

## **A G E N D A**

Regular Meeting of Council

July 10, 2024 – 7:00 pm

Council Chamber - Hilton Township Municipal Building

Public Meeting: 7:00 pm regarding Proposed Increases to Fees and Charges By-law and adoption of the 2024 Hilton Union Fire Board Budget.

1. Call to Order.
2. Declarations of Pecuniary Interest
3. Motion to Accept Agenda as presented
4. Delegations: None
5. Building/By-Law Enforcement
  - a) Clerk Report regarding Resolution 2024-128; Fees and Charges By-law
  - b) Public Meeting: By-Law 1417-24 – Fees and Charges By-Law
  - c) Repeal of By-law 1422-24; Appointment of BLEO/ACO
  - d) Tulloch Invoices costs vs fees to date 2024
6. Approval of Minutes:
  - a) Regular Meeting of May 8, 2024
  - b) Regular Meeting of June 5, 2024
  - c) Closed Meeting of June 5, 2024
  - d) Special Meeting of July 2, 2024
  - e) Closed Meeting of July 2, 2024
7. Roads:
  - a) Road Superintendent Update
8. Parks
  - a) Discussion/Update from previous meeting regarding Big Point Park
9. Fire/Emergency Management:
  - a) Review Approved Minutes of Fire Board Meeting of May 6, 2024
  - b) By-Law No. 1420-24 - HUF B Agreement
  - c) Letter from The Village of Hilton Beach re Emergency Warming Centre
  - d) Thank you, Letter from Community Member, to Fire Department
  - e) Public Meeting: Fire Department Budget
  - f) HUF B Recommendation to increase the reserve fund allocations in 2025-Resolution F2024-25
10. Planning:
  - a)
11. Administration:
  - a) Municipal Administration Program-Acting Clerk/Treasurer
  - b) By-Law 1421-21 – Procedural By-Law
  - c) By-Law 1424-24 – CCBF Agreement
  - d) Review of Harassment Policy
  - e) Review By-law 757; Prohibit Dogs from Running at Large
  - f) Review By-law 1328-22; Noise Control
  - g) Review By-law 727; Parking or Camping on All Road Allowances
  - h) Draft Fireworks By-Law

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**A G E N D A**

Regular Meeting of Council

July 10, 2024 – 7:00 pm

Council Chamber - Hilton Township Municipal Building

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12. Cemetery Board Meeting
  - a) New Schedule of Fees
  - b) Draft-By-Law 1418-24; Cemetery
  - c) Request from Community Member to restore the Cemetery Sign
  - d) New Business
13. Correspondence:
  - a) Letter from Mayor Robert Hope, Village of Hilton Beach re Community Dance August 17
14. Expenditures for June
15. Move to closed meeting

Council will enter into closed session in accordance with the provisions of the Municipal Act, Section 239(2) (b) personal matters about an identifiable individual.
16. Return to open meeting
17. Confirmatory By-law
18. Adjourn



5a)

Clerks Report: 2024-07-10/02

Meeting Date: July 10, 2024

Subject: **Third and Final Reading of Fees and Charges By-law**

Regular Meeting

Prepared by: Sara Dinsdale

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At the regular Council meeting on June 5, 2024 the following resolution was passed:

*BE IT RESOLVED THAT THE COUNCIL OF THE TOWNSHIP OF HILTON does give first, second and third and final reading and pass By-Law No. 1417 - 24 being a by-law to establish and require payment of various fees and charges.*

I am requesting that Council consider rescinding third and final reading of this by-law in order to provide the public an opportunity to comment.

THE CORPORATION OF THE TOWNSHIP OF HILTON

BY-LAW #1417-24

Being a by-law to establish and require payment of various fees and charges.

WHEREAS by-laws imposing fees and charges are authorized under Part XII of the Municipal Act 2001, section 69 of the Planning Act, R.S.O. 1990, as amended, and the Building Code Act, as amended.

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

1. A tariff of fees and charges is hereby established as set out on the attached Schedule "A".
2. No request by any person for documentary, written or printed information relating to any land, building or structure in the municipality, or any application described in Schedule "A" will be processed, nor will any other municipal business be acknowledged unless and until the person requesting the information or submitting the application has paid the applicable fee in the prescribed amount as set out in Schedule "A" to this by-law.
3. Notwithstanding the tariff of fees prescribed in paragraph 1 of this by-law and contained in Schedule "A" hereto, Council may at its discretion, reduce the amount of or waive the requirement for the payment of the fee in respect of the application or service where the Council is satisfied that it would be unreasonable to require payment in accordance with the tariff of fees described in the attached Schedule "A".
4. Schedule "A" forms part of this by-law.
5. Should any part of this by-law, including any part of Schedule "A" be determined by a Court of competent jurisdiction to be invalid or of no force and effect, it is the stated intention of Council that such invalid part of the by-law shall be severable and that the remainder of this by-law including the remainder of Schedule "A" as applicable shall continue to operate and to be in force and effect.
6. This by-law rescinds By-Law # 1376-23.
7. The new fees will take effect on July 10, 2024.

Read a first, and second time on the 5<sup>th</sup> day of June, 2024.

Read a third time, and finally passed this 10<sup>th</sup> day of July, 2024.

\_\_\_\_\_  
ACTING REEVE - Mike Garside

\_\_\_\_\_  
ACTING CLERK – Sara Dinsdale

Schedule "A" to By-law 1417-24

56)ii

Description of Fee or Charge	Fee or Charge	Authorizing by-law or legislation
Application for Zoning Amendment	400.00	By-Law 1417-24
Application for Official Plan Amendment (OPA)	800.00	By-Law 1417-24
Applications for Zoning Amendment & OPA at same time	960.00	By-Law 1417-24
Application for Purchase of Shoreroad	240.00	By-Law 1417-24
Certificate of Compliance (re Sale of Land)	40.00	By-Law 1417-24
<i>In addition to the above fees, where it is necessary to advertise in a newspaper having general circulation within the municipality, the applicant shall, in addition to the fees prescribed above, pay the cost of any newspaper advertising to the municipality prior to the placement of the advertisement.</i>		
Facsimile - 1 <sup>st</sup> page	3.20	By-Law 1417-24
Facsimile - consecutive pages	1.60	By-Law 1417-24
Lottery Licences - % of prizes	3%	Order in Council 2688/93 – s. 23
Photocopies - each	.32	By-Law 1417-24
Service charge for NSF cheques	40.00	By-Law 1417-24
Tax Certificates	40.00	By-Law 1417-24
Commission of documents	10.00 ea	By-Law 1417-24
<b>Building permits</b>		
For the first \$1,000 of the cost of construction	160.00	By-Law 1417-24
For each additional \$1,000 or part thereof of the cost of construction	8.00	By-Law 1417-24
<b>Valuation of proposed work based on following rates:</b>		
Dwellings: Full Basement	240.00 sqft	By-Law 1417-24
Second Floor	160.00 sqft	By-Law 1417-24
Frost Wall/Slab-on-Ground	160.00 sqft	By-Law 1417-24
Garottage: (classed same as dwellings)		By-Law 1417-24
Garages: Finished	80.00 sqft	By-Law 1417-24
Unfinished	52.50 sqft	By-Law 1417-24
Second Floor (Finished only – storage use only)	52.50 sqft	By-Law 1417-24
Decks	48.00 sqft	By-Law 1417-24
Carports	80.00 sqft	By-Law 1417-24
Farm Buildings/Pole Buildings	52.50 sqft	By-Law 1417-24
Commercial/Industrial Buildings	160.00 sqft	By-Law 1417-24
Miscellaneous: shingling / siding / replacing windows / renovations – ONLY IF structural changes are involved		By-Law 1417-24
up to \$5,000 estimated material value plus 50% or Contractor's Quote <b>Single Fee</b>	160.00	By-Law 1417-24
> \$5,000 estimated material value plus 50% or Contractor's quote		By-Law 1417-24
Demolition permit <b>Single Fee</b>	80.00	By-Law 1417-24
Moving Fee - to another location on same property <b>Single Fee</b>	160.00	By-Law 1417-24
Change of Use <b>Single Fee</b>	160.00	By-Law 1417-24
Occupancy Permit <b>Single Fee</b>	160.00	By-Law 1417-24
Re-inspection of outstanding deficiencies <b>Single Fee</b>	160.00	By-Law 1417-24
Commencement of construction without permit	double	By-Law 1417-24
<b>Fire</b>		
Delivery of Load of Water (payable to Hilton Union Fire Department)	160.00	By-Law 1417-24
Water (payable to Village Hilton Beach)	40.00	By-Law 1417-24
Winterize Hydrant (payable to Hilton Union Fire Department)	40.00	By-Law 1417-24

Description of Fee or Charge	Fee or Charge	Authorizing by-law or legislation
<b>Freedom of Information Requests</b>		
To initiate request	5.00	O. Reg. 823
Copies and computer printouts	.20	O. Reg. 823
For manually searching a record each 15 mins. spent	7.50	O. Reg. 823
For preparing a record for disclosure, including severing a part of the record - for each 15 mins. spent	7.50	O. Reg. 823
<b>Roads</b>		
Entrance Permits - Permanent	160.00	By-Law 1417-24
Entrance Permits - Temporary	320.00	By-Law 1417-24
Excavating: per hour	96.00	By-Law 1417-24
Grading per hour (minimum call-out charge: \$160)	160.00	By-Law 1417-24
Plowing/Sanding: per hour (minimum call-out charge: \$145)	232.00	By-Law 1417-24
Grading/Plowing/Sanding: per season	TBA	By-Law 982-10
<b>Tax Sales</b>		
All associated fees to be set by Township of Hilton's solicitor and includes disbursements; HST and monthly interest charge of 2% on unpaid legal fees.		By-Law 1417-24

5d)

**2024 Building Permit Fees Collected vs Costs Incurred**  
(re: Tulloch Services)

Month	a/c 480100	a/c 525600	a/c 525610	Difference
	Permit Fees Collected	Invoice Time Based	Invoice Mileage	
January	170.00	851.00	84.60	765.60
February	345.00	870.47	84.60	610.07
March	2,410.00	820.56	79.20	-1,510.24
April	195.00	575.00	79.20	459.20
May		421.28	0.00	421.28
June		1,480.83	360.00	1,840.83
July				0.00
August				0.00
September				0.00
October				0.00
November				0.00
December				0.00
	<b>3,120.00</b>	<b>5,019.14</b>	<b>687.60</b>	<b>2,586.74</b>

Actual Net Cost to date 2024

**5,706.74**

**Total Inspection and Mileage Costs**

<b>Historical FYI:</b>				<b>Actual Annual Cost:</b>
<b>2024</b>	3,120.00		5,706.74	<b>2,586.74</b>
2023	7,730		19,089.46	<b>11,359.46</b>
2022	5,695		13,131.71	<b>7,436.71</b>
2021	4,186		10,898.45	<b>6,712.45</b>
2020	3,885		13,951.98	<b>10,066.98</b>
2019	4,075		11,833.02	<b>7,758.02</b>
2018	2,420		6,269.23	<b>3,849.23</b>
2017	2,075		8,716.38	<b>6,641.38</b>
2016	1,570		4,165.25	<b>2,595.25</b>
2015	1,800		6,484.63	<b>4,684.63</b>
2014	2,325		7,436.83	<b>5,111.83</b>
2013	1,120		7,167.71	<b>6,047.71</b>

**MINUTES**  
Regular Meeting  
May 8, 2024  
7:00 p.m.

Present:

- Acting Reeve: Mike Garside
- Councillors: Dave Leask
- Janet Gordanier
- Mike Trainor via telephone until 9:10 pm

Acting Clerk Treasurer: Sara Dinsdale  
 Road Superintendent: Lyndon Garside

Absent: Rod Wood

The meeting was called to order at 7:00 pm.

Janet Gordanier declared pecuniary interest in regards to item No. 13 a)

Resolution 2024 - 108  
 Moved: Mike Trainor  
 Seconded: Dave Leask

BE IT RESOLVED THAT THE COUNCIL OF THE TOWNSHIP OF HILTON does accept the agenda for May 8, 2024 as amended. \*CARRIED\*

Resolution 2024 - 109  
 Moved: Janet Gordanier  
 Seconded: Dave Leask

BE IT RESOLVED THAT THE COUNCIL OF THE TOWNSHIP OF HILTON does approve the minutes of the regular Council meeting of April 10, 2024. \*CARRIED\*

Resolution 2024-110  
 Moved: Dave Leask  
 Seconded: Mike Trainor

BE IT RESOLVED THAT THE COUNCIL OF THE TOWNSHIP OF HILTON does approve the minutes of the closed Council meeting of April 10, 2024. \*CARRIED\*

Road Superintendent, Lyndon Garside gave an update stating that Trainors Side Rd will be ready for the first layer of gravel by June 15, during the time that the Contractor's are scheduled to start their season. An advertisement will be sent to post in the Island Clippings for a tender call of 640 cubic yards of gravel. It was explained that the NORDS grant will cover the majority of this project's fees, however the remaining balance will come from this year's taxation.

It was decided to not go into a closed meeting. Lyndon explained that his original intention was to retire in August of 2024; however, he suggested that his retirement date be pushed until December 31, 2024. Lyndon explained that he still had some unfinished roads business he wanted to attend to and he wants to assist in the summer, fall, and winter training of a new Road Superintendent. Council thanked Lyndon for his ongoing dedication to our township.

Resolution 2024 - 111  
 Moved: Dave Leask  
 Seconded: Mike Trainor

BE IT RESOLVED THAT THE COUNCIL OF THE TOWNSHIP OF HILTON does accept our share of the amalgamated tender calls as follows (taxes excluded)  
 Surface Treatment: 33, 480m2 @ \$123,039.00 – Beamish Construction Inc.  
 Calcium Chloride: 8 Tonne Bags @ \$5960.00 ( \$745.00 ea.) – Wamco Waterworks Northern.  
 \*CARRIED\*



Resolution 2024 - 112  
Moved: Janet Gordanier  
Seconded: Dave Leask

BE IT RESOLVED THAT THE COUNCIL OF THE TOWNSHIP OF HILTON does agree to tender for 640 cubic yards of gravel to be deposited on Trainors Side Road. \*CARRIED\*

There was a discussion regarding the Volunteer Fire Chief Job advertisement. At the Special Fire Board meeting that took place on Monday, May 6; the following resolution was passed and presented to Council:

*Resolution No. F2024-20*  
*Moved: Janet Gordanier*  
*Seconded: Sarah Brown*

*BE IT RESOLVED THAT THE BOARD OF THE HILTON UNION FIRE DEPARTMENT does recommend to the respective Councils to agree to post the Fire Chief Job advertisement after recommended modifications agreed to by board. \*CARRIED\**

It was recommended to the Acting Clerk to post the job advertisement on the Township of Hilton's website, The Village of Hilton Beach's website, The Island Clippings, Sootoday and to send it to Mike Trainor for him to post it on the St. Joseph Island business/community page on Facebook.

Resolution 2024 - 113  
Moved: Mike Trainor  
Seconded: Janet Gordanier

BE IT RESOLVED THAT THE COUNCIL OF THE TOWNSHIP OF HILTON does agree to the Hilton Union Fire Board's recommendation to post the job advertisement for the Fire Chief Administration Volunteer position. \*CARRIED\*

Resolution 2024 - 114  
Moved: Dave Leask  
Seconded: Mike Trainor

BE IT RESOLVED THAT THE COUNCIL OF THE TOWNSHIP OF HILTON does agree to the fee of \$2000.00 for CEMC services provided by Jeff Edwards for the year 2024. \*CARRIED\*

A letter that was written by Councillor, Sarah Brown from the Village of Hilton addressed to MPP Michael Mantha and MP Carol Hughes was discussed. The letter will be signed by both Reeve, Rod Wood from the Township of Hilton and Mayor, Robert Hope from the Village of Hilton before it is sent.

Resolution 2024 - 115  
Moved: Janet Gordanier  
Seconded: Mike Trainor

BE IT RESOLVED THAT THE COUNCIL OF THE TOWNSHIP OF HILTON does support changing the fire safety requirements to accommodate small communities and the reality of volunteer firefighting. \*CARRIED\*

There was a discussion regarding the composition of the Hilton Union Fire Department. The below resolution was passed at the March 11, 2024 Hilton Union Fire Board Meeting:

*Resolution #F2024-09*  
*Moved: Sarah Brown*                      *Seconded: Rodney Wood*

*BE IT RESOLVED THAT THE BOARD OF THE HILTON UNION FIRE DEPARTMENT recommend to amend By-Law 1024-11 to change section 2. To read, "A joint board of management shall be established and shall be composed of three (3) elected members, plus one (1) alternate, from the Council of the Township of Hilton and three (3) elected members, plus one (1) alternate, from the Council of the Village of Hilton Beach. Board recommendations/decisions must be presented to respective Councils for approval. Fire Board meetings are to be open to the public and agendas and minutes will be posted on the respective websites. \*CARRIED\**

It was discussed that going forward the Clerk should include minutes from Fire Board meetings in Council meeting agenda packages in order to keep all of Council updated.

Resolution 2024 - 116  
Moved: Janet Gordanier  
Seconded: Mike Trainor

BE IT RESOLVED THAT THE COUNCIL OF THE TOWNSHIP OF HILTON does agree to the Hilton Union Fire Board's recommendation to amend By-Law 1024-11 to add, "Board recommendations/decisions must be presented to respective Councils for approval. Fire Board meetings are to be open to the public and agendas and minutes will be posted on respective websites" to Section 2. CARRIED\*

Resolution 2024 - 117  
Moved: Mike Trainor  
Seconded: Dave Leask

BE IT RESOLVED THAT THE COUNCIL OF THE TOWNSHIP OF HILTON does agree to the 2024 Budget of the St. Joseph Island Planning Board of \$15, 000.00 with the Township of Hilton's levy being \$3220.00.\*CARRIED\*

There was a discussion regarding the amendment to the Comprehensive Zoning By-law to include regulations of short-term rentals. The Acting Clerk reported that there were no appeals to the new by-law. A discussion regarding adding license fees, timelines to provide adequate proof of inspections, and fines took place. It was requested that the Acting Clerk create the Schedule of these fees in order for Council to approve at the next meeting, before adding them to the Short-Term Rental By-Law.

Council reviewed our existing Trailer By-law. No changes or updates required.

Resolution 2024 - 118  
Moved: Dave Leask  
Seconded: Mike Trainor

BE IT RESOLVED THAT THE COUNCIL OF THE TOWNSHIP OF HILTON does give first, second and third and final reading and pass By-Law No. 1415-24 being a by-law to amend By-Law 1400-24 to appoint officers, servants, boards, and commissions for the year 2024. \*CARRIED\*

9:10 pm: Councillor Mike Trainor left the meeting.

Resolution 2024 - 119  
Moved: Janet Gordanier  
Seconded: Dave Leask

BE IT RESOLVED THAT THE COUNCIL OF THE TOWNSHIP OF HILTON does agree to the recommended new employee performance appraisal tool. \*CARRIED\*

Resolution 2024 - 120  
Moved: Dave Leask  
Seconded: Janet Gordanier

BE IT RESOLVED THAT THE COUNCIL OF THE TOWNSHIP OF HILTON does approve the St. Joseph Island Museum Board Budget for 2024 as presented in the amount of \$36,250.00; Hilton Township's share being \$7781.00. \*CARRIED\*

There was a discussion regarding Grace United Cemetery . In order to continue to operate, Bereavement Authority of Ontario (BAO) has informed us that due to inaccurate maps, plans, and layouts, an archeological study would need to be completed and we would need to obtain a Cemetery Investigation Authorization from BAO. A discussion took place regarding the BAO's suggestion for existing interment rights and future sales of new interments. The current Cemetery By-Law was reviewed and a number of items were discussed and clarified. Further information will be gathered and a Cemetery Board Meeting will occur again in the near future to decide how to proceed with operations.

Item 13. A) Trefry Memorial Centre – Funding Request, was deferred to the next Council meeting.

Resolution 2024-121  
Moved: Janet Gordanier  
Seconded: Dave Leask

BE IT RESOLVED THAT THE COUNCIL OF THE TOWNSHIP OF HILTON does suggest to present an award to Dianne Holt at the luncheon (at \$16/person) held by the Dr. Trefry Centre on June 25, 2024. Rod Wood will attend the luncheon to present the award. \*CARRIED\*

Resolution 2024-122  
Moved: Dave Leask  
Seconded: Janet Gordanier

BE IT RESOLVED THAT THE COUNCIL OF THE TOWNSHIP OF HILTON does support the Central Algoma Secondary School with donations of \$100 and \$250 to be awarded respectively to a deserving Grade 8 and Grade 12 Graduate. \*CARRIED\*

Resolution 2024-123  
Moved: Janet Gordanier  
Seconded: Dave Leask

BE IT RESOLVED THAT THE COUNCIL OF THE TOWNSHIP OF HILTON does agree to the payment of Township bills for the month of April, 2024 in the amount of \$73,181.99 per the attached voucher. \*CARRIED\*

Resolution 2024-124  
Moved: Dave Leask  
Seconded: Janet Gordanier

BE IT RESOLVED THAT THE COUNCIL OF THE TOWNSHIP OF HILTON does pass By-Law No. 1416-24 being a by-law to confirm the proceeding of this meeting. \*CARRIED\*

Resolution 2024-125  
Moved: Dave Leask  
Seconded: Janet Gordanier

BE IT RESOLVED THAT THE COUNCIL OF THE TOWNSHIP OF HILTON does adjourn at 10:30 p.m. Council to meet again at the Hilton Township Municipal office on Wednesday, June 5, 2024 or at the call of the Reeve. \*CARRIED\*

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Acting Reeve, Mike Garside

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Acting Clerk, Sara Dinsdale

THE CORPORATION OF THE TOWNSHIP OF HILTON

(b) (1)

**MINUTES**  
Regular Meeting  
June 5, 2024  
7:00 p.m.

Present:

- Acting Reeve: Mike Garside
- Councillors: Janet Gordanier
- Mike Trainor
- Rod Wood

Acting Clerk Treasurer: Sara Dinsdale

- Absent: Dave Leask
- Road Superintendent: Lyndon Garside

The meeting was called to order at 7:00 pm.

Councillor Janet Gordanier declared pecuniary interest in regards to item No. 12.a) and 12. i)

- Resolution 2024 - 126
- Moved: Janet Gordanier
- Seconded: Rod Wood

BE IT RESOLVED THAT THE COUNCIL OF THE TOWNSHIP OF HILTON does accept the agenda for June 5, 2024 as presented. \*CARRIED\*

Council suggested that the approval of minutes from the regular meeting held on May 8, 2024 be deferred to the next meeting when all of Council will be present.

Acting Reeve Garside welcomed Mr. Rob Dumanski.

Mr. Dumanski presented property info and a map of his property to Council in order to show his location in comparison to the neighbouring properties. Mr. Dumanski explained his concerns regarding the new short-term rental by-law and requested clarification regarding building two cabins on his property to use as short-term rentals. Since the new by-law states that only one additional building is allowed on a property, Acting Reeve Garside explained that discussing with the planning board regarding a zoning amendment to become a tourist attraction might be beneficial. Mr. Dumanski expressed that the new by-law doesn't seem appropriate for all locations in the Township of Hilton. It was suggested that the Acting Clerk forward the contact info of Mr. Michael Jagger, Secretary-Treasurer for the St. Joseph Island Planning Board to Mr. Dumanski for further clarification of his options.

Acting Reeve Garside welcomed Ms. Barbara Church.

Ms. Church expressed gratitude toward Road Superintendent Lyn Garside for reviving Big Point Park. Ms. Church explained that the outhouse at the park is in need of repair. Currently, one side of it has been nailed shut due to safety reasons and the other side has a very soft floor and needs a new roof. Ms. Church requested that we look into seeing if the township has a budget for parks, and look into grants. Acting Reeve Garside explained that although the park is provincially owned, the township is still liable for structures on the property. He suggested that he meet Ms. Church at the park on Thursday, June 6 to assess the situation. Ms. Church suggested that if we can get a grant, maybe building a new outhouse would be better and make the existing one into storage. Ms. Church also requested that Lyn clean up debris around the outhouse, pick up branches and brush that is laying around the sandbox, cut the grass on a Thursday or Friday weekly, cut the long grass around the park perimeter that doesn't get cut, and clean up the brush pile that's back near the outhouse. Councillor Rod Wood suggested that he would look into acquiring a roof for the outhouse. Ms. Church also asked if Lyn could start making trails at the park on the W. Acting Reeve Garside explained that Lyn would be asked and "Parks" would be added to the next meeting's agenda to further discuss it. Ms. Church mentioned that she is looking for sandbox toys and rakes for Big Point Yard. Since she does not have social media, Councillor Gordanier offered to post an add on Facebook.

Ms. Church expressed that she was hoping that Council would still be streaming meetings. She was advised that this was a topic already on the agenda later in the meeting and will be addressed then.

(b) (1)

Resolution 2024-127  
Moved: Mike Trainor  
Seconded: Janet Gordanier

BE IT RESOLVED THAT THE COUNCIL OF THE TOWNSHIP OF HILTON does agree to suggest the requested CEMC meeting be held on September 12, or 19, 2024. \*CARRIED\*

Resolution 2024 - 128  
Moved: Mike Trainor  
Seconded: Rod Wood

BE IT RESOLVED THAT THE COUNCIL OF THE TOWNSHIP OF HILTON does give first, second and third and final reading and pass By-Law No. 1417 – 24 being a by-law to establish and require payment of various fees and charges. \*CARRIED\*

Resolution 2024 - 129  
Moved: Janet Gordanier  
Seconded: Mike Trainor

BE IT RESOLVED THAT THE COUNCIL OF THE TOWNSHIP OF HILTON does support St. Joseph Island Planning Board's Inquiry to APH regarding fees for review of land use applications. \*CARRIED\*

Resolution 2024 - 130  
Moved: Rod Wood  
Seconded: Mike Trainor

BE IT RESOLVED THAT THE COUNCIL OF THE TOWNSHIP OF HILTON does recommend to the St. Joseph Island Planning Board that the applications by Bonnie and David Maltman for consent to sever part of Block D and Lot 25, and add it to Lot 24 of Hamilton Drive of Hilton, subject to the following conditions: N/A \*CARRIED\*

There was a discussion regarding live streaming of Council meetings. The Procedural By-law will be amended to accommodate live streaming of meetings for courtesy purposes only. It was suggested that a more permanent set-up be done in order to avoid set-up and take-down at every meeting.

Resolution 2024 - 131  
Moved: Mike Trainor  
Seconded: Rod Wood

BE IT RESOLVED THAT THE COUNCIL OF THE TOWNSHIP OF HILTON does agree to re-instate live streaming of Council meetings, when possible, as a courtesy only. \*CARRIED\*

Resolution 2024 - 132  
Moved: Janet Gordanier  
Seconded: Mike Trainor

BE IT RESOLVED THAT THE COUNCIL OF THE TOWNSHIP OF HILTON does agree to the suggested amendment of the Procedural By-Law #1274-20, Section 19. Deputations/Delegations, to include the Delegation Request Form as amended. \*CARRIED\*

A decision was made to move item #10. c) to the end of the meeting.

Acting Reeve Mike Garside and the Acting Clerk explained some recent events that have taken place regarding the Grace United Cemetery. There was a discussion regarding cemetery rules and amending the Cemetery By-law to accommodate new rules, prices, and changes in what can be sold and honoured. Councillor Gordanier suggested that a harassment disclaimer be added to the bottom of the Acting Clerk's signature line in emails in hopes that it might help prevent some of the negative comments and feedback that is being received. Councillor Rod Wood mentioned that he spoke to some of the church members and requested that if anyone has any cemetery information or old documents that the Township of Hilton could use them.

Resolution 2024 - 133  
Moved: Mike Trainor  
Seconded: Janet Gordanier

BE IT RESOLVED THAT THE COUNCIL OF THE TOWNSHIP OF HILTON does agree to the purchase of 2 Cemetery Rules signs as discussed, in order to be placed at the cemetery. \*CARRIED\*

Resolution 2024 - 134  
Moved: Rod Wood  
Seconded: Janet Gordanier

BE IT RESOLVED THAT THE COUNCIL OF THE TOWNSHIP OF HILTON does agree to the suggested amendments to By-Law #1366-23 being a By-Law to provide rules and regulations for the care and control of Grace United Cemetery within the Township of Hilton.\*CARRIED\*

Resolution 2024 - 135  
Moved: Mike Trainor  
Seconded: Rod Wood

BE IT RESOLVED THAT THE COUNCIL OF THE TOWNSHIP OF HILTON does agree to the Dr. H.S. Trefry Memorial Centre 2024/2025 Budget Funding Request in the amount of \$2000.00 \*CARRIED\*

A discussion took place regarding an email that was received in March regarding home care service. The email was discussed at the regular council meeting of April 10, then deferred until more information regarding this could be gathered. It has since been determined that there still are home care services and there is no need to write a letter to Ministry of Health, Silvia Jones, as was requested. Home care services can be set up through CBI Home Health, the Dr. H.S. Trefry Memorial Centre, Rural Health Hub, as well as private personal support workers. Home Health Care services are often referred by a patient's doctor and is based on availability. There are volunteer drivers through transportation programs at the Dr. H.S. Trefry Memorial Centre for those that would need to travel elsewhere for services. It was suggested that the Acting Clerk let the community member know of the resources available.

Resolution 2024 - 136  
Moved: Janet Gordanier  
Seconded: Mike Trainor

BE IT RESOLVED THAT THE COUNCIL OF THE TOWNSHIP OF HILTON does agree to the joining the Kensington Conservancy's Corporate Sponsorship program and paying the sponsorship amount of \$250.00. \*DEFEATED\*

Resolution 2024-137  
Moved: Mike Trainor  
Seconded: Janet Gordanier

BE IT RESOLVED THAT THE COUNCIL OF THE TOWNSHIP OF HILTON does agree to the payment of Township bills for the month of May, 2024 in the amount of \$55,137.42 per the attached voucher. \*CARRIED\*

Resolution 2024-138  
Moved: Janet Gordanier  
Seconded: Mike Trainor

Resolved that this Council move into closed session at 10:46 p.m.to consider items concerning labour relations or employee negotiations.

Further be it Resolved that should the said closed session be adjourned, the Council may reconvene in closed session to discuss the same matters without the need for a further authorizing resolution. (*Municipal Act* section 239 (2) (d) re labour relations or employee negotiations. \*CARRIED\*

Resolution 2024-139  
Moved: Janet Gordanier  
Seconded: Mike Trainor

BE IT RESOLVED THAT THE COUNCIL OF THE TOWNSHIP OF HILTON returns to open session at 10:55pm. \*CARRIED\*

Resolution 2024-140  
Moved: Janet Gordanier  
Seconded: Mike Trainor

BE IT RESOLVED THAT THE COUNCIL OF THE TOWNSHIP OF HILTON does agree to the pay increase requested by the Acting Clerk Treasurer, as discussed in the closed session. \*CARRIED\*

Resolution 2024-141  
Moved: Janet Gordanier  
Seconded: Rod Wood

BE IT RESOLVED THAT THE COUNCIL OF THE TOWNSHIP OF HILTON does pass By-Law No. 1419-24 being a by-law to confirm the proceeding of this meeting. \*CARRIED\*

Resolution 2024-142  
Moved: Mike Trainor  
Seconded: Rod Wood

BE IT RESOLVED THAT THE COUNCIL OF THE TOWNSHIP OF HILTON does adjourn at 10:58 p.m. Council to meet again at the Hilton Township Municipal office on Wednesday, July 10, 2024 or at the call of the Reeve. \*CARRIED\*

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Acting Reeve Mike Garside

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Acting Clerk Sara Dinsdale

6 d) i)

**MINUTES**  
Special Meeting  
July 2, 2024  
6:00 p.m.

Present:

Acting Reeve: Mike Garside  
Councillors: Janet Gordanier  
Mike Trainor  
Rod Wood  
Dave Leask

Acting Clerk/Treasurer: Sara Dinsdale

The meeting was called to order at 6:00 p.m.

There were no declarations of pecuniary interest.

There was a discussion regarding clarification about how pecuniary interest affