



**THE CORPORATION OF THE TOWNSHIP OF HORTON  
COUNCIL MEETING – JANUARY 10<sup>TH</sup>, 2023 – 4:00 P.M.  
HORTON MUNICIPAL CHAMBERS  
2253 JOHNSTON RD.**

**1. CALL TO ORDER**

**2. LAND ACKNOWLEDGEMENT**

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

**3. DECLARATION OF PECUNIARY INTEREST**

**4. CONFIRMATION OF COUNCIL AGENDA**

**5. DELEGATIONS &/OR PUBLIC MEETINGS**

5.1 4:00 p.m. Delegation – Jen Gruntz, Zone 6 Account Manager – **PG.3**  
MPAC

**6. MINUTES FROM PREVIOUS MEETINGS**

6.1 December 20<sup>th</sup>, 2022 – Regular Council **PG.19**

**7. BUSINESS ARISING FROM MINUTES**

**8. COMMITTEE REPORTS:**

**8.1 TRANSPORTATION & ENVIRONMENTAL SERVICES COMMITTEE**  
▪ **CHAIR HUMPHRIES**

8.1.1 Chair’s Report – January 4<sup>th</sup>, 2023 **PG.22**

8.1.2 Staff Report – GICB Application & Design Stage II **PG.58**

**8.2 PLANNING COMMITTEE**  
▪ **CHAIR CAMPBELL**

8.2.1 October – December Building Report **PG.62**

8.2.2 Planning Files Update **PG.63**

8.2.3 Staff Report – Planning Services Agreement with  
County of Renfrew **PG.66**

**8.3 GENERAL GOVERNMENT COMMITTEE**  
▪ **CHAIR WEBSTER**

8.3.1 Staff Report – Flood Hazard and Identification Mapping **PG.84**

8.3.2 Staff Report – 2022 Election Accessibility Report **PG.86**

8.3.3 Staff Report – 5-Year Strategic Plan RFP **PG.88**

8.3.4 Staff Report – 2022 Council Remuneration & Expenses **PG.90**

8.3.5 Staff Report – 2023 Cost of Living Adjustment **PG.92**

8.3.6 Staff Report – 2023 Budget Timelines **PG.102**

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#### **8.4 COMMUNITY COMMITTEES / COUNTY COUNCIL**

- |       |                                     |              |
|-------|-------------------------------------|--------------|
| 8.4.1 | Renfrew & Area Seniors Home Support | D. Humphries |
| 8.4.2 | Chamber of Commerce                 | D. Humphries |
| 8.4.3 | County Council                      | D. Bennett   |

#### **9. CORRESPONDENCE SUMMARY**

##### **9.1 INFORMATION CORRESPONDENCE**

- |       |                            |               |
|-------|----------------------------|---------------|
| 9.1.1 | CAO/Clerk Information Memo | <b>PG.104</b> |
|-------|----------------------------|---------------|

##### **9.2 ACTION CORRESPONDENCE – NONE**

#### **10. BY-LAWS**

- |      |   |               |
|------|---|---------------|
| 10.1 | 2023-01 Borrowing By-law                | <b>PG.105</b> |
| 10.2 | 2023-02 Interim Taxes 2023              | <b>PG.108</b> |
| 10.3 | 2023-03 Appoint Livestock Valuer        | <b>PG.109</b> |
| 10.4 | 2023-04 Appoint Committee of Adjustment | <b>PG.110</b> |

#### **11. NOTICE TO FILE MOTION FOR NEXT COUNCIL MEETING**

#### **12. COUNCIL/STAFF MEMBERS CONCERNS**

#### **13. RESOLUTIONS**

#### **14. IN CAMERA (Closed) SESSION (as required) – NONE**

#### **15. CONFIRMING BY-LAW 2023-05**

**PG.111**

#### **16. ADJOURNMENT**

A light blue map of the province of Ontario is centered on a dark blue background. A white dashed rectangular border frames the map. The text 'MPAC' is prominently displayed in the center of the map in a large, white, sans-serif font.

# MPAC

Property Assessment  
in Ontario

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# Ontario's Property Experts

**5.5**  
**MILLION**

MPAC's database hosts information for over 5.5 million properties across Ontario.

**37**  
**BILLION**

There was more than \$37 billion of new assessment captured in 2022.

**3**  
**TRILLION**

Ontario's total property value exceeds \$3 trillion.

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## Ontario Government

Establishes the province's assessment and taxation laws, sets the valuation date and determines education tax rates.



## MPAC

Calculates, captures and distributes assessments for all properties and buildings across Ontario.



## Municipalities

Determine revenue requirements, set municipal tax rates and collect property taxes to pay for municipal services.



## Property Owners

Pay property taxes for community services and education taxes to help fund elementary and secondary schools in Ontario.

# Maintaining Ontario's Property Database



Provincial, Municipal and  
Property Owner Support  
& Guidance



New Assessment  
Forecasting & Market  
Analysis/Trends



Municipal Financial  
Planning & Insights



Vacancy and Tax  
Applications for  
Commercial, Business  
& Residential



Requests for  
Reconsideration &  
Appeal Processing



Processing Severances  
and Consolidations



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MPAC conducts property valuation updates, referred to as **reassessments**.

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Property values continue to be based on the market at **January 1, 2016**, which is our current valuation date.

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## What is Current Value Assessment? (CVA)

Current value is market value **at a point in time** (the legislated valuation date)

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# 2023 Assessment Update

**January 1, 2023** valuation date  
2024 - 2027 Tax Years



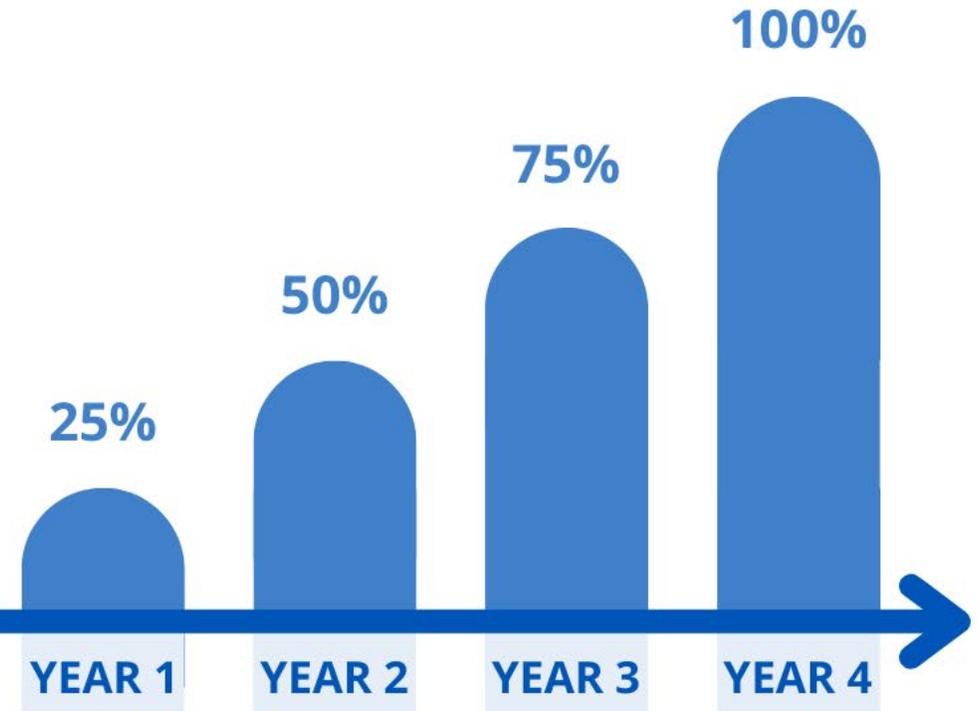
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# The Assessment Cycle

Valuation Date  
January 1, 20XX



Notices mailed



Assessment increases are **phased in equally over four years.**

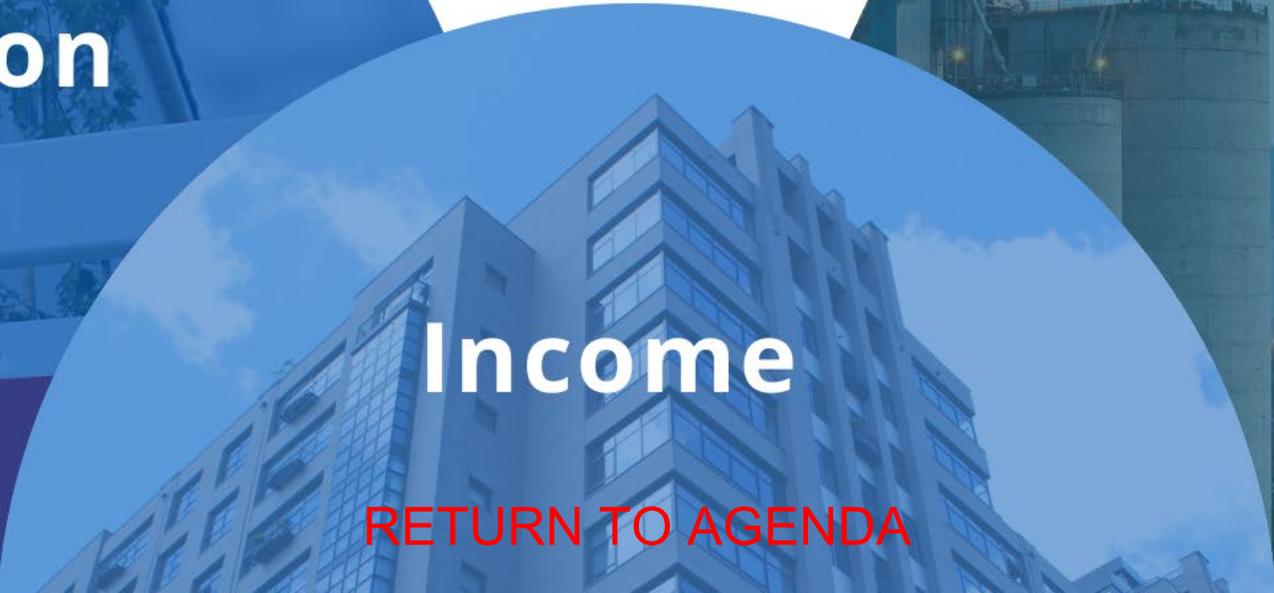
Decreases are **applied immediately.**

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# The **Three** Approaches to Value



**Direct  
Comparison**



**Income**



**Cost**

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# MPAC's Role in The **Building** **Permit** Process

Municipalities rely on MPAC to take their building permits and plans and **turn them into assessment.**

Municipalities tax property owners **based on those assessments.**

The sooner MPAC delivers assessments, the faster municipalities realize **new revenue.**



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# Resolving Assessment Concerns

1



Reflect on the  
Current Value  
Assessment

2



Visit MPAC's  
AboutMyProperty.ca  
to confirm details

3



View similar  
properties and  
their assessed  
values

4



Submit a Request  
for Reconsideration  
if you disagree

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# Ready with Resources for You



MYTH	FACT
<p>My property value has doubled.</p> <p>My property taxes will double.</p> <p><b>X</b></p>	<p>There is <b>no 1:1 relationship</b> between the change in your assessed value and change in taxation.</p> <p><b>✓</b></p>



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# How will my Property Assessment Impact my Taxes?

The video thumbnail features the 'mpac' logo and the title 'How Your Property Tax is Calculated'. It displays three scenarios of property value increases and their corresponding tax impacts:

Scenario	Property Value	Value Change	Rate	Tax Amount
1	\$240,000	↑ 5%	0.125%	\$300
2	\$300,000	↑ 5%	0.125%	\$375
3	\$420,000	↑ 15%	0.125%	\$525

Additional features include a 'Watch Later' button, a 'Share' button, a red play button in the center, and a 'Watch on YouTube' button at the bottom left.

Watch the video to learn more.

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## Stay Connected, Stay Informed

Subscribe to **InTouch**, our municipal newsletter, follow us on **social media**, and visit our Municipal Resource Library on **mpac.ca**.

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# Your Municipal Contacts

Jennifer Gruntz  
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613-775-0270

Ashley Richards  
Ashley.richards@mpac.ca  
613-417-3956

**THE CORPORATION OF THE TOWNSHIP OF HORTON**

REGULAR COUNCIL MEETING  
DECEMBER 20<sup>TH</sup>, 2022

There was a Regular Meeting of Council held in the Council Chambers on Tuesday December 20<sup>th</sup>, 2022. Present were Mayor David Bennett, Councillor Glen Campbell, Councillor Doug Humphries, and Councillor Daina Proctor. Staff present was Hope Dillabough, CAO/Clerk, Adam Knapp, Public Works Manager, Allan Cole, Fire Chief, Mike Fortier, Deputy Fire Chief, Steve Osipenko, CEMC, and Nichole Dubeau, Executive Assistant – Recording Secretary.

Deputy Mayor Tom Webster sent his regrets.

**1. CALL TO ORDER**

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

**2. LAND ACKNOWLEDGEMENT**

Mayor Bennett read the Land Acknowledgement in its entirety.

**3. DECLARATION OF PECUNIARY INTEREST**

There was no declaration of pecuniary interest.

**4. CONFIRMATION OF COUNCIL AGENDA**

Moved by Councillor Humphries

**RESOLUTION NO. 2022-270**

Seconded by Councillor Proctor

**THAT** Council adopt the Agenda for the December 20<sup>th</sup>, 2022 Regular Council Meeting.

**Carried**

**5. DELEGATIONS &/or PUBLIC MEETINGS**

5.1 Committee of Adjustment – Humphries & Wicks

**6. MINUTES**

6.1 December 6<sup>th</sup>, 2022 – Regular Council

Moved by Councillor Campbell

**RESOLUTION NO. 2022-**

Seconded by Councillor Humphries

**THAT** Council approve the following Minutes:

- December 6<sup>th</sup>, 2022 – Regular Council

**Carried**

**7. BUSINESS ARISING FROM MINUTES**

There was no business arising from the minutes.

**8. COMMITTEE REPORTS:**

**8.1 TRANSPORTATION & ENVIRONMENTAL SERVICES COMMITTEE**

8.1.1 Public Works Department Orientation Presentation

Public Works Manager Adam Knapp reviewed the orientation presentation.

**8.2 PROTECTIVE SERVICES COMMITTEE**

8.2.1 Fire Department Orientation Presentation

Fire Chief Allan Cole reviewed the orientation presentation.

8.2.2 Emergency Management Orientation Presentation

CEMC Steve Osipenko reviewed the orientation presentation.

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**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 2022-62 Integrity Commissioner Agreement Extension

**11. NOTICE TO FILE MOTION FOR NEXT COUNCIL – NONE****12. COUNCIL/STAFF MEMBERS CONCERNS**12.1 Staff Report – Correspondence for Consideration RE: Isaacs

Council members reviewed the report went around the table for discussion. It was Council consensus that an ad-hoc committee would not be created. Councillor Campbell stated that he would discuss further with CAO/Clerk Hope Dillabough and set a meeting with Mr. Paul Isaacs for more information.

**13. RESOLUTIONS**

Moved by Councillor Humphries

**RESOLUTION NO. 2022-**

Seconded by Councillor Proctor

**THAT** Council receive the following orientation presentations as information:

- Public Works Department
- Fire Department
- Emergency Management

**Carried**

Moved by Councillor Campbell

**RESOLUTION NO. 2022-**

Seconded by Councillor Proctor

**THAT** Council accept the CAO/Clerk's Information Memo for the December 20<sup>th</sup>, 2022 meeting.

**Carried**

Moved by Councillor Proctor

**RESOLUTION NO. 2022-**

Seconded by Councillor Humphries

**THAT** Council enact the following By-law:

- 2022-62 Integrity Commissioner Agreement Extension

**Carried**

**14. IN CAMERA (Closed) SESSION – NONE****15. CONFIRMING BYLAW**

Moved by Councillor Campbell

**RESOLUTION NO. 2022-**

Seconded by Councillor Humphries

**THAT** Council enact By-law 2022-63– Confirming By-Law.

**Carried**

**16. ADJOURNMENT**

Mayor Bennett declared the meeting adjourned at 5:48 p.m.

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MAYOR David M. Bennett

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CAO/CLERK Hope Dillabough



## Township of Horton COUNCIL / COMMITTEE REPORT

<b>Title:</b>  TES Committee Chair's Report – January 4 <sup>th</sup> , 2023	<b>Date:</b>	January 10, 2023
	<b>Council/Committee:</b>	Council
	<b>Author:</b>	Nikky Dubeau, Executive Assistant
	<b>Department:</b>	TES

### **RECOMMENDATIONS:**

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

### **BACKGROUND:**

#### **Community Centre HVAC Repairs**

The Committee was in agreeance to move forward with the repairs needed, upon 2023 budget consideration.

