



**THE CORPORATION OF THE TOWNSHIP OF HORTON  
COUNCIL MEETING – JANUARY 24<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. APPOINT ACTING CLERK – NICHOLE DUBEAU**

**6. DELEGATIONS &/OR PUBLIC MEETINGS – NONE**

**7. MINUTES FROM PREVIOUS MEETINGS**

7.1 January 10<sup>th</sup> – Regular Council

**PG.3**

**8. BUSINESS ARISING FROM MINUTES**

**9. COMMITTEE REPORTS:**

**9.1 RECREATION COMMITTEE**

▪ **CHAIR HUMPHRIES**

9.1.1 Chair’s Report – January 12<sup>th</sup>, 2023

**PG.9**

9.1.2 Staff Report - GICB Application Revision

**PG.11**

**10. CORRESPONDENCE SUMMARY**

**10.1 INFORMATION CORRESPONDENCE**

10.1.1 CAO/Clerk Information Memo

**PG.15**

**10.2 ACTION CORRESPONDENCE**

10.2.1 Request to Use Community Centre

**PG.16**

**11. BY-LAWS**

11.1 2023-06 County of Renfrew Planning Services Agreement

**PG.17**

11.2 2023-07 Employment By-law

**PG.35**

11.3 2023-08 Adopt Corporate Policy Section T-06

**PG.40**

11.4 2023-09 Atwater Tile Drain Loan

**PG.74**

**12. NOTICE TO FILE MOTION FOR NEXT COUNCIL MEETING**

**13. COUNCIL/STAFF MEMBERS CONCERNS**

**RETURN TO AGENDA**

**14. RESOLUTIONS**

**15. IN CAMERA (Closed) SESSION (as required)**

15.1 Pursuant to Section 239(2) (b) of the Municipal Act,

- b) Personal matter about an identifiable individual, including municipal or local board employees –Committee Appointment

**16. CONFIRMING BY-LAW 2023-10**

**PG.78**

**17. ADJOURNMENT**

**THE CORPORATION OF THE TOWNSHIP OF HORTON**

REGULAR COUNCIL MEETING  
JANUARY 10<sup>TH</sup>, 2023

There was a Regular Meeting of Council held in the Council Chambers on Tuesday January 10<sup>th</sup>, 2023. Present were Mayor David Bennett, Deputy Mayor Tom Webster, Councillor Doug Humphries, and Councillor Daina Proctor. Staff present was Hope Dillabough, CAO/Clerk, Nathalie Moore, Treasurer, Adam Knapp, Public Works Manager, and Nichole Dubeau, Executive Assistant – Recording Secretary.

Councillor Glen Campbell was present at 4:04 p.m.

**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**

Mayor Bennett declared pecuniary interest on item 8.1.1 – TES Chair's Report – January 4<sup>th</sup>, 2023

**4. CONFIRMATION OF COUNCIL AGENDA**

Moved by Councillor Humphries

**RESOLUTION NO. 2023-01**

Seconded by Deputy Mayor Webster

**THAT** Council adopt the Agenda for the January 10, 2023 Regular Council Meeting.

**Carried**

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

5.1 Jen Gruntz, Zone 6 Account Manager – MPAC

Jen Gruntz, Zone 6 Account Manager for MPAC was present.

Ms. Gruntz reviewed her presentation for Council. She highlighted on reassessments being postponed due to COVID-19 in order to assist property owners by keeping assessment values at the 2016 rates. The reassessment cycle will resume whenever the Provincial Government decides. She added that assessment increases are phased in equally over 4 years, but decreases are immediate. Treasurer Nathalie Moore stated that MPAC will be coming to the Township for the day on February 2, 2023 for ratepayers to come and ask any questions to MPAC directly. Ms. Moore added that this is something that could happen every quarter.

**6. MINUTES**

6.1 December 20<sup>th</sup>, 2022 – Regular Council

Moved by Councillor Campbell

**RESOLUTION NO. 2023-02**

Seconded by Councillor Humphries

**THAT** Council approve the following Minutes:

- December 20<sup>th</sup>, 2022 – Regular Council

**Carried**

**7. BUSINESS ARISING FROM MINUTES**

There was no business arising from the minutes.

**8. COMMITTEE REPORTS:**

**RETURN TO AGENDA**

## **8.1 TRANSPORTATION & ENVIRONMENTAL SERVICES COMMITTEE**

### 8.1.1 Chair's Report – January 4<sup>th</sup>, 2023

Mayor Bennett declared pecuniary interest.

Chair Humphries reviewed the report. Public Works Manager Adam Knapp added that he would like to move forward with the HVAC repairs prior to the passing of the 2023 budget. Council members were in agreement to move forward with the repairs. Councillor Proctor requested that Mr. Knapp get a price and supply guarantee for the parts and labour.

### 8.1.2 Staff Report – GICB Application & Design Stage II

Public Works Manager Adam Knapp reviewed the report.

## **8.2 PLANNING COMMITTEE**

Public Advisory Members Lisa Branje and Bob Johnston were present.

Public Advisory Member Murray Gahan sent his regrets.

### 8.2.1 October – December Building Report

Council reviewed the report.

### 8.2.2 Planning Files Update

Council reviewed the report. Mayor Bennett stated that the County of Renfrew is looking at implementing their own Lot Development Fees for new lots.

### 8.2.3 Staff Report – Planning Services Agreement with County of Renfrew

CAO/Clerk Hope Dillabough reviewed the report. Council members agreed to proceed with the agreement.

## **8.3 GENERAL GOVERNMENT COMMITTEE**

Public Advisory Member Spencer Hopping was present.

Public Advisory Member Susan Humphries sent her regrets.

### 8.3.1 Staff Report – Flood Hazard and Identification Mapping

CAO/Clerk Hope Dillabough reviewed the report.

### 8.3.2 Staff Report – 2022 Election Accessibility Report

Executive Assistant Nichole Dubeau reviewed the report.

### 8.3.3 5-Year Strategic Plan RFP

CAO/Clerk Hope Dillabough reviewed the report.

### 8.3.4 2022 Council Remuneration & Expenses

Treasurer Nathalie Moore reviewed the report.

