

# THE CORPORATION OF THE TOWNSHIP OF HORTON

## BY-LAW NO. 2022-18

### BEING A BY-LAW TO AUTHORIZE THE CORPORATION OF THE TOWNSHIP OF HORTON TO ENTER INTO AN AGREEMENT WITH DAVID LAM TO PERMIT A TRAVEL TRAILER BEING USED AS A TEMPORARY RESIDENCE WHILE A NEW DWELLING IS BEING CONSTRUCTED

**WHEREAS** Section 10(1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended authorizes a municipality to provide any service or thing that the municipality considers necessary or desirable for the public;

**AND WHEREAS** The Council of the Township of Horton has reviewed the attached agreement and is of the opinion that the attached agreement is desirable.

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

1. **THAT** the Mayor and CAO/Clerk be, and are hereby authorized and directed to execute the attached agreement to this By-Law on behalf of the Corporation of the Township of Horton and to affix to it the corporate seal of the Corporation of the Township of Horton.
2. **THAT** this agreement attached hereto as 'Appendix 1' shall form a part of this By-Law.
3. **THAT** this By-law shall come into force and take effect upon the date of the final passing thereof.
4. **BE IT FURTHER ENACTED**, that all By-Laws or parts thereof, and all or any Resolutions of Council contrary thereto, or inconsistent herewith, be and the same are hereby repealed.

READ a first and second time this 5<sup>th</sup> day of April, 2022.

READ a third time and passed this 5<sup>th</sup> day of April, 2022.

---

MAYOR David M. Bennett

---

CAO/CLERK Hope Dillabough

**AGREEMENT**

BETWEEN:

The Corporation of the Township of Horton  
Herein referred to as "the Municipality"

-and-

David (Tu Trac) Lam  
Herein referred to as "the Owner"

**WHEREAS** the Owner is the owner of lands legally described as Concession 8 Pt Lot 1 and RP49R11697 Part 1, in the Township of Horton and located at 7 Grantham Road.

**AND WHEREAS** the Owner wishes to construct a new dwelling on the said property and use a travel trailer as a temporary residence until the new dwelling is completed and an occupancy permit has been obtained.

**AND WHEREAS** the Parties have agreed to enter into an agreement providing for the temporary use of a travel trailer, for a limited period of time, while a new dwelling is being constructed after which the travel trailer will be removed at the expense of the Owner.

**THEREFORE IN CONSIDERATION** of the Municipality allowing the travel trailer to remain on the property, the Parties hereto agree as follows:

1. The Owner agrees that the travel trailer is a temporary residence only and that residing in a travel trailer is in violation of Municipal By-Laws.
2. The Owner agrees that the travel trailer will be removed from the property to the satisfaction of the Chief Building Official no later than two months after an occupancy permit has been issued for the new dwelling. If a later date is required, an extension must be given in writing by the Chief Building Official, the decision being exclusively within the discretion of the Chief Building Official for the Municipality.
3. In the even the Owner fails to honor the terms of this Agreement, the Municipality will be at liberty to enter onto the property of the Owner and remove the trailer. All costs incurred to remove the trailer will be added as a lien on the property and collected in the same manner as property taxes.
4. The Owner agrees that the new dwelling will be erected on the premises in accordance with the Township of Horton's Comprehensive Zoning By-Law No. 2010-14 and all other applicable by-laws. Upon mutual consent of this agreement, the Municipality will issue all required permits once we have received the proper applications and all required documentation.
5. The Owner agrees that the Municipality may, if it so desires, register notice of this Agreement on the Owner's title.
6. This agreement shall ensure to the benefit of and be binding on the respective heirs, executors, administrators and assigns of each of the parties to it.

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

**SIGNED, SEALED AND DELIVERED**

)  
)  
)  
)  
) \_\_\_\_\_  
) David (Tu Trac) Lam

)  
) THE CORPORATION OF THE  
) TOWNSHIP OF HORTON  
)  
)  
) \_\_\_\_\_  
) MAYOR David M. Bennett

)  
)  
) \_\_\_\_\_  
) CAO/CLERK Hope Dillabough