



**THE CORPORATION OF THE TOWNSHIP OF HORTON
COUNCIL MEETING – APRIL 18TH, 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. Public Budget Meeting **PG.3**

6. MINUTES FROM PREVIOUS MEETINGS

6.1 April 4th, 2023 – Regular Council **PG.4**

6.2 April 6th, 2023 – Public Meeting – Producer Responsibility **PG.7**

7. BUSINESS ARISING FROM MINUTES

8. COMMITTEE REPORTS:

8.1 GENERAL GOVERNMENT

▪ **CHAIR WEBSTER**

8.1.1 Staff Report – Budget Recommendations **PG.8**

8.2 PLANNING COMMITTEE

▪ **CHAIR CAMPBELL**

8.2.1 Staff Report – Policy T-07 Unopened Road Allowance **PG.9**

8.2.2 March Building Report **PG.18**

8.2.3 Planning Files Update **PG.19**

8.3 TRANSPORTATION & ENVIRONMENTAL SERVICES COMMITTEE

▪ **CHAIR HUMPHRIES**

8.3.1 Chair's Report – April 12th **PG.22**

9. CORRESPONDENCE SUMMARY

9.1 INFORMATION CORRESPONDENCE

9.1.1 CAO/Clerk Information Memo **PG.24**

9.2 ACTION CORRESPONDENCE – NONE

RETURN TO AGENDA

10. BY-LAWS

- 10.1 2023-22 Sums Required for 2023 **PG.25**
- 10.2 2023-23 Adopt Policy T-07 Use of Unopened Road Allowance **PG.26**
- 10.3 2023-24 Use of Unopened Road Allowance Agreement – Reid **PG.36**

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 2023-25 **PG.39******16. ADJOURNMENT**



THE CORPORATION OF THE TOWNSHIP OF HORTON

Public Budget Meeting

April 18th, 2023

4:00 p.m.

Horton Municipal Chambers

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. Confirmation of Public Meeting Agenda
4. Declaration of Pecuniary Interest
5. Purpose of Public Meeting – CAO/Clerk
6. CAO/Clerk’s Report on Notice
7. Delegations - None
8. Staff Reports – 2023 Budget Presentation
9. Staff Report – PSAB Budget Report
10. Council Members Questions/Concerns
11. Public Questions/Concerns
12. Adjournment

RETURN TO AGENDA

THE CORPORATION OF THE TOWNSHIP OF HORTON

REGULAR COUNCIL MEETING
APRIL 4TH, 2023

There was a Regular Meeting of Council held in the Council Chambers on Tuesday April 4th, 2023. Present were Mayor David Bennett, Deputy Mayor Tom Webster, Councillor Glen Campbell, and Councillor Doug Humphries. Staff present was Hope Dillabough, CAO/Clerk– Recording Secretary, and Adam Knapp, Public Works Manager.

Councillor Daina Proctor sent her 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. 2023-74

Seconded by Councillor Campbell

THAT Council adopt the Amended Agenda for the April 4th, 2023 Regular Council Meeting to remove item 14.1 Closed Session (b) Personal matter about an identifiable individual, including municipal or local board employees – Fire Department Community Risk Assessment.

Carried

5. DELEGATIONS &/or PUBLIC MEETINGS – NONE

6. MINUTES

6.1 March 21st, 2023 – Regular Council

6.2 March 21st, 2023 – Public Meeting

6.3 March 21st, 2023 – Special Council – Budget Workshop

Moved by Deputy Mayor Webster

RESOLUTION NO. 2023-75

Seconded by Councillor Humphries

THAT Council approve the following Minutes:

- March 21st, 2023 – Regular Council
- March 21st, 2023 – Public Meeting
- March 21st, 2023 – Special Council – Budget Workshop

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 Staff Report – Award Tender PW 2023-01

Chair Humphries and Public Works Manager Adam Knapp reviewed the tender process and report.

8.1.2 Staff Report – Award Tender PW 2023-02

Chair Humphries and Public Works Manager Adam Knapp reviewed the tender process and report.

RETURN TO AGENDA

8.1.3 Staff Report – Award Tender PW 2023-03

Chair Humphries and Public Works Manager Adam Knapp reviewed the tender process and report.

8.2 COMMUNITY COMMITTEES / COUNTY COUNCIL8.2.1 Renfrew & Area Seniors Home Support

Councillor Humphries mentioned the different fundraising events happening, the hiring of a new Financial Officer, and further support to Senior Home Support. He added that they are still seeking additional Volunteer Drivers and are looking for ways to help subsidize the drivers due to inflation and gas prices.

8.2.2 Chamber of Commerce

Councillor Humphries gave a brief update. He stated that there are five new members, the Mayor's Breakfast is April 25th, and the Home and Garden Show is May 5th.

8.2.3 County Council

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

9. CORRESPONDENCE SUMMARY**9.1 INFORMATION CORRESPONDENCE**9.1.1 CAO/Clerk Information Memo

Discussion went around the table with information previously distributed. Mayor Bennett questioned if the Township could donate a prize to the RVH Golf Classic.

9.2 ACTION CORRESPONDENCE – NONE**10. BYLAWS**

10.1 2023-18 User Fees & Charges By-law

10.2 2023-19 Master Services Agreement – CMO

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

There were no Council of Staff Members concerns.

13. RESOLUTIONS

Moved by Councillor Humphries

RESOLUTION NO. 2023-76

Seconded by Deputy Mayor Webster

THAT Council award Tender PW 2023-01, Supply of Screened Winter Sand, to McCrea Excavating for the total of \$33,222.00 including HST;

AND THAT this be funded from the Winter Road Maintenance Operating Budget.

Carried

Moved by Councillor Campbell

RESOLUTION NO. 2023-77

Seconded by Deputy Mayor Webster

THAT Council award Tender PW 2023-02, Crack Sealing – Various Locations, to Greenwood Paving for the total of \$15,102.45 including HST;

AND THAT this be funded from the Paved Road Maintenance Operating Budget.

Carried

RETURN TO AGENDA

Moved by Councillor Humphries
Seconded by Deputy Mayor Webster

RESOLUTION NO. 2023-78

THAT Council award Tender PW 2023-03, Street Sweeping, to BR Fulton Construction for the total of \$5,243.20 including HST;

AND THAT this be funded from the Paved Road Maintenance Operating Budget.
Carried

Moved by Councillor Campbell
Seconded by Deputy Mayor Webster

RESOLUTION NO. 2023-79

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

Carried

Moved by Deputy Mayor Webster
Seconded by Councillor Campbell

RESOLUTION NO. 2023-80

THAT Council accept the CAO/Clerk's Information Memo for the April 4th, 2023 meeting.

Carried

Moved by Councillor Humphries
Seconded by Councillor Campbell

RESOLUTION NO. 2023-81

THAT Council enact the following By-laws:

- 2023-18 User Fees & Charges By-law
- 2023-19 Master Services Agreement – CMO

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

Moved by Councillor Campbell
Seconded by Councillor Humphries

RESOLUTION NO. 2023-82

THAT Council enact By-law 2023-20– Confirming By-Law.

Carried**16. ADJOURNMENT**

Mayor Bennett declared the meeting adjourned at 4:24 p.m.

 MAYOR David M. Bennett

 CAO/CLERK Hope Dillabough

RETURN TO AGENDA

THE CORPORATION OF THE TOWNSHIP OF HORTON

Public Meeting

**Producer Responsibility Transition – ICI
Information Session
April 6th, 2023 at 5 p.m.**

There was a Public Meeting held on April 6th, 2023. Present was Mayor David Bennett, Deputy Mayor Tom Webster, and Councillor Doug Humphries. Staff present was Adam Knapp, Public Works Manager and Nichole Dubeau, Executive Assistant-Recording Secretary.

Councillor Glen Campbell and Councillor Daina Proctor sent their regrets.

1. CALL TO ORDER

Mayor David Bennett called the Public Meeting to Order at 5:00 pm.

2. LAND ACKNOWLEDGEMENT

Mayor Bennett read the Land Acknowledgement in its entirety.

3. CONFIRMATION OF AGENDA

Moved by Deputy Mayor Webster
Seconded by Councillor Humphries

RESOLUTION NO. 2023-83

THAT Council adopt the Agenda for the April 6th, 2023 Public Meeting – Producer Responsibility Transition.

Carried

4. DECLARATION OF PECUNIARY INTEREST

There was no declaration of pecuniary interest.

5. PRODUCER RESPONSIBILITY INFORMATION – ICI

Public Works Manager Adam Knapp stated he will bring forward staff recommendation to the next TES meeting.

6. PUBLIC MEMBERS COMMENTS/QUESTIONS

There was no public attendance and no comments or questions.

7. CONFIRMING BY-LAW 2023-21

Moved by Deputy Mayor Webster
Seconded by Councillor Humphries

RESOLUTION NO. 2023-84

THAT Council enact Confirming By-law 2023-21 – Confirming By-law.

Carried

8. ADJOURNMENT

Mayor Bennett adjourned the public meeting at 5:05 pm.

MAYOR David M. Bennett

CAO/CLERK Hope Dillabough

RETURN TO AGENDA



Township of Horton COUNCIL / COMMITTEE REPORT

2023 BUDGET RECOMMENDATION	Title:	Date: April 18, 2023
		Council/Committee: Council
		Author: Nathalie Moore, Treasurer
		Department: General Government

RECOMMENDATIONS:

THAT Council adopts the 2023 Budget with a levy of \$2,682,003, which represents a 2.5% levy increase.

AND THAT Council adopts the 2023 Capital Budget, as printed, and circulated.

AND FURTHER THAT Council adopts the Ontario Regulation 284/09 PSAB Report for the 2023 Budget, as presented.

BACKGROUND:

In March Council was presented a draft budget resulting in a 5.44% increase. Discussion ensued and Staff was directed to present a final budget of 2.5%. The final budget was amended and presented at the Public Meeting on April 18, 2023, with a levy of \$2,682,003.

The Capital Budget was reviewed depicting financing for 2023, as well as the O. Reg 284/09 report required to be adopted by municipalities.

FINANCIAL IMPLICATIONS:

The Township of Horton's tax rates will be calculated based on the adoption of a 2.5% levy increase.

CONSULTATIONS:

Council, Committees and Senior Staff

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

RETURN TO AGENDA



Township of Horton COUNCIL / COMMITTEE REPORT

Title: Corporate Policy T-07 Use of Unopened Road Allowance for Access and Improvements	Date:	April 18 th , 2023
	Council/Committee:	Planning Committee/Council
	Author:	Hope Dillabough, CAO/Clerk
	Department:	Planning

RECOMMENDATIONS:

THAT Council accept Corporate Policy T-07 as presented by Staff;

AND FURTHER THAT it be brought forward by By-Law to be adopted into the Township of Horton's Corporate Policies.

BACKGROUND:

At the March 21st, 2023 Planning Committee and Regular Council Meeting, Council directed Staff to draft a policy regarding the use of Unopened Road Allowances to access landowners properties that are otherwise inaccessible by a public highway as well as permitting improvements by the applicant. All requests for such shall be reviewed initially by staff and brought to the Planning Committee and subsequently Council for approval.

Staff have drafted a policy, as well as a template agreement and are attached to this report.

Staff have also prepared an updated By-Law and Agreement for Scott and Shallon Reid, as Council approved their request on March 21st, awaiting the provision of a draft policy.

ALTERNATIVES: N/A

FINANCIAL IMPLICATIONS: There would be no financial implications to the Township.

ATTACHMENTS:

- 1) Draft Policy T-07 with attached Schedule A - Agreement

Prepared by: Hope Dillabough, CAO/Clerk

RETURN TO AGENDA

The Township of Horton Policy and Procedures			
SECTION: TRANSPORTATION			POLICY #: T-07
POLICY: Use of Unopened Road Allowances - DRAFT			
DATE: April 2023	REV. DATE: By-Law 2023- XX DRAFT	COVERAGE: Transportation & Environmental Services	PAGE #: 1 of 4

POLICY STATEMENT

The Corporation of the Township of Horton is committed to ensuring the effective, efficient and equitable use of Township Unopened Road Allowances and provide policy direction regarding right of access.

BACKGROUND

Unopened Road Allowances are, by statutory definition, common and public highways.

The Municipal Act, Section 30 provides the ownership of every highway is vested in the municipality for the time being having jurisdiction over it subject to any rights reserved by the person who laid out or dedicated the highway. With some rare exceptions, all unopened road allowances within the boundaries of a municipality are owned by the Corporation.

The Municipal Act, Section 28(2) provides that except where jurisdiction over a highway is expressly conferred upon another Council, the Council of every municipality has jurisdiction over all highways within the municipality. This means that generally speaking, the Council of the Corporation has jurisdiction over all unopened road allowances.

The Municipal Act, Section 44(1) and (2) requires the Corporation to keep public roads in repair and is liable in damages for default of their duty to repair. However, by subsection 31 (4), the duty does not extend to a road unless it is established by by-law of the Council or otherwise assumed for public use by the Corporation.

The Corporation, therefore, does not have a duty to repair unopened road allowances and it is not liable for non repair.

RIGHT OF PUBLIC ACCESS

Members of the public have a right of access to, over and along unopened road allowances for the purpose of passing or repassing only.

RETURN TO AGENDA

The Township of Horton Policy and Procedures			
SECTION: TRANSPORTATION			POLICY #: T-07
POLICY: Use of Unopened Road Allowances - DRAFT			
DATE: April 2023	REV. DATE: By-Law 2023- XX DRAFT	COVERAGE: Transportation & Environmental Services	PAGE #: 2 of 4

The Public's right of access to an unopened road allowance does not carry with it the right to make any improvements or alterations to the land to exercise that right of access without consent of the Corporation.

POWER OF A MUNICIPALITY TO PERMIT USE AND IMPROVEMENT

The municipality has full jurisdiction over unopened road allowances. The municipality also retains the right to permit persons to make improvements to unopened road allowances to use such allowances for access to their properties. However, the right of access of the public to an unopened road allowance is paramount and therefore the municipality does not have the right to permit the use or improvement of a road allowance in such way as to restrict public access to it. If the municipality wishes to grant exclusive use of an unopened road allowance under the Municipal Act, or in the case of a plan of subdivision, this occurs under the provisions of the Registry Act and/or Land Titles Act.

APPLICATION TO MAKE IMPROVEMENTS

Members of the public require consent from the municipality, in form of agreement, if they are making improvements to an unopened road allowance such as building a road/driveway to exercise their rights of access. On receipt of an application to improve an unopened road allowance, the municipality should address the following concerns:

1. It should be the responsibility of the applicant to determine the location of the road allowance on the ground, by Legal Plan of Survey.
2. The municipality will not be in a position where it is deemed to have assumed a proposed road for public use and thereby incur the obligation to repair.
3. The municipality wants to make it clear to the public that any improvements on an unopened road allowance does not deem it as an opened public highway maintained by the municipality.
4. The municipality shall know and control the extent of the work and/or improvement to the unopened road allowance.
5. The applicant, i.e. the owners of the land to be accessed by the improved unopened road allowance, shall agree to indemnify the municipality in respect of any claims.
6. The applicant shall agree that they are not entitled to nor will they demand services over the road, including maintenance of the road, snowplowing, garbage pick-up, school bus service, etc.

RETURN TO AGENDA

The Township of Horton Policy and Procedures			
SECTION: TRANSPORTATION			POLICY #: T-07
POLICY: Use of Unopened Road Allowances - DRAFT			
DATE: April 2023	REV. DATE: By-Law 2023- XX DRAFT	COVERAGE: Transportation & Environmental Services	PAGE #: 3 of 4

7. Once the Agreement is entered into, it shall be registered against the title to the lands to be served by the unopened road allowance and shall serve as notice to anyone purchasing or mortgaging the land that the access road is not a municipally maintained road. This expense shall be borne solely by the applicant.

AGREEMENT PERMITTING IMPROVEMENT

The Municipality requires the Applicant (owner of the land) to enter into an Agreement, as attached as “Schedule A” and be adopted formally by a By-Law of Council. In any given situation there may be other matters to be included in an Agreement which can be modified accordingly, adding to the attached template. The Applicant shall be responsible for the cost of registering the Agreement on title and providing a copy of Registration to the municipality to attached to the Agreement.

The Township of Horton Policy and Procedures			
SECTION: TRANSPORTATION			POLICY #: T-07
POLICY: Use of Unopened Road Allowances - DRAFT			
DATE: April 2023	REV. DATE: By-Law 2023- XX DRAFT	COVERAGE: Transportation & Environmental Services	PAGE #: 4 of 4

“Schedule A” – Form of Agreement

DRAFT

**THE CORPORATION OF
THE TOWNSHIP OF HORTON
BY-LAW NO. 2023-XX**

Being a by-law to authorize an agreement between the Corporation of the Township of Horton and **Applicant's Name**

WHEREAS Council wishes to enter into an agreement with **Applicant's Name** to permit use of the unopened road allowance between **Concession and Lot (insert Legal Description)**

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

THAT the Mayor and CAO/Clerk be authorized to enter into the agreement attached hereto as 'Schedule A' and forming a part of this by-law with **Applicant's Name** and that the said agreement be registered on title.

THAT this by-law shall come into effect upon the passing thereof.

READ a First and Second Time this ____ day of _____, 20__.

READ a Third Time and passed this ____ day of _____, 20__.

MAYOR

CAO/CLERK

Schedule 'A'

THIS AGREEMENT MADE IN DUPLICATE

This ___ day of _____, 20__

BETWEEN: **Applicant's Name**
(hereinafter called the "Owner")

PARTY OF THE FIRST PART

AND

THE CORPORATION OF THE TOWNSHIP OF HORTON
(hereinafter called the "Township")

PARTY OF THE SECOND PART

WHEREAS the Owner is owner of **Insert Legal Description** in the Township of Horton, as set out in Appendix 1 hereto annexed to this agreement, and is desirous of improving the unopened road allowance leading to their lands and being part of the road allowance between **Insert Legal Description**;

AND WHEREAS the Township is the Owner of the road allowance between **Insert Legal Description being** an unopened road allowance;

AND WHEREAS Council has authorized the Mayor and CAO/Clerk to enter into the agreement pursuant to By-law 2023-XX;

NOW THEREFORE this Agreement witnesseth that in consideration of the premises and mutual covenants herein contained, the Parties hereto covenant and agree as follows:

1. During the pleasure of Council, the Owner shall be permitted to undertake such works as are necessary upon the road allowance between **Insert Legal Description** aforesaid to such extent as they see fit in order to construct a road as a means of access to their lands being part of Lot 24, concession 6 within the Township of Horton. The works as aforesaid will include such items as removal of rocks, trees and stumps and the placing of gravel on the road allowance and relocating any existing fences.
2. The Owner acknowledges that the Owner will be solely responsible for determining the location of the unopened road allowance and ensuring that the proposed improvements are contained wholly within the road allowance.
3. The Owner acknowledges that entering into this Agreement is not deemed to be an assumption of the unopened road allowance and that the Township will not be responsible for maintenance or repair of the road allowance or any improvements thereto nor assume any liability in that regard.
4. The Owner shall use the unopened road allowance only for normal access to and from the said lands by persons, vehicles and animals and acknowledges that members of the public have the right to pass and repass on the road allowance.
5. The Owner shall not erect any gates or barriers on the road allowance.
6. The Owner agrees that in respect of the said lands, the Owner will not be entitled to nor will the Owner demand any municipal services available to lands fronting on an opened public highway maintained by the Township, and that such services may include road maintenance, winter snow plowing, garbage pick-up, school bus service etc.

RETURN TO AGENDA

- 7. The Owner shall be responsible for all charges and costs in connection with the matters referred to in paragraph 1 above including but not limited to all construction and material costs.
- 8. The Owner shall ensure that any improvements made to the unopened road allowance shall be made to accommodate emergency vehicle access.
- 9. The Owner shall consent to the registration of this Agreement on title of their lands.
- 10. The Township shall not be responsible for any maintenance or improvements of the works undertaken by the Owner whatsoever.
 - a. The Owner undertakes to hold harmless and agree to indemnify the Township against any liability whatever incurred by it by reason of it permitting the Owner to construct and improve the unopened road allowance as aforesaid, said indemnity to include all claims, actions and demands whatsoever including but not limited to claims, actions and demands by third parties or those claiming under them arising out of the owner's or anyone else's use of the said lands and the Township's ownership of the said lands.
 - b. In the event that liabilities are incurred by the Township by reason of their entry into this Agreement, the Owner shall indemnify the Township from all claims, damages, costs, expenses, and actions arising out of such liability.
 - c. In the event that the Township subsequently determines to open the unopened road allowance as aforesaid as a public travelled road, the Owner will not object and will turn over to the Township free of charge all the works undertaken by him.
 - d. The Owner agrees to obtain an acknowledgement from any subsequent owner accepting and agreeing to fulfil the terms of this Agreement and the Owner agrees to obtain from such subsequent owner, if any, an undertaking to obtain a like acknowledgement and acceptance from any subsequent purchaser of the property.
 - e. The Owner agrees that this agreement does not bind the Township to any rezoning, official plan amendments and issuance of building permits.

THIS AGREEMENT SHALL inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, successors in title and assigns.

IN WITNESS WHEREOF the Parties hereto have hereunder set their hand and the corporate seal on the day and date written above.

SIGNED, SEALED AND DELIVERED

in the presence of

Witness	)	Applicant Signature
)	
)	
)	
Witness	)	Applicant Signature
)	
)	
	)	THE CORPORATION OF THE TOWNSHIP OF HORTON
)	
	)	Per: MAYOR
)	
	)	Per: CAO/Clerk

'APPENDIX 1'

Insert full legal description of lands

DRAFT

Township Of HortonMARCH 2023 BUILDING REPORT

Month	No. of Permits	2023 Value of Permits	2022 Value of Permits	2021 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	\$ -							
February	4	\$ 1,258,600	\$1,635,000	\$ 785,000		2	2			7,641	0
March	3	\$ 663,000	\$1,083,200	\$ 1,340,000	1	1	1			6,375	0
April			\$879,000	\$ 2,291,300							
May			\$1,765,000	\$ 1,391,000							
June			\$2,220,400	\$ 348,000							
July			\$149,000	\$ 540,000							
August			\$641,000	\$ 1,355,000							
September			\$1,500,000	\$ 1,021,000							
October			\$825,000	\$ 996,000							
November			\$0	\$ 3,130,500							
December			\$0	\$ 80,000							
TOTALS	7		\$10,697,600	\$ 13,277,800	1	3	3	0	0	14,016	0

RETURN TO AGENDA

Open Planning Files as of March 17, 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
2497095 Ontario Inc (Corey Scheel)	B62/19	1	30-Jul-19	30-Jul-19	01-Aug-19		No movement on File
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
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	3	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

RETURN TO AGENDA

Open Planning Files as of March 17, 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
Douwe Bakker	B121/21 B122/21	2	28-Jul-21	July 28, 2021 but signed Oct 19	25-Oct-21	02-Nov-21	Notice of Decision rec'd Feb 13/23 - applicant to complete conditions
Douwe Bakker	B123/21 B124/21 B125/21 B126/21	3	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
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	B190/21 Complete Notice of Decision rec'd Nov 24 - applicant to complete conditions for B188 & B189
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
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	Planning Reports rec'd Feb 17 2023
Darcy & Cheryl Warren	B178/22 B179/22	2	06-Oct-22	06-Oct-22	14-Dec-22		Municipal documents sent to Cty
Dan & Lyn Ripley	B183/22	1	17-Oct-22	17-Oct-22	15-Dec-22	19-Dec-22	Notice of Decision rec'd Apr 12 2023
William Juby & Robert Barker	B222/22	1	01-Dec-22	01-Dec-22	10-Mar-23	13-Mar-23	Municipal documents sent to Cty
D.C. Hawkins Holdings Ltd	B02/23 B03/23 B04/23	3	01-Jan-23	07-Feb-23	16-Mar-23		Township working on comments/municipal reports

Open Planning Files as of March 17, 2023

File Name	File Type	File Status
Eric & Marion Draper	Zoning By-law Amendment	Complete
Lydia Pleau	Zoning By-law Amendment	Complete
John Humphries & Susan Wicks	Minor Variance	Complete
Morris Eady	Minor Vairance	Council to have site visit and public meeting - No movement on file since 2021



Township of Horton
COUNCIL / COMMITTEE REPORT

Title: TES Committee Chair's Report – April 12 th , 2023	Date: April 18, 2023
	Council/Committee: Council
	Author: Nikky Dubeau, Executive Assistant
	Department: TES

RECOMMENDATIONS:

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

BACKGROUND:

10 Year Capital Roads Rehabilitation Plan

Public Works Manager Adam Knapp stated that the majority of the roads are in good condition now and that they will be working on a maintenance base versus a reconstruction of rehabilitation base. Mayor Bennett stated that when the time comes for the rehabilitation of Cobus Road, the County be approached for cost sharing or contribution as it will be a detour road for the 417 Expansion.

Updated 2023 LFS Expansion Feasibility Work Plan Funding

The Committee was in agreeance to move forward with the additional studies and costs.

Moved by Deputy Mayor Webster

Seconded by Bob Kingsbury

THAT the TES Committee recommend to Council to increase the initial funds allocated for the Landfill Expansion Feasibility work to include the additional required studies to \$32,137.20 including HST;

AND THAT this be funded from the Environmental Reserves.

Carried

WM 2020-01 Contract Termination and Depot Recycling Contract

The Committee was in agreeance to move forward with the termination of the contract.

Moved by Tyler Anderson

Seconded by Bob Kingsbury

THAT the TES Committee recommend to Council to notify Emterra Environmental that our current curbside collection and depot collection contract will be terminated as of June 30th, 2023 at 11:59 p.m.;

AND THAT Staff are directed to contract Circular Materials Ontario's curbside collection contractor to collect depot recycling at the Township 's Landfill site for residential and Industrial, Commercial and Institutional (ICI) recycling.

Carried

RETURN TO AGENDA

New/Other Business

Public Advisory Member Tyler Anderson questioned if there was any update on the proposed gravel pit on Storyland Road affecting the surface and ground water at the Landfill Site. The Public Works Manager is to discuss with the CAO/Clerk and bring back any information. Public Works Manager Adam Knapp stated the for the Mullins Road Rehabilitation, he believed a base stabilization lift would be the best fit. He also stated that he received the 50% Designs for the Community Centre HVAC Upgrades and will forward electronically to the committee.

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



THE CORPORATION OF THE TOWNSHIP OF HORTON

Memo from the CAO/Clerk as of April 14, 2023.

INFORMATION provided **NOT** included in the Regular Council meeting package of April 18, 2023.

INFORMATION EMAILED

1. AMO Professional Development Line up for 2022-2023
2. Letter from Min. Steve Clark
3. Ontario Introduces Next Steps to Support Housing Supply
4. ROMA Free Webinars
5. 2023 Calendars

RETURN TO AGENDA

CORPORATION OF THE TOWNSHIP OF HORTON

BY-LAW 2023-22

BEING A BY-LAW TO PROVIDE FOR THE ADOPTION OF THE ESTIMATES FOR SUMS REQUIRED FOR THE YEAR 2023

WHEREAS *Section 290 of the Municipal Act, 2001*, provides that the Council of a local municipality shall in each year prepare and adopt estimates of all sums required during the year for the purposes of the municipality including amounts sufficient to pay all debts of the municipality falling due within the year; amounts required for any Board, Commission or other body, and;

WHEREAS *Section 291(1) of the Municipal Act, 2001*, provides that before a budget can be adopted or amended, under Section 290, the municipality shall give public notice of its intention to adopt or amend the budget at a council meeting specified in the notice.

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

1. THAT the municipality has published public notice of its' intent to adopt 2023 budget estimates in the local newspapers on Wednesday March 29th, 2023, and Thursday March 30th, 2023
2. THAT Council adopts the Township of Horton 2023 consolidated budget requiring the sum of Two Million Six Hundred Eighty-Two Thousand and Three Dollars (\$2,682,003) as the estimate of the property tax levy required during the year 2023 for all purposes of the Corporation of the Township of Horton.
3. THAT this By-Law shall come into full force and take effect upon the passing thereof.

BE IT FURTHER ENACTED that all By-Laws or parts thereof, and all or any Resolutions of Council contrary thereto, or inconsistent herewith, be and the same are hereby repealed.

READ a first and second time this 18th day of April, 2023.

READ a third and final time and passed this this 18th day of April, 2023.

MAYOR David M. Bennett

CAO/CLERK Hope Dillabough

RETURN TO AGENDA

THE CORPORATION OF THE TOWNSHIP OF HORTON**BY-LAW NO. 2023-23****BEING A BY-LAW TO ESTABLISH A POLICY REGARDING
THE USE OF AN UNOPENED ROAD ALLOWANCE**

WHEREAS The Council for the Corporation of the Township of Horton deems it expedient to establish policies;

WHEREAS The Municipal Act S.O. 2001, c 25, Section 5(3), as amended provides that a municipal power, including a municipality's capacity rights, powers and privileges under section 9, shall be exercised by by-law;

AND WHEREAS Council deems it desirable to establish a policy regarding the use of Unopened Road Allowances;

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

1. **THAT** the Council of the Corporation of the Township of Horton hereby adopt Corporate Policy T-07 Use of Unopened Road Allowance Policy attached hereto and marked as Schedule "A" to this By-Law.
2. **THAT** this By-Law shall come into force and take effect immediately upon the passing thereof.
3. **THAT** this By-law shall not be interpreted to contradict or violate any statute or regulation of the Province of Ontario.
4. **BE IT FURTHER ENACTED**, that all By-Laws or parts thereof, and all or any Resolutions of Council contrary thereto, or inconsistent herewith, be and the same are hereby repealed.

READ a first and second time this 18th day of April, 2023

READ a third time and passed this 18th day of April, 2023

MAYOR David M. Bennett

CAO/Clerk Hope Dillabough

Schedule 'A' to By-law 2023-23

RETURN TO AGENDA

The Township of Horton Policy and Procedures			
SECTION: TRANSPORTATION			POLICY #: T-07
POLICY: Use of Unopened Road Allowances - DRAFT			
DATE: April 2023	REV. DATE: By-Law 2023-23	COVERAGE: Transportation & Environmental Services	PAGE #: 1 of 4

POLICY STATEMENT

The Corporation of the Township of Horton is committed to ensuring the effective, efficient and equitable use of Township Unopened Road Allowances and provide policy direction regarding right of access.

BACKGROUND

Unopened Road Allowances are, by statutory definition, common and public highways.

The Municipal Act, Section 30 provides the ownership of every highway is vested in the municipality for the time being having jurisdiction over it subject to any rights reserved by the person who laid out or dedicated the highway. With some rare exceptions, all unopened road allowances within the boundaries of a municipality are owned by the Corporation.

The Municipal Act, Section 28(2) provides that except where jurisdiction over a highway is expressly conferred upon another Council, the Council of every municipality has jurisdiction over all highways within the municipality. This means that generally speaking, the Council of the Corporation has jurisdiction over all unopened road allowances.

The Municipal Act, Section 44(1) and (2) requires the Corporation to keep public roads in repair and is liable in damages for default of their duty to repair. However, by subsection 31 (4), the duty does not extend to a road unless it is established by by-law of the Council or otherwise assumed for public use by the Corporation.

The Corporation, therefore, does not have a duty to repair unopened road allowances and it is not liable for non repair.

RIGHT OF PUBLIC ACCESS

Members of the public have a right of access to, over and along unopened road allowances for the purpose of passing or repassing only.

RETURN TO AGENDA

The Township of Horton Policy and Procedures			
SECTION: TRANSPORTATION			POLICY #: T-07
POLICY: Use of Unopened Road Allowances - DRAFT			
DATE: April 2023	REV. DATE: By-Law 2023-23	COVERAGE: Transportation & Environmental Services	PAGE #: 2 of 4

The Public's right of access to an unopened road allowance does not carry with it the right to make any improvements or alterations to the land to exercise that right of access without consent of the Corporation.

POWER OF A MUNICIPALITY TO PERMIT USE AND IMPROVEMENT

The municipality has full jurisdiction over unopened road allowances. The municipality also retains the right to permit persons to make improvements to unopened road allowances to use such allowances for access to their properties. However, the right of access of the public to an unopened road allowance is paramount and therefore the municipality does not have the right to permit the use or improvement of a road allowance in such way as to restrict public access to it. If the municipality wishes to grant exclusive use of an unopened road allowance under the Municipal Act, or in the case of a plan of subdivision, this occurs under the provisions of the Registry Act and/or Land Titles Act.

APPLICATION TO MAKE IMPROVEMENTS

Members of the public require consent from the municipality, in form of agreement, if they are making improvements to an unopened road allowance such as building a road/driveway to exercise their rights of access. On receipt of an application to improve an unopened road allowance, the municipality should address the following concerns:

1. It should be the responsibility of the applicant to determine the location of the road allowance on the ground, by Legal Plan of Survey.
2. The municipality will not be in a position where it is deemed to have assumed a proposed road for public use and thereby incur the obligation to repair.
3. The municipality wants to make it clear to the public that any improvements on an unopened road allowance does not deem it as an opened public highway maintained by the municipality.
4. The municipality shall know and control the extent of the work and/or improvement to the unopened road allowance.
5. The applicant, i.e. the owners of the land to be accessed by the improved unopened road allowance, shall agree to indemnify the municipality in respect of any claims.
6. The applicant shall agree that they are not entitled to nor will they demand services over the road, including maintenance of the road, snowplowing, garbage pick-up, school bus service, etc.

RETURN TO AGENDA

The Township of Horton Policy and Procedures			
SECTION: TRANSPORTATION			POLICY #: T-07
POLICY: Use of Unopened Road Allowances - DRAFT			
DATE: April 2023	REV. DATE: By-Law 2023-23	COVERAGE: Transportation & Environmental Services	PAGE #: 3 of 4

7. Once the Agreement is entered into, it shall be registered against the title to the lands to be served by the unopened road allowance and shall serve as notice to anyone purchasing or mortgaging the land that the access road is not a municipally maintained road. This expense shall be borne solely by the applicant.

AGREEMENT PERMITTING IMPROVEMENT

The Municipality requires the Applicant (owner of the land) to enter into an Agreement, as attached as “Schedule A” and be adopted formally by a By-Law of Council. In any given situation there may be other matters to be included in an Agreement which can be modified accordingly, adding to the attached template. The Applicant shall be responsible for the cost of registering the Agreement on title and providing a copy of Registration to the municipality to attached to the Agreement.

The Township of Horton Policy and Procedures			
SECTION: TRANSPORTATION			POLICY #: T-07
POLICY: Use of Unopened Road Allowances - DRAFT			
DATE: April 2023	REV. DATE: By-Law 2023-23	COVERAGE: Transportation & Environmental Services	PAGE #: 4 of 4

“Schedule A” – Form of Agreement

THE CORPORATION OF
THE TOWNSHIP OF HORTON

BY-LAW NO. _____

Being a by-law to authorize an agreement between the
Corporation of the Township of Horton and _____

WHEREAS Council wishes to enter into an agreement with Applicant's Name to permit use of the unopened road allowance between Concession and Lot (insert Legal Description)

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

THAT the Mayor and CAO/Clerk be authorized to enter into the agreement attached hereto as 'Schedule A' and forming a part of this by-law with Applicant's Name and that the said agreement be registered on title.

THAT this by-law shall come into effect upon the passing thereof.

READ a First and Second Time this ____ day of _____, 20__.

READ a Third Time and passed this ____ day of _____, 20__.

MAYOR

CAO/CLERK

Schedule 'A'

THIS AGREEMENT MADE IN DUPLICATE

This _____ day of _____, 20_____

BETWEEN: Applicant's Name
(hereinafter called the "Owner")

PARTY OF THE FIRST PART

AND

THE CORPORATION OF THE TOWNSHIP OF HORTON
(hereinafter called the "Township")

PARTY OF THE SECOND PART

WHEREAS the Owner is owner of Insert Legal Description in the Township of Horton, as set out in Appendix 1 hereto annexed to this agreement, and is desirous of improving the unopened road allowance leading to their lands and being part of the road allowance between Insert Legal Description;

AND WHEREAS the Township is the Owner of the road allowance between Insert Legal Description being an unopened road allowance;

AND WHEREAS Council has authorized the Mayor and CAO/Clerk to enter into the agreement pursuant to By-law 2023-XX;

NOW THEREFORE this Agreement witnesseth that in consideration of the premises and mutual covenants herein contained, the Parties hereto covenant and agree as follows:

1. During the pleasure of Council, the Owner shall be permitted to undertake such works as are necessary upon the road allowance between Insert Legal Description aforesaid to such extent as they see fit in order to construct a road as a means of access to their lands being part of Lot 24, concession 6 within the Township of Horton. The works as aforesaid will include such items as removal of rocks, trees and stumps and the placing of gravel on the road allowance and relocating any existing fences.
2. The Owner acknowledges that the Owner will be solely responsible for determining the location of the unopened road allowance and ensuring that the proposed improvements are contained wholly within the road allowance.
3. The Owner acknowledges that entering into this Agreement is not deemed to be an assumption of the unopened road allowance and that the Township will not be responsible for maintenance or repair of the road allowance or any improvements thereto nor assume any liability in that regard.
4. The Owner shall use the unopened road allowance only for normal access to and from the said lands by persons, vehicles and animals and acknowledges that members of the public have the right to pass and repass on the road allowance.
5. The Owner shall not erect any gates or barriers on the road allowance.
6. The Owner agrees that in respect of the said lands, the Owner will not be entitled to nor will the Owner demand any municipal services available to lands fronting on an opened public highway maintained by the Township, and that such services may include road maintenance, winter snow plowing, garbage pick-up, school bus service etc.

RETURN TO AGENDA

- 7. The Owner shall be responsible for all charges and costs in connection with the matters referred to in paragraph 1 above including but not limited to all construction and material costs.
- 8. The Owner shall ensure that any improvements made to the unopened road allowance shall be made to accommodate emergency vehicle access.
- 9. The Owner shall consent to the registration of this Agreement on title of their lands.
- 10. The Township shall not be responsible for any maintenance or improvements of the works undertaken by the Owner whatsoever.
 - a. The Owner undertakes to hold harmless and agree to indemnify the Township against any liability whatever incurred by it by reason of it permitting the Owner to construct and improve the unopened road allowance as aforesaid, said indemnity to include all claims, actions and demands whatsoever including but not limited to claims, actions and demands by third parties or those claiming under them arising out of the owner's or anyone else's use of the said lands and the Township's ownership of the said lands.
 - b. In the event that liabilities are incurred by the Township by reason of their entry into this Agreement, the Owner shall indemnify the Township from all claims, damages, costs, expenses, and actions arising out of such liability.
 - c. In the event that the Township subsequently determines to open the unopened road allowance as aforesaid as a public travelled road, the Owner will not object and will turn over to the Township free of charge all the works undertaken by him.
 - d. The Owner agrees to obtain an acknowledgement from any subsequent owner accepting and agreeing to fulfil the terms of this Agreement and the Owner agrees to obtain from such subsequent owner, if any, an undertaking to obtain a like acknowledgement and acceptance from any subsequent purchaser of the property.
 - e. The Owner agrees that this agreement does not bind the Township to any rezoning, official plan amendments and issuance of building permits.

THIS AGREEMENT SHALL inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, successors in title and assigns.

IN WITNESS WHEREOF the Parties hereto have hereunder set their hand and the corporate seal on the day and date written above.

SIGNED, SEALED AND DELIVERED
in the presence of

)	
Witness	)	Applicant Signature
)	
)	
)	
Witness	)	Applicant Signature
)	
)	
	)	THE CORPORATION OF THE
	)	TOWNSHIP OF HORTON
)	
)	
	)	Per: MAYOR
)	
)	
	)	Per: CAO/Clerk

'APPENDIX 1'

Insert full legal description of lands

**THE CORPORATION OF
THE TOWNSHIP OF HORTON
BY-LAW NO. 2023-24**

Being a by-law to authorize an agreement between the
Corporation of the Township of Horton and Scott and Shallon Reid

WHEREAS Council wishes to enter into an agreement with Scott and Shallon Reid to permit use of the unopened road allowance between Lots 26 & 27 Concession 7 and between Concession 6 & 7, Lot 25.

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

THAT the Mayor and CAO/Clerk be authorized to enter into the agreement attached hereto as 'Schedule A' and forming a part of this by-law with Scott and Shallon Reid and that the said agreement be registered on title.

THAT this by-law shall come into effect upon the passing thereof.

READ a First and Second Time this 18th day of April, 2023.

READ a Third Time and passed this 18th day of April, 2023.

MAYOR David M. Bennett

CAO/CLERK Hope Dillabough

Schedule 'A'

THIS AGREEMENT MADE IN DUPLICATE

This _____ day of _____, 2023

BETWEEN: Scott and Shallon Reid
(hereinafter called the "Owners")

PARTY OF THE FIRST PART

AND

THE CORPORATION OF THE TOWNSHIP OF HORTON
(hereinafter called the "Township")

PARTY OF THE SECOND PART

WHEREAS the Owner is owner of Part of Lot 24, Concession 6 in the Township of Horton, as set out in Appendix 1 hereto annexed to this agreement, and is desirous of improving the unopened road allowance leading to their lands and being part of the road allowance between Lots 26 & 27 Concession 7 and between Concession 6 and 7, Lot 25;

AND WHEREAS the Township is the Owner of the road allowance between Lots 26 & 27 Concession 7 and between Concession 6 and 7, Lot 25 being an unopened road allowance;

AND WHEREAS Council has authorized the Mayor and CAO/Clerk to enter into the agreement pursuant to By-law 2023-24;

NOW THEREFORE this Agreement witnesseth that in consideration of the premises and mutual covenants herein contained, the Parties hereto covenant and agree as follows:

1. During the pleasure of Council, the Owner shall be permitted to undertake such works as are necessary upon the road allowance between Lots 26 & 27 Concession 7 and between Concession 6 and 7, Lot 25 aforesaid to such extent as they see fit in order to construct a road as a means of access to their lands being part of Lot 24, concession 6 within the Township of Horton. The works as aforesaid will include such items as removal of rocks, trees and stumps and the placing of gravel on the road allowance and relocating any existing fences.
2. The Owner acknowledges that the Owner will be solely responsible for determining the location of the unopened road allowance and ensuring that the proposed improvements are contained wholly within the road allowance.
3. The Owner acknowledges that entering into this Agreement is not deemed to be an assumption of the unopened road allowance and that the Township will not be responsible for maintenance or repair of the road allowance or any improvements thereto nor assume any liability in that regard.
4. The Owner shall use the unopened road allowance only for normal access to and from the said lands by persons, vehicles and animals and acknowledges that members of the public have the right to pass and repass on the road allowance.
5. The Owner shall not erect any gates or barriers on the road allowance.
6. The Owner agrees that in respect of the said lands, the Owner will not be entitled to nor will the Owner demand any municipal services available to lands fronting on an opened public highway maintained by the Township, and that such services may include road maintenance, winter snow plowing, garbage pick-up, school bus service etc.
7. The Owner shall be responsible for all charges and costs in connection with the matters referred to in paragraph 1 above including but not limited to all construction and material costs.

RETURN TO AGENDA

- 8. The Owner shall ensure that any improvements made to the unopened road allowance shall be made to accommodate emergency vehicle access.
- 9. The Owner shall consent to the registration of this Agreement on title of their lands.
- 10. The Township shall not be responsible for any maintenance or improvements of the works undertaken by the Owner whatsoever.
 - a. The Owners undertake to hold harmless and agree to indemnify the Township against any liability whatever incurred by it by reason of it permitting the Owners to construct and improve the unopened road allowance as aforesaid, said indemnity to include all claims, actions and demands whatsoever including but not limited to claims, actions and demands by third parties or those claiming under them arising out of the owner's or anyone else's use of the said lands and the Township's ownership of the said lands.
 - b. In the event that liabilities are incurred by the Township by reason of their entry into this Agreement, the Owners shall indemnify the Township from all claims, damages, costs, expenses, and actions arising out of such liability.
 - c. In the event that the Township subsequently determines to open the unopened road allowance as aforesaid as a public travelled road, the Owners will not object and will turn over to the Township free of charge all the works undertaken by him.
 - d. The Owners agree to obtain an acknowledgement from any subsequent owner accepting and agreeing to fulfil the terms of this Agreement and the Owner agrees to obtain from such subsequent owner, if any, an undertaking to obtain a like acknowledgement and acceptance from any subsequent purchaser of the property.
 - e. The Owners agree that this agreement does not bind the Township to any rezoning, official plan amendments and issuance of building permits.

THIS AGREEMENT SHALL inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, successors in title and assigns.

IN WITNESS WHEREOF the Parties hereto have hereunder set their hand and the corporate seal on the day and date written above.

SIGNED, SEALED AND DELIVERED

in the presence of

_____)	_____
Witness	)	Scott Reid
)	
)	
_____)	_____
Witness	)	Shallon Reid
)	
	)	THE CORPORATION OF THE
	)	TOWNSHIP OF HORTON
)	
)	_____
	)	Per: MAYOR David M. Bennett
)	
)	_____
	)	Per: CAO/CLERK Hope Dillabough

CORPORATION OF THE TOWNSHIP OF HORTON

BY-LAW NO. 2023-25

A BY-LAW TO CONFIRM PROCEEDINGS OF THE COUNCIL OF THE TOWNSHIP OF HORTON AT THE REGULAR COUNCIL MEETING HELD APRIL 18TH, 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 18th day of April, 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 18th day of April, 2023.

READ a third time and passed this 18th day of April, 2023.

MAYOR David M. Bennett

CAO/CLERK Hope Dillabough

RETURN TO AGENDA