - Election	0.00	6,370	6,370.00	100.00
ELECTION Revenue		0.00	-19,120	-19120.00	100.00
ELECTION Expense		0.00	25,490	25490.00	100.00
Total ELECTION		0.00	6,370	6,370.00	100.00
11015 ADMINISTRATION					
1-7-11015-700010	Admin Salaries	93,408.95	352,985	259,576.05	73.54
1-7-11015-700035	Conference Expenses	1,118.55	8,500	7,381.45	86.84
1-7-11015-700140	Employee Benefits	32,048.05	82,807	50,758.95	61.30
ADMINISTRATION Revenue		0.00	0	0.00	0.00
ADMINISTRATION Expense		126,575.55	444,292	317716.45	71.51
Total ADMINISTRATION		126,575.55	444,292	317,716.45	71.51
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	0.00	-2,000	-2,000.00	100.00
1-4-12000-440405	Dog License Revenue	-800.00	-8,500	-7,700.00	90.59

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
1-4-12000-440430	Provincial Offences from County	0.00	-100	-100.00	100.00
1-4-12000-440475	9-1-1 Sign Revenue	-1,050.00	-1,500	-450.00	30.00
1-7-12000-700010	Salaries	222.09	1,500	1,277.91	85.19
1-7-12000-700060	Misc. Expenses	0.00	100	100.00	100.00
1-7-12000-700065	Dog Tag Collection	424.55	2,000	1,575.45	78.77
1-7-12000-700140	Employee Benefits	122.89	250	127.11	50.84
1-7-12000-700260	Agreements	1,670.00	1,670	0.00	0.00
1-7-12000-700300	9-1-1 Signs	123.00	1,000	877.00	87.70
1-7-12000-700310	Ontario Provincial Police	74,500.00	447,004	372,504.00	83.33
1-7-12000-718040	Contracted Services	0.00	10,000	10,000.00	100.00
1-7-12000-785010	Veternarian Committee	280.00	300	20.00	6.67
1-7-12000-785045	Emergency Management Plan	1,557.66	8,000	6,442.34	80.53
1-7-12000-785050	Livestock Valuation	0.00	1,500	1,500.00	100.00
PROTECTIVE SERVICES Revenue		-1,850.00	-15,130	-13280.00	87.77
PROTECTIVE SERVICES Expense		78,900.19	473,324	394423.81	83.33
Total PROTECTIVE SERVICES		77,050.19	458,194	381,143.81	83.18
12021 MUNICIPAL DISASTER					
1-7-12021-700061	Covid-19 Expenses - 2020	1,177.32	0	-1,177.32	0.00
MUNICIPAL DISASTER Revenue		0.00	0	0.00	0.00
MUNICIPAL DISASTER Expense		1,177.32	0	-1177.32	0.00
Total MUNICIPAL DISASTER		1,177.32	0	-1,177.32	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	-450.00	-2,000	-1,550.00	77.50
1-4-13030-440464	Ontario Grant	0.00	-29,545	-29,545.00	100.00
1-4-13030-440465	Canada Grant	0.00	-2,000	-2,000.00	100.00
1-4-13030-440467	Gas Tax	0.00	-91,562	-91,562.00	100.00
1-7-13030-700010	Salaries	64,830.75	229,916	165,085.25	71.80
1-7-13030-700030	Com. Member Meeting	0.00	1,000	1,000.00	100.00
1-7-13030-700035	Conference/Travel Expenses	2,370.44	5,500	3,129.56	56.90
1-7-13030-700060	Misc. Expenses	1,026.87	1,000	-26.87	-2.69
1-7-13030-700070	Insurance	23,647.57	23,383	-264.57	-1.13
1-7-13030-700080	Office Supplies	206.38	500	293.62	58.72
1-7-13030-700090	Materials & Supplies	3,055.41	6,000	2,944.59	49.08
1-7-13030-700091	HAND TOOL MAINTENANCE	0.00	2,000	2,000.00	100.00
1-7-13030-700100	Telephone	901.89	1,800	898.11	49.90
1-7-13030-700110	Hydro	1,387.62	5,050	3,662.38	72.52
1-7-13030-700120	Heat	5,859.28	6,450	590.72	9.16
1-7-13030-700140	Employee Benefits	39,098.01	75,642	36,543.99	48.31
1-7-13030-700181	Clothing Allowance	203.52	2,000	1,796.48	89.82
1-7-13030-700190	Building Maintenance	1,986.62	10,000	8,013.38	80.13
1-7-13030-700191	Building Cleaning	0.00	1,350	1,350.00	100.00
1-7-13030-700240	Radio License	466.82	2,000	1,533.18	76.66
1-7-13030-700280	Advertising	1,092.52	1,200	107.48	8.96
1-7-13030-715015	Computer Programs & Maintenance	2,082.37	3,000	917.63	30.59

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
1-7-13030-715015	Computer Programs & Maintenance	2,082.37	3,000	917.63	30.59
1-7-13030-718040	Contracted Services	1,007.42	2,500	1,492.58	59.70
1-7-13030-730130	EXCAVATOR - REPAIRS/MNT	774.14	15,000	14,225.86	94.84
1-7-13030-730155	Truck 11 - 2013 CHEV 3/4 TON	265.25	4,000	3,734.75	93.37
1-7-13030-730157	Truck #14 - 2018 Western Star	2,068.87	7,000	4,931.13	70.44
1-7-13030-730158	Truck #22 - 2021 International	1,378.20	5,000	3,621.80	72.44
1-7-13030-730159	Truck # 24 - 2021 Freightliner	2,932.89	7,000	4,067.11	58.10
1-7-13030-730160	GRADER - REPAIRS/MNT	363.55	15,000	14,636.45	97.58
1-7-13030-730161	Truck 21 - 2021 GMC 1 Ton	886.04	4,000	3,113.96	77.85
1-7-13030-730280	BACKHOE/LOADER - REPAIRS/MNT	508.70	5,000	4,491.30	89.83
1-7-13030-730291	WOOD CHIPPER	0.00	250	250.00	100.00
1-7-13030-730295	TRAILER/MOWER - REPAIRS/MNT	0.00	500	500.00	100.00
1-7-13030-730300	Machinery Fuel	20,674.50	63,255	42,580.50	67.32
1-7-13030-730490	A - Culverts	103.78	6,120	6,016.22	98.30
1-7-13030-730500	A- Culverts - Salaries	0.00	7,324	7,324.00	100.00
1-7-13030-730550	B - Roadside Maintenance	0.00	14,280	14,280.00	100.00
1-7-13030-730560	B- Roadside Maint. - Salaries	2,534.31	16,754	14,219.69	84.87
1-7-13030-730660	C - Road Maintenance - Paved	219.68	35,700	35,480.32	99.38
1-7-13030-730670	C - Road Main. - Salaries	1,694.61	27,086	25,391.39	93.74
1-7-13030-730780	D - Grading-Gravel-Dust	0.00	27,512	27,512.00	100.00
1-7-13030-730790	D - Grading etc. - Salaries	2,511.75	26,640	24,128.25	90.57
1-7-13030-730870	E - Winter Road Maintenance	9,084.86	59,250	50,165.14	84.67
1-7-13030-730880	E - Winter Rd. Maint.-Salaries	22,478.57	47,369	24,890.43	52.55
1-7-13030-730960	F - Safety Devices	3,442.89	10,000	6,557.11	65.57
1-7-13030-730970	F - Safety Devices - Salaries	669.22	9,895	9,225.78	93.24
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	584.54	2,000	1,415.46	70.77
PUBLIC WORKS Revenue		-450.00	-160,107	-159657.00	99.72
PUBLIC WORKS Expense		251,355.37	1,125,325	873969.63	77.66
Total PUBLIC WORKS		250,905.37	965,218	714,312.63	74.01
13031 ROADS - GRAVEL					
1-7-13031-730780	Annual Gravel Budget	0.00	28,000	28,000.00	100.00
1-8-13031-830050	Eady Road	15,427.53	0	-15,427.53	0.00
ROADS - GRAVEL Revenue		0.00	0	0.00	0.00
ROADS - GRAVEL Expense		15,427.53	28,000	12572.47	44.90
Total ROADS - GRAVEL		15,427.53	28,000	12,572.47	44.90
13033 ROADS - CAPITAL					
1-4-13033-440221	Ontario Grant - OCIF	-63,757.00	0	63,757.00	0.00
1-4-13033-440461	Transfer from Reserves - Roads Equipment	0.00	-1,629,052	-1,629,052.00	100.00

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Budget Type : BUDGET

Fiscal Year : 2022 Period : 12
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Acct Code	Acct Desc	Year to Date	Budget Amt	Variance	% Variance
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
1-7-13033-700250	CAPITAL EQUIPMENT	19,095.27	41,400	22,304.73	53.88
1-7-13033-700259	Capital - Buildings	0.00	40,000	40,000.00	100.00
1-7-13033-745040	Thompsonhill Streets	0.00	1,480,752	1,480,752.00	100.00
1-8-13033-830039	Cotieville Road	0.00	171,314	171,314.00	100.00
1-8-13033-830050	EADY ROAD	3,533.70	55,000	51,466.30	93.58
1-8-13033-830070	Golf Course Road	0.00	64,000	64,000.00	100.00
1-8-13033-830097	Johnston Rd	0.00	2,900	2,900.00	100.00
ROADS - CAPITAL Revenue		-63,757.00	-1,840,366	-1776609.00	96.54
ROADS - CAPITAL Expense		22,628.97	1,855,366	1832737.03	98.78
Total ROADS - CAPITAL		-41,128.03	15,000	56,128.03	374.19
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	-10,914.10	-95,748	-84,833.90	88.60
1-4-14000-440380	Tipping Fees	-8,220.00	-55,000	-46,780.00	85.05
1-4-14000-440480	Blue Box & Composter	-6.00	-200	-194.00	97.00
1-4-14000-440482	Ontario Stewardship Tires	0.00	-100	-100.00	100.00
1-4-14000-440483	Electronic Waste	-159.33	-1,000	-840.67	84.07
1-7-14000-700010	Salaries	7,947.00	50,000	42,053.00	84.11
1-7-14000-700030	Committee Members Fees	0.00	1,000	1,000.00	100.00
1-7-14000-700035	Conference/Travel Expenses	1,965.57	1,400	-565.57	-40.40
1-7-14000-700060	Misc. Expenses	296.12	2,200	1,903.88	86.54
1-7-14000-700070	Insurance	3,295.11	3,196	-99.11	-3.10
1-7-14000-700080	Office Supplies	0.00	500	500.00	100.00
1-7-14000-700090	Material & Supplies	0.00	1,500	1,500.00	100.00
1-7-14000-700100	Telephone	15.31	150	134.69	89.79
1-7-14000-700110	Hydro	183.25	300	116.75	38.92
1-7-14000-700140	Employee Benefits	2,047.50	11,081	9,033.50	81.52
1-7-14000-700190	Building Maintenance	0.00	500	500.00	100.00
1-7-14000-700250	Transfer to Capital	4,238.30	0	-4,238.30	0.00
1-7-14000-700280	Advertising	224.57	1,000	775.43	77.54
1-7-14000-700400	Contracted Services	0.00	1,100	1,100.00	100.00
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	31,338.22	208,799	177,460.78	84.99
1-7-14000-745027	Waste - Curbside Pickup	28,946.76	148,438	119,491.24	80.50

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1-7-14000-745027	Waste - Curbside Pickup	28,946.76	148,438	119,491.24	80.50
1-7-14000-745031	Compaction & Covering	9,633.75	40,000	30,366.25	75.92
1-7-14000-745033	Landfill - Re-grind Waste	0.00	25,000	25,000.00	100.00
1-7-14000-745034	Material Transfers	0.00	500	500.00	100.00
1-7-14000-745040	Engineering Fees	961.63	15,590	14,628.37	93.83
1-7-14000-789020	Transfer to Reserves - Landfill	0.00	23,900	23,900.00	100.00
ENVIROMENTAL SERVICES Revenue		-19,299.43	-152,048	-132748.57	87.31
ENVIROMENTAL SERVICES Expense		95,111.75	540,704	445592.25	82.41
Total ENVIROMENTAL SERVICES		75,812.32	388,656	312,843.68	80.49
15051 PARK & REC ADMINISTRATION					
1-7-15051-700010	Salaries	2,407.38	10,000	7,592.62	75.93
1-7-15051-700030	Com. Member Meetings	0.00	2,000	2,000.00	100.00
1-7-15051-700035	Conference/Travel Expenses	0.00	500	500.00	100.00
1-7-15051-700060	Misc. Expenses	0.00	100	100.00	100.00
1-7-15051-700070	Insurance	13,004.71	12,784	-220.71	-1.73
1-7-15051-700090	Office Supplies	0.00	200	200.00	100.00
1-7-15051-700140	Employee Benefits	702.35	5,000	4,297.65	85.95
1-7-15051-700260	Agreements	0.00	34,000	34,000.00	100.00
1-7-15051-700280	Advertising	0.00	200	200.00	100.00
PARK & REC ADMINISTRATION Revenue		0.00	0	0.00	0.00
PARK & REC ADMINISTRATION Expense		16,114.44	64,784	48669.56	75.13
Total PARK & REC ADMINISTRATION		16,114.44	64,784	48,669.56	75.13
15052 PARK & REC OUTDOOR FACILITIES					
1-4-15052-440216	Boat Launch - Fines	0.00	-400	-400.00	100.00
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.	-44.25	-5,000	-4,955.75	99.12
1-4-15052-440466	Transfer from Lot Dev Fund	0.00	-36,582	-36,582.00	100.00
1-7-15052-700010	Salaries	3,992.92	3,070	-922.92	-30.06
1-7-15052-700140	Employee Benefits	1,172.20	890	-282.20	-31.71
1-7-15052-700201	Trail Maintenance	0.00	1,000	1,000.00	100.00
1-7-15052-700215	Soccer Field Maintenance	0.00	3,000	3,000.00	100.00
1-7-15052-700220	Boat Launch Property Maintenance	97.26	2,000	1,902.74	95.14
1-7-15052-700250	Transfer to Capital	18,940.90	36,582	17,641.10	48.22
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		-44.25	-47,482	-47437.75	99.91
PARK & REC OUTDOOR FACILITIES Expense		24,203.28	46,992	22788.72	48.49
Total PARK & REC OUTDOOR FACILITIES		24,159.03	-490	-24,649.03	5030.41
15053 PARK & REC COMMUNITY CENTER					
1-4-15053-440425	Rent	-3,913.41	-10,000	-6,086.59	60.87
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

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1-4-15053-440461	Transfer from Reserves	0.00	-48,000	-48,000.00	100.00
1-4-15053-440800	Bar Sales	0.00	-5,000	-5,000.00	100.00
1-7-15053-700010	Salaries	3,771.39	16,660	12,888.61	77.36
1-7-15053-700095	Restock Bar	0.00	8,000	8,000.00	100.00
1-7-15053-700100	Telephone	687.24	800	112.76	14.10
1-7-15053-700110	Utilities	6,871.89	10,500	3,628.11	34.55
1-7-15053-700140	Employee Benefits	850.68	2,500	1,649.32	65.97
1-7-15053-700190	Building Maintenance	1,129.21	5,000	3,870.79	77.42
1-7-15053-700191	Building Cleaning	248.63	1,500	1,251.37	83.42
1-7-15053-700200	Equipment Repairs/Replacement	1,339.19	2,000	660.81	33.04
1-7-15053-700251	Transfer to Capital - Bldg Renos	0.00	48,000	48,000.00	100.00
1-7-15053-700280	Advertising	184.70	1,000	815.30	81.53
1-7-15053-715015	Computer Programs & Maintenance	147.86	500	352.14	70.43
1-7-15053-789000	Transfer to Reserves - Building	0.00	31,000	31,000.00	100.00
PARK & REC COMMUNITY CENTER Revenue		-4,954.41	-63,000	-58045.59	92.14
PARK & REC COMMUNITY CENTER Expense		15,230.79	127,460	112229.21	88.05
Total PARK & REC COMMUNITY CENTER		10,276.38	64,460	54,183.62	84.06
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	27.40	6,600	6,572.60	99.58
1-7-15054-700191	Building Cleaning	20.33	500	479.67	95.93
1-7-15054-700200	Equipment Repairs/Maintenance	539.69	1,500	960.31	64.02
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		5,361.99	21,940	16578.01	75.56
Total PARK & REC RINK		3,541.99	20,440	16,898.01	82.67
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	0.00	-8,000	-8,000.00	100.00
1-4-15055-440446	Aerobics & Drop In Sports Fees	0.00	-500	-500.00	100.00
1-4-15055-440570	Winter Carnival Revenue	0.00	-4,000	-4,000.00	100.00
1-4-15055-440575	Canada Day Revenue	0.00	-4,500	-4,500.00	100.00
1-7-15055-785075	Canada Day Expenses	0.00	2,700	2,700.00	100.00
1-7-15055-785080	Winter Carnival Expenses	0.00	2,500	2,500.00	100.00
1-7-15055-785081	Country Dance Expenses	0.00	8,000	8,000.00	100.00
1-7-15055-785082	Aerobics & Drop In Sports	0.00	150	150.00	100.00
1-7-15055-786000	Euchres Expense	0.00	2,200	2,200.00	100.00
PARK & REC ANNUAL EVENTS Revenue		0.00	-21,000	-21000.00	100.00
PARK & REC ANNUAL EVENTS Expense		0.00	15,550	15550.00	100.00
Total PARK & REC ANNUAL EVENTS		0.00	-5,450	-5,450.00	100.00

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Total PARK & REC ANNUAL EVENTS		0.00	-5,450	-5,450.00	100.00
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	0.00	-9,010	-9,010.00	100.00
1-4-15056-440455	Murder Mystery	0.00	-3,200	-3,200.00	100.00
1-4-15056-440456	Fundraising Catering	0.00	-5,000	-5,000.00	100.00
1-4-15056-440457	Harvest Dinner	0.00	-3,000	-3,000.00	100.00
1-4-15056-440458	Trivia Night	-30.00	-700	-670.00	95.71
1-7-15056-785100	Easter Egg Hunt	0.00	400	400.00	100.00
1-7-15056-785102	Fruit Fundraiser	0.00	7,500	7,500.00	100.00
1-7-15056-785105	Murder Mystery	0.00	1,500	1,500.00	100.00
1-7-15056-785106	Fundraising Catering	0.00	5,000	5,000.00	100.00
1-7-15056-785107	Harvest Dinner	0.00	1,800	1,800.00	100.00
1-7-15056-785108	Trivia Night	0.00	500	500.00	100.00
1-7-15056-789070	Transf to Reserves - Working for Hoedown	0.00	5,210	5,210.00	100.00
PARK & REC FUNDRAISING Revenue		-30.00	-21,910	-21880.00	99.86
PARK & REC FUNDRAISING Expense		0.00	21,910	21910.00	100.00
Total PARK & REC FUNDRAISING		-30.00	0	30.00	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
1-7-16000-700010	Salaries	0.00	350	350.00	100.00
1-7-16000-700140	Employee Benefits	0.00	100	100.00	100.00
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		35,235.53	35,686	450.47	1.26
Total HEALTH SERVICES		35,225.53	35,686	460.47	1.29
17000 PLANNING					
1-4-17000-440330	Fees & Charges Planning	-1,500.00	-5,800	-4,300.00	74.14
1-4-17000-440355	Fees & Charges Zoning Compl.	-300.00	-400	-100.00	25.00
1-4-17000-440461	TRANSFER FROM RESERVE (MODERNIZATION)	0.00	-10,000	-10,000.00	100.00
1-7-17000-700060	Com. Member Fees	796.76	1,700	903.24	53.13
1-7-17000-700090	Materials & Supplies	0.00	100	100.00	100.00

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1-7-17000-700090	Materials & Supplies	0.00	100	100.00	100.00
1-7-17000-780010	Contracted Services	0.00	2,000	2,000.00	100.00
1-7-17000-780100	Economic Development	0.00	10,000	10,000.00	100.00
PLANNING Revenue		-1,800.00	-16,200	-14400.00	88.89
PLANNING Expense		796.76	13,800	13003.24	94.23
Total PLANNING		-1,003.24	-2,400	-1,396.76	58.20
18000 FIRE					
1-4-18000-440110	Provincial Fees and Charges	0.00	-10,000	-10,000.00	100.00
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	2,727.57	47,000	44,272.43	94.20
1-7-18000-700035	Conference/Travel Expenses	0.00	750	750.00	100.00
1-7-18000-700060	Misc. Expenses	485.05	1,000	514.95	51.50
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	386.70	1,300	913.30	70.25
1-7-18000-700110	Utilities	4,874.80	6,410	1,535.20	23.95
1-7-18000-700140	Employee Benefits	3,037.31	4,700	1,662.69	35.38
1-7-18000-700180	Office Equip. & Maint.	1,162.24	2,500	1,337.76	53.51
1-7-18000-700190	Building Maintenance	0.00	2,000	2,000.00	100.00
1-7-18000-700191	Building Cleaning	14.19	1,000	985.81	98.58
1-7-18000-700200	Fire Equipment Maintenance	2,532.81	19,400	16,867.19	86.94
1-7-18000-700210	Fleet Maintenance	5,464.74	11,800	6,335.26	53.69
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	0.00	8,861	8,861.00	100.00
1-7-18000-700260	Extrication Agreement	1,000.00	5,000	4,000.00	80.00
1-7-18000-700261	Water Rescue Agreement	0.00	3,000	3,000.00	100.00
1-7-18000-715015	Computer/Program Maintenance	396.59	4,000	3,603.41	90.09
1-7-18000-721060	Training	0.00	4,500	4,500.00	100.00
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	322.63	2,850	2,527.37	88.68
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		0.00	-21,161	-21161.00	100.00
FIRE Expense		44,772.38	193,907	149134.62	76.91
Total FIRE		44,772.38	172,746	127,973.62	74.08
19000 BUILDING DEPARTMENT					
1-4-19000-440385	Septic Permits	-1,600.00	-8,000	-6,400.00	80.00
1-4-19000-440410	Building Permits	-11,830.00	-48,985	-37,155.00	75.85

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 Account Code : ?-4-?????-?????? To ?-8-?????-??????

Acct Code	Acct Desc	Year to Date	Budget Amt	Variance	% Variance
1-4-19000-440410	Building Permits	-11,830.00	-48,985	-37,155.00	75.85
1-4-19000-440431	Misc. Revenue	-1,250.00	-2,000	-750.00	37.50
1-4-19000-440605	Transfer from Reserves	0.00	-8,735	-8,735.00	100.00
1-7-19000-700010	Salaries	11,250.00	49,500	38,250.00	77.27
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	0.00	800	800.00	100.00
1-7-19000-700100	Telephone	114.48	500	385.52	77.10
1-7-19000-700140	Employee Benefits	1,516.76	6,250	4,733.24	75.73
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		-14,680.00	-67,720	-53040.00	78.32
BUILDING DEPARTMENT Expense		12,941.24	67,720	54778.76	80.89
Total BUILDING DEPARTMENT		-1,738.76	0	1,738.76	0.00
Total General Operating Fund		-1,256,962.03	-12,399	1,244,563.03	-10037.61
Report Total		-1,256,962.03	-12,399	1,244,563.03	-10037.61

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Township of Horton COUNCIL / COMMITTEE REPORT

Title: 2021 RESERVE BALANCES	Date:	April 19, 2022
	Council/Committee:	Council
	Author:	Nathalie Moore, Treasurer
	Department:	General Government

RECOMMENDATIONS:

THAT Council accept this report as information.

BACKGROUND:

It is unreasonable to assume that the ratepayers can afford to contribute 100% of the monies required for 100% replacement of current assets but that a balance should be obtained. Finding that balance isn't easy nor are there clear guidelines for municipalities to follow when establishing the correct level of reserves. Annually at budget time Staff proposes amounts to be transferred to and/or from reserves, these reserve transfers allow departments to defer funds for future consideration without creating a future tax burden. The annual amounts contributed are in line with our 10-year forecasted reserve schedule.

Year-end is complete and transfers approved in 2021 taxation year have been accounted for. Below are the balances of the reserves as of December 31, 2021:

Working Funds	943,328.91		
GEN. GOVERNMENT		ENVIRONMENT	
Modernization Funds	198,150.14	Landfill Site	195,935.14
Office Equipment	60,133.49	Landfill site buildings	5,500.00
Safe Start - Covid	65,562.00		\$ 201,435.14
Insurance	20,000.00	RECREATION	
Building	23,194.00	Building - Comm H Hall	161,654.47
Election	19,633.68	Equipment	21,741.90
	\$ 386,673.31	Rec - Kitchen Equipment	6,617.93
			\$ 190,014.30
PROTECTION		PLANNING	
Emergency Management	20,581.17	Planning	\$ 13,801.32
Municipal Disaster	5,000.00	Unallocated	\$ 38,466.05
Fire	118,521.08		
Fire - Building	9,500.00	Totals	\$ 2,178,023.45
Building Inspection	8,401.27		
	\$ 162,003.52		
TRANSPORTATION			
Roads - Equipment	106,106.36		
Roads - Infrastructure	11,246.30		
Asset Management	14,230.88		
Buildings	102,091.00		
Winter Maintenance	3,060.00		
Roads - Line Painting	5,566.36		
	\$ 242,300.90		

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ALTERNATIVES:**FINANCIAL IMPLICATIONS:**

The amounts above do not include the contributions approved in the 2022 budget. Additional contributions of \$301,707 were approved as part of the budget process.

CONSULTATIONS: N/A

ATTACHMENTS: N/A

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



Township of Horton COUNCIL / COMMITTEE REPORT

Title: Integrity Commissioner 2021 Annual Report	Date: April 19 th , 2022
	Council/Committee: General Government/ Council
	Author: Hope Dillabough, CAO/Clerk
	Department: Administration

RECOMMENDATIONS:

THAT Council of the Township of Horton receive the Integrity Commissioner's 2021 Annual Report, as submitted.

BACKGROUND:

Section 223.3(1) of the Municipal Act, 2001, S.O. 2001, c. 25 requires that all municipalities shall have an Integrity Commissioner. In 2018, an RFP was issued and awarded in 2019 to Tony Fleming of Cunningham Swan with the appointment effective March 1st, 2019.

As part of Mr. Fleming's services, the Township receives an Annual Report providing the municipality information. This report also gets posted publicly on the Township's website.

There were no complaints received in 2021.

ALTERNATIVES: None

FINANCIAL IMPLICATIONS: None

ATTACHMENTS: 2021 Annual Report from Tony Fleming, Cunningham Swan

CONSULTATIONS: None

RETURN TO AGENDA

Tony E. Fleming
Direct Line: 613.546.8096
E-mail: tfleming@cswan.com

March 25, 2022

BY E-MAIL: hdillabough@hortontownship.ca

Council – Township of Horton
c/o Hope Dillabough, CAO/Clerk
2253 Johnston Road
Renfrew, Ontario
K7V 3Z8

Dear Members of Council:

**Re: Integrity Commissioner Services - Annual Report – 2021
Township of Horton
Our File No. 12530-0004**

In 2019, Tony Fleming of Cunningham Swan in Kingston, Ontario, was appointed as the Integrity Commissioner for the Township of Horton in accordance with section 223.3(1) of the *Municipal Act*, 2001, S.O. 2001, c. 25 (the “Act”).

Last year, in lieu of providing an annual report, we provided a letter to confirm that there had been no complaints under the Code of Conduct or applications for inquiry under the MCIA submitted to the Integrity Commissioner. We had also received no requests for advice from individual Members. This year, we will also provide this letter to confirm that there have been no complaints under the Code of Conduct or applications for inquiry under the MCIA submitted to the Integrity Commissioner. We have also received no requests for advice from individual Members.

We thank the Township of Horton for the opportunity to act as its Integrity Commissioner. We remind Members that the Integrity Commissioner is available to provide advice in accordance with the Act regarding a Member’s obligations under the Code of Conduct and

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the MCIA. We note that this service provides Members with the proactive ability to avoid potential complaints by requesting and acting on advice which may apply to the circumstances of the Member.

Members are held to the highest standards of office in their elected positions and we thank all of you for your continued attention to the ethical execution of your duties.

Please find enclosed a copy of the up-to-date Certificates of Insurance for the Township of Horton.

Yours truly,

Sincerely,

Cunningham, Swan, Carty, Little & Bonham LLP



Tony E. Fleming, C.S.
LSO Certified Specialist in Municipal Law
(Local Government / Land Use Planning)
Anthony Fleming Professional Corporation

TEF:mj
Enclosure



Township of Horton COUNCIL / COMMITTEE REPORT

Title: Award of RFP 2022-01 Green and Inclusive Community Buildings Program, Design and Application	Date:	April 19 th , 2022
	Council/Committee:	Council
	Author:	Adam Knapp, Public Works Manager
	Department:	Public Works

RECOMMENDATIONS:

THAT the Recreation Committee agree with Staff's recommendation to award PW 2022-01, Green and Inclusive Community Buildings Program, Design and Application, to JP2G Consultants Incorporated.

AND THAT this shall be brought forward to the next regularly scheduled Council meeting.

FURTHER THAT the Township shall only proceed with action items #1 and #2 at this time and upon completion of these items staff shall bring forward the preliminary feasibility report and RETScreen data to advise Council if proceeding with action items #3 and #4 is viable.

AND FURTHER THAT a total upset limit of \$24,594.45 including HST for action items 1 and 2 shall be allocated from the Recreation Reserve Fund.

BACKGROUND:

The Green and Inclusive Community Buildings (GICB) program aims to build more community buildings and improve existing ones – in particular in areas with populations experiencing higher needs – while also making the buildings more energy efficient, lower carbon, more resilient, and higher performing. This program will support green and accessible retrofits, repairs or upgrades of existing public community buildings and the construction of new publicly accessible community buildings that serve high-needs, underserved communities across Canada.

The RFP released includes the following action items necessary to increase the chances of procuring funding through the GICB.

Action Items #1 entails:

Review of the GICB minimum requirements and existing engineered drawings of the community center, rink change rooms and covered arena and prepare a preliminary feasibility report that verifies the project intent and scope meet the eligibility criteria and displays the potential to attain the minimum merit threshold.

Action item #2 entails:

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Audit all buildings energy profiles, and GHG emissions using the RETScreen® Expert software.

Action Items 3 and 4

To complete action item # 3 -Detailed Retrofit Design, the total upset amount for this item shall be \$50,821.75

To complete action item #4 – Application to the GICB grant for funding to complete the project the total upset amount for this item shall be \$3,028.40

Upon completion and review of action items #1 and #2 staff shall propose one of the following 2 options to Council.

Option #1 not proceed due to the project feasibility not meeting the merit thresholds that would indicate a high percentage chance of procuring funding.

Option #2 – proceed with action items #3 and #4 to procure funding to proceed with the project.

How will the application for retrofit funding be evaluated?

Continuous intake (Small and medium retrofits)

Retrofit projects with total eligible project costs between \$100,000 and \$2,999,999 will be evaluated on a continuous basis, with projects needing to meet or exceed a minimum point threshold to be granted funding. Assuming your project meets all mandatory eligibility criteria, these retrofit projects will be evaluated on the following criteria:

- Construction start date: Projects that begin sooner will receive a higher score.
- Located in and demonstrates the ability to serve one or more communities with high needs:
- Projects that provide greater benefits to high need communities will receive a higher score.
- Increased accessibility: Where applicable, projects that demonstrate an intention to exceed (rather than meet) the highest standards for accessibility will receive a higher score.
- GHG Reductions: Projects that demonstrate the ability to achieve greater GHG emission reductions relative to the buildings baseline will receive a higher score.
- Energy Savings: Projects that will achieve at least 25% in energy efficiency improvements compared to the building's baseline energy consumption, as calculated with the RETScreen® Expert software, will receive a higher score and are more likely to be selected for funding. In select cases, projects with lower energy efficiency improvements could be considered and selected for funding.
- Climate resiliency and best practices adoption: Projects that demonstrate strong climate resiliency considerations and measures will receive a higher score. Projects that provide reasonable and accurate detail for why climate resiliency is not relevant to their project will not be subject to this criterion and will be assessed relative to other project merits.

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- Confidence in delivery/risk: Projects that demonstrate strong risk assessment and mitigation measures will receive a higher score.

Eligible costs for the GICB Grant

- costs that are incurred between April 1, 2021, and March 31, 2026
- costs to build, renovate, expand, or improve fixed capital assets and community buildings;
- fees paid to professionals, technical personnel, consultants, and contractors specifically engaged for the purpose of the renovation, expansion or improvement work or new builds of eligible infrastructure, including planning and energy audit costs;
- costs of environmental assessments, monitoring and follow up activities as required by the Impact Assessment Act or equivalent legislation;
- costs associated with a public announcement and official ceremony or of required temporary or permanent signage that includes the cost of creation and posting of signage;
- costs for the purpose of Aboriginal consultation/engagement activities;
- other costs that are direct and necessary for the successful implementation of the project and that are approved in advance by Canada;
- salaries, wages, and other incremental costs (i.e. materials or equipment) of the recipient provided that:
 - the recipient confirms and substantiates that it is not economically feasible to tender a contract;
 - the costs are incurred and directly in respect to the work that would have been subject of the contract; and
 - costs are approved in advance and are included (in a contribution agreement).

The GICB program will provide funding up to the following limits, of total eligible project costs:

Total Eligible Project Cost	General program (up to % max from program)
Retrofits up to \$9,999,999	80%
Retrofits costs \$10,000,000 +	60%

The maximum amount allocated to any retrofit project under this program will be \$250,000 in grant funding and \$25 million in contribution funding.

How will the Township be reimbursed for eligible project costs?

Contributions

Eligible project costs can be reimbursed to the recipient if a contribution agreement is signed by INFC and the recipient, and once all application payment conditions have been met. Under a contribution agreement, costs must first be incurred by the recipient, and if deemed eligible, will then be reimbursed at the prescribed percentage of the federal contribution.

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Grants

Funding will be provided at the signature of the grant agreement between INFC and the recipient. Infrastructure Canada reserves the right to hold back a portion of grant funding to be released once all reporting conditions have been met.

ALTERNATIVES:

N/A at this time

FINANCIAL IMPLICATIONS:

Total upset commitment for action items 1 and 2 per this recommendation \$24,594.45 including HST.

If the Township proceeds with all action items a total upset limit of \$78,444.60 including HST.

ATTACHMENTS:

Unofficial Results

CONSULTATIONS:

Hope Dillabough CAO/Clerk

Prepared by: Adam Knapp, Public Works Manager

Reviewed by: Hope Dillabough, CAO/Clerk



The Corporation of the Township of Horton

RFP Opening Checklist

Description - GICB DESIGN AND APPLICATION

Deposit Required – NO

REQUEST FOR PROPOSAL - REC - 2022-01

Present for Opening: Adam Knapp (PW Manager) Councilor Humphries, Amanda Ryan (Receptionist)

Bidding Consultant or Individual	Was envelope sealed? YES/NO/NA	Envelope Addressed Properly YES/NO/NA	Total Amount of Bid \$	HST \$	Bid Accepted or Rejected
JP2G Consultants Inc	YES	YES	\$78,440.60	\$9,024.60	Accepted
			\$	\$	
			\$	\$	
			\$	\$	
			\$	\$	
			\$	\$	
			\$	\$	



Township of Horton COUNCIL / COMMITTEE REPORT

Title: TES Committee Chair's Report – April 6, 2022	Date: April 19, 2022
	Council/Committee: Council
	Author: Nikky Dubeau, Executive Assistant
	Department: TES

RECOMMENDATIONS:

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

BACKGROUND:

Treated Winter Sand

Pierre Rozon, area sales representative for Denchem, Da-lee Group was present and reviewed the product details and benefits for the municipality's use.

Moved by Rick Lester

Seconded by Murray Humphries

THAT the TES Committee recommend to Council to procure Protek WTS solution from Denchem to treat the Townships winter sand supply in 2023;

AND THAT the procurement of Protek WTS solution in 2023 be a test study to gauge the viability of the solutions cost saving benefits;

AND THAT the TES committee accept this report as supporting documentation for the potential costs savings by using pretreated and accurately mixed winter sand;

AND FURTHER THAT funding for the this be included in the 2023 Operating Budget.
Carried

Joint RFP to Develop a Transportation Master Plan

Moved by Tyler Anderson

Seconded by Rick Lester

THAT the TES Committee recommend to Council that the Township of Horton enter into a joint Request for Proposal (RFP) for Professional Services for the development of a Transportation Master Plan within the Township of Horton that shall coincide with the County of Renfrew's Transportation Master Plan;

AND FURTHER that the funding for the request for proposal shall be determined upon award of the services and the upset cost is fully disclosed.

Carried

RETURN TO AGENDA

Boundary Road Agreement – McNab/Braeside Township

Moved by Murray Humphries

Seconded by Rick Lester

THAT the TES Committee recommend to Council that the Township of Horton enter into an agreement with the Township of McNab/Braeside regulating the maintenance and repair of the boundary highways as displayed in Schedule A, Schedule B and Schedule C over which they have joint jurisdiction in accordance with the Municipal Act, 2001, (S.O. 2001, C.25) Section 29 Boundary Lines, as amended.

Carried

Boundary Road Agreement – Greater Madawaska Township

Moved by Tyler Anderson

Seconded by Murray Humphries

THAT the TES Committee recommend to Council that the Township of Horton enter into an agreement with the Township of Greater Madawaska regulating the maintenance and repair of the boundary highways as displayed in Schedule A, Schedule B and Schedule C over which they have joint jurisdiction in accordance with the Municipal Act, 2001, (S.O. 2001, C.25) Section 29 Boundary Lines, as amended.

Carried

Boundary Road Agreement – Town of Renfrew

Moved by Rick Lester

Seconded by Tyler Anderson

THAT the TES Committee recommend to Council that the Township of Horton enter into an agreement with the Town of Renfrew regulating the maintenance and repair of the boundary highways as displayed in Schedule A, Schedule B and Schedule C over which they have joint jurisdiction in accordance with the Municipal Act, 2001, (S.O. 2001, C.25) Section 29 Boundary Lines, as amended.

Carried

Boundary Road Agreement – Whitewater Region Township

Moved by Rick Lester

Seconded by Tyler Anderson

THAT the TES Committee recommend to Council that the Township of Horton enter into an agreement with the Township of Whitewater Region regulating the maintenance and repair of the boundary highways as displayed in Schedule A, Schedule B and Schedule C over which they have joint jurisdiction in accordance with the Municipal Act, 2001, (S.O. 2001, C.25) Section 29 Boundary Lines, as amended.

Councillor Cleroux declared pecuniary interest and did not vote.

Carried

New/Other News

Public Works Manager Adam Knapp reviewed the new collection calendar and the ICI collection that was done in the past and what was set out in the new tender. He stated

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that the Township was losing money for collecting dumpsters at no additional costs. Mayor Bennett stated that past Mayors and Councillors passed collection for dumpsters for a reason and the paperwork or agreement must be somewhere. He added that he will do additional research and bring back to the next meeting to keep collection for ICI.

ALTERNATIVES: N/A

FINANCIAL IMPLICATIONS: N/A

CONSULTATIONS: N/A

Prepared by: Nikky Dubeau, Executive Assistant
Reviewed by: Hope Dillabough, CAO/Clerk
Reviewed by: Adam Knapp, Public Works Manager



Township of Horton COUNCIL / COMMITTEE REPORT

Title: Award of Tender 2022-04 Supply and Haul of Granular M Eady Road Phase 2	Date:	April 19th, 2022
	Council/Committee:	Council
	Author:	Adam Knapp, Public Works Manager
	Department:	Public Works

RECOMMENDATIONS:

THAT Council agree with staff recommendation to award PW 2022-04, Supply and Haul of Granular M to B.R Fulton Construction for the total amount of \$37,374.75 including HST.

BACKGROUND:

The Tender opening took place on April 7th shortly after 1:15 pm. 4 Submissions were received with one submission being rejected at the opening for the submission envelope not being sealed or addressed properly.

The middle section of Eady Road shall receive further rehabilitation in 2022 as sufficient funding was not available to complete all necessary improvements in 2021.

The works shall include the removal of 2 cross culverts near 1400 Eady Road. Currently there is a 500mm and an 800mm CSP, the 800mm is being used as an overflow for spring melt. These culverts shall be replaced with a 1000mm corrugated steel pipe in place of the 2 existing culverts, this will increase the flow rate capacity by 13,507 gallons per minute compared to the existing capacity. The road platform over the cross culvert will then be realigned to reduce the sharpness of the curve and profile the ditch slope to between a 2:1 or 3:1 slope improving the safety of the roadway and eliminating the need for guide rails. All granular(s)S required for the culvert replacement shall be funded through operating gravel funds and any excess soils shall be utilized to further widen and stabilize the platform across the swamp section near 1682 Eady Road.

The final step will be to cap the remainder of the roadway with Granular "M" from Castleford Road heading North as necessary and shall be funded through the yearly granular haul and supply funding sources.

ALTERNATIVES:

N/A

FINANCIAL IMPLICATIONS:

\$37,374.75 including HST, funded from the approved operating budget for 2022


ATTACHMENTS:

Unofficial Results

CONSULTATIONS:


Hope Dillabough CAO/Clerk

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Author: 
signature

Other: _____
signature

Treasurer: _____
signature

C.A.O. 
signature



The Corporation of the Township of Horton

Opening Checklist

Description –Supply and Haul of Granular “M”

Deposit Required – Yes 10% of the total

Tender - PW 2022-04

Present for Opening: Adam Knapp (P.W. Manager), Councilor Humphries, Amanda Ryan (Receptionist), Kent O’Brien (Hand H)

Bidding Company	Was envelope sealed? YES/NO	Envelope Addressed Properly YES/NO	Was the Deposit supplied? YES/NO	Deposit Amount	HST \$	TOTAL \$	Proposal Accepted or Rejected
BR Fulton Construction	Yes	Yes	Yes	3,800.00	4,299.75	37,374.75	ACCEPTED
Bonnechere Excavating	Yes	Yes	Yes	4,500.00	4,354.35	37,849.35	ACCEPTED
H & H Construction	Yes	Yes	Yes	4,000.00	4,518.15	39,273.15	ACCEPTED
McGrimmon Corp.	NO	NO					REJECTED

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THE CORPORATION OF THE TOWNSHIP OF HORTON

Memo from the CAO/Clerk as of April 14, 2022.

INFORMATION provided **NOT** included in the Regular Council meeting package of April 19, 2022.

INFORMATION EMAILED

1. 2022 Champion of Diversity Award – Call for Nominations
2. James Bartleman Indigenous Youth Creative Writing Award
3. AMO 2022 Conference Launch
4. AMO Lead Where You Live
5. AMO Policy Update
6. Budget 2022 Recognizes Municipalities as an Essential Partner
7. Lincoln M. Alexander Award – Call for Nominations
8. Local Immigration Partnership – Newcomers Website Portal
9. OMAFRA Update
10. Ottawa Valley Business News – April 5
11. Calendars

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From: Ontario Volunteer Service Awards (MHSTCI) <OntarioVolunteerServiceAwards@ontario.ca>
Sent: Tuesday, April 5, 2022 11:09 AM
To: Hope Dillabough <hdillabough@hortontownship.ca>
Subject: Nominations for the 2022 Ontario Senior of the Year Award / Mises en candidature pour le Prix de la personne âgée de l'année de l'Ontario 2022

(Un message en français suivra)

Dear Mayor, Reeve and Members of Council:

I am writing to invite you to submit a nomination for the 2022 [Senior of the Year Award](#).

Ontario's seniors have worked hard to help build this great province that we all enjoy today. This award gives each municipality the opportunity to honour one of their outstanding local seniors for the contributions they've made to enrich the social, cultural, and civic life of their community.

The deadline for nominations is April 30, 2022. For more information on how to submit a nomination online, please visit the [Senior of the Year](#) webpage. Once you submit a nomination, a personalized certificate with your nominee's name will be sent to you. I encourage you to present it to your nominee in June in conjunction with Seniors Month.

The Ontario government is delighted to celebrate Seniors Month with municipalities across the province. Seniors have generously given their time, knowledge and expertise to make this province the best place in this country to live and work. It is important that we take the time to celebrate our older population and their valuable contributions.

This year's theme for Seniors Month is Stay Active, Connected, and Safe. To help promote Seniors Month in your community, please visit the Seniors Month webpage: [Celebrating seniors in Ontario](#) for more information.

If you have any questions about the upcoming 2022 Senior of the Year Award, please contact the Volunteer Recognition Unit at OntarioVolunteerServiceAwards@ontario.ca.

Thank you in advance for your support of local seniors and Seniors Month.

Sincerely,

[Original signed by](#)

Raymond Cho
Minister for Seniors and Accessibility

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THE CORPORATION OF THE TOWNSHIP OF HORTON

BY-LAW NUMBER 2022-22

BEING A BY-LAW TO AUTHORIZE VOTE-BY-MAIL FOR THE 2018 MUNICIPAL ELECTION AND THE ENTERING INTO OF AN AGREEMENT WITH DATA FIX TO PROVIDE VOTE BY MAIL SERVICES.

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

AND WHEREAS the Council of The Corporation of the Township of Horton deems it appropriate and in the public interest to conduct the 2022 Municipal Election using a vote-by-mail method;

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

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

1. The alternative voting method of "Vote by Mail" is hereby authorized for the Municipal Election to be held in 2022.
2. The CAO/Clerk is hereby authorized to sign the necessary agreement with Data Fix to provide Vote by Mail services and attached as Appendix 'A'.
3. This By-Law shall take effect on the date of final passing thereof.
4. By-law 2017-25 shall be rescinded in its entirety.

READ a first and second time this 19th day of April, 2022.

READ a third time and passed this 19th day April, 2022.

MAYOR David M. Bennett

CAO/CLERK Hope Dillabough

ELECTION MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT (the “Agreement”) made in duplicate, is entered into as of, and is effective as of the 4th day of April 2022 (the “Effective Date”)

BETWEEN:

COMPRINT SYSTEMS INCORPORATED (doing business as “DataFix”)
an Ontario corporation with its registered office at
40 University Avenue, Suite 1010, Toronto, Ontario M5J 1T1

(hereinafter called “DataFix”)

AND:

Township of Horton
2253 Johnston Road,
Renfrew, Ontario K7V 3Z8

(hereinafter called “Client”)

The Client requires an Election Management System (EMS) and Vote by Mail Fulfillment services as described herein to conduct its municipal election, and desires to engage DataFix to provide said services.

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

The System Requirements and Compatibility of VoterView are described below:

- a) web-based;
- b) support the management of Data throughout the election cycle from receipt of Data to the end of the election;
- c) Graphical User Interface (GUI);
- d) role-based for the purposes of user permission architecture;
- e) user-friendly and intuitive;
- f) passwords are one-way encrypted;
- g) web pages are secured using Transport Layer Security (TLS) 1.2 or higher encryption;
- h) optional two-factor authentication using YubiKey hardware devices and the Google Authenticator app.

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

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

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

1.0 DEFINITIONS

1.1 In this Agreement:

“Additional Services” means the Services not included in the contract price, and where additional fees are applicable;

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

“Business Day” means every day except for Saturdays, Sundays, and statutory holidays in the Province of Ontario;

“Change Order Request” means a written notice from the Client to DataFix to add certain requirements/services which are outside of the scope of the Agreement and to which additional fees are applicable

“Client Users” means designated persons within the Client’s organization who Client has authorized to use the Application;

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

- a) Any information concerning this Agreement or any municipal election for which the Services and the Application are provided hereunder;
- b) Any information concerning the affairs, operations, processes, know-how, suppliers, plans or intentions of the disclosing Party or of any member of a Party’s group, including, without limitation, any information which is not generally known to the public, or which has been specifically identified as confidential or proprietary by the disclosing Party;
- c) Any information that would be included within the definition of personal information as set out in MFIPPA, or similar legislation; and

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d) Data;

Notwithstanding the foregoing, Confidential Information shall not include:

- i. information not obtained from the Client, which is in, or becomes part of, the public domain, not due to DataFix's breach of this Agreement or DataFix's actions;
- ii. information which was previously in DataFix's possession and did not originate from the Client;
- iii. information which lawfully becomes available to DataFix from a third party not under an obligation of confidence to the Client regarding such information;

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

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

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

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

- a) a list of names and addresses of eligible voters for an Election or By-Election prepared under the Municipal Elections Act (MEA) and provided by the provincial authority to carry out a municipal election; and
- b) any Client supplied data including without limitation data inputted by the Client respecting candidate information, election worker information, voter registration, ward, and polls information, and voting locations;

"Effective Date" means the date written above;

"Election Day" means Monday, October 24, 2022;

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

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

- i) patent law;

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- ii) copyright law (including moral rights);
- iii) trade-mark law;
- iv) design patent or industrial design law;
- v) semi-conductor chip or mask work or integrated circuit topography law; or
- vi) any other statutory provision or common law principle applicable to this Agreement, including trade secret law,

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

“Parties” means, collectively, the Client and DataFix and **“Party”** means one of them or any of them, as the context requires;

“Personal Information” means all of the information provided by the provincial authority and stored in VoterView with respect to the determination of eligible electors, including their names, property and mailing addresses, the Data, the elector list of the Client as it is compiled from time to time during the Term of the Agreement, the names and other personal information of all who are designated as Users, and all related files and records stored on any equipment used by DataFix;

“Services” means all the Services to be provided by DataFix to the Client under this Agreement, and includes privacy and security requirements in relation to the provision of such services;

“Term” has the meaning ascribed under section 12.1;

“Third Party Print File Preparation Fee” means any customization required to DataFix’s standard file layout to create customized printable data files for use by a third-party printing company;

“Training” means services to provide training on functions and features of VoterView through DataFix’s on-line webinar facilities, all training guides and any other documentation or material pertaining to the functions and features of VoterView;

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

“Training Support” means services provided from time to time such as being available to answer questions and hold GoToMeetings as needed to answer training-related questions;

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

“Vote By Mail” is a method of voting that allows eligible electors to receive a voting kit by mail and return their completed ballot to the Client;

“Vote by Mail Kit” means the package mailed to the elector and contains a Voter Declaration/Instruction letter, a composite ballot, a ballot secrecy envelope, and a prepaid return envelope;

“VoterView” has the meaning ascribed to it under, Application on page 1 of this Agreement;

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

2.0 PROVISION OF SERVICES, LICENSE AND AUTHORIZED USES

- 2.1 DataFix agrees to perform the Services and its other obligations in accordance with the terms of this Agreement and all applicable laws (including, without limitation, the provisions of the Municipal Freedom of Information and Protection of Privacy Act R.S.O. 1990, c. M.56 (MFIPPA) and similar legislation in other Canadian jurisdictions and all other applicable privacy and personal information laws).
- 2.2 DataFix will at all times maintain care, skill, and diligence in performing its obligations under this Agreement.
- 2.3 DataFix represents to the Client that VoterView complies with all applicable requirements for provincial and municipal election laws at the time of delivery.
- 2.4 Subject to DataFix’s payments from Client being received in accordance with section 14 of this Agreement, DataFix grants to Client and Client Users a limited, non-exclusive, non-transferable, royalty-free (except for fees provided for in this Agreement), license (other than a right to sublicense) to use VoterView, any documentation provided therewith and any upgrades, modifications, updates, and additions thereto (the “DataFix Materials”) in the manner contemplated in this Agreement.
- 2.5 The Client will have full control for creating and issuing usernames and passwords for Client Users.

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3.0 USER MANAGEMENT AND APPLICATION CONFIGURATION

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

3.2 The Client's Administrator is fully responsible for:

- a) configuring the Application through the Administration Tab in VoterView;
- b) adding Users and creating User Groups as needed;
- c) deleting users;
- d) identifying authorized contacts: primary, secondary, and alternate for the electoral event;
- e) updating email addresses and telephone numbers; and
- f) keeping all information in User Management current to ensure authorized Users receive email communication.

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

4.0 DATA

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

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

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

5.0 DATA SECURITY AND PRIVACY

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

- 5.2 DataFix shall comply with all the confidentiality, security and privacy requirements set out in this Agreement, and any additional Security and Privacy Requirements with respect to the Data that have been provided to DataFix, by the Client, in writing. To the extent DataFix possesses any Data in any form, medium or device during the Term of this Agreement or after the expiration of the Term, the foregoing obligations shall survive and continue to be in legal effect.
- 5.3 DataFix shall ensure that its employees and contractors are aware of their obligations regarding data security and privacy under this Section 5.0. DataFix shall limit access to Personal Information to its authorized representatives who have a clear need to know in order to provide the Services. DataFix shall ensure that such representatives have agreed to protect the confidentiality and security of the Personal Information to at least the extent provided by this Agreement and DataFix shall properly advise such representatives of the requirements under this Agreement.
- 5.4 DataFix will protect the security and confidentiality of the Personal Information to at least the same standard as DataFix protects its own most sensitive Confidential Information and, in any event, to at least the standard required by applicable Laws.
- 5.5 If either Party becomes aware of or reasonably suspects that there has been any unauthorized or improper access to, use or disclosure of any of the Personal Information (a "Security Incident"), such Party will notify the other Party forthwith and, take all reasonable steps to mitigate the Security Incident.
- 5.6 Without limiting any other provision in this Agreement regarding the security of information, DataFix shall have in place reasonable policies, procedures, and safeguards to protect the confidentiality and security of the Personal Information. DataFix shall ensure the physical security of the Personal Information by making all reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure, disposal, loss, or modification.

6.0 CONFIDENTIALITY

- 6.1 Each Party may use the Confidential Information of the other Party only in the performance of this Agreement, and for no other purpose. Each Party may disclose Confidential Information of the other Party (the "Disclosing Party") to its affiliates, and to its and its affiliates' directors, officers, employees, technical personnel, advisors, consultants, service providers, agents, attorneys, reinsurers, and accountants (collectively, "Representatives") as necessary to carry out this Agreement. Each Party agrees that it will disclose such information only to those of its Representatives with a need to know such information for the purposes described herein and each Party agrees to inform its Representatives of the confidential nature of the Confidential Information, to cause such Representatives to observe the terms of this Agreement, and to be responsible for breach of the obligations

by such Representatives. For the avoidance of doubt, Representatives of each Party who do not receive or have access to any Confidential Information hereunder will not be bound by or subject to the terms of this Agreement. In addition, neither Party hereto will send nor make available any Confidential Information to a third party not described under this Agreement without first obtaining prior written approval from the other Party.

- 6.2 Any Party that is legally requested or required to disclose any of the Confidential Information of the Disclosing Party, whether in connection with a judicial, administrative or regulatory proceeding in which it or a partner, officer, director, employee or affiliate is involved or as requested or required by regulatory authority or otherwise by law, will provide the Disclosing Party with prompt notice prior to disclosing any Confidential Information, unless such notice is prohibited by law or the rules governing the process requiring such disclosure and prior notice will be required only if reasonably practicable, so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, the other Party will furnish only that portion of the Confidential Information of the Disclosing Party that it is advised by legal counsel is legally required to be disclosed and will exercise its commercially reasonable efforts to obtain reliable assurance, that confidential treatment will be accorded the Confidential Information of the Disclosing Party. Notwithstanding anything to the contrary in this Agreement, in no event shall this Agreement require receiving party to act in contravention of any legal process, regulatory proceeding or from complying with any law or regulation.
- 6.3 Upon termination of this Agreement for any reason, DataFix and Client will each, at its option, promptly destroy or return to the other, upon any written request, any and all Confidential Information relating to the other Party in their possession, or in the possession of any of their affiliates, including any copies, reproductions, summaries, analyses or extracts thereof, whether in written or electronic media; provided, however, that neither Party shall be obligated to return or destroy any such information that may be contained in its electronic back-up systems, and each Party may retain copies of the other's Confidential Information, subject to the confidentiality terms of this Agreement, in accordance with its corporate record retention practices, for legal or regulatory purposes. An officer of the receiving party destroying or returning such Confidential Information shall certify to the Disclosing Party that such return or destruction has taken place, and that all Confidential Information disclosed by Disclosing Party has been so destroyed or returned. Notwithstanding anything in this Section 6.3, certain incidental Confidential Information or information derivative of it that is generated by the DataFix system in the course of performing the Services and that is too embedded within DataFix's data files to be readily extracted under this Section may be retained indefinitely by DataFix provided that DataFix uses that information solely for the internal purpose of operating its systems and generating data analytics for internal use, and provided that DataFix continues to treat

such Confidential Information in accordance with the confidentiality provisions of this Agreement.

- 6.4 Subject only to the express provisions of this Agreement, as between the Parties each Party is and will be the exclusive owner of all Confidential Information of said Party and all Intellectual Property Rights therein. Client agrees that as between the Parties, DataFix owns all Intellectual Property Rights that form part of the Services including, without limitation, VoterView and any DataFix branding used in relation thereto. DataFix agrees that as between the Parties, Client owns all Intellectual Property Rights that form part of a Client Data. This Agreement is not a contract of work for hire for the development of intellectual property, and any updates, modifications, upgrades, or revisions that DataFix makes to the Service, VoterView or any of its technology or other information systems shall, as between the Parties, be the property of DataFix.
- 6.5 The confidentiality obligations set out in this Section 6.0 are in addition to DataFix's obligation to comply with the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA), R.S.O. 1990, c. M.56, all other applicable privacy and personal information laws and any other security and privacy obligations set out in this Agreement.
- 6.6 DataFix will not use or reproduce Confidential Information from Client other than as reasonably required for the performance of the Services under this Agreement. DataFix will not, without the prior written consent of the Client given on such terms and conditions as it prescribes in its sole discretion, disclose or allow access to the Client Confidential Information to any person, except to only those of its own employees who have a need to know such information solely for the provision of the Services, and who have been advised of its confidential nature and have agreed to be bound by the confidentiality and restricted use provisions in this section. DataFix will take all reasonable precautions against the Confidential Information being used by or disclosed to any unauthorized person.
- 6.7 This Section 6.0 shall survive the expiration or earlier termination of this Agreement.

7.0 HOSTING

- 7.1 DataFix uses a hybrid solution for the hosting of the Application that consists of a mix of DataFix colocation hosting environments and Azure cloud-based hosting services. All datacenters are located within Canada and at no time will any Data be stored outside of Canada.
- 7.2 All data that flows in and out of the hosting locations and all data at rest is strongly encrypted and otherwise protected against access by, or disclosure to, any non-authorized party.

- 7.3 A disaster recovery (DR) site containing a regularly updated copy of the Data will be maintained by DataFix. The DR site can be quickly activated and is fully capable of scaling to meet high demand. Data backups will be tested on a regular basis to ensure that all aspects of the disaster recovery plan are operational. Data backups will be performed by DataFix no less frequently than every sixty (60) minutes.
- 7.4 DataFix will ensure that the data center and servers containing the Data meets the following physical and electronic security requirements:
- a) single point of entry;
 - b) main access monitored with additional access for emergency purposes only;
 - c) access validation with identity check;
 - d) access only to persons on DataFix approved access list;
 - e) log-in validation;
 - f) creation of accounts only as verified by DataFix;
 - g) access to servers via encrypted means; and
 - h) servers running behind secure firewalls.

8.0 WARRANTIES

- 8.1 DataFix represents and warrants the following which shall remain true and accurate until the expiration or effective termination of this Agreement:
- a) DataFix shall take all reasonable steps to ensure all computer and telecommunications hardware and software are operational 24 hours a day, 7 days a week;
 - b) DataFix has full right, power, and authority to enter into this Agreement and to perform its obligations under it;
 - c) DataFix is not under any obligation, contractual or otherwise, to request or obtain the consent of any person in order to enter into this Agreement and to perform DataFix's obligations under it;
 - d) DataFix is a corporation, duly organized, legally existing, in good standing and has not been dissolved under the laws of the Province of Ontario;
 - e) DataFix has the necessary corporate power to own its properties and assets and to carry on its business as it is now being conducted and to enter into this Agreement;
 - f) DataFix is not a party to, or bound by any indenture, agreement (written or oral), instrument, license, permit or understanding or other obligation or restriction under the terms of which the execution, delivery or performance of this Agreement will constitute or result in a violation or breach or default.

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

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

9.0 OWNERSHIP OF INFORMATION

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

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

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

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

10.0 TRAINING AND SUPPORT

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

- a) a training environment;
- b) training on all the Application functions and features through the on-line Webinar facilities;
- c) on-line help facilities;
- d) user guides and other training documents pertaining to the use of the Application, posted in the Forms/Document Library);
- e) webinars;
- f) web collaboration for screen interaction and telephone for voice communication;

- g) online and video-based demo;
 - h) training and support from time to time during the term of this Agreement (i.e., be available to answer questions via email and telephone; and
 - i) GoToMeetings as needed
- 10.2 Customized Onsite Training: DataFix can provide customized on-site training at a rate of \$2,000.00 per day plus applicable taxes.
- 10.3 Support: As part of the Contract Price in this Agreement, DataFix shall provide the following support services to the Client, where issues can be resolved usually within 24 hours.
- a) E-Mail Support shall comprise of e-mail access and response:
E-Mail link to DataFix support team at support@voterview.ca
 - b) Telephone Support: Toll-Free (866) 334-3824 or (416) 363-8170 ext. 249.
 - c) DataFix's normal business hours are from 8:00 AM to 5:00 PM (local time), Monday to Friday, excluding statutory holidays. DataFix will provide support outside its normal business hours during advance poll dates and Election Day.
 - d) During the critical election period, which includes advance voting dates and Election Day itself, the guaranteed response time will be 15 minutes from receipt of the request by telephone, voicemail, or email.
 - e) DataFix will provide advice and support prior to the advance voting period, with the guaranteed response time of no longer than 60 minutes from receipt of the request by telephone, voicemail, or email.

11.0 ADDITIONAL SERVICES AND CHANGE ORDER REQUEST

- 11.1 The Client acknowledges that DataFix may have other services available for use by the Client that are not set out in this Agreement and are not included in the Contract Price. These additional services are listed in Schedule "A" attached to this Agreement. The parties agree that the request, provision, and responsibility for payment of any such additional services that may be delivered by DataFix to the Client shall be authorized only by way of submitting a written Change Order Request. A sample is attached to this Agreement as Schedule "B".
- 11.2 No oral agreements between persons will be binding on either DataFix or the Client unless and until a Change Order Request has been approved, and until such approval has been received, each Party will continue to perform its obligations under the Agreement as if the change had never been proposed.

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

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

12.0 TERM OF AGREEMENT

12.1 The term of this Agreement will commence on the date first written above and will come to an end on December 31, 2022.

12.2 Subsequent Agreement/Early Renewal Option. Notwithstanding Section 12.1, in the first quarter of 2023, DataFix, will provide the Client the option to enter into a new Agreement which will provide continuity of List Management services between this agreement and a new agreement. The Client will continue to have full access to VoterView until such time when the early renewal option offer is declined. At such time, all the data in VoterView will be permanently deleted.

13.0 DATA DESTRUCTION

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

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

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

14.0 FEE AND PAYMENT TERMS

14.1 In consideration for the Services and other obligation to be performed by DataFix under this Agreement, the Client will pay DataFix a fee of **\$12,265** plus applicable taxes (collectively, the "Contract Price").

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

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14.2 The Contract Price includes the following:

- | | |
|--|----------------|
| a) VoterView List Management | \$4,900 |
| b) Activation set-up fee | \$750 |
| c) Vote by Mail Fulfillment 2,700 kits
estimated @ \$2.45 per kit | \$6,615 |

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

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

- a) Where fees are quoted net of tax, any taxes applicable to the provision of such Services shall be added and the Client agrees to pay all sums when due and payable, including applicable taxes.
- b) The Contract Price due and payable to DataFix pursuant to section 14.1 follows, and DataFix will send an invoice to the Client per the payment schedule below:
- d) Payment 1 **\$8,650** plus applicable tax within 20 days of receipt of a signed Agreement
- e) Payment 2 All of the remaining balance (**estimated \$3,615**) plus applicable tax in October 2022
- f) The final invoice will reflect the actual number of kits mailed and fees may be adjusted if significantly less than the estimated number of kits are mailed.

14.4 NO LATE PAYMENT

- a) Payment term is net 30 days from date of DataFix invoice. Late payment is a default by the Client under this Agreement.
- b) Any fee or portion thereof not paid on the date on which it is payable shall bear interest after the due date at the interest rate of 1.5%, calculated and payable monthly, not in advance, both before and after default, with interest on overdue interest at the aforesaid rate.

15.0 VOTE BY MAIL FULFILLMENT

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

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

- a) Outer Envelope – 24 lb. white wove 4 1/8 x 9 1/2 with double window printed black
- b) Return Envelope (Business Reply) – 24 lb. Canary (yellow) 4" x 9" with double window printed black
- c) Secrecy envelope – 24 lb. white wove 3.75" x 8.75" non-window printed black
- d) Composite 8.5" x 11" ballot
- e) Voter Declaration/Instruction letter – 8.5" x 11" with horizontal perforation

16.0 CLIENT RESPONSIBILITY

16.1 To guarantee that mail items are processed and deposited with Canada Post to meet the in-house delivery dates, a number of items are required by DataFix to prepare the voter kits. All of these requirements along with cut-off dates will be posted on the VoterView Application Home page. To ensure a smooth transition it is imperative that these dates are respected.

It is the Client's obligation to provide all the postal requirements outlined below, those detailed in the VbM Checklist as well as meet the cut-off dates posted in the VoterView Application Home page. Requests received after the cut-off dates may be subject to additional processing fees.

16.2 Artwork for Postal Indicia/Canada Post Customer Number

The Client will be responsible for providing to DataFix, the following Canada Post items to create the Voter kits:

- a) Business Reply Permit: A Canada Post approved artwork and permit number for use on the yellow Election Return Envelope
- b) Standard Lettermail Customer Number and Agreement Number for mailing the Voter kits

Note: The Client will be invoiced directly by Canada Post for all postage usage, i.e., outgoing and the return of business reply mail items.

16.3 Camera Ready Artwork

The Client is responsible for providing DataFix with the required Camera-Ready Artwork of its municipal logo as well as the return address to be displayed on the voter kit. All Artwork must be provided electronically and must meet the required specifications.

16.4 Blank Kits Request

Requests for blank kits and appropriate volumes must be provided to DataFix by the specified due date. Requests received after the cut-off dates may be delayed since priority will be given to the processing of the outgoing mail kits.

16.5 Mail Drop Date Selection

Request for mail drop dates and cut-offs will be posted in the VoterView application. Mail drop date selection will be granted on a first come first served basis. Requests received after the cut-off date will be assigned the next available print window.

Note: DataFix will ensure that all mail items are deposited with Canada Post to meet the in-house delivery dates.

17.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

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

17.2 Except for Section 5 (data breach) and Section 6 (confidentiality), in all other instances, neither party shall be liable for any loss of profits, loss of business, or any other indirect, incidental, punitive, special, or consequential loss or damage whatsoever, howsoever arising, incurred by the other party or any third party, whether in an action in the contract, negligence, or other tort, even if the parties or their representatives have been advised of the possibility of such damages.

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

18.0 TERMINATION

18.1 The Client may terminate this Agreement, without penalty but upon written notice to DataFix, where the Provincial Government changes the Client's governance structure such that the Client will not be conducting its municipal election. For greater clarity, the annual fee paid to DataFix in the year of termination is non-refundable, for any reason.

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

18.3 The Client may terminate this Agreement immediately if DataFix:

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- a) ceases or threatens to cease to carry on business, or takes or threatens to take any action to liquidate its assets, or stops making payments in the usual course of business;
- b) makes or purports to make a general assignment for the benefit of creditors;
- c) shall institute any proceeding under any statute or otherwise relating to insolvency or bankruptcy or should any proceeding under any such statute or otherwise be instituted against DataFix.

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

19.0 GENERAL

19.1 Governing Law. The Parties agree that, at all times, this Agreement is governed by and construed in accordance with the laws of the Province of Ontario, Canada, and the federal laws of Canada applicable therein. Each Party represents and warrants to the other Party that, as of the Effective Date, it has full power and authority to enter into and provide the Services set out in this Agreement.

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

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


- 19.4 No Third-party Beneficiaries. The Parties are the only Parties to this Agreement and no other person has any rights or obligations under it.
- 19.5 Severability. If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, portions of such provision, or such provision in its entirety, to the extent necessary, shall be severed from this Agreement, and such court will replace the original provision with a valid and enforceable provision that will achieve, to the extent possible, the same purposes of the original provision. The balance of this Agreement shall be enforceable in accordance with its terms.
- 19.6 Remedies Cumulative. Unless otherwise expressly stated herein, the rights and remedies of the Parties hereunder are cumulative and are in addition to, and not in substitution for, any other rights and remedies available at law or in equity or otherwise. No single or partial exercise by a Party of any right or remedy precludes or otherwise affects the exercise of any other right or remedy to which that Party may be entitled.
- 19.7 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and cancels and supersedes any other understandings and agreements between the Parties with respect thereto, whether written or oral, and whether made prior to or during the Term. There are no representations, warranties, terms, conditions, undertakings, or collateral agreements, express, implied, or statutory, between the Parties other than as expressly set out in this Agreement.
- 19.8 Consent to Injunctive Relief. Each Party acknowledges that its failure to comply with the provisions of this Agreement relating to Confidential Information, intellectual property and non-solicitation may cause irreparable harm to the other Party which cannot be adequately compensated for in damages, and accordingly acknowledges that the other Party will be entitled to claim, in addition to any other remedies available to it, interlocutory and permanent injunctive relief to restrain any anticipated, present or continuing breach of such provisions. Nothing in this Section will be construed to limit the right of a Party to obtain injunctive relief in any other circumstance in which it may be otherwise entitled to such relief.
- 19.9 Time for Performance. When a Party has a right to performance by the other Party or right to terminate this Agreement as of a particular date, that right may be enforced or exercised notwithstanding any principles of equity, and the Party will be entitled to that performance or to terminate this Agreement on or after such date.
- 19.10 Currency. Except where otherwise expressly provided, all references to currency herein are to the lawful money of Canada.

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

COMPRINT SYSTEMS INCORPORATED (doing business as DataFix):

By: _____ Signature	Hortense L. Harvey _____ Print Name
	National Director, Client Services _____ Print Title

TOWNSHIP OF HORTON:

By:  Signature	Hope Dillabough _____ Print Name
	CAO/Clerk _____ Print Title

SCHEDULE A - PROFESSIONAL SERVICES

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

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

These Services include, but are not limited to:

1. Customized onsite training
2. Customizations to any application including but not limited to: VoterView, additional Event Based Functionality: Election Worker Management/Worker Portal; Voting Place Management; Candidate Access Portal: Online Voter Services (OVS); Online Voter Registration
3. Custom data file preparation and processing
4. Custom print files/extracts: creating of custom print files or extract to be used by a third party
5. Bulk data processing/updates
6. Request to load additional data sources to VoterView (data not issued by the provincial authority)
7. Client's Alterations to Election Related Print Products: Alterations are defined as deletions, additions, or other revisions made by the Client to the content/structure of the document, resulting in the preparation of new proofs (*usually after final proof delivery*)
8. Setting up and support of mock elections
9. Mock Unofficial Election Results
10. Custom forms: creating a client specific version of any forms issued by the Ministry of Municipal Affairs, such as EL15, EL37, EL50, etcetera.
11. Significant changes to Voter Card or Voter Letter templates (when printed from VoterView)
12. OVS iFrame Modifications
13. New or modified API calls (OVS)
14. Dashboard Simulations
15. eVoting custom support through third party service providers

SCHEDULE B – CHANGE ORDER REQUEST FORM

CHANGE REQUEST IDENTIFICATION:

MUNICIPALITY NAME:

AND



Requestor Information

Requestor Name: _____ Title: _____

Phone Number: _____ E-mail: _____

Signature: _____ Date of Request: _____

Change Information

Priority Level (circle one): Low Moderate High

Desired Implementation Date: _____

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

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Schedule C - SERVICE LEVEL AGREEMENT

- a) The Application will always be normally available except when essential maintenance is required;
- b) During the Critical Election Period, essential maintenance will be performed during off-peak hours, to minimize any disruption to the Service;
- c) The availability of 99.9% per full calendar month (30 days) excluding scheduled maintenance or installations shall be deemed as fully compliant for the purpose of the VoterView service level commitment;
- d) Failures at the firewall or web server level will initiate automatic fail-overs within no more than ten seconds. If a switch is required to the fully functional backup site location the system will be available to all users within five minutes of the original interruption;
 - c) DataFix will monitor the Application's availability and safeguard against the Application hanging or loss of connectivity to the database;
 - d) DataFix will notify the Client forthwith of any server/application downtime. A live availability status page for VoterView is available at <http://status.voterview.ca>

I. DEFINITIONS

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

Business Hours – Business Days from 9 am to 5 pm local time.

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

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

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

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

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

II. SYSTEM REQUIREMENTS

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

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

III. SUPPORT SERVICES

Email

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

Telephone

The support team can also be reached via the elections support line. Live support is provided during business hours. In the event all support personnel are occupied, messages can be left, and those messages will automatically trigger a new support issue in the JIRA tracking system. All DataFix support personnel receive notifications as soon as new support requests are received by JIRA, where the assignment of the request is performed.

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After Hours Support

Issues during non-Business Hours will be routed and responded to immediately upon the next business day by the DataFix ticket owner.

Pager Duty:

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

IV. SERVICE LEVEL AGREEMENT

1. Services Availability

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

2 Maintenance

DataFix will:

- a. perform all Scheduled Maintenance during the Scheduled Maintenance Window.
- b. notify Client at least twenty-four (24) hours prior to any Scheduled Maintenance that may affect Services availability during the Scheduled Maintenance Window.
- c. use commercially reasonable efforts to notify Client as early as possible prior to any Emergency Maintenance, but in any case, at least within one (1) hour after such Emergency Maintenance has begun.

CORPORATION OF THE TOWNSHIP OF HORTON

BY-LAW NO. 2022-23

A BY-LAW TO CONFIRM PROCEEDINGS OF THE COUNCIL OF THE TOWNSHIP OF HORTON AT THE REGULAR COUNCIL MEETING HELD APRIL 19TH, 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 19th day of April, 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 19th day of April, 2022.

READ a third time and passed this 19th day of April, 2022.

MAYOR David M. Bennett

CAO/CLERK Hope Dillabough