Moved by Deputy Mayor Webster

Seconded by Bob Kingsbury

THAT the TES Committee recommend to Council to approve the repair of the Community Center HVAC systems by Valley Ventilation;

AND THAT the funding for the repairs estimated at \$7,500 including HST and a \$1,536.60 provisional contingency come from the Recreation Reserves;

AND FURTHER THAT this be included in the 2023 Budget for consideration.

**Carried**

#### **Landfill Grinding Contract Extension**

Mayor Bennett declared pecuniary interest and left the room.

The Committee was in agreeance to extend the contract with National Grinding.

Moved by Bob Kingsbury

Seconded by Tyler Anderson

THAT the TES Committee recommend to Council to extend the landfill material grinding contract with National Grinding Inc. for one (1) year at a total annual cost of \$27,685.00 including HST;

AND THAT this be included in the 2023 Budget.

**Carried**

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**Phase 3 Landfill Site Feasibility Study**

The 2023 work plan includes an upgraded expansion concept plan, further water quality monitoring, site investigation, upgrades to 3 monitoring wells, revisions to the Townships water sampling program, a preliminary storm water management plan, revisions to the existing provisional soak pit design and consultations with the MOECP as necessary. The Committee was in agreeance to move forward with Phase 3 of the study, upon 2023 budget consideration.

Moved by Deputy Mayor Webster

Seconded by Tyler Anderson

THAT the TES Committee recommend to Council to proceed with phase 3 of the expansion feasibility study per the 2023 work plan supplied by JP2G;

AND THAT \$22,080.20 be allocated from Environmental Reserves to fund the work;

AND FURTHER THAT this be included in the 2023 Budget for consideration.

**Carried**

**Landfill Site Waste Composition Study**

The proposed study will inform the Township on the effectiveness of waste reduction and diversion rates from the new producer-based blue box program in Ontario. During the waste composition study, garbage samples shall be sorted into material categories, weighed, and given a percentage of the total weight per type. The Committee was in agreeance to move forward with the composition study, upon 2023 budget consideration.

Moved by Deputy Mayor Webster

Seconded by Tyler Anderson

THAT the TES Committee recommend to Council that a waste composition study be performed by JP2G as part of our monitoring and reporting program in 2023/2024 at the landfill site;

AND THAT the studies shall be performed pre-transition to the producer-based blue box program, before July 1<sup>st</sup>, 2023, and post transition, in July of 2024;

AND FURTHER THAT the study be funded from the Environmental Reserves at an upset estimated cost of \$10,000;

AND FURTHER THAT this be included in the 2023 Budget for consideration.

**Carried**

**Proposed Strategic Culvert Replacement Plan**

There are 12 culverts in failing or very poor condition that must be replaced or removed and the drainage works redesigned to suit the developed conditions in the area. Mr. Knapp is to include the cost of replacing the failing culverts in the 2023 budget.

**Proposed Strategic Roads Infrastructure Plan**

Deputy Mayor Webster requested that the rehabilitation years as per the asset management plan be brought back to the committee.

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**Drafter Winter Maintenance & Salt Management Policy**

The Committee was in agreeance to establish a policy for Winter Maintenance and Salt Management.

Moved by Tyler Anderson

Seconded by Deputy Mayor Webster

THAT the TES Committee recommend to Council to adopt the T-06 Winter Maintenance and Salt Management policy into the Township's Corporate Policies.

**Carried**

**New/Other Business**

Public Works Manager Adam Knapp stated that he has reviewed the Transportation Master Plan and CAO/Clerk Hope Dillabough is now reviewing it, and that it will be coming forward in the 2023 Budget.

**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

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<b>POLICY:</b> Winter Maintenance and Salt Management			
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**Purpose**

This Winter Maintenance policy sets out procedural framework for ensuring that the Township of Horton continuously improves on the safe and sustainable delivery of winter maintenance services and the effective and efficient use of road salt in our winter maintenance operations. This plan supersedes all previous plans for the Township of Horton.

The plan is meant to be dynamic, to allow the municipality to evaluate and phase-in any changes, new approaches and technologies in winter maintenance activities in a fiscally sound manner. At the same time, any modifications to municipal winter maintenance activities must ensure that roadway safety is not compromised.

DRAFT



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## Definitions

**AVL** is an Automatic Vehicle Locating (AVL) system that the Township utilizes to track vehicle locations, direction of travel, speed, plow functions, and material application rates. The Township utilizes ACE AVL systems.

**Continuous Winter Event Response** is a response to a winter event with full deployment of manpower and equipment that plow/salt/sand the entire system.

**De-icing** means the application of solids, liquids, pre-treated material to the road surface after the on-set of the winter event.

**Highway** means a common and public highway, street, avenue, parkway, driveway, square, place, bridge, viaduct or trestle, any part of which is intended for or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof.

**MMS** is the Minimum Maintenance Standards for Municipal Highways of Ontario, O. Reg 366/18 as amended.

**MTO** means the Ministry of Transportation of Ontario.

**MOU** means Memorandum of Understanding.

**Paved Road** means a road with an asphalt surface, concrete surface, composite pavement, or Portland cement.

**Pre-treat** means the application of liquids (sodium chloride, calcium chloride, etc.) to dry salt or sand prior to being loaded for storage or applied to the road surface.

**Roads Superintendent** is the person who is on duty at the time directing the snow/ice removal operations of the Township of Horton.

**Route** is another term used for patrol routes.

**Plow Route** is a collection of road segments which during a winter storm will have the snow removed and receive applications of a salt and sand mixture to provide a temporary increase in grip. The level of service on such routes may or may not have a bare road platform as a service goal.



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**Significant Weather Event** as per the Ontario Municipal Act, a municipality may declare a significant weather event when a weather hazard, either forecasted or occurring, has the potential to pose a significant danger to users of the highways (roadways) in which they have authority over.

**S.O.P** means Standard Operating Procedure.

**Spot Winter Event Response** is a response to a winter event with only a partial deployment of manpower and equipment or with full deployment to only part of the system.

**Surface Treated Road** is road with bituminous surface treatment comprised of one or two applications of asphalt emulsion and stone chips over a gravel road.

**Unpaved Road** is a graded road with a gravel, stone or other loose traveling surface.

**Winter Event** is a weather condition affecting roads such as snowfall, windblown snow, freezing rain, frost or ice to which, a winter event response is required.

**Winter Event Response** is a series of winter control activities performed in response to a winter event.

**Winter Event Response Hours** are the total number of person-hours per year (plowing, salting/sanding, winging back, etc.) to respond to winter events.



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## 1. Objective of Winter Maintenance and Salt Management

The Township of Horton is committed to providing safe and sustainable winter maintenance operations while continuing to improve those operations to provide safety and mobility for the traveling public. As an integral part of this effort the Township of Horton will strive to optimize the use of all winter maintenance materials as they pursue the goal of a safe and sustainable transportation system.

The Township of Horton's Public Works staff will strive, as reasonably practicable, to provide safe winter road conditions for vehicular and pedestrian traffic as set out in the level of service policies and within the resources established by the Council of the Township of Horton.

## 2. Policy Statement

The Township of Horton will conduct safe and sustainable snow removal to ensure the safety and mobility of users of the municipal road network, as reasonably practicable, in keeping with applicable Provincial legislation and accepted standards while striving to minimize adverse impacts to the environment. These commitments will be met by:

- a) Adhering to the procedures contained within the Winter Maintenance Policy.
- b) Reviewing and upgrading the Winter Maintenance Policy on an as needed basis to incorporate new technologies and new developments.
- c) Committing to ongoing winter maintenance staff training and education
- d) Monitoring on an annual basis, the present conditions of the winter maintenance program, as well as the effectiveness of the Winter Maintenance Policy.



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### 3. Overview of the Township of Horton

**Type of Organization:** Municipal - Lower Tier

**Estimated Population (2022 Consensus):** 3182 Total Area: 158.0 Square kilometers

**Street Address:** Municipal Office

2253 Johnston Road, RR5

Renfrew, Ontario K7V 3Z8 Canada

**Telephone:** 613-432-6271

**Website:** <https://www.hortontownship.ca/>

**CAO/Clerk:** Hope Dillabough

**Public Works Manager:** Adam Knapp

**Roads Superintendent:** Rod Eady

**Main Contact #:** 613-432-6271

**Emergency After Hours Contact #:** 613-433-2527

**By-Law:** 613-281-3773 or e-mail [bylaw.mles@gmail.com](mailto:bylaw.mles@gmail.com)

**Law Enforcement Agency:** OPP -Renfrew Detachment

**Contact Information:** Central Operations Center 613-432-3211 or 911



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## 4. Winter Maintenance Program

The major activities related to winter maintenance are:

- a) Snow plowing (Per MMS)
- b) Salt /sand application (Per MMS)
- c) Snow removal (As needed)
- d) Drift-control Snow fencing (Optional)
- e) Landfill snow removal (Per operational needs)
- f) Parking lot clearing at Municipal owned properties (Per operational needs)

The Township of Horton is responsible for winter maintenance on:

Road Class	Surface Type	Type Length (Lane Kilometers)	Total Length (Lane Kilometers)
Class 3 through 6	Paved	69.2	180.4
	Surface Treated	9.8	
	Gravel	101.4	
Millennium Trail	Gravel	5.7	Sno Goers maintain per MOU

## 5. Road Category and Priority Index

Road Category	Priority	Color
Class 3	1	
Class 4	1	
Class 5	2	
Class 6	3	



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## 6. Level of Service

The Township of Horton provides the following level of service during the winter maintenance season in response to a winter event.

The standards listed below define the Townships procedure for addressing the applicable winter event.

### 1. Snow Accumulation

- a) after becoming aware of the fact that the snow accumulation on a roadway is greater than the depth set out in the table below this section, to deploy resources as soon as practicable to address the snow accumulation; and
- b) after the snow accumulation has ended, to address the snow accumulation so as to reduce the snow to a depth less than or equal to the depth set out in the table below this section.
- c) to provide a minimum lane width of the lesser of three meters for each lane or the actual lane width, or
- d) on a Class 4 or Class 5 highway with two lanes, to provide a total width of at least five meters. O. Reg. 47/13, s. 4.

If the depth of snow accumulation on a roadway is less than or equal to the depth set out in the table below the roadway is deemed to be in a state of repair with respect to snow accumulation. O. Reg. 47/13, s. 4.

For the purposes of this section, the depth of snow accumulation on a roadway may be determined in by a municipal employee whose duties or responsibilities include one or more of the following:

- a) Patrolling highways.
- b) Performing highway maintenance activities.
- c) Supervising staff who perform activities described in paragraph a) or b). O. Reg. 47/13, s. 4.

The depth of snow accumulation on a roadway and lane width may be determined by:

- a) Performing an actual measurement;
- b) Monitoring the weather; or
- c) Performing a visual estimate. O. Reg. 47/13, s. 4.



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For the purposes of this section, addressing snow accumulation on a roadway includes, but is not limited to:

- a) Plowing the roadway;
- b) Salting the roadway;
- c) The application of other chemical or organic agents to the roadway;
- d) Applying abrasive materials to the roadway; or
- e) Any combination of the methods described in clauses (a), (b), (b.1) and (c). O. Reg. 47/13, s. 4.

This section does not apply to that portion of the roadway designated for parking. O. Reg. 47/13, s. 4.

If at any time a municipality declares a significant weather event, then all roadways within the municipality are deemed to be in a state of repair in respect of any snow accumulation present, until the applicable time under the table to this section expires following the end of the declaration.

**2. Ice Formation**

The standard for attempting the prevention of ice formation on roadways is doing the following in the 24-hour period preceding an alleged formation of ice on a roadway:

- a) Monitor the weather in accordance with the MMS.
- b) Patrol in accordance with the MMS.

If the municipality determines during weather monitoring and patrolling that there is a substantial probability of ice forming on a roadway:

- a) Treat the roadway to attempt to prevent ice formation within the time set out in the table below this section, starting from the time that the municipality determines is the appropriate time to deploy resources for that purpose. O. Reg. 47/13, s. 5.

If the municipality meets the standard set out in this policy, despite such compliance, ice forms on a roadway, the roadway is deemed to be in a state of repair until the earlier of:

- a) The time that the municipality becomes aware of the fact that the roadway is icy and can mobilize in a practicably timely manner; or
- b) The applicable time set out in the table below this section for treating the roadway to prevent ice formation expires. O. Reg. 47/13, s. 5.



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The standard for treating icy roadways after the municipality becomes aware of the fact that a roadway is icy is to treat the icy roadway within the time set out in the table below this section, and an icy roadway is deemed to be in a state of repair until the applicable time set out in the table for treating the icy roadway expires. O. Reg. 47/13, s. 5.

For the purposes of this section, treating a roadway means applying material to the roadway, including but not limited to, salt, sand or any combination of salt and sand. O. Reg. 47/13, s. 5.

If at any time a municipality declares a significant weather event, then all roadways within the municipality are deemed to be in a state of repair in respect of any ice present, until the applicable time under the table below this section expires following the end of the declared weather emergency.

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## 7. Accumulation Tables

### Snow

Class of Highway	Depth	Time
1	N/A	N/A
2	N/A	N/A
3	8 cm	12 hours
4	8 cm	16 hours
5	10 cm	24 hours
6	10 cm	24 Hours

### Ice

Class of Highway	Time
1	N/A
2	N/A
3	8 hours
4	12 hours
5	16 hours
6	24 Hours

## 8. Sidewalk Responsibility

The Township of Horton has no sidewalks within its boundaries and does not maintain or accept responsibility for any privately owned walkways.



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## 9. Winter Maintenance of Private Property

Private properties are the responsibility of the respective owners.

## 10. Winter Maintenance Season

For winter maintenance purposes, the Township of Horton assumes the winter season commences on October 1<sup>st</sup> and is completed by April 30<sup>th</sup>, while acknowledging that winter events may occur outside of this timeframe.

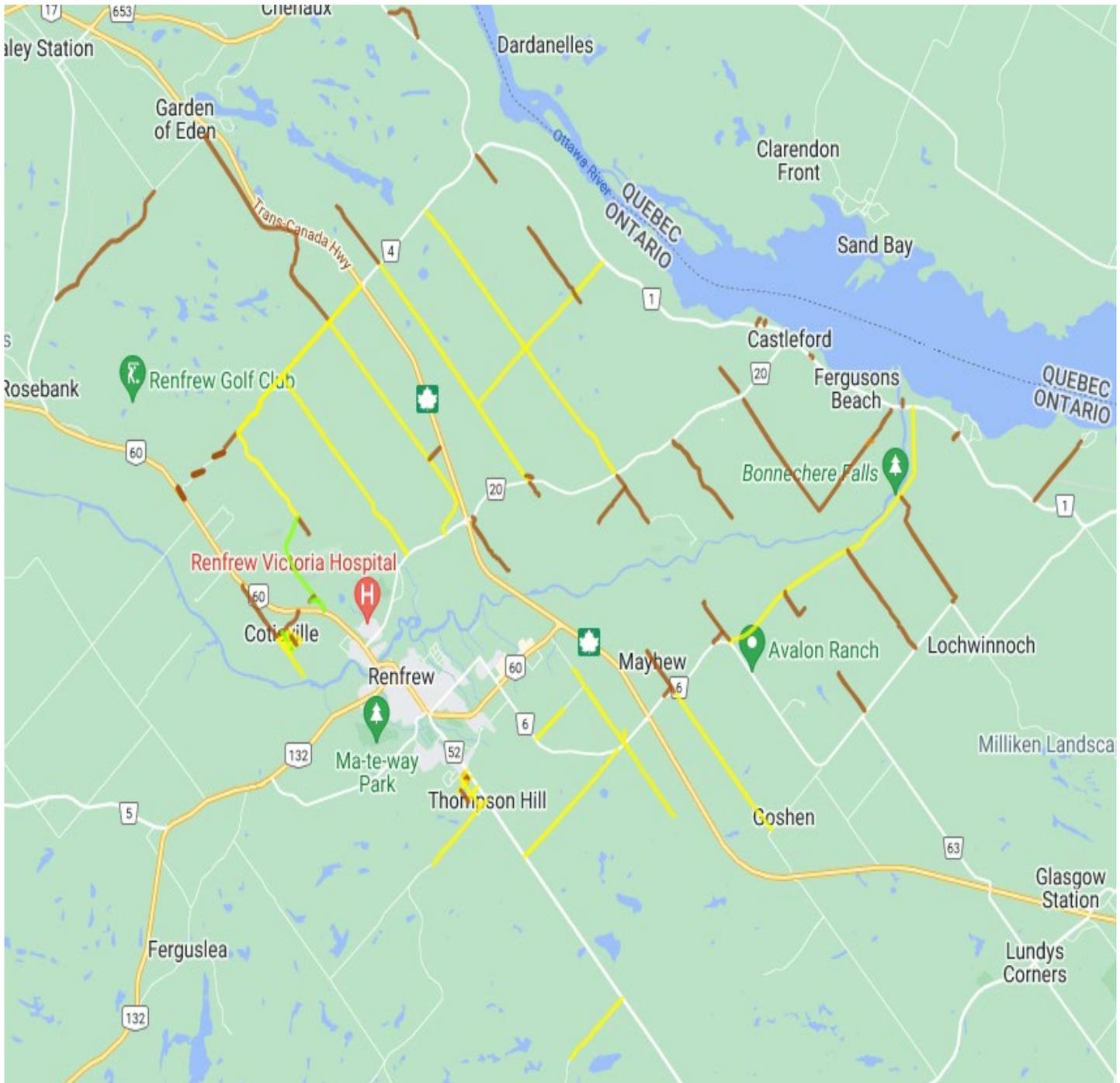
## 11. Winter Patrolling

During the winter maintenance season, the Township of Horton shall carry out winter patrols as per the MMS. Between winter events, a patrol of representative roads will occur during daylight hours and a second night patrol may also be scheduled, if practicable. The purpose of the patrol is to monitor and record weather and road conditions and mobilize winter maintenance operators and equipment should a winter event be observed, and a winter event response is required. On the approach of a winter event or during a winter event the patrol and plow routes of representative roads may be modified per priority of class as listed in this policy, or as reasonably practicable, depending on the type and severity of winter event or the direction from which the storm approaches. The patrol person will be familiar with local conditions in their patrol area and may prepare a condition log of road and weather conditions as well as any actions taken during the shift. The winter patrol schedule parallels the designated winter season.



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**12.Patrolled Roads Map**



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### 13. Winter Preparations

In the months prior to the start of the winter maintenance season, as identified in this policy, the Township of Horton undertakes the following tasks to prepare for the upcoming winter season.

Prior to the winter season, the Township shall prepare and call tenders for the supply of materials (salt, sand) wear parts (for plowing equipment) calibrate and document rates of spread for all material spreading equipment.

At a practicable time prior to the beginning of the winter season the Township of Horton shall:

- a) Conduct a training session for staff and contract operators where all policies, procedures, schedules, reporting procedures for callout, route maps, equipment training and safety precautions will be discussed. Any issues resulting from the meeting with regard to the policies, procedures, schedules, reporting procedures for callout, route maps, equipment training and safety precautions shall be resolved either at the meeting or prior to the winter season.
- b) Train winter patrollers (or staff whose duties also include patrolling) on the route of representative roads to be patrolled, their duties during a winter event, record keeping requirements, callout procedures and specific material application rates and types for individual weather conditions.
- c) Inspect equipment to ensure proper working order. Schedule and complete any and all equipment repairs.
- d) Arrange for the delivery of materials (salt, sand) and begin filling storage facilities, a minimum of 500 tonnes of premixed sand and 30 tonnes of salt should be in storage by October 1<sup>st</sup>.
- e) A minimum of 3000 tonnes of premixed sand and 30 tonnes of salt should be in storage by November 1<sup>st</sup>.
- f) Confirm that all guiderails, catch basin, hazard and fire hydrant markers, steep hill, sharp curve ahead warning signs, bridges ices sign, if any, are in place. Any missing markers should be replaced prior to the winter season.



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**14. One Month Prior to the Winter Season**

One month prior to the winter season the Township of Horton shall:

- a) Assign equipment to staff.
- b) Allow operators time to familiarize themselves with any new equipment, material application rates, and their route (driving the route and noting obstacles along the route, if necessary).
- c) commission all winter maintenance equipment. Test and calibrate equipment if practicable.
- d) Upon the forecast of an approaching winter event have sufficient staff available to operate the fleet if conditions warrant a winter event response.

**15. Two Weeks Prior to the Winter Season**

Two weeks prior to the winter season the Township of Horton shall:

- a) Have 100 % of the fleet ready, tested and calibrated to respond to a winter event.
- b) Have staff available to operate the required complement of the fleet if conditions warrant a winter event response.

**16. Two Weeks After the Winter Season Ends**

Two weeks after the winter season ends:

- a) Continue monitoring and recording weather forecasts.
- b) Do not decommission any equipment.

**17. One Month After the Winter Season Ends**

One month after the winter season ends and no weather events for 2 weeks:

- a) Cease all winter highway maintenance operations.
- b) Decommission all winter maintenance equipment.
- c) Begin preparations for construction season



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## 18. Staffing and Hours of Work

The Township of Horton has full-time employee assigned to each vehicle used for winter operations. Each vehicle is assigned a route for sanding/salting and/or plowing.

The Township of Horton adheres to the hours of service as dictated by Highway Traffic Safety Act, Reg. 555/06 (Ontario, Canada).

Employee	Job Title	Reports to Facility	Assigned Equipment
Adam Knapp	Public Works Manager	Horton Public Works Yard	Administrative Response
Rod Eady	Public Works Superintendent	Horton Public Works Yard	One tonne GMC Plow and Patrol Vehicle
Dustin Howard	Lead Hand	Horton Public Works Yard	3 tonne CV 515 Plow and Sanding Unit
Dave Radke	Technician / Operator	Horton Public Works Yard	Freightliner Tandem Plow Truck
Peter Storie	Operator	Horton Public Works Yard	Western Star Tandem Plow Truck

*In the event of staffing modifications this table may be revised by the CAO/Clerk or Public Works Manager without bringing the policy back to Council for consideration.*



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## 19. Key Responsibilities

Some of the key responsibilities associated with the management and overseeing of winter operations for this winter season are as below:

- a) The Public Works Manager will receive issues and concerns of the citizens regarding snow and ice control efforts.
- b) The Public Works Manager will ensure media releases are sent to local news and radio stations advising of road closures and significant weather events.
- c) The Public Works Manager shall be the AVL system administrator.
- d) The Public Works Superintendent shall observe and document the weather and actions taken in compliance with the MMS.
- e) The Public Works Superintendent shall be responsible for making operational decisions pertaining to weather event responses.
- f) The Public Works Superintendent shall be the authority to which the field staff communicate the field conditions too.
- g) The Public Works Superintendent shall communicate the severity of those conditions to the Public Works Manager to evaluate the need to declare a significant weather event.
- h) The Public Works Superintendent shall be responsible for call-ins, as necessary.
- i) The Public Works Superintendent shall (when physically possible) be responsible or delegate responsibility for providing appropriate signage and/or barricades in case a road has to be closed due to a severe winter storm.
- j) The Lead Hand shall be second in command of the Public Works Superintendent and shall perform all duties assigned to the Public Works Superintendent in his absence or inability.
- k) The Lead Hand shall communicate all critical decisions necessary to the Public Works Manager when performing the Public Works Superintendents duties.
- l) The Operator/ Technician shall perform all AVL equipment installations, calibrations and maintenance and shall work with the Public Works Manager to ensure that all AVL systems are operating as designed for the winter maintenance season.



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## 20. Training

The Township of Horton provides winter operations training for all staff involved in the delivery of winter services.

Staff is trained through numerous organizations including but not limited to:

- a) Association of Ontario Road Supervisors
- b) Ontario Good Roads Association
- c) Renfrew County Roads Supervisors Association
- d) Public Services Health and Safety Association
- e) Advanced Consulting
- f) Infrastructure Health and Safety Association
- g) Safety Hub
- h) The County of Renfrew
- i) Canadian Red Cross
- j) Ground Force

Current winter operations training for staff include but is not limited to:

- a) Equipment Circle Check
- b) Equipment Calibration
- c) Record Keeping
- d) Health and Safety
- e) Level of Service – policies, practices and procedures
- f) Identification of Plow Routes – including variations from year to year and issues identified along the route
- g) Equipment Operation and Maintenance
- h) WHMIS
- i) First Aid and CPR
- j) Spreader Usage, Application Rates, and Material Mixing
- k) Tire Chaining



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**21.AVL Equipment and Application Settings**

Vehicle #	Description	Sreader Port	GPS #	Input 0 On	Input 0 Off	Input 1 On	Input 1 Off	Input 2 On	Input 2 Off
TR 11	2013 3/4 Tonne Truck GM	None	0013A20040B10325						
TR 24	2020 Freightliner Tandem	GPS ACE	0013A20040B102C5	Plow Down	Plow Up				
TR 22	2020 CV 515 3 Tonne	None	0013A20040B102B5			Plow Up	Plow Down	Sander On	Sander Off
TR 14	2018 International Tandem	GPS ACE	0013A20040B1030A	Plow UP	Plow Down				
G5	2008 Grader	None	0013A20040B10331			Mould Board Up	Mould Board Down		
B8	2017 JCB Backhoe	None	None						
EW180	Volvo Excavator	None	None						
TR 21	2021 GMC 1 Tonne	None	0013A20040B10309						

**Report Options**

**Material**

Name	Alias	Salt %	Abrasive %
Salt	Pure Salt		
Abrasive	Pure Sand	0 %	
Mix A	3-5% Salt Mix	5 %	95 %
Mix B	6-10% Salt Mix	10 %	90 %
Liquid			

Liquid weight (kg) to Volume (liter) conversion  
 1 kg = 1.00 liter

**Others**

First day of the week: Sunday

Show Spreader Operators  
 Oscar Road Patrol Report Enabled  
 Show overlapped points on map



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**22. Average Winter Material Used Annually**

Primary Solid Material	Supplier	Minimum Stocked Piled Quantity per Season	Stockpiled Premixed Salt %
Winter Sand per OPSS 1004	Yearly Tender	3000 to 3300 tonnes	3% to 5%

The mixture of salt to sand is by the bucket method where a senior staff member adds a specified amount of excavator bucket scoops, to attain the premixed salt percentages aforementioned, on top of the sand while in the transport vehicle prior to being dumped, stacked, and piled into the sand dome.

**23. Application Rates for 3% to 5% Salt to Sand Mixture**

Weather Type	Min and Max Ranges (KGS per lane Kilometer)		Min and Max Ranges (KGS per lane Kilometer)		Min and Max Ranges (KGS per lane Kilometer)	
	0 celcius	Minus 5 Celcius	Minus 5 Celcius	Minus 10 Celcius	Minus 10 Celcius	Minus 18 Celcius
Frost	300	350	400	450	450	650
Light Snow	300	350	400	450	400	450
Heavy Snow	300	350	400	450	400	450
Freezing Rain	450	650	800	850	800	850



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**24. Application Rates for 6% to 10% Salt to Sand Mixture “Sweet Mix”**

This mixture is typically applied only to hard top roads and is only applied to gravel roads and vulnerable areas when significant freezing rain events occur.

Weather Type	Min and Max Ranges (KGS per lane Kilometer)		Min and Max Ranges (KGS per lane Kilometer)		Min and Max Ranges (KGS per lane Kilometer)	
	0 celcius	Minus 5 Celcius	Minus 5 Celcius	Minus 10 Celcius	Minus 10 Celcius	Minus 18 Celcius
Frost	300	350	400	450	450	650
Freezing Rain	450	650	800	850	800	850

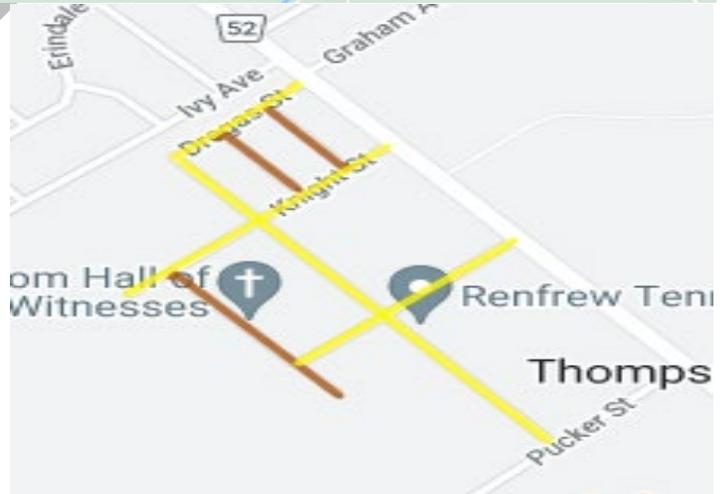
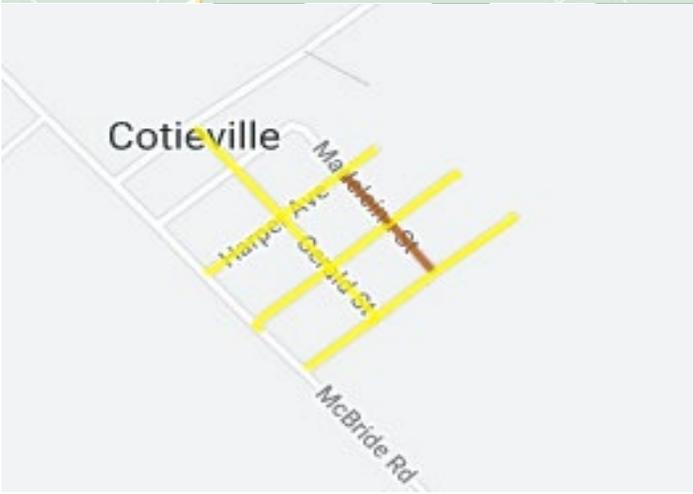
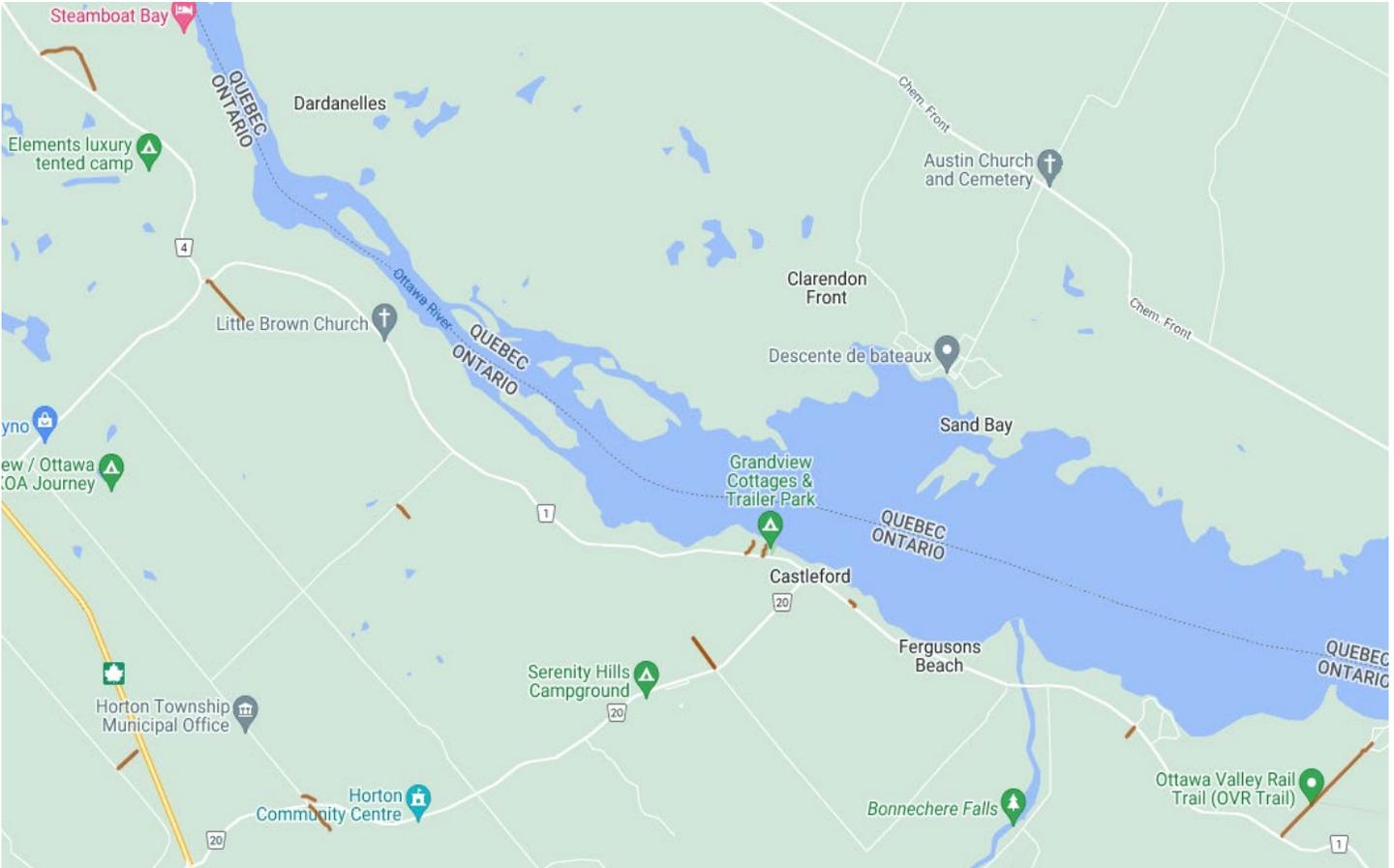
**25. Equipment - Winter Maintenance Routes**

VEHICLE NAME and UNIT NUMBER	VEHICLE TYPE	ASSOCIATED ROUTES	OPERATOR
International Unit #22	Single Axle	Plow Route A	Dustin Howard
Freightliner Unit #24	Tandem Axle	Plow Route B	Dave Radke
Western Star Unit # 24	Tandem Axle	Plow Route C	Peter Storie
GMC Unit #21	Single Axle	Parking lots and intersections clearing as needed	Rod Eady



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**26. Plow Route A Map – CV 515**



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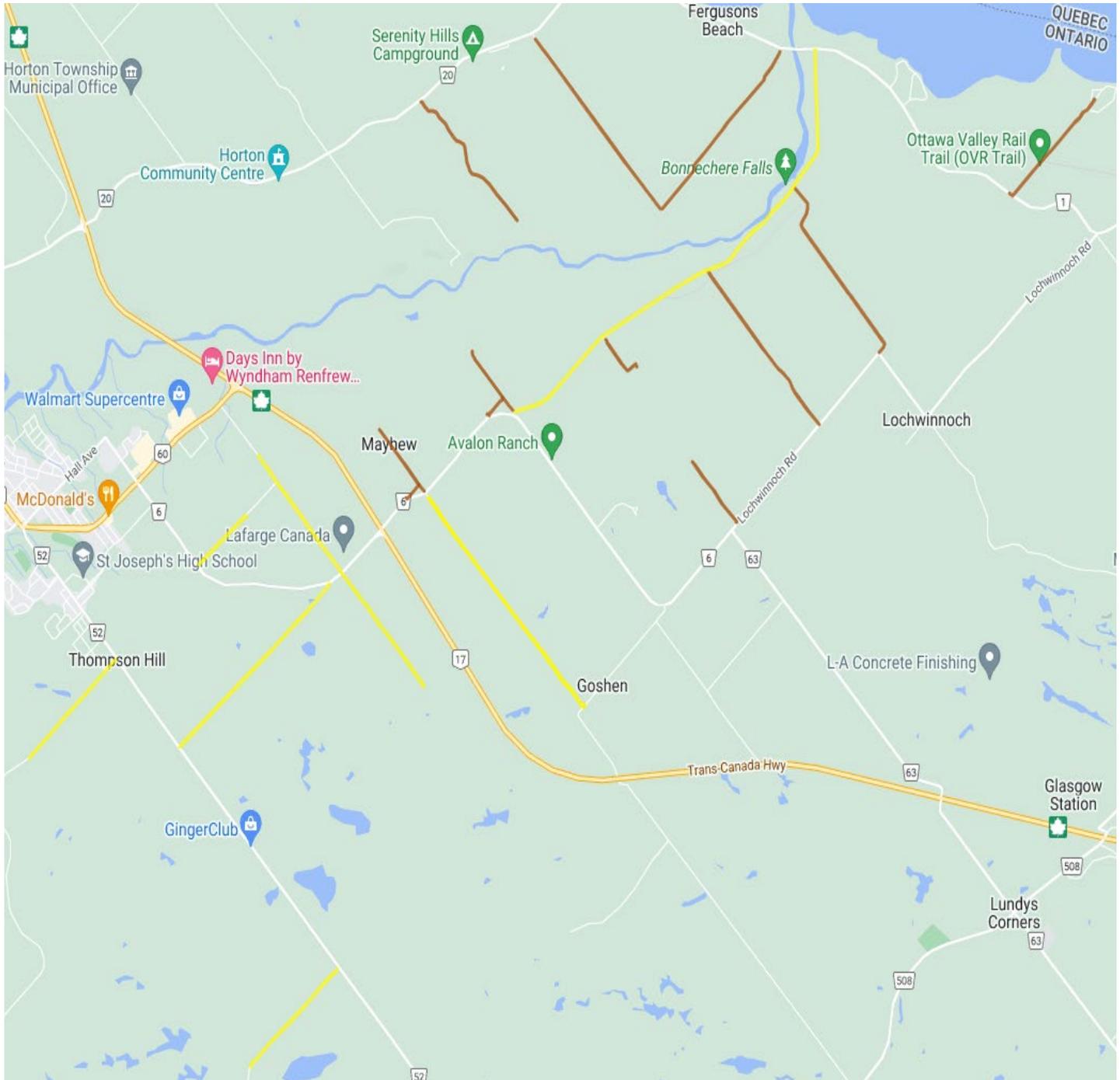
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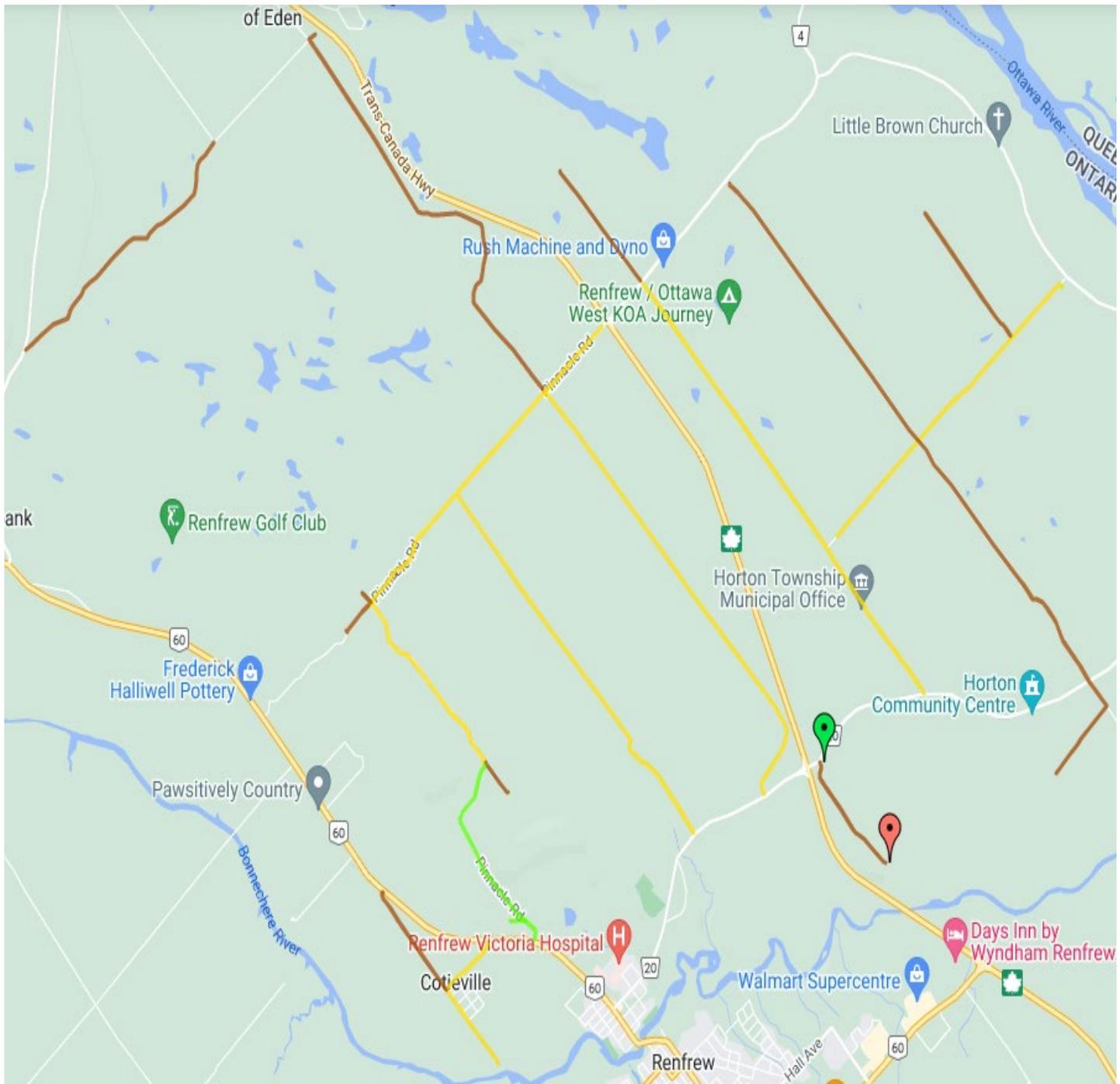
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27. Plow Route B Map - Freightliner



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**28. Plow Route C Map – Western Star**



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## 29. Parking Lots

The Township of Horton provides winter maintenance services to the listed parking lots below

### Municipal Office and Fire Hall

**Facility Address:** 2253 Johnston Road,  
RR5, Renfrew, Ontario  
K7V 3Z8

**Number of Parking Spots:** 15

### Horton Community Center

**Facility Address:** 1005 Castleford Road  
Renfrew, Ontario  
K7V 3Z8

**Number of Parking Spots:** Approximately 100

### Horton Municipal Boat Launch

**Facility Address:** 3746 River Road  
Renfrew Ontario  
K7V 3Z8

**Number of Parking Spots:** Approximately 15

During operational hours of the facilities equipment will be dispatched to parking lots upon the accumulation of five (5) centimeters of new snow. All efforts shall be made to remove accumulation of five (5) cm of new snow prior to the beginning of operational hours when practicable. Plowing operations will remove snow down to a smooth snow packed surface. Sand/salt mix will be added at the same time to increase traction for pedestrians on icy/slippery areas and pure salt or a sand/salt mix shall be applied by hand at the access', egress', and walkways of the facilities.



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### 30. Technicians

The Township of Horton has:

- One (1) unlicensed technician on staff.
- All Public Works staff are trained on basic vehicle maintenance in house.
- Multiple external contracted mechanic(s) available upon request.
- Staff take all reasonable efforts to perform repairs in house to mitigate cost and down time.

### 31. Winter Maintenance Facilities

#### Horton Public Works Yard

**Facility Type:** Patrol Yard

**Facility Address:** Public Works Garage

2253 Johnston Road

RR5, Renfrew Ontario

K7V 3Z8

**Facility Phone:** 613-432-6271

**Number of Front-end Loaders at facility:** One (1) 2017 JCB Backhoe

**Facility Built in** 1976

### 32. Facility Design and Logistics

- All materials are not handled in a designated area characterized by an impermeable surface.
- Equipment is not in place to prevent overloading of trucks.
- Systems are in place for collection and/or treatment of wastewater from cleaning of trucks.
- Control and diversion of external waters (not impacted by salt) is in place.
- Ongoing clean-up of the site surfaces and spilled material are cleaned up as quickly as practicable.
- Risk management and emergency measures plans are in place.



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### 33. Material Storage Details

- The storage of winter sand is in a MTO type sand dome with an approximate 3000 tonne capacity and an impermeable floor.
- The storage of salt is in a covered lean to with an approximate storage capacity of 120 tonnes and does not have an impermeable floor.
- Both buildings are located adjacent to one another to localize any potential contamination into the ground and are equipped with lockable gates to inhibit public entry.
- On occasion materials are stored outside these facilities and all practicable efforts are made to cover them with a tarp.

### 34. Equipment Storage Details

All plowing equipment is stored indoors during the winter season. Outside storage is utilized for seasonal construction equipment. The Township has a lean to and sand dome storage area for construction supplies, stock signage, and wear parts, as well as an up stairs storage area in the main garage for electronics and miscellaneous parts.

### 35. Equipment Washing Details

Equipment is washed on an as needed basis after material applications. Equipment is washed with an industrial grade pressure sprayer with a diesel-powered water heating system. Every spring all fleet vehicles and equipment are washed thoroughly with the Townships slip in water tank equipped with a 2" fire hose sprayer and are then krown undercoated to prevent rusting and equipment damage. During this thorough spring cleaning all equipment is inspected for damage and necessary repairs to prepare for the upcoming construction season.

### 36. Snow Removal and Disposal

The Township of Horton does not have dedicated disposal site(s) in its jurisdiction and utilizes dead end turn around areas if/when necessary. The Township only performs snow removal when high banking techniques are not adequate to remove the snowbanks to a safe height at intersections to improve line of sight and safety.



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### 37. Salt Vulnerable Areas

Certain locations within the area of jurisdiction of the Township of Horton have been identified as being potentially vulnerable to the over-application of road salt. These areas are shown map below. Accordingly, salt storage, snow disposal and material application in these areas will be strictly monitored and, in some cases, may be restricted in a variety of ways.



The areas noted as vulnerable areas are known wetland areas that encroach into the Municipal Right-of-Way. The Township makes all reasonable efforts to mitigate excess usage of salt in these areas.

#### Mitigation Measures

The Township applies the minimum materials specified to the roadways in these areas while limiting the salt percentage in the material. Increased salt / sand ratio material "sweet mix" is only applied to these areas in extreme freezing rain events.



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### 38. Weather Monitoring

In order to determine an effective winter event response and allocate the appropriate resources the Township of Horton supplements their general observations with weather information from various sources which includes:

**Meteorological Services:** Environment Canada - <https://weather.gc.ca>

**Observations Techniques:** Weather Monitoring per the MMS, M511 Stationary Cameras System, Visual by Municipal Staff, Communication with staff of adjacent municipalities.

**Weather Documentation per MMS:** MESH Operational Management System by Go Evo.

### 39. Communications

Maintaining reliable internal communications is a critical component of winter operations. The Township of Horton uses the following:

- a) All winter maintenance vehicles are equipped with two-way communications radios.
- b) All citizen issues concerning snow and ice control efforts will be routed to the Public Works Manager.
- c) The Public Works Manager shall determine the follow-up responses to citizen inquiries.

The municipality provides external communication with the general public via:

- a) Information posted on the municipality's web site <https://www.hortontownship.ca>
- b) The Township's Social Media Platforms
- c) Municipal 511
- d) Verbal Communication
- e) Email



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#### 40. Declaring a Road Closure or Significant Weather Event S.O.P.

In the event a road must be closed, or a significant weather event declared due to a severe winter storm:

- a) The Public Works Superintendent shall communicate the requirement to the Public Works Manager.
- b) The Public Works Manager shall evaluate the need and make the final decision to close road(s) or declare a significant weather event and communicate that decision to the Superintendent.
- c) The Public Works Manager shall release the road closure notice or significant weather event notice utilizing the templates provided in this policy.
- d) The decision shall be communicated to the CAO/ Clerk prior to closure and allowed time to review and approve the release documents if practicable and they choose to do so.
- e) The CAO/Clerk shall inform Council of the decision in a timely manner or assign a designate to inform Council.
- f) The notice shall be posted on M511 and include all members on the Horton Township closure notification list.
- g) The Townships secretary or designate shall post the release verbatim on the Townships website and social media platforms.

#### 41. Ending a Road Closure or Significant Weather Event S.O.P.

The procedure for ending a road closure or significant weather event is:

- a) The Public Works Superintendent shall communicate that the closure or declaration is no longer needed to the Public Works Manager.
- b) The Public Works Manager shall evaluate and make the final decision to end the closure or declaration and communicate that decision to the Superintendent.
- c) The Public Works Manager shall end the road closure notice or significant weather event on the Township's M511 platform.
- d) The decision shall be communicated to the CAO/ Clerk and include all members on the Horton Township closure notification list.
- e) The CAO/Clerk shall inform Council of the decision in a timely manner or assign a designate to inform Council.
- f) The Townships secretary or designate shall post end notification on the Townships website and social media platforms in as simple of wording as possible.



Township of Horton Policy and Procedures			
<b>SECTION:</b> Transportation		<b>POLICY #:</b> T-06	
<b>POLICY:</b> Winter Maintenance and Salt Management			
<b>DATE:</b> 2023	<b>REV. DATE:</b>	<b>COVERAGE:</b> All Employees	<b>PAGE #:</b> Page 32 of 33

**42. Significant Weather Event Declaration Template**

**The Township of Horton**

**Declaration of Significant Weather Event**

Date: \_\_\_\_\_

Time: \_\_\_\_\_

After reviewing weather reports that the Township of Horton subscribes to and observing the current weather conditions, the Township is declaring a significant weather event in the municipality, as defined within the Minimum Maintenance Standards Regulation O.Reg..239/02.

A “significant weather event” means an approaching or occurring weather hazard with the potential to pose a significant danger to users of the highways (roadways) within a municipality.

During the significant weather event, the Township of Horton is advising motorists and residents to use extra caution as the municipality may not be able to meet its maintenance standards due to the extreme weather conditions expected.

This declaration will not change how or when the municipality performs its winter maintenance operations. However, it may take the municipality longer than usual to bring the roads back to a state of repair. Public safety is the Municipality’s top priority. The Township will continue to diligently monitor weather conditions and notify the public when the significant weather event has ended

Please contact the Township office during regular business hours at 613-432-6271 or the Public Works Superintendent at 613-433-2527 if you have serious concerns during this significant weather event.



Township of Horton Policy and Procedures			
<b>SECTION:</b> Transportation		<b>POLICY #:</b> T-06	
<b>POLICY:</b> Winter Maintenance and Salt Management			
<b>DATE:</b> 2023	<b>REV. DATE:</b>	<b>COVERAGE:</b> All Employees	<b>PAGE #:</b> Page 33 of 33

**43. Termination of Significant Weather Event Template**

**The Township of Horton  
Termination of Significant Weather Event**

Date: \_\_\_\_\_

Time: \_\_\_\_\_

After reviewing weather reports that the Township of Horton subscribes to and observing the current weather conditions, the Township has declared the significant weather over within the municipality, as defined within the Minimum Maintenance Standards O.Reg.239/02.

The Township is still advising its residents to use extreme caution when traveling as this declaration does not imply the roads are in a full state of repair as per the minimum maintenance standards

Please contact the Township office during regular business hours at 613-432-6271 or the Public Works Superintendent at 613-433-2527 if you have any concerns regarding this declaration.





## Township of Horton COUNCIL / COMMITTEE REPORT

<b>Title:</b>  <b>GICB Application and Design Stage II</b>	<b>Date:</b>	<b>January 10<sup>th</sup>, 2023</b>
	<b>Council/Committee:</b>	<b>Council</b>
	<b>Author:</b>	<b>Adam Knapp, Public Works Manager</b>
	<b>Department:</b>	<b>Recreation</b>

### **RECOMMENDATIONS:**

**THAT** Council agree with Staff recommendation to proceed with the detailed design and GICB application phases of RFP 2022-01 GICB application and design, totaling \$53,850.15 including HST, and that this be funded from the Working Funds Reserves.

### **BACKGROUND:**

This information had been brought previously to both Transportation and Environmental Services Committee and Recreation Committee for review and approval. Due to election timelines, it is now coming to Council for ratification.

The Green and Inclusive Community Buildings (GICB) program is a national merit-based program with the objective of improving the availability and condition of community buildings in Canadian communities experiencing higher needs and who are currently underserved. Eligible retrofits must include green retrofit measures, and where applicable must include measures that increase the overall accessibility and/or safety of the building. Green retrofit measures are those that renovate, upgrade, and/or repair aspects of a physical building in a way that improves environmental outcomes. The GICB program has targets of 10%, up to preferably 25% or more, of energy savings and green house gas reductions.

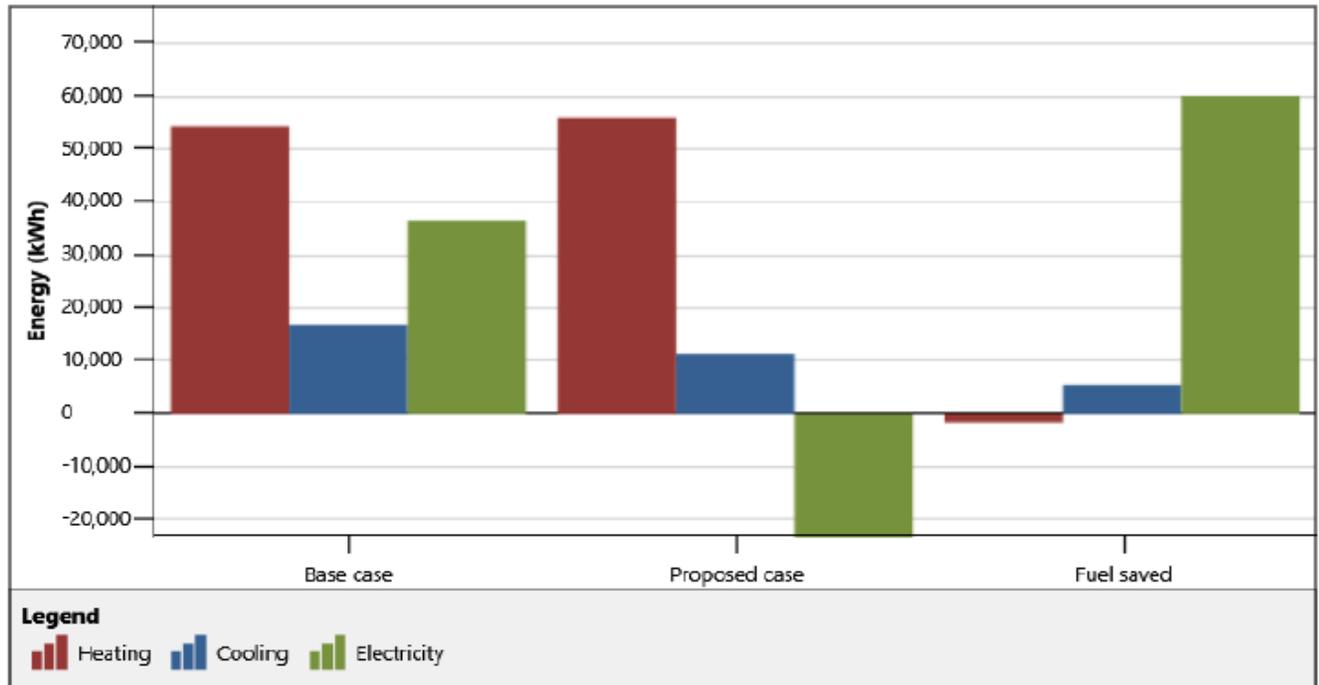
The recommended energy saving measures have been chosen based on the objectives of the Green and Inclusive Community Buildings program. The measures are described in detail below, including which criteria of the GICB program are met by the specific measure and the applicable payback years. Costing noted below is rough order-of-magnitude costing for comparative purposes only and does not include costs such as project administration costs, inflation due to supply chain interruptions.

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Recommended Measures	Capital Cost (\$)	Justification	Simple Payback Years
Community Center Lighting Replacements Replace light fixtures with LED, provide new occupancy/dimming controls in Offices, Washrooms and Main Hall area	\$50,000	Energy savings/greenhouse gas reduction	25
Community Center A/C to Heat Pumps	\$20,000	Energy savings/greenhouse gas reduction	9
Community Center Furnace Controls	\$2,500	Energy savings/greenhouse gas reduction	11
Community Center Emergency Shelter Washrooms	\$460,000	Improved accessibility and improved climate resiliency	N/A
Arena Change Room Lighting Replacements Replace with LED fixtures, provide occupancy controls	\$9,000	Energy savings/greenhouse gas reduction	29.3
Arena Lighting Replacements Replace with LED fixtures, provide occupancy/dimming controls	\$29,960	Energy savings/greenhouse gas reduction	9.8
Solar PV System	\$55,900	Energy savings/greenhouse gas reduction	9.8
Structural Wind Resistance Retrofits	\$75,000	Climate Resiliency	N/A
<b>Estimated renovations and retrofits cost</b>	<b>\$702,360</b>		

The energy audit and key findings from the proposed renovations and retrofit predict the following energy savings and greenhouse gas reductions.

### Energy savings



Energy	Heating kWh	Cooling kWh	Electricity kWh	Total kWh
Base case	54,200	16,687	36,550	107,437
Proposed case	55,997	11,339	-23,549	43,787
Fuel saved	-1,797	5,348	60,099	63,650
Fuel saved - percent	-3.3%	32%	164%	59.2%

	Fuel consumption kWh	Fuel cost \$	GHG emission tCO <sub>2</sub>
Base case	107,437	12,113	36.8
Proposed case	43,787	-505	7.3
Savings	63,650	12,619	29.5
%	59.2%	104%	80.2%

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Horton Township had the highest growth of all the municipalities in Renfrew County between 2011 and 2016. The population grew 6.2%, from 2719 to 2887 residents and increased to a 10.2% growth rate from 2016 to 2022 with a current population of 3182 residents. The population growth is predicted to continue driven by increased access due to the widening of Highway #17 and increased broadband and cell access supporting remote working. The increased growth embraces a need for more community support from the existing community center

These findings leave staff to conclude that the proposed project fits the scope and intent of the GICB program and is a worthy venture with substantial probability of securing funding. At minimum the Township shall have shovel ready projects for future funding opportunities.

The maximum amount allocated to any retrofit project under this program will be \$250,000 in grant funding and \$25 million in contribution funding. If successful in securing funding the maximum eligible funding allotment is 80% of the total eligible costs leaving the Township to fund an estimated \$140,472 toward the recommended upgrades and retrofits proposed and the Township may need to carry the cost above the grant funding allotment until we receive the contribution funding.

At This time, Staff recommends proceeding with the detailed design and GICB application phases of RFP 2022-01 GICB application and design, totaling \$53,850.15 including HST, and that this be funded from the Working Funds Reserves.

### **ALTERNATIVES:**

Not proceed with the detailed design work.

### **FINANCIAL IMPLICATIONS:**

\$53,850.15 including HST to be funded from the Working Funds Reserves and will be included in the 2023 Budget.

### **ATTACHMENTS:**

Available upon request - Horton Township - Energy Audit - Summary Report

### **CONSULTATIONS:**

JP2G Consultants Inc.

**Prepared by:** Adam Knapp, Public Works Manager

**Reviewed by:** Hope Dillabough, CAO/Clerk

Township Of Horton

**OCTOBER - DECEMBER 2022 BUILDING REPORT**

Month	No. of Permits	2022 Value of Permits	2021 Value of Permits	2020 Value of Permits	Renos/Add Comm/Res	Garages/Storage Bldg Comm/Res	New Res	New Comm	Demos	Total SQ. FT	Stop Work Orders Issued
January	0	\$0	\$ -	\$ 310,000						-	0
February	6	\$1,635,000	\$ 785,000	\$ -		3	3			11,911	0
March	5	\$1,083,200	\$ 1,340,000	\$ 40,000		4	1			5,683	0
April	6	\$879,000	\$ 2,291,300	\$ 1,150,000		5	1			10,453	0
May	10	\$1,765,000	\$ 1,391,000	\$ 1,176,000		9	1			25,991	0
June	13	\$2,220,400	\$ 348,000	\$ 956,000	6	3	4			21,752	0
July	8	\$149,000	\$ 540,000	\$ 938,000	3	5				2,760	0
August	3	\$641,000	\$ 1,355,000	\$ 775,500		2	1			4,341	0
September	6	\$1,500,000	\$ 1,021,000	\$ 707,000	2	1	3		1	10,676	0
October	8	\$825,000	\$ 996,000	\$ 724,500	3	4	1			7,154	1
November	0	\$0	\$ 3,130,500	\$ 400,000						-	0
December	0	\$0	\$ 80,000	\$ 162,000						-	0
<b>TOTALS</b>	<b>65</b>	<b>\$10,697,600</b>	<b>\$ 13,277,800</b>	<b>\$ 7,339,000</b>	14	36	15	0	1	100,721	1

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## Open Planning Files as of January 6, 2023

File Name	File No.	No. of Severances	Date Rec'd by County	Date Deemed Complete by County	Date Rec'd by Township	Date of Last Item Sent to County	Status of File
2497095 Ontario Inc (Corey Scheel)	B79/19	1	03-Oct-19	Oct 3, 2021 but signed Oct 30, 2019	04-Nov-19	20-Feb-20	No movement on File - Waiting for notice of decision from County
2497095 Ontario Inc (Corey Scheel)	B62/19	1	30-Jul-19	30-Jul-19	01-Aug-19		No movement on File- Waiting for notice of decision from County
Sullivan Holdings (Arnprior) Inc	B163/21	1	27-Sep-21	Sept 27, 2021 but signed Dec 3	08-Dec-21	11-Jan-21	Notice of Decision rec'd April 27- applicant to complete conditions
Ron & Shirley Kasaboski	B158/21	1	20-Sep-21	Sept 20, 2021 but signed Nov 18	08-Dec-21	20-Dec-21	Notice of Decision rec'd April 27 -Applicant to complete conditions
Joran Graham	B79/21 B80/21	2	14-May-21	01-Jun-21	19-Jul-21	11-Aug-21	Notice of Decision rec'd April 4 -Applicant to complete conditions
Klaas & Johanna de Vries	B155/21 B156/21 B157/21	3	10-Sep-21	Sept 10, 2021 but signed Dec 3	06-Dec-21	11-Jan-22	Notice of Decision rec'd April 7 - Applicant to complete conditions
Jennifer Armstrong	B127/21	1	03-Aug-21	Aug 3, 2021 but signed Oct 17	29-Nov-21	21-Dec-21	Notice of Decision rec'd March 9 -Applicant to complete conditions
Jamie Eady	B139/21 B140/21 B141/21 B142/21	4	13-Aug-21	Aug 13, 2021 but signed Nov 3	04-Nov-21	25-Nov-21	Notice of Decision rec'd May 4 -Applicant to complete conditions
David & Linda Schinkel	B34/22 B35/22 B36/22	3	28-Feb-22	Feb 28, but signed May 31, 2022	15-Jun-22	15-Jul-22	Notice of Decision rec'd Nov 4 - applicant to complete conditions
Michael Leblanc & Agatha Sebastian	B120/22	1	07-Jun-22	07-Jun-22	14-Jun-22	20-Jun-22	Notice of Decision rec'd September 8- applicant to complete conditions
Marc Hamel & Michelle Groleau	B49/22 B50/22 B51/22	3	08-Mar-22	March 8, 2022 but signed June 16, 2022	23-Jun-22	15-Jul-22	Notice of Decision rec'd Oct 26 - applicant to complete conditions
Melvyn Mielke	B12/22	1	21-Jan-22	20-Apr-22	21-Apr-22	12-May-22	Notice of Decision rec'd August 19- applicant to complete conditions
Cobus Homes Inc	B16/22 B17/22 B18/22	3	28-Jan-22	Jan 28, 2022 but signed April 25	28-Apr	12-May-22	Applicant completed all conditions - Certificate of Approval to be issued

## Open Planning Files as of January 6, 2023

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File Name	File No.	No. of Severances	Date Rec'd by County	Date Deemed Complete by County	Date Rec'd by Township	Date of Last Item Sent to County	Status of File
Douwe Bakker	B121/21 B122/21	2	28-Jul-21	July 28, 2021 but signed Oct 19	25-Oct-21	02-Nov-21	Waiting on planning report and notice of decision from Cty - applicant to provide Cty with info
Douwe Bakker	B123/21 B124/21 B125/21 B126/21	4	28-Jul-21	July 28, 2021 but signed Oct 19	25-Oct-21	02-Nov-21	Amended Applications rec'd Dec 5/22 & B124 Abandoned
Eric & Marion Draper	B111/21 B112/21 B113/21	3	July 7, 2022 Amended Feb 7/22 & Mar 21, 2022	July 7, 2021 but signed Sept 29	07-Oct-21	21-Oct-21	Notice of Decision rec'd July 14 - applicant to complete conditions
Jamie Prince & Tina Hunt	B188/21 B189/21 B190/21	3	18-Nov-21	Nov 18, 2021 but signed Mar 29, 2022	31-Mar-22	06-Apr-22	Notice of Decision rec'd Nov 24 - applicant to complete conditions
Jan de Bruyn	B27/22	1	14-Feb-22	11-May-22	12-May-22	25-May-22	Notice of Decsion rec'd September 9- applicant to complete conditons
Eric & Marion Draper	B58/22 B59/22	2	06-May-22	22-Jun-22 07-Jul-22	22-Aug-22	25-Aug-22	Notice of Decision rec'd Nov 2 - applicant to complete conditions
Bernard & Lydia Pleau	B74/22	1	12-Apr-22	12-Apr-22	22-Aug-22	13-Sep-22	Notice of Decision rec'd Nov 2 - applicant to complete conditions
Thompson's Septic Pumping	B67/22 B68/22 B69/22	3	25-Mar-22	25-Mar-22	08-Aug-22	13-Sep-22	Notice of Decision rec'd Oct 21 - applicant to complete conditions
Ila Ferguson	B104/22 B105/22 B106/22	3	19-May-22	17-Jun-22	15-Sep-22	27-Sep-22	Notice of Decision rec'd Nov 29 - applicant to comeplete conditions
Danny Leblanc & Karen Sholea	B124/22 B125/22	2	15-Jun-22	15-Jun-22	18-Oct-22	04-Nov-22	Municipal documents sent to Cty
Darcy & Cheryl Warren	B178/22 B179/22	2	06-Oct-22	06-Oct-22	14-Dec-22		Waiting for Septic Fees to be paid
Dan & Lyn Ripley	B183/22	1	17-Oct-22	17-Oct-22	15-Dec-22	19-Dec-22	Municipal documents sent to Cty

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## Open Planning Files as of January 6, 2023

File Name	File Type	File Status
Eric & Marion Draper	Zoning By-law Amendment	Application rec'd and sent to Cty
Lydia Pleau	Zoning By-law Amendment	Application rec'd and sent to Cty
John Humphries & Susan Wicks	Minor Variance	Appeal Period Complete Jan 9/23
Morris Eady	Minor Vairance	Council to have site visit and public meeting - No movement on file since 2021

Closed Consent Files 2021-2022	
Fred Hansma & Debbie Shepherd	B55/21
Eric Draper	B54/21
Sharon Nolan	B02/21
Robert Pagowski & Cara Thompson	B17/21
Renfrew Golf Club	B99/21



## Township of Horton COUNCIL / COMMITTEE REPORT

<b>Title:</b>  Planning Services Agreement County of Renfrew	<b>Date:</b>	January 10, 2023
	<b>Council/Committee:</b>	Council
	<b>Author:</b>	Hope Dillabough, CAO/Clerk
	<b>Department:</b>	Planning

### RECOMMENDATIONS:

THAT Council direct staff to proceed with entering into a Planning Services Agreement with the County of Renfrew;

AND THAT this be brought back, at a future meeting, to Council by By-Law for formal adoption.

### BACKGROUND:

Staff from the County of Renfrew attended the December 6<sup>th</sup>, 2022, Council Meeting as a delegation to review the County's Planning Department, status of consent applications, general inquiries and Zoning By-Law amendments as well as to discuss the draft Planning Services Agreement. Staff have provided the draft agreement attached to this report. This has also been discussed several times with the past term of Council.

The term of the agreement shall be for three (3) years commencing on the effective date of enactment and can be automatically renewed for another three (3) years on the anniversary date of each three (3) year term if no termination is made by either party. Either party may terminate the agreement once enacted with six (6) months written notice.

Core Planning Services to be provided are detailed in Sections five (5) through nine (9) of the Agreement. One item to highlight is in Section 5 j) is the provision of a Planning Staff to have monthly office hours in the Township office. This is for the purpose of being able to answer ratepayer's questions, staff inquiries etc. in conjunction with working on Township files.

Staff have seen the County progress in their workload and create efficiencies in dealing with various planning files as it pertains to the Township. It's staff's recommendation to enter into the Planning Services Agreement with the County of Renfrew, which in-turn will alleviate some of the workload within this office.

**ALTERNATIVES:** Not enter into an agreement.

**FINANCIAL IMPLICATIONS:** There would be no additional financial implications at this time other than potential mileage for County Staff to be in the office once a month or every few months.

**ATTACHMENTS:** Draft Planning Services Agreement with the County of Renfrew.

**Prepared by:** Hope Dillabough, CAO/Clerk

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**PLANNING SERVICES AGREEMENT**

**MEMORANDUM OF AGREEMENT** effective this \_\_\_ day of \_\_\_\_\_, 2023

**BETWEEN:**

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

- and -

**THE CORPORATION OF THE MUNICIPALITY OF HORTON**  
(hereinafter called "**HORTON** ")

**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. Horton 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. Horton 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. Horton 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 Horton 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 Horton.

**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 Horton 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.

- (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 Horton 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 Horton, the public, the development industry, and Municipal Council and Committees regarding land use planning matters generally within Horton.
  - (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 Horton 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 Horton will be served appropriately from a planning standpoint.
- (f) Regular consolidation of Official Plans and Zoning By-Laws of Horton to reflect recent amendments.
- (g) Where a decision of Horton 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 Horton (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 Horton under appeal coincided with the recommendation of Planning Staff.
  - (iii) In cases where the decision of Horton under appeal did not coincide with the recommendation of Planning Staff, no Consultant will be recommended or retained by the County Planning Division as set out in section 11 of this Agreement and it may be necessary for Horton, at its discretion, to procure its own witness to provide planning evidence and Horton hereby acknowledge that Planning Staff may be summoned before a court or tribunal of competent jurisdiction to

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give evidence of the recommendation that was forwarded and not accepted by Horton.

Should the above referenced situation arise, Horton 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. Horton hereby acknowledges and agrees that Planning Staff are required to adhere to OPPI standards and properly issued subpoenas in this regard.

- (h) Providing availability (based from the County Administration Building) during regular business hours to respond to in-person, telephone and e-mail inquiries from Horton staff, the public and the development industry. Planning Staff will respond to inquiries in a timely manner.
- (i) Providing Planning Staff office hours in Horton 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. Horton 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. \*\*Fee for this service is for mileage only, calculated from the County Administration Building to the Township office. An hourly rate or fee will not apply to amount of hours spent at the Horton Office. County planning work while at the Horton Office may not exclusively be devoted to Township matters/applications.
- (j) Assignment of a Primary Planner to Horton by the Director of Development and Property, to serve as the regular point of contact for Horton, who is normally responsible for the Planning Services outlined in this Agreement for Horton. 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 Horton. 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.
  - (k) 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 Horton 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.
  - (l) Preparing annual summary reports for the Council of Horton which outlines the Planning Services provided to the municipality.
  - (m) Providing zoning related support to Horton 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 Horton and the Planning Division shall use reasonable efforts to cooperate with and accommodate the scheduling requests of Horton.
- 7. Horton 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. Horton 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.

### 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 Horton 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 Horton and the Planning Division shall use reasonable efforts to cooperate with and accommodate the scheduling requests of Horton. 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. Horton 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;

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- (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 Horton 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 Horton. 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 Horton 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).

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

#### **Local Municipality Responsibilities**

- 13. Horton 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;
  - (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, Horton warrants that where local municipal staff assistance is required for the implementation of Planning Services, Horton shall provide the Primary Planner with necessary staff assistance.

However, and despite the foregoing, assistance with respect to any of the responsibilities of Horton 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 Horton'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 Horton and County Council to advocate for a particular position relating to a land use planning matters and the potential for County Council and Horton's Council to take opposing positions.

#### **Local Integration**

15. When Planning Staff attend office hours in Horton as set out in section 5(h) of this Agreement, Planning Staff shall make reasonable efforts to function in an integrated manner with the day-to-day staffing of Horton, with the same hours as the Horton 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**

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

#### **By County**

21. The County may terminate this Agreement at any time without cost or penalty upon

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providing six (6) months written notice to Horton.

#### Due to Dissolution

22. In the event Horton 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 required or desirable to give effect to the terms of this Agreement.

#### Amendment and Waiver

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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 Horton 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 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

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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. Horton 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

Township of Horton

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Jason Davis  
Director of Development and Property

---

David M. Bennett  
Mayor

---

Hope Dillabough  
CAO/Clerk

---

Date  
(SEAL)

---

Date  
(SEAL)

Schedule "A"

Horton Office Hours Schedule:

\*To be added/discussed



## Township of Horton COUNCIL / COMMITTEE REPORT

<b>Title:</b>  County of Renfrew Flood Hazard Identification and Mapping Funding Application	<b>Date:</b>	January 10 <sup>th</sup> , 2023
	<b>Council/Committee:</b>	General Government
	<b>Author:</b>	Hope Dillabough
	<b>Department:</b>	Administration

### RECOMMENDATIONS:

THAT Council of the Township of Horton direct Staff to draft a Letter of Support to the County of Renfrew confirming Horton's participation in the Flood Hazard and Mapping Funding Application.

### BACKGROUND:

The Township of Horton, among many other municipalities, experienced extreme flooding in both 2017 and 2019 that exceeded the current flood plain mapping available. The flooding in 2019 surpassed 2017 which resulted in a declared emergency by the Township, the County of Renfrew and the Province of Ontario. The Government of Canada is investing over \$63.8M in it's Flood Hazard Identification Mapping Program (FHIMP) to help Canadians better plan and prepare for potential future flooding events. In partnership with provincial and territorial governments, the FHIMP strives to complete the flood hazard maps of higher risk areas in Canada and make this flood hazard information accessible. These maps will inform decision making in support of flood mitigation, adaptation to a changing climate, resilience building, and protection of lives and properties. FHIMP is one of the many measures the Federal Government is pursuing to increase the resiliency of Canadians in the face of the rising frequency and costs of flooding events and other climate-related disasters. This is an important first step in having a formalized picture of flooding and implications of high water.

The County of Renfrew took the lead on making an application for funding through FHIMP and included municipalities that have any affected shoreline like the Township of Horton (Bonnechere River and the Ottawa River). The County was successful in their application. The funding secured was \$150,000, with the Federal Government covering 50%, the County of Renfrew covering \$15,000 and the remainder balance of \$60,000 will be covered among the participating municipalities. The county estimated percentages of shorelines for each municipality, and as below, please see the estimated cost modeling:

Municipality	Percentage of Shoreline	Money based on remaining \$60,000
Admaston/Bromley	5.14%	\$3,083
Algonquins of Pikwakanagan	0.88%	\$529
Arnprior	2.01%	\$1,207
Bonnechere Valley	7.77%	\$4,660
Horton	8.54%	\$5,126
Killaloe, Hagarty & Richards	7.63%	\$4,580

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Laurentian Valley	3.42%	<b>\$2,051</b>
McNab/Braeside	8.48%	<b>\$5,091</b>
North Algona Wilberforce	9.76%	<b>\$5,853</b>
Pembroke	1.76%	<b>\$1,056</b>
Petawawa	9.58%	<b>\$5,749</b>
Renfrew	1.43%	<b>\$859</b>
Whitewater Region	33.59%	<b>\$20,155</b>

The County requires letters of support from each municipality to ensure that all those listed will be participating in the program. It's important to highlight that even though we offer a letter of support, each municipality, including the County of Renfrew, will still have to bring this back to each respective Council for further approval once a Request for Proposal is issued and proposals received back with defined costing. The final number may fluctuate slightly based on final costing quote and dependent upon all municipalities signing onto the project.

**ALTERNATIVES:** Not be part of this funding application.

**FINANCIAL IMPLICATIONS:** The County of Renfrew has stated that municipalities can pay over a two-year period. At this time, the budget for 2023 and 2024 would be estimated at \$2563.00 and would be funded from the Emergency Management Operating Budget.

**Prepared by:** Hope Dillabough, CAO/Clerk

**Reviewed by:** Steve Osipenko, CEMC



## Township of Horton COUNCIL / COMMITTEE REPORT

<b>Title:</b>  Post-Election Accessibility Report	<b>Date:</b>	January 10, 2023
	<b>Council/Committee:</b>	General Government
	<b>Author:</b>	Nikky Dubeau, Executive Assistant
	<b>Department:</b>	Administration

### RECOMMENDATIONS:

That Council receives the Post-Election Accessibility Report for the 2022 Township of Horton Municipal Election.

### BACKGROUND:

The Municipal Elections Act was amended to include the following clauses, as they relate to candidates and voters with disabilities:

#### 12.1 (1) Electors and Candidates with Disabilities

A Clerk who is responsible for conducting an election shall have regard to the needs of electors and candidates with disabilities. 2009, c. 33, Sch. 21, s. 8 (8).

#### 12.1 (2) Report

Within 90 days after voting day in a regular election, the clerk shall submit a report to council about the identification, removal and prevention of barriers that affect electors and candidates with disabilities. 2009, c. 33, Sch. 21, s. 8 (8).

### REMOVAL AND IDENTIFICATION OF BARRIERS:

- The Township used the “Vote By Mail” system for the 2022 Municipal Election.
- Reviewed accessibility of voting station, where residents could come to complete their “Vote By Mail” ballots, to ensure that it was completely accessible

### Information and Communications:

- Ensured that all information was made available to candidates and voters in alternate formats upon request.
- All relevant information was posted to the Township’s website.
- Provided candidates with information regarding campaign expenses and rules related to candidates with disabilities (the AMCTO’s Candidate’s Guide to Accessible Elections).

### Voting Locations:

- In order to ensure accessibility standards were met, a site inspection was conducted at the Municipal Office where voting stations were set up, as well as where the ballot counting occurred;

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- Accessible parking signage and spots are designated in the municipal parking lot for electors/workers that required them;
- The main door at the municipal office has an accessible device to open and close the door;
- Magnifying sheets were provided at the Ballot Marking Stations if anyone required such as well as wheelchair accessible stations.

**Staff Training:**

- Election staff were trained on the election process and how to identify when an elector needed assistance.
- Staff participated in a post-election discussion to review the election process and areas to improve for the next election.

**ALTERNATIVES:** N/A**FINANCIAL IMPLICATIONS:** N/A**CONSULTATIONS:** N/A**ATTACHMENTS:** N/A

*Prepared by: Nikky Dubeau*  
*Reviewed by: Hope Dillabough*



## Township of Horton COUNCIL / COMMITTEE REPORT

<b>Title:</b>  Five-Year Strategic Plan Request for Proposal	<b>Date:</b>	January 10 <sup>th</sup> , 2023
	<b>Council/Committee:</b>	General Government
	<b>Author:</b>	Hope Dillabough
	<b>Department:</b>	Administration

### **RECOMMENDATIONS:**

THAT Council of the Township of Horton direct Staff to prepare and issue a Request for Proposal (RFP) for the provision of Consulting services for the development of a 5-year Corporate Strategic Plan.

### **BACKGROUND:**

#### **What is a Strategic Plan and Why Does it Matter?**

Strategic Planning is an interactive exercise of determining a municipality's long-term collective visions, goals and objectives that includes the development of an action plan on how to achieve them over a determined amount of time. It provides framework for the focus and the measurement of a municipality's overall effectiveness. It's one of the most imperative tools that we can use to bring together Council, Staff and members of the community to develop a common and shared vision, goals and direction for the Township of Horton. The context of a strategic plan is a vital component of organizational achievement which aligns with increased demands and decreasing resources within the municipal organization. We need to develop a plan that addresses the increase in demand for services but also determine how best to maximize our resources. An effective strategic plan can be used to inform daily management decisions and focus on performance, operations and resource allocation.

The Township continues to be faced with an increasing demand for quality services and improved infrastructure in the face of limited growth in the municipal tax base, increased standard requirements with no offsetting revenue, and decreasing funding opportunities from provincial and federal government. This presents continual challenges on the Township's ability to respond to these service levels. Council's continued goal to keep the tax requirement on residents and businesses to a minimum while maximizing its services continues to be a significant challenge. A Strategic Plan, once established, will guide, and help us the next 5 years to ensure we can continue to provide these efficient services through sound and collaborative decision-making. It should become our key focus on activities and resource allocation, therefore operating and capital budget development become an integral part of the process also.

To summarize, the following are key reasons for developing a Strategic Plan:

- To establish a collective vision;
- To plan for the future;
- To maximize resources; and
- To communication priorities.

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Staff requests that the Township initiate a Request for Proposal to engage a 3<sup>rd</sup> party consulting firm or individual with extensive, direct experience in municipal organizations and operations of municipalities to provide consulting services for the development of a Strategic Plan.

The Township would seek proposals to assist in the development of a Corporate Strategic Plan that will allow the Township to strategically manage the direction of this term of Council and beyond by engaging Council, staff and other key stakeholders as well as a public consultation process in development of the plan.

The Consultant's scope of work would be to facilitate and conduct the entire strategic planning process for the Township with the assistance of Council and Senior Staff, and shall deliver on the following:

- Lead the new term of council with a municipal strategic planning process that will develop 5-year implemental municipal strategic framework; provide training, tools/templates (i.e. SWOT Analysis – Strengths, Weaknesses, Opportunities and Threats, key performance measurements etc.) that will facilitate ongoing planning, collaboration and responsive management to align and integrate strategic initiatives;
- Define clear priorities;
- Examine the important issues and opportunities in the Township;
- Engage with citizens, service clubs/groups and other external stakeholders (including business and community stakeholders) through surveys, public consultation and/or focus groups;
- Foster public support through enhanced communication (i.e. Township website, newspaper, and social media platforms).

Once the plan has been established and adopted by Council, it will act as a living document that should be reviewed on an annual basis and make changes where/when needed to maintain our visions, goals and objectives.

**ALTERNATIVES:** N/A

**FINANCIAL IMPLICATIONS:** Staff is recommending that upon reviewing the proposal submissions and depending upon cost, it be planned to be funded from the Modernization Reserves. Once the proposals have been received and evaluated, a further report will be brought forward for Council consideration.

**Prepared by:** Hope Dillabough, CAO/Clerk



## Township of Horton COUNCIL / COMMITTEE REPORT

<b>Title:</b>  <b>2022 COUNCIL REMUNERATION</b>	<b>Date:</b>	January 10, 2023
	<b>Council/Committee:</b>	Council
	<b>Author:</b>	Nathalie Moore, Treasurer
	<b>Department:</b>	General Government

### **RECOMMENDATIONS:**

**THAT** Council accepts the Council Remuneration Report for the year ending December 31, 2022 as presented.

### **BACKGROUND:**

The Municipal Act 2001, c.25 Section 284 requires that Council adopt a statement of Council remuneration and expenses by March 31 each year for the previous year. The statement is attached as Appendix "A".

**ALTERNATIVES:** N/A

**FINANCIAL IMPLICATIONS:** N/A

**CONSULTATIONS:** N/A

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

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## 2022 STATEMENT OF COUNCIL REMUNERATION AND EXPENSES

(costs are net of GST/HST rebate)

<u>MEMBERS OF COUNCIL</u>	<u>REMUNERATION</u>	<u>BENEFITS</u>	<u>CONFERENCE EXPENSES</u>	<u>TRAVEL EXPENSE</u>	<u>TOTAL</u>
BENNETT, Dave - Councillor/Mayor	25,924.55	<b>7,130.67</b>	0.00	0.00	33,055.22
CAMPBELL, Glen - Councillor/D Mayor	18,523.44	2,008.64	0.00	0.00	20,532.08
CLEROUX, Lane - Councillor (10.5 months)	16,170.10	1,746.34	0.00	0.00	17,916.44
HUMPHRIES, Douglas - Councillor	18,523.44	1,110.38	0.00	0.00	19,633.82
PROCTOR, Daina - Councillor (1.5 months)	2,353.34	229.33	0.00	0.00	2,582.67
WEBSTER, Tom - Councillor	18,523.44	2,008.64	1,747.41	0.00	22,279.49
	<u>\$100,018.31</u>	<u>\$14,234.00</u>	<u>\$1,747.41</u>	<u>\$0.00</u>	<u>\$115,999.72</u>

This statement is in accordance with the Municipal Act 2001, S.O. 2001, c. 25 Section 284 and Township By-Law 2018-53 plus annual COLA adjustments.

**\*\*Mayor's benefits of \$4,555.80 are self paid**

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## Township of Horton COUNCIL / COMMITTEE REPORT

<b>Title:</b>  Cost of Living Adjustment (COLA) Employee Adjustment	<b>Date:</b>	January 10 <sup>th</sup> , 2023
	<b>Council/Committee:</b>	General Government
	<b>Author:</b>	Hope Dillabough
	<b>Department:</b>	Administration

### **RECOMMENDATIONS:**

THAT Council approve a 3% Cost of Living Adjustment for Employees in 2023;

AND THAT Community Emergency Management Coordinators be included and receive a 3% COLA Adjustment;

AND FURTHER THAT the updated Employment By-Law be brought forward for adoption at the next Regular Council Meeting.

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

### **BACKGROUND:**

As per Policy B-05 'Revisions of Employment By-law' annually, Council passes an Employment by-law to establish the Pension, Benefits, LTD, Employee Assistance Plan, Paid Holidays, Mileage, Footwear Allowance, and the Rates of pay for staff. Council also annually adopts the Cost of Living Increase as published by Statistics Canada, the Consumer Price Index (CPI). The CPI increase for the last 12 months (October 2021 - October 2022) is 6.9%. The CPI measures changes in the average price of products and services typically consumed by Canadian families. It also assists in keeping salary gaps from widening further. It is critical to consider these pressures as part of the COLA.

After consultation with several surrounding municipalities, we are seeing a range of COLA Adjustments from 3%-6.9%. This range has to do with the CPI period that the municipalities are using to substantiate their COLA data, as well as any corporate policies and collective agreements with unions.

Here are the following various municipal proposals:

Admaston/Bromley – 3%  
 Bonnechere Valley – 5%  
 Greater Madawaska – 3%  
 Laurentian Valley – 6.9%  
 McNab/Braeside – 3%  
 Petawawa – 6.9%  
 Whitewater Region – 3.5%

**RETURN TO AGENDA**

In 2021/2022, the Township undertook a Pay Equity Review where the pay grids were aligned to be competitive with our comparators. Staff feels it's important to ensure COLA adjustments are done annually to ensure that our updated salary grid remains competitive to ensure staff retention not to mention adhere to Township policy. Our main comparators are Greater Madawaska, Admaston/Bromley, McNab/Braeside and Whitewater Region.

The way the Township policy reads is that the Cost of Living Adjustment should reflect what is published by Statistics Canada which is the 6.9% increase.

Staff is recommending a 3% COLA Adjustment effective January 1<sup>st</sup>, 2023 and will be reflected in the attached Draft Employment By-Law # 2023-05.

**ALTERNATIVES:** Follow policy and adjust the Cost of Living, as per the Statistics Canada publication at 6.9 %

**FINANCIAL IMPLICATIONS:**

There are currently sufficient funds within the 2023 Draft Budget to cover the COLA increase of 3% for 2023 salaries and would represent an estimated \$17,500 impact to the levy which reflects less than a 1% levy increase.

COLA %	Budget Impact (Estimate)
3%	\$17,500
4%	\$23,370
5%	\$29,190
6%	\$34,928
6.9%	\$40,204

**ATTACHMENTS:** DRAFT Employment By-Law 2023-XX including a 3% COLA

**CONSULTATIONS:** Statistics Canada, Treasurer Nathalie Moore and several municipalities within the County of Renfrew.

**Prepared by:** Hope Dillabough, CAO/Clerk

**Reviewed by:** Nathalie Moore, Treasurer

Statistique Canada

# Consumer Price Index, October 2022

Text - Selected

Tables

Related information

Release schedule

Previous release

PDF (261

KB)

Released: 2022-11-16

## Consumer Price Index

October 2022

**6.9%** ↑

(12-month change)

Source(s): Table [18-10-0004-01](#).

The Consumer Price Index (CPI) rose 6.9% year over year in October, matching the increase in September. Faster price growth for gas and mortgage interest costs were moderated by slowing price growth for food.

Excluding food and energy, prices rose 5.3% year over year in October, following a gain of 5.4% in September.

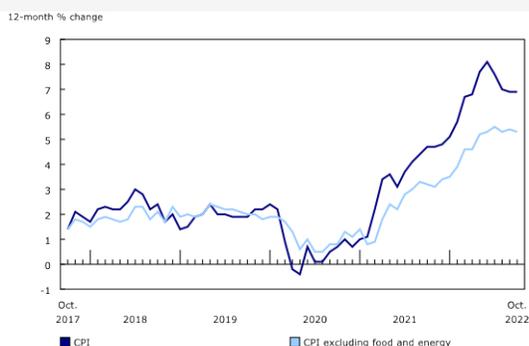
In October, higher prices at the gas pump put upward pressure on the all-items CPI. Additionally, Canadians renewed or initiated mortgages at higher interest rates, which led to acceleration in the Mortgage Interest Cost Index. Offsetting the upward pressure was slower price growth on a year-over-year basis for natural gas and groceries, particularly prices for fruit, vegetables, and meat.

On a monthly basis, the CPI rose 0.7% in October following a 0.1% gain in September, largely driven by increased prices for gasoline. This was the largest monthly increase since June 2022. On a seasonally adjusted monthly basis, the CPI was up 0.6%.

In October, [average hourly wages rose 5.6%](#) on a year-over-year basis, meaning that, on average, prices rose faster than wages. Although Canadians experienced a decline in purchasing power, [the gap was smaller than in September](#).

### Chart 1

12-month change in the Consumer Price Index (CPI) and CPI excluding food and energy



**RETURN TO AGENDA**

## Explore the Consumer Price Index tools

Check out the [Personal Inflation Calculator](#). This interactive calculator allows you to enter dollar amounts in the common expense categories to produce a personalized inflation rate, which you can compare to the official measure of inflation for the average Canadian household — the Consumer Price Index (CPI).

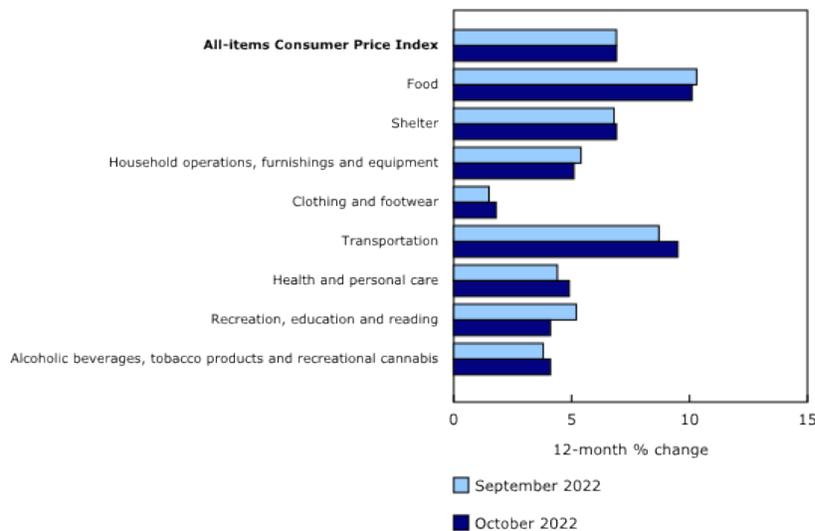
Visit the [Consumer Price Index Portal](#) to find all CPI data, publications, interactive tools, and announcements highlighting new products and upcoming changes to the CPI in one convenient location.

Browse the [Consumer Price Index Data Visualization Tool](#) to access current ([Latest Snapshot of the CPI](#)) and historical ([Price trends: 1914 to today](#)) CPI data in a customizable visual format.

Find the [answers to the most common questions](#) about the CPI in the context of the COVID-19 pandemic and beyond.

### Chart 2

Prices increase at a faster pace in October in five major components



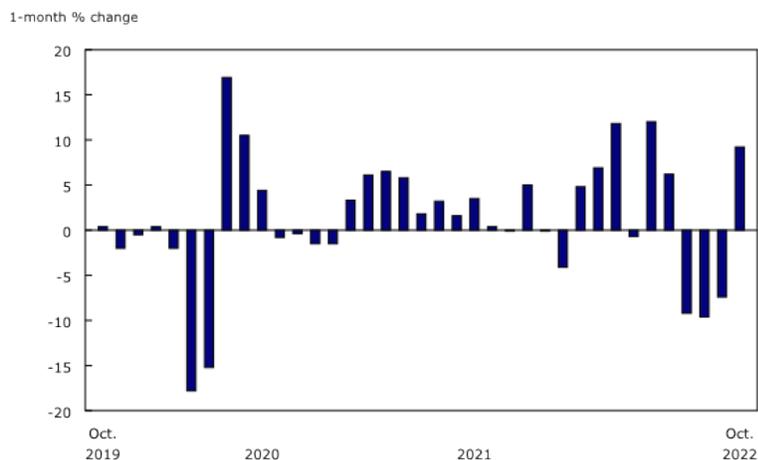
## Gasoline prices increase in October

On a monthly basis, gasoline prices increased 9.2% in October following a decrease in September (-7.4%). The announcement of future oil production cuts by the Organization of the Petroleum Exporting Countries Plus and a weaker Canadian dollar contributed to higher gasoline prices for Canadian consumers.

Gasoline prices rose 17.8% in October compared with October 2021, following a 13.2% increase in September 2022.

### Chart 3

Monthly change in gasoline prices



## Price growth for groceries slows, but remains elevated

Prices for food rose less in October (+10.1%) compared with September (+10.3%) on a year-over-year basis. Prices for meat (+5.5%), fresh fruit (+8.9%), and fresh vegetables (+11.0%) increased at a slower pace in October compared with September, contributing to the deceleration in food prices.

Despite the slowdown in price growth, prices for food purchased from stores (+11.0%) continued to increase at a faster rate year over year than the all-items CPI for the eleventh consecutive month. Canadians paid more for dry or fresh pasta (+44.8%), margarine (+40.4%), lettuce (+30.2%), rice and rice-based mixes (+14.7%), and soup (+18.4%), among other food items.

Prices for some food commodities, such as dairy products (+10.6%) and eggs (+13.8%), increased year over year in October, mainly due to approved producer price increases from their respective governing boards.

## TOWNSHIP OF HORTON

### BY-LAW NUMBER 2023-XX

#### EMPLOYMENT BY-LAW FOR TOWNSHIP OFFICERS AND EMPLOYEES

**WHEREAS** the Council of the Corporation of the Township of Horton deems it advisable to employ Township Officers and Staff under and subject to the provisions of a By-law;

**AND WHEREAS** the Ontario Municipal Act empowers Council to pass such a By-law regulating the appointment, duties and remuneration of such Officers and Staff;

**NOW THEREFORE** the Council of the Corporation of the Township of Horton enacts as follows:

#### ARTICLE 1 - INSURANCE AND HEALTH BENEFITS

##### PART A - Full-Time Employees

1. **Pension**  
The Ontario Municipal Employees Retirement System Pension Plan shall apply as per the OMERS Agreement.
2. **Life Insurance**  
The Employer shall pay 100% of the premiums for Basic Group Life Insurance coverage and Accidental Death or Dismemberment, based on \$100,000.
3. **Extended Health Care**  
The Employer shall pay 100% of the premiums for the Extended Health Care Plan, including a standard Employee Assistance Plan.
4. **Dental Plan**  
The Employer shall pay 100% of the standard dental plan Level III (prior year ODA schedule).
5. **Health Care Spending Account**  
In addition to the Extended Health and the Dental Plan, full-time employees have access to an annual Health Care Spending Account. The Health Care Spending Account is set at \$750.00 annually. This is prorated for new employees.
6. **Optional Life Insurance/Optional Accidental Death & Dismemberment Insurance**  
Employees may participate in an Optional Life Insurance Program and an Optional Accidental Death & Dismemberment Program within the terms and conditions of the policy, provided the employee assumes full responsibility for the premiums.
7. **Long Term Disability Insurance**  
Employees shall pay 100% of the premiums of the Long-Term Disability Benefit.
8. **Employee Assistance Plan**  
The Employer shall pay 100% of the premiums for the Employee Assistance Plan.

**RETURN TO AGENDA**

## **ARTICLE 2 - PAID HOLIDAYS – Full-Time and Part-Time Employees**

Sixteen paid holidays, which include three floating holidays, shall be provided. Specific days are outlined in the Corporate Policies and Procedures Manual.

## **ARTICLE 3 - OTHER ALLOWANCES**

### **1. Mileage Allowance**

The rate per kilometre is to be the same as the County of Renfrew rates and may change throughout the year if the County changes their rates.

### **2. Uniform and Safety Footwear Allowance**

(a) Employees who are required by nature of their job to wear uniforms and/or safety footwear on a regular daily basis shall be provided the following *maximum* annual allowance:

Effective January 01, 2019:	Full-Time - \$250.00 per annum
	Part-Time - \$140.00 per annum

(b) Employees who are required by nature of their job to wear uniforms and/or safety footwear on an occasional basis will be provided with the above allowance once every three years.

### **3. Personal Cell Phone Use Allowance**

For the use of personal cell phones for work purposes, during and outside of regular work hours, the CAO/Clerk and the Public Works Manager shall receive a monthly stipend of \$25.00 per month.

## **ARTICLE 4 - RATES OF PAY**

The Summer Student, the Rink Attendant and any Casual Labourer rate of pay shall be the applicable minimum wage based on age. All other rates are in accordance with Schedule "A" - Salary Grid and Classification, hereto attached.

## **ARTICLE 5 - ADJUSTMENT DATE**

The next adjustment date shall be January 1, 2024 or earlier as deemed appropriate by Council.

## **ARTICLE 6 - ENFORCEMENT AND GENERAL**

1. Matters pertaining to working conditions and employment are also set out in the Corporate Policy Manual. The manual should be referred to for additional information about the employment conditions contained in this by-law.
2. Any other amendments to this By-law shall be recommended by the General Government Committee to Council in the form of a replacement By-law.
3. This By-law shall not be interpreted to contradict or violate any statute or regulation of the Province of Ontario.
4. This By-law shall come into force and be effective upon the passing thereof, except where otherwise noted.
5. By-law 2022-30 shall be rescinded in its entirety.

READ a first and second time this \_\_ day of January 2023.

READ a third time and passed this \_\_ day of January 2023.

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MAYOR David M. Bennett

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CAO/CLERK Hope Dillabough

## **Township of Horton Staff Salary Grid and Classifications**

**Schedule "A" to By-law 2023-XX**

**Effective: January 1, 2023**

<b>2023 Salary Grid</b>						
<b>Pay Level</b>	<b>Job Title</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
7	CAO/Clerk (35 hours)	\$ 114,641	\$ 118,549	\$ 122,457	\$ 126,367	\$130,274
6	Vacant (35 hours)	\$ 103,177	\$ 106,695	\$ 110,212	\$ 113,730	\$117,247
5	Public Works Manager (35 hours)	\$ 92,857	\$ 96,023	\$ 99,188	\$ 102,353	\$105,519
4	Treasurer (35 hours)	\$ 83,573	\$ 86,423	\$ 89,272	\$ 92,121	\$94,970
3	Public Works Supervisor (40 hours)	\$ 67,695	\$ 70,003	\$ 72,310	\$ 74,618	\$76,926
2	Community Liaison Officer (based on 35 hours)	\$ 54,387	\$ 56,241	\$ 58,095	\$ 59,949	\$61,804
2	Executive Assistant (35 hours)	\$ 54,387	\$ 56,241	\$ 58,095	\$ 59,949	\$61,804
2	Driver/Operator (40 hours)	\$ 54,387	\$ 56,241	\$ 58,095	\$ 59,949	\$61,804
1	Landfill Attendant/Labourer (40 hours) (Part-Time – 35 hours)	\$ 44,678	\$ 46,202	\$ 47,725	\$ 49,248	\$50,772
1	Receptionist /Clerk (35 hours)	\$ 44,678	\$ 46,202	\$ 47,725	\$ 49,248	\$50,772
1	Caretaker (based on 35 hours)	\$ 44,678	\$ 46,202	\$ 47,725	\$ 49,248	\$50,772

## ***Township of Horton Fire Department Pay Grid***

**Schedule "B" to By-law 2023-XX**

<b>Fire Department 2023 Pay Grid</b>	
<b>Position</b>	<b>Pay</b>
Fire Chief	\$ 11,540 base year plus Firefighter hourly rate
Deputy Fire Chief	\$ 5,670 base year plus Firefighter hourly rate
Fire Captain	\$ 28.37 per hour
Firefighter	\$ 23.11 per hour

<b>Community Emergency Management Coordinator 2023 Pay Grid</b>	
<b>Position</b>	<b>Pay</b>
CEMC	\$4,880 base per year
CEMC (Alternate)	\$1,545 base per year

**Effective: January 1, 2023**



**Township of Horton  
COUNCIL / COMMITTEE REPORT**

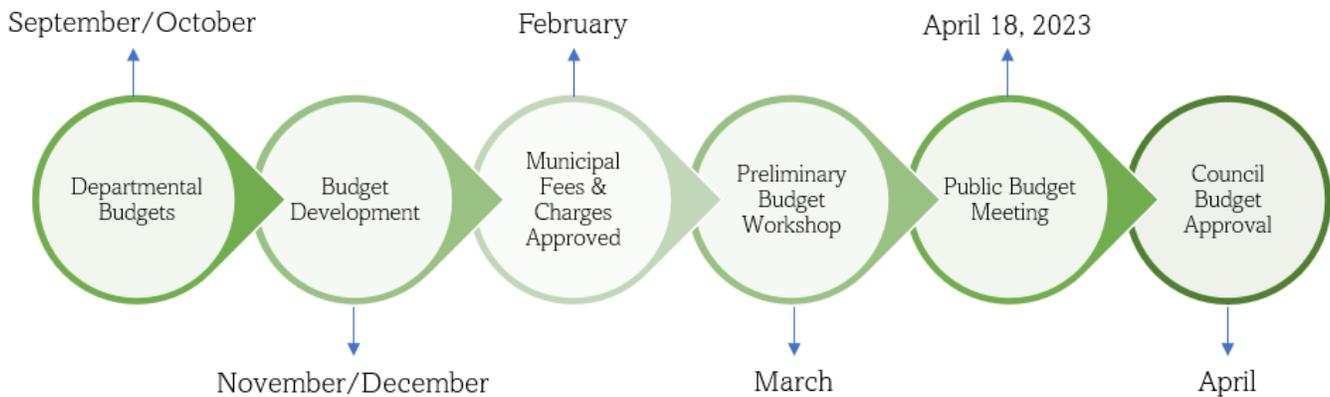
<b>2023 BUDGET TIMELINES</b>	<b>Date:</b>	January 10, 2023
	<b>Council/Committee:</b>	General Government
	<b>Author:</b>	Nathalie Moore
	<b>Department:</b>	Administration

**RECOMMENDATIONS:**

THAT Council receive the proposed 2023 Budget timelines as information.

**BACKGROUND:**

For the 2023 budget, staff has devised a timeline to have budget completed by April 18, 2023.



**Departmental Budgets** – Senior Staff were provided with worksheets to create budgets based on anticipated activities, Strategic Plan priorities, also accounting for expected expenses and estimated revenues.

**Budget Development** – The Treasurer received all working papers from Senior Staff by November 1, 2022. The draft budget was populated and ensured consistency with the Capital Forecast Plan and our Asset Management Plan.

**Municipal Fees & Charges Review** – The proposed municipal fees and charges will be presented for approval in advance of the overall budget approval. This allows for effective oversight and transparency of the Township’s user fees, while providing staff the opportunity to build any resulting revenue impacts into the overall budget.

**Preliminary Budget Workshop** – Council, along with public advisory members will set aside a budget workshop morning where the preliminary budget will be presented and any concerns or changes to be implemented can be discussed.

**Public Budget Meeting** – After any revisions that are requested based on Council/Committee input and priorities, a final version of the budget is prepared for adoption.

**Budget Approval & By-Laws passed** – The Final Budget determines the amount of property tax requisitioned, and in turn, forms the basis for property tax rates, which are adopted annually, by by-law in June.

**ALTERNATIVES:**

**FINANCIAL IMPLICATIONS:**

**ATTACHMENTS:**

**CONSULTATIONS:** Hope Dillabough – CAO/Clerk

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



# THE CORPORATION OF THE TOWNSHIP OF HORTON

## Memo from the CAO/Clerk as of January 6, 2023.

INFORMATION provided **NOT** included in the Regular Council meeting package of January 10, 2023.

### **INFORMATION EMAILED**

1. Eastern Ontario Wardens' Caucus Newsletter
2. Ottawa Valley Business News – December 21
3. Reflections on Energy & Fossil Fuels
4. Calendars

**RETURN TO AGENDA**

# THE CORPORATION OF THE TOWNSHIP OF HORTON

## BY-LAW NO. 2023-01

### BEING A BY-LAW TO ESTABLISH TEMPORARY BORROWING

**WHEREAS** Section 406 of the Municipal Act, 2001, as amended, authorizes a municipality to temporarily borrow until taxes are collected and other revenues are received;

**WHEREAS** the Council of the Township of Horton (the "Corporation") deems it necessary to borrow the sum of Five Hundred Thousand Dollars (\$500,000.00) to meet current expenditures of the Corporation for the year;

**BE IT THEREFORE ENACTED** as a By-Law of the Corporation as follows:

1. The Mayor or Deputy Mayor and CAO/Clerk or Treasurer are hereby authorized to borrow on behalf of the Corporation from THE TORONTO-DOMINION BANK (the "Bank") from time to time by way of promissory note or bankers' acceptance a sum or sums not exceeding at any one time Five Hundred Thousand Dollars (\$500,000.00) to meet, until the taxes are collected, and other revenues are received, current expenditures of the Corporation for the year 2023.

2. The Mayor or Deputy Mayor and CAO/Clerk or Treasurer are hereby authorized to sign, make or draw on behalf of the Corporation and to furnish to the Bank from time-to-time promissory notes or bankers' acceptances for the sum or sums so borrowed with interest or any other charges at such rates as the Bank may from time to time determine.

3. The Mayor or Deputy Mayor and CAO/Clerk or Treasurer are hereby authorized and directed to furnish to the Bank at the time of each borrowing and at such other times as the Bank may from time to time request, a statement showing the nature and amount of the estimated revenues of the current year not yet collected or where the estimates for the year have not been adopted, a statement showing the nature and the amount of the estimated revenues of the Corporation as set forth in the estimates adopted for the next preceding year and also showing the total of any amounts borrowed in the current year and in any preceding year that have not been repaid.

4. All sums borrowed from the Bank and any interest thereon and any other charges in connection therewith shall, be a charge upon the whole of the revenues of the Corporation for the current year and any preceding years as and when such revenues are received and that the Mayor or Deputy Mayor and CAO/Clerk or Treasurer are hereby authorized to sign on behalf of the Corporation and to furnish to the Bank an Agreement or Agreements of the Corporation charging the said revenues of the Corporation with payment of all sums borrowed from the bank and any interest thereon and any other charges in connection therewith.

5. The Mayor or Deputy Mayor and CAO/Clerk or Treasurer are hereby authorized and directed to apply in payment of all sums borrowed from the Bank, and of any interest thereon and any other charges in connection therewith, all of the money's hereafter collected or received on account or realized in respect of the taxes levied for the current year and for any preceding years and all of the moneys collected or received from any other source.

READ a first and second time this 10<sup>th</sup> day of January 2023.

READ a third time and finally passed this 10<sup>th</sup> day of January 2023.

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MAYOR David M. Bennett

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CAO/CLERK Hope Dillabough

**RETURN TO AGENDA**

**CERTIFICATE**

I hereby certify that the forgoing is a true copy of By-Law No. 2023-01 of the Corporation of the Township of Horton in the County of Renfrew duly passed at a meeting of the Council of the said Corporation duly held on the 10<sup>th</sup> day of January 2023 that the said By-Law is under the seal of the Corporation and signed by its proper officers as required by law and that the said By-Law is in full force and effect.

DATED this 10<sup>th</sup> day of January 2023.

By: \_\_\_\_\_  
MAYOR David M. Bennett

By: \_\_\_\_\_  
CAO/CLERK Hope Dillabough

## SECURITY AGREEMENT MUNICIPALITIES AND SCHOOL BOARDS

**To: THE TORONTO-DOMINION, (the “Bank”)**

**WHEREAS** by a By-law passed by the Council of the Corporation of the Township of Horton on the 10<sup>th</sup> day January 2023, authority was given to the Mayor or Deputy Mayor and CAO/Clerk or Treasurer to borrow from the Bank the sum or sums therein mentioned and this Agreement was authorized.

**AND WHEREAS** the Corporation desires to borrow the said sum or sums from the Bank.

**NOW IT IS HEREBY AGREED** by the Corporation that in consideration of the Bank advancing or providing the said sum or sums to the Corporation that all the revenues of the Corporation of whatever nature and kind are hereby charged to and in favour of the Bank, as security for payment of the moneys so advanced or provided by the Bank and any interest thereon and any other charges in connection therewith and the Bank shall have a lien upon all such revenues until the charge hereby and by the said By-law created is satisfied.

The Corporation represents and warrants that the whole or any part or parts of the revenues of the Corporation are not subject to any prior charge, except as disclosed to the Bank in writing.

**IN WITNESS WHEREOF** the Corporation has caused its corporate seal to be hereunto affixed under the hands of its proper officers as required by law this 10<sup>th</sup> day of January 2023.

WITNESS:

\_\_\_\_\_

By: Sign \_\_\_\_\_  
Title: MAYOR David M. Bennett

Sign \_\_\_\_\_  
Title: CAO/CLERK Hope Dillabough

# CORPORATION OF THE TOWNSHIP OF HORTON

## BY-LAW NO. 2023-02

### BEING A BY-LAW TO PROVIDE FOR AN INTERIM TAX LEVY AND TO PROVIDE FOR THE PAYMENT OF TAXES.

**WHEREAS** Section 317(1) of The Municipal Act, 2001, provides that the Council of a local municipality, before the adoption of the estimates for the year under Section 290, may pass a by-law levying amounts on the assessment of property in the local municipality rateable for local municipal purposes.

**WHEREAS** Section 317(3), p.(1) of The Municipal Act, 2001, provides that the amount levied on a property, shall not exceed 50 percent of the total amount of taxes for municipal and school purposes levied on the property for the previous year.

**WHEREAS** Section 317 (3), p. (3), of The Municipal Act, 2001, provides that for the purposes of calculating the total amount of taxes for 2022, if any taxes for municipal and school purposes were levied on a property for only part of the previous year, because assessment was added to the tax roll during the year, an amount shall be added equal to the additional taxes that would have been levied on the property if the taxes had been levied for the entire year, 2022.

**WHEREAS** section 317 (9) of The Municipal Act, 2001, provides that if the council of a municipality is of the opinion that the taxes levied under subsection (1) on a property are too high or too low in relation to its estimate of the total taxes that will be levied on the property, the council may adjust the taxes on the property to the extent it considers appropriate.

**NOW THEREFORE** the Council of the Corporation of the Township of Horton hereby enacts as follows:

1. **THAT** an effective tax rate, for each property class, amounting approximately to 50 per cent of the 2022 tax levied for Upper-Tier, Lower-Tier and Education purposes, be applied against the whole of the 2022 assessment for real property in all classes to generate an interim tax levy.
2. **THAT** the said interim tax levy shall become due and payable in two instalments due on the 28<sup>th</sup> day of February 2023 and the 31<sup>st</sup> day of May 2023.
3. **THAT** on all taxes of the interim levy, which are in default on the first day after the due date, a 1.25 per cent penalty shall be added and thereafter a penalty of 1.25 per cent per month will be added on the 1<sup>st</sup> day of each and every month the default continues, until December 31<sup>st</sup>, 2023.
4. **THAT** the collector is hereby authorized to mail or cause the same to be mailed to the residence or place of business of such person indicated on the last revised assessment roll, a written or printed notice specifying the amount of taxes payable.
5. **THAT** taxes are payable at the Township of Horton Municipal Office, 2253 Johnston Rd., RENFREW, ON K7V 3Z8.
6. **THAT** the Collector and/or Treasurer are hereby empowered to accept part payment from time to time on account of any taxes due.
7. **THAT** this By-Law shall come into force and take effect immediately upon the passing thereof.

READ a first and second time this 10<sup>th</sup> day of January, 2023.

READ a third time and finally passed this 10<sup>th</sup> day of January, 2023.

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MAYOR David M. Bennett

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CAO/CLERK Hope Dillabough

**RETURN TO AGENDA**

**THE CORPORATION OF THE TOWNSHIP OF HORTON****BY-LAW NO. 2023-03****BEING A BY-LAW TO APPOINT VALUERS OF  
LIVESTOCK AND POULTRY FOR THE TOWNSHIP**

**WHEREAS** the Ontario Wildlife Damage Compensation Program and Section 4.1 of the Protection of Livestock and Poultry from Dogs Act, R.S.O. 1990 Chapter L.24, as amended, requires Council of local municipalities to appoint one or more persons as valuers of livestock and poultry; and

**WHEREAS** the Council of the Corporation of the Township of Horton deems it necessary to appoint two valuers of livestock and poultry;

**NOW THEREFORE** the Council of the Corporation of the Township of Horton enacts as follows:

1. That J. Andrew Kluge and Jennifer Stewart be appointed valuers of livestock and poultry for the Corporation.
2. The remuneration shall be set by Council plus travel expenses as determined by Council policy.
3. This by-law shall take effect January 1<sup>st</sup>, 2023.
4. By-law No. 2022-03 is hereby repealed.

**READ** a First and Second Time this 10<sup>th</sup> day of January 2023.

**READ** a Third Time and Passed this 10<sup>th</sup> day of January 2023.

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MAYOR David M. Bennett

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CAO/CLERK Hope Dillabough

# THE CORPORATION OF THE TOWNSHIP OF HORTON

## BY-LAW NO. 2023-04

### BEING A BY-LAW TO APPOINT MEMBERS TO THE COMMITTEE OF ADJUSTMENT

**WHEREAS** under Section 44(1) of the Planning Act, 1990, R.S.O., Chapter P. 13, as amended, the Council of the Municipality may appoint a Committee of Adjustment for the Municipality; and

**WHEREAS** the composition and terms of the office of the members of the Committee of Adjustment are defined in Section 44 of The Planning Act;

**NOW THEREFORE** the Council of the Corporation of the Township of Horton enacts as follows:

1. The following persons shall be appointed to the Township of Horton Committee of Adjustment for the term of office indicated:

<u>Name</u>	<u>Term of Office Expires</u>
Glen Campbell, Chair	December 31 <sup>st</sup> , 2023
David M. Bennett, Mayor	December 31 <sup>st</sup> , 2023
Doug Humphries, Councillor	December 31 <sup>st</sup> , 2023
Daina Proctor, Councillor	December 31 <sup>st</sup> , 2023
Tom Webster, Councillor	December 31 <sup>st</sup> , 2023

2. That a Quorum for this Committee shall consist of any three of the above members.
3. That the Secretary/Treasurer for this Committee shall be Hope Dillabough, CAO/Clerk.
4. By-law No. 2022-58 is hereby repealed effective January 1, 2023.

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

**READ** a First and Second time this 10<sup>th</sup> day of January, 2023.

**READ** a Third Time and Passed this 10<sup>th</sup> day of January, 2023.

\_\_\_\_\_  
MAYOR David M. Bennett

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

**RETURN TO AGENDA**

**CORPORATION OF THE TOWNSHIP OF HORTON****BY-LAW NO. 2023-05****A BY-LAW TO CONFIRM PROCEEDINGS OF  
THE COUNCIL OF THE TOWNSHIP OF HORTON  
AT THE REGULAR COUNCIL MEETING HELD JANUARY 10<sup>TH</sup>, 2023**

**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 10<sup>th</sup> day of January, 2023 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 10<sup>th</sup> day of January, 2023.

READ a third time and passed this 10<sup>th</sup> day of January, 2023.

---

MAYOR David M. Bennett

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CAO/CLERK Hope Dillabough

**RETURN TO AGENDA**