### 8.3.5 2023 Cost of Living Adjustment

CAO/Clerk Hope Dillabough reviewed the report. Councillor Proctor stated her concerns with residents having a fixed monthly income and should not have a tax levy increase due to Consumer Price Index increases. She added that employees should be getting a raise based on performance and the grid review. She stated she was not in favour for the COLA increase. Mayor Bennett stated that the salaries for the Township were always lower than the surrounding municipalities until the pay equity review done in 2022 and that he was recommending 4% COLA. Public Advisory Member Spencer Hopping stated that finding and retaining municipal staff has become an increased problem in the

County of Renfrew and many employees leave one municipality for another just based on the pay. Councillor Humphries added that the last term of Council was able to maintain the annual budget around 2% and has a small number of staff compared to other municipalities.

#### 8.3.6 2023 Budget Timelines

Treasurer Nathalie Moore reviewed the report.

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

#### 8.4.1 Renfrew & Area Seniors Home Support

Councillor Humphries gave a brief update.

#### 8.4.2 Chamber of Commerce

Councillor Humphries gave a brief update.

#### 8.4.3 County Council

Mayor Bennett gave a brief update. CAO/Clerk Hope Dillabough is to forward information to Council received from Bruce Howarth, County of Renfrew Planning Manager, regarding OPA 35.

## **9. CORRESPONDENCE SUMMARY**

### **9.1 INFORMATION CORRESPONDENCE**

#### 9.1.1 CAO/Clerk Information Memo

Discussion went around the table with information previously distributed. Councillor Humphries requested that important programs from Ottawa Valley Business be posted on the Township's website and/or Facebook page.

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

## **10. BYLAWS**

- 10.1 2023-01 Borrowing By-law
- 10.2 2023-02 Interim Taxes 2023
- 10.3 2023-03 Appoint Livestock Valuer
- 10.4 2023-04 Appoint Committee of Adjustment

## **11. NOTICE TO FILE MOTION FOR NEXT COUNCIL – NONE**

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

There were no Council or Staff members concerns.

## **13. RESOLUTIONS**

Moved by Councillor Humphries

**RESOLUTION NO. 2023-03**

Seconded by Deputy Mayor Webster

**THAT** Council receive the TES Chair's Report as information.

**Carried**

Moved by Councillor Humphries

**RESOLUTION NO. 2023-04**

Seconded by Councillor Campbell

**THAT** upon recommendation from the TES Committee, Council adopt the T-06 Winter Maintenance and Salt Management policy into the Township's Corporate Policies;

AND THAT this be brought back by by-law for Council enactment.

**Carried**

**RETURN TO AGENDA**

Moved by Councillor Humphries  
Seconded by Councillor Campbell

**RESOLUTION NO. 2023-05**

**THAT** upon recommendation from the TES Committee, Council agree 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 Operating Budget.

**Carried**

**Mayor Bennett declared pecuniary interest and did not vote.**

Moved by Deputy Mayor Webster  
Seconded by Councillor Proctor

**RESOLUTION NO. 2023-06**

**THAT** Council, upon recommendation from the TES Committee, approve the repair of the Community Centre HVAC system by Valley Ventilation;

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

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

**Carried**

Moved by Deputy Mayor Webster  
Seconded by Councillor Humphries

**RESOLUTION NO. 2023-07**

**THAT** Council agree 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;

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

**Carried**

Moved by Councillor Proctor  
Seconded by Councillor Humphries

**RESOLUTION NO. 2023-08**

**THAT** Council receive the October – December Building report as information.

**Carried**

Moved by Councillor Campbell  
Seconded by Deputy Mayor Webster

**RESOLUTION NO. 2023-09**

**THAT** Council receive the Planning Files Update report as information.

**Carried**

Moved by Councillor Humphries  
Seconded by Councillor Campbell

**RESOLUTION NO. 2023-10**

**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.

**Carried**

Moved by Deputy Mayor Webster  
Seconded by Councillor Humphries

**RESOLUTION NO. 2023-11**

**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.

**Carried**

Moved by Councillor Humphries  
Seconded by Councillor Proctor

**RESOLUTION NO. 2023-12**

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

**Carried**

**RETURN TO AGENDA**

Moved by Deputy Mayor Webster **RESOLUTION NO. 2023-13**  
Seconded by Councillor Proctor  
**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.  
**Carried**

Moved by Councillor Humphries **RESOLUTION NO. 2023-14**  
Seconded by Councillor Campbell  
**THAT** Council accepts the Council Remuneration Report for the year ending December 31, 2022 as presented.  
**Carried**

Moved by Councillor Campbell **RESOLUTION NO. 2023-15**  
Seconded by Councillor Humphries  
**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.  
**Councillor Proctor requested a recorded vote.**

	Yea	Nay
<b>D. Bennett</b>		<b>X</b>
<b>T. Webster</b>	<b>X</b>	
<b>G. Campbell</b>	<b>X</b>	
<b>D. Humphries</b>	<b>X</b>	
<b>D. Proctor</b>		<b>X</b>

**Carried on Division.**

Moved by Councillor Humphries **RESOLUTION NO. 2023-16**  
Seconded by Deputy Mayor Webster  
**THAT** Council receive the proposed 2023 Budget timelines as information.  
**Carried**

Moved by Councillor Humphries **RESOLUTION NO. 2023-17**  
Seconded by Councillor Proctor  
**THAT** Council receive the reports for Community Committees and County Council as information.  
**Carried**

Moved by Deputy Mayor Webster **RESOLUTION NO. 2023-18**  
Seconded by Councillor Proctor  
**THAT** Council accept the CAO/Clerk’s Information Memo for the January 10<sup>th</sup>, 2023 meeting.  
**Carried**

Moved by Councillor Humphries **RESOLUTION NO. 2023-19**  
Seconded by Councillor Campbell  
**THAT** Council enact the following By-laws:

- 2023-01 Borrowing By-law
- 2023-02 Interim Taxes 2023
- 2023-03 Appoint Livestock Valuer
- 2023-04 Appoint Committee of Adjustment

**Carried**

**14. IN CAMERA (Closed) SESSION – NONE**

**15. CONFIRMING BYLAW**

Moved by Deputy Mayor Webster  
Seconded by Councillor Campbell

**RESOLUTION NO. 2023-20**

**THAT** Council enact By-law 2023-05– Confirming By-Law.

**Carried****16. ADJOURNMENT**

Mayor Bennett declared the meeting adjourned at 6:28 p.m.

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MAYOR David M. Bennett

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CAO/CLERK Hope Dillabough

**RETURN TO AGENDA**





## Township of Horton

### COUNCIL / COMMITTEE REPORT

<b>Title:</b>  Recreation Chair's Report – January 12 <sup>th</sup> , 2023	<b>Date:</b>	January 24, 2023
	<b>Council/Committee:</b>	Council
	<b>Author:</b>	Amanda Ryan, Receptionist/Clerk
	<b>Department:</b>	Recreation

### **RECOMMENDATIONS:**

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

### **BACKGROUND:**

#### Ontario Winter Games

Mayor Bennett informed the group that the committee needs about 200 volunteers. Ms. Ryan is to post on Facebook and web on how individuals can sign up to volunteer.

#### Horton Recreation Association (HRA)

There was no exposure during COVID. A date is yet to be chosen for a meeting to gather those who expressed interest at an earlier time.

#### Smart Serve Course

Ms. Ryan received the name of the contact from AGCO. This person cannot teach the course but would rather elaborate on the rules and regulations that would be learned in the course. The topic has been tabled.

#### Signage for Millennium Trail

Efforts to continue to find out what is acceptable from the County and Paramedic Service.

#### Rink Ice Update

The ice should be ready for use the weekend of January 21<sup>st</sup> & 22<sup>nd</sup>. Updates are being posted on the website and Facebook.

#### Remembrance Day Update

Thanks to Ladies Catering, Burt Virgin, Bruce Golden, Mackie McLaren and Amanda Ryan were expressed for a successful event. Special thanks to the Colour Party for adding a welcome dynamic to the ceremony.

#### Craft Sale Update

Ms. Ryan stated the event was successful for all shoppers, crafters and the kitchen. A date has been set for the 2023 Christmas Craft Sale.

#### Winter Carnival

Discussion on a winter event to bring together the community was discussed. The date of March 4<sup>th</sup> was set to host a breakfast and other small events.

#### Trivia Night

As the last event was well received, another trivia night will be held on April 15<sup>th</sup>.

**RETURN TO AGENDA**

Third Public Advisory MemberMoved by Nellie KingsburySeconded by Sharon Bennett

**THAT** the Recreation Committee recommend to Council approve the application from Claire Rouble for Recreation Public Advisory Member.

**Carried**

Participation Grant

It was agreed that this event takes a lot of time to execute. It was felt that other things could be done to increase physical exercise in the community. The grant will not be applied for.

Staff/Members Concerns

A brief discussion on past events and ideas took place. Ms. Ryan stated that someone has reached out to her looking to volunteer to teach ballroom dancing classes.

**ALTERNATIVES:** N/A

**FINANCIAL IMPLICATIONS:** N/A.

**CONSULTATIONS:** N/A

**Prepared by:** Amanda Ryan, Receptionist/Clerk

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

**RETURN TO AGENDA**



## Township of Horton COUNCIL / COMMITTEE REPORT

<b>Title:</b>  <b>GICB Application Revision</b>	<b>Date:</b>	Jan 24 <sup>th</sup> , 2023
	<b>Council/Committee:</b>	Council
	<b>Author:</b>	Adam Knapp, Public Works Manager
	<b>Department:</b>	Recreation

### **RECOMMENDATIONS:**

**THAT** Council agree with Staff recommendation to apply to the Green and Inclusive Community Building program before the revised intake date of February 28<sup>th</sup> 2023, with the Preliminary Design and RETScreen data completed to date.

**AND THAT** Staff direct JP2G to continue with the detailed design for the Community Center as previously proposed in the January 10<sup>th</sup> 2023 report.

### **BACKGROUND:**

The GICB program has recently revised the continuous intake to accept applications from eligible applicants for small and medium sized projects to retrofit existing community buildings ranging in total eligible cost from \$100,000 to \$3 million until February 28, 2023, 15:00 ET.

JP2G has confirmed that they can prepare the application for the lighting replacements, rooftop PV, air conditioning replacement, and possibly the structural wind resistance improvement measures using the costing and RETScreen data and shall input a completion date before March 30 2026.

During the detailed design portion Staff and JP2G shall address the design of the HRV for the changerooms, kitchen makeup air, emergency shelter washrooms, digital sign boards, and EV charging stations as provisional items within the detailed design, as these items do not fit the scope of the GICB but would be beneficial additions to the complex that could be funded through other programs or internally.

The original continuous intake specifications were that they would be accepted until total funding for this stream has been fully allocated and that the project must be implemented no earlier than April 1st, 2021, and no later than March 31st, 2026.

Staff contacted the GICB Program Team to verify if any further intakes would be available and were told that they could not verify if any further intakes would be available, indicating that the funding may be reaching full allocation limits. As there is no limit to the number of times an applicant can apply there is minimal disadvantage to applying as is. If the Township is unsuccessful in this GICB application and no further intakes are available, then Staff shall look for further opportunities and apply for funding through any applicable programs upon completion of the detailed design.

### **ALTERNATIVES:**

N/A

RETURN TO AGENDA

**FINANCIAL IMPLICATIONS:**

\$53,850.15 including HST to be funded from the Working Funds Reserves

**ATTACHMENTS:**

GICB Program Team Email Response

**CONSULTATIONS:**

JP2G Consultants Inc

Hope Dillabough/CAO

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

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

**From:** [GICBP / PBCVI \(INFC\)](#)  
**To:** [Adam Knapp](#)  
**Subject:** RE: GICB Intake - small to medium retrofit  
**Date:** January 23, 2023 12:50:15 PM  
**Attachments:** [image004.png](#)

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Hello,

Thank you for your interest in the Green and Inclusive Community Buildings Program.

Unfortunately, we are unable to confirm any additional intakes for the GICB program beyond the current one which closed on February 28, 2023 at 15:00 ET.

Thank you,

The Green and Inclusive Community Buildings Program Team  
Infrastructure Canada

[gicbp-pbcvi@infc.gc.ca](mailto:gicbp-pbcvi@infc.gc.ca)

O.A.

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**From:** Adam Knapp <[aknapp@hortontownship.ca](mailto:aknapp@hortontownship.ca)>  
**Sent:** January 23, 2023 12:16 PM  
**To:** GICBP / PBCVI (INFC) <[gicbp-pbcvi@infc.gc.ca](mailto:gicbp-pbcvi@infc.gc.ca)>  
**Subject:** GICB Intake - small to medium retrofit

**Use caution**, particularly with links and attachments as this message originates from a non-government source.

**Soyez prudent**, surtout avec les liens et les pièces jointes, car ce message vient d'une source non gouvernementale.

Hello

We are in the process of a detailed design to apply for GICB funding.

The design shall not be complete in time for the new revised intake of Feb 28<sup>th</sup>, 2023.

Will this be the final intake, or will there be more in late 2023 /early 2024?

**RETURN TO AGENDA**

*Adam Knapp - CRS  
Public Works Manager*



Township of Horton  
2253 Johnston Road  
Renfrew, ON  
K7V 3Z8  
O: 613-432-6271  
F: 613-432-7298  
C: 613-281-1315

**Caution:** This is an external email and may be malicious. Please take care when clicking links or opening attachments. Do not enter your password into web pages you are not familiar with.

**RETURN TO AGENDA**



# THE CORPORATION OF THE TOWNSHIP OF HORTON

## Memo from the CAO/Clerk as of January 20<sup>th</sup>, 2023.

INFORMATION provided **NOT** included in the  
Regular Council meeting package of January 24<sup>th</sup>, 2023.

### **INFORMATION EMAILED**

1. AMO 2023 Conference Update
2. AMO Policy Update
3. Calling for the Return to the Assessment Cycle
4. Reflections on Energy & Fossil Fuels
5. Calendars

**RETURN TO AGENDA**

**From:** Mary Spurrell <[avalonranch.ca@gmail.com](mailto:avalonranch.ca@gmail.com)>  
**Sent:** Tuesday, January 10, 2023 1:04 PM  
**To:** Hope Dillabough <[hdillabough@hortontownship.ca](mailto:hdillabough@hortontownship.ca)>  
**Subject:** Special Request re: rental of the Community Centre

To: Council,

I would like to request an exemption to the No Dogs rule in the Community Centre in order to offer Scenting Detection classes there on Sunday mornings.

I own Avalon Ranch where I have been offering dog sports in Horton Township for over 15 years. Scent Detection or Nosework is where the dogs search for a hidden odor. The odors are essential oils, safe for dogs and humans, placed on a cotton swab in a container. There would be a maximum of 6 dogs in the class and they are all well behaved family pets. Dogs are crated during the class with only 1 dog working at a time.

We were previously working at the Rec Centre in Renfrew. You can contact Donna at 613-432-3131 for a reference on how the classes were held and the state of the room at the end of each session.

Please let me know at your earliest convenience.



**Mary Spurrell**  
**Avalon Ranch**  
[Facebook](#) - [Website](#)

**RETURN TO AGENDA**



**CORPORATION OF THE TOWNSHIP OF HORTON****BY-LAW NO. 2023-06****Being a By-Law to authorize the Mayor and CAO/Clerk to execute an agreement with County of Renfrew for Planning Services.**

WHEREAS Section 11 of the Municipal Act, 2001, empowers the Corporation of the Township of Horton to pass by-laws and to enter into agreements regarding services that the municipality is authorized to provide under subsection (1);

AND WHEREAS the Council of the Corporation of the Township of Horton is desirous to enter into an agreement with the County of Renfrew for planning services;

AND WHEREAS the Council of the Corporation of the Township of Horton does not have a qualified Planner to perform the duties as outlined under the Planning Act.

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

- (1) THAT the agreement attached hereto as Schedule "A" is hereby deemed to form part of this By-Law as fully as if recited herein.
- (2) THAT the Mayor and CAO/Clerk are hereby authorized to execute the attached agreement with the County of Renfrew
- (3) That this By-Law shall take effect and come into force immediately upon the passing thereof.

Read a First and Second Time this 24<sup>th</sup> day of January 2023.

Read a Third time and finally passed this 24<sup>th</sup> day of January 2023.

---

MAYOR David M. Bennett

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CAO/Clerk Hope Dillabough

**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

**RETURN TO AGENDA**

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

**RETURN TO AGENDA**

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;

- (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**

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

Town (Township) of

---

---

Jason Davis  
Director of Development and Property

---

Name  
Title

---

Date  
(SEAL)

---

Name  
Title

---

Date  
(SEAL)

Schedule "A"

Horton Office Hours Schedule:

\*To be added/discussed

## TOWNSHIP OF HORTON

### BY-LAW NUMBER 2023-07

#### 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.

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## **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 24<sup>th</sup> day of January 2023.

READ a third time and passed this 24<sup>th</sup> day of January 2023.

---

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 2023-07

Effective: January 1, 2023

<b>2023 Salary Grid</b>						
Pay Level	Job Title	Step A	Step B	Step C	Step D	Step E
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

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

**Schedule "B" to By-law 2023-07**

<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**

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# THE CORPORATION OF THE TOWNSHIP OF HORTON

## BY-LAW NO. 2023-08

### BEING A BY-LAW TO ADOPT SECTION T-06 OF THE TOWNSHIP'S CORPORATE POLICIES

**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 desires to adopt a fully reviewed Section T-06 of the Corporate Policies;

**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 adopt Section T-06 of the Township of Horton's Corporate Policies hereto attached as Appendix "A".
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 24<sup>th</sup> day of January, 2023.

READ a third time and passed this 24<sup>th</sup> day of January, 2023.

---

MAYOR David M. Bennett

---

CAO/CLERK Hope Dillabough



## 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.

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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.

## 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.

### 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

#### 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.

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.

## 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.

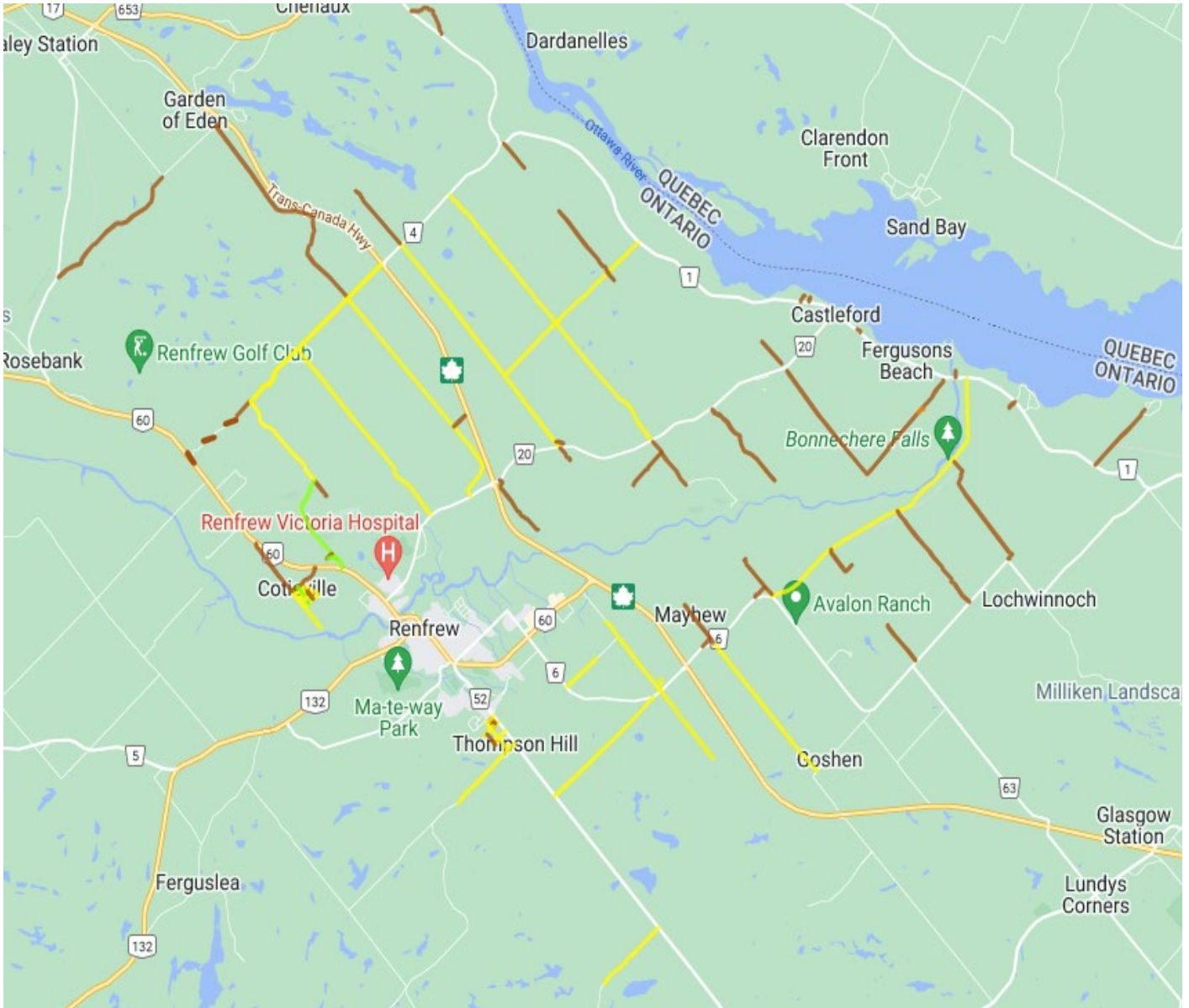
## **10. Winter Maintenance Season**

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.

## 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.

#### **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



## 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.*

## 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.

## 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

## 21.AVL Equipment and Application Settings

Vehicle List									
Vehicle #	Description	Sreader Port	GPS #	Input O On	Input O 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

## 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

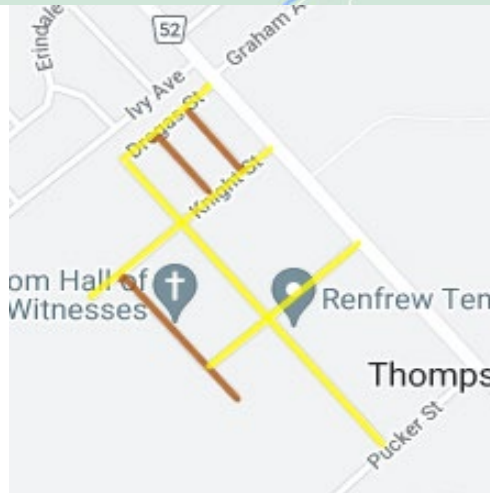
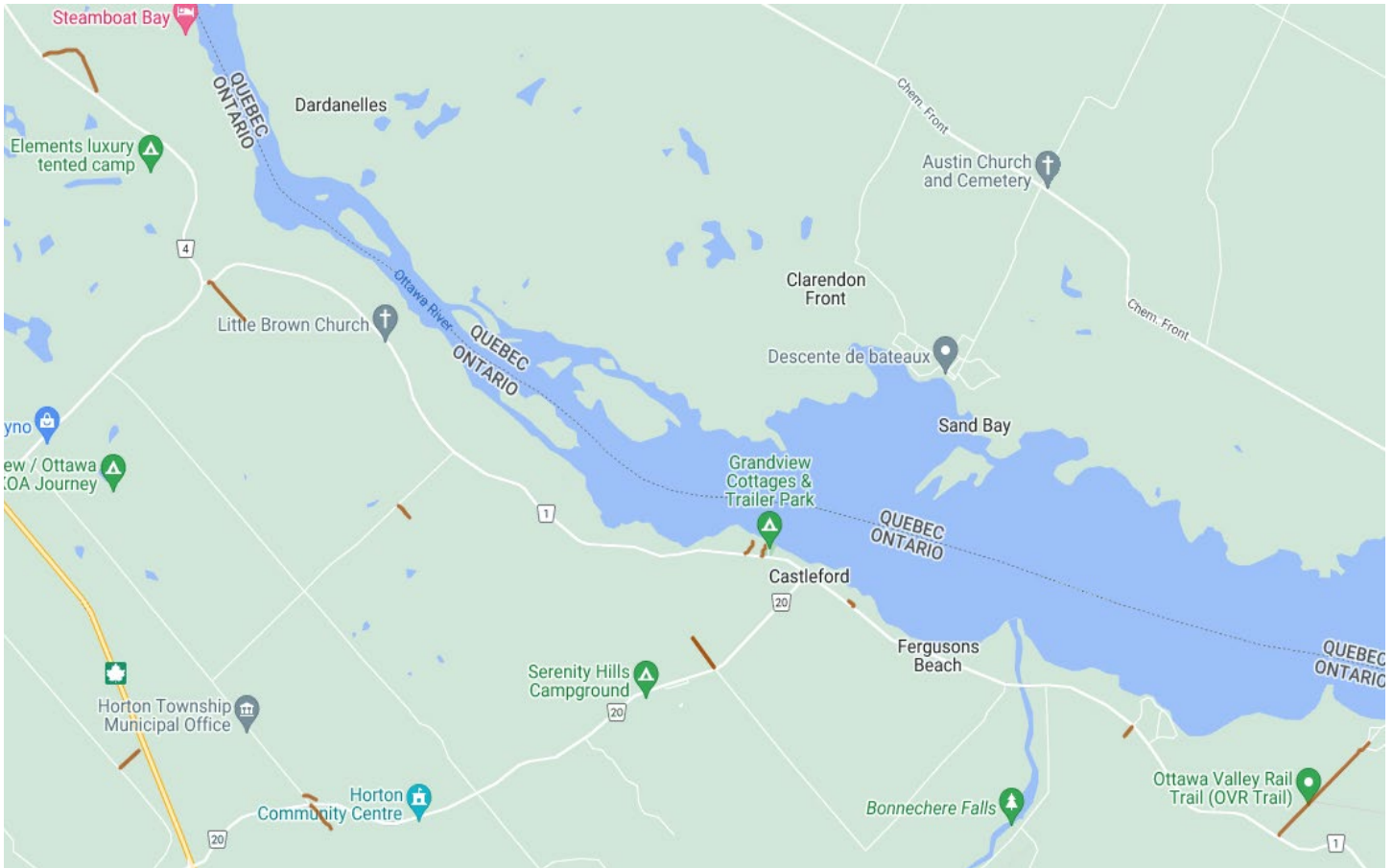
**RETURN TO AGENDA**

## 25. Equipment - Winter Maintenance Routes

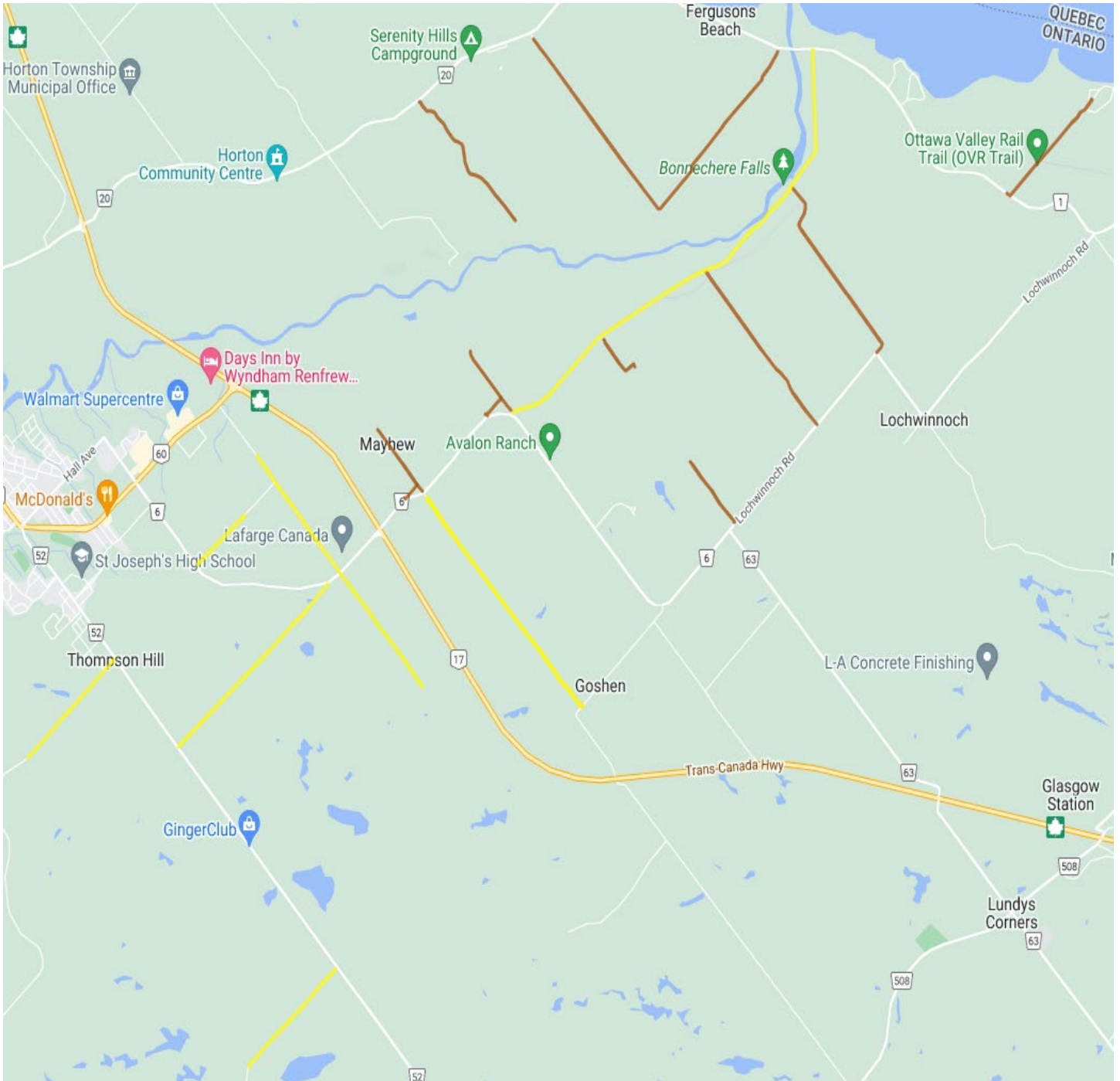
<b>VEHICLE NAME and UNIT NUMBER</b>	<b>VEHICLE TYPE</b>	<b>ASSOCIATED ROUTES</b>	<b>OPERATOR</b>
<b>International Unit #22</b>	<b>Single Axle</b>	<b>Plow Route A</b>	<b>Dustin Howard</b>
<b>Freightliner Unit #24</b>	<b>Tandem Axle</b>	<b>Plow Route B</b>	<b>Dave Radke</b>
<b>Western Star Unit # 24</b>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

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## 26. Plow Route A Map – CV 515



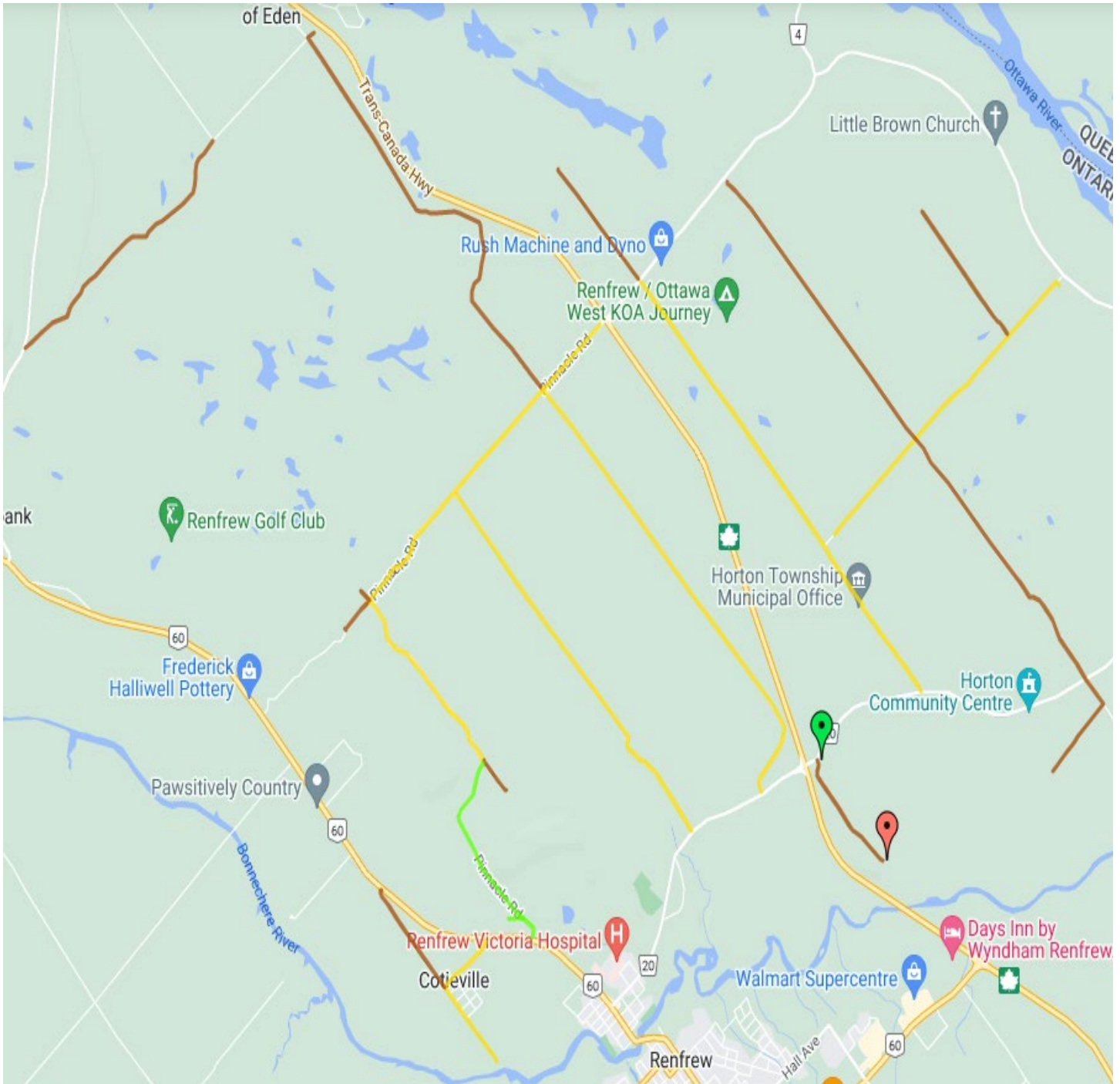
**27. Plow Route B Map - Freightliner**



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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:

- a) One (1) unlicensed technician on staff.
- b) All Public Works staff are trained on basic vehicle maintenance in house.
- c) Multiple external contracted mechanic(s) available upon request.
- d) 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

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

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### 33. Material Storage Details

- a) The storage of winter sand is in a MTO type sand dome with an approximate 3000 tonne capacity and an impermeable floor.
- b) The storage of salt is in a covered lean too with an approximate storage capacity of 120 tonnes and does not have an impermeable floor.
- c) 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.
- d) 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

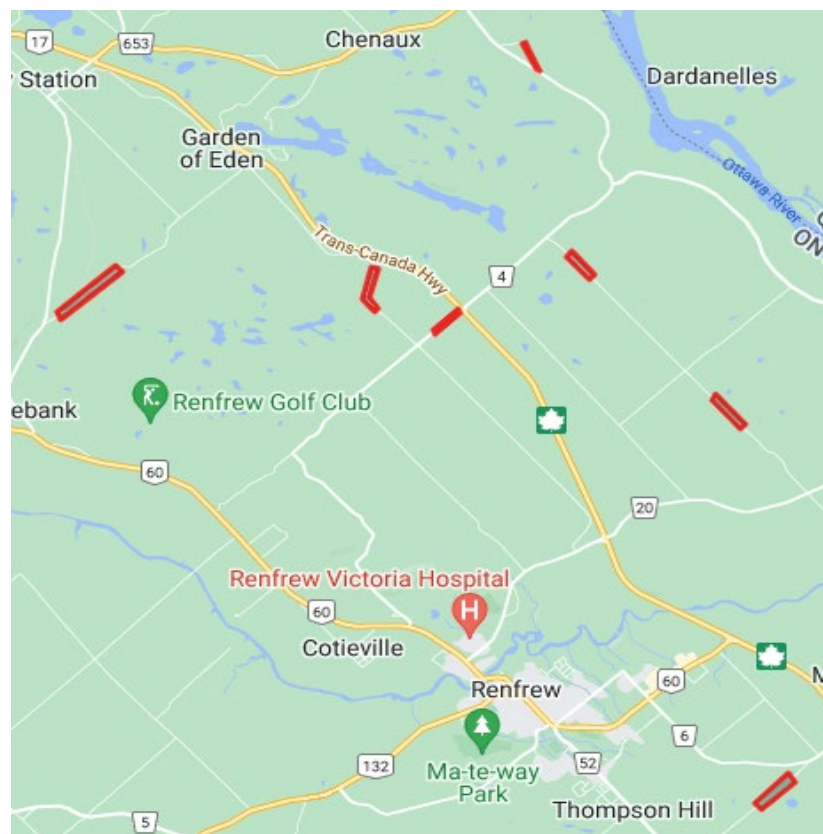
Equipment is washed on an as needed basis after material applications. Equipment is washed with an industrial grade pressure sprayer with a diesel-powered water heating system. Every spring all fleet vehicles and equipment are washed thoroughly with the Townships slip in water tank equipped with a 2" 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.

### 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.

**RETURN TO AGENDA**

## 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

#### **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.

**RETURN TO AGENDA**

## 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.

**RETURN TO AGENDA**



**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.

**RETURN TO AGENDA**

**RATING BY-LAW**

*Tile Drainage Act, R.S.O. 1990, c. T.8, s.8*

THE CORPORATION OF THE  
Township of HORTON

BY-LAW NUMBER 2023-09

A by-law imposing special annual drainage rates upon land in respect of which money is borrowed under the *Tile Drainage Act*.

WHEREAS owners of land in the municipality have applied to the council under the *Tile Drainage Act* for loans for the purpose of constructing subsurface drainage works on such land;

AND WHEREAS the council has, upon their application, lent the owners the total sum of \$50,000.00 to be repaid with interest by means of rates hereinafter imposed;

The council, pursuant to the *Tile Drainage Act*, enacts as follows:

1. That annual rates as set out in the Schedule 'A' attached hereto are hereby imposed upon such land as described for a period of ten years, such rates shall have priority lien status, and shall be levied and collected in the same manner as taxes.

First Reading 2023-Jan-24  
yyyy/mm/dd

Second Reading 2023-Jan-24  
yyyy/mm/dd

Provisionally adopted this 24 day of January, 2023

DAVID BENNETT  
Name of Head of Council Signature

HOPE DILLABOUGH  
Name of Clerk Signature

Third Reading 2023-Jan-24

Enacted this 24 day of January, 2023

DAVID BENNETT  
Name of Head of Council Signature

Corporate Seal

HOPE DILLABOUGH  
Name of Clerk Signature

I, HOPE DILLABOUGH, clerk of the Corporation of the Township of HORTON certify that the above by-law was duly passed by the council of the Corporation and is a true copy thereof.

Corporate Seal

HOPE DILLABOUGH  
Name of Clerk Signature

The Corporation of the \_\_\_\_\_ Township of \_\_\_\_\_ HORTON  
 Schedule 'A' to By-law Number \_\_\_\_\_ 2023-09

Property Owner Information*				Description of Land Parcel to Which the Repayment Charge Will be Levied				Proposed date of loan (YYYY-MM-DD)	Sum to be loaned \$	Annual rate to be imposed \$
KEVIN ATWATER	0	0		Lot: W PT 3	Con: 9			2023-Feb-01	\$ 50,000.00	\$ 6,793.40
-	-									
182 EARLY ROAD		RENFREW	ONT	Roll #: 4746 000 020 29500						
ADDITIONAL PROPER TY DESCRIPTION FOR ABOVE LOAN				Lot: Pt. 2	Con: 9					
-	-									
				Roll #: 4746 000 020 29201						
ADDITIONAL PROPER TY DESCRIPTION FOR ABOVE LOAN				Lot: Pt. 2	Con: 9					
-	-									
				Roll #: 4746 000 020 29300						
0	0	0		Lot:	Con:					
-	-									
				Roll #:						
0	0	0		Lot:	Con:					
-	-									
				Roll #:						
0	0	0		Lot:	Con:					
-	-									
				Roll #:						
0	0	0		Lot:	Con:					
-	-									
				Roll #:						
0	0	0		Lot:	Con:					
-	-									
				Roll #:						
0	0	0		Lot:	Con:					
-	-									
				Roll #:						
0	0	0		Lot:	Con:					
-	-									
				Roll #:						
								<b>TOTAL *</b>	\$ 50,000.00	\$ 6,793.40

\* If property is owned in partnership, all partners must be listed. If property is owned by a corporation, list the corporation's name and the name and corporate position of the authorized officer in the last blank space provided. Only the owner(s) of the property may apply for a loan.

RETURN TO AGENDA

# TILE DRAINAGE DEBENTURE

*Tile Drainage Act, R.S.O. 1990, c. T.8, subs. 2(1)*

\$50,000.00

No. 2023-02

The Corporation of the \_\_\_\_\_ Township of \_\_\_\_\_ HORTON hereby promises to pay to the Minister of Finance, the principal sum of \$50,000.00 of lawful money of Canada, together with interest thereon at the rate of 6 per cent per annum in ten equal instalments of \$6,793.40 on the 1st day of February, in the years 2024 to 2033, both inclusive.

The right is reserved to The Corporation of the \_\_\_\_\_ Township of \_\_\_\_\_ HORTON to prepay this debenture in whole or in part at any time or times on payment, at the place where and in the money in which this debenture is expressed to be payable, of the whole or any amount of principal and interest owing at the time of such prepayment.

This debenture, or any interest therein, is not, after a Certificate of Ownership has been endorsed thereon by the Treasurer of this Corporation, or by such other person authorized by by-law of this Corporation to endorse such Certificate of Ownership, transferable.

Dated at the \_\_\_\_\_ TOWNSHIP of \_\_\_\_\_ HORTON in the Province of Ontario, this 1st day of \_\_\_\_\_ February, 2023, under the authority of By-law No. 86-18, 2006-31 of the Corporation entitled "A by-law to raise money to aid in the construction of drainage works under the *Tile Drainage Act*."

*Corporate Seal*

DAVID BENNETT

Name of Head of Council

Signature

NATHALIE MOORE

Name of Treasurer

Signature

**RETURN TO AGENDA**

# OFFER TO SELL

*Tile Drainage Act, R.S.O. 1990, c. T.8, subs. 5(8)*

TO THE MINISTER OF FINANCE

The Corporation of Township of HORTON  
hereby offers to sell Debenture No. 2023-02 in the principal amount of \$50,000.00  
to the Minister of Finance as authorized by Borrowing By-law No. 86-18, 2006-31 of the Corporation.

The principal amount of this debenture is the aggregate of individual loans applied for and each loan is not more than 75 per cent of the cost of the drainage work constructed.

An inspector of drainage, employed by the Corporation, has inspected each drainage work for which the Corporation will lend the proceeds of this debenture and each has been completed in accordance with the terms of the loan approval given by council.

A copy of the Inspection and Completion Certificate for each drainage work, for which the Corporation lend the proceeds of this debenture, is attached hereto.

February 01, 2023

Date

NATHALIE MOORE

Name of Treasurer

Signature of Treasurer

Corporate Seal

# CORPORATION OF THE TOWNSHIP OF HORTON

## BY-LAW NO. 2023-10

### A BY-LAW TO CONFIRM PROCEEDINGS OF THE COUNCIL OF THE TOWNSHIP OF HORTON AT THE REGULAR COUNCIL MEETING HELD JANUARY 24<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 24<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 24<sup>th</sup> day of January, 2023.

READ a third time and passed this 24<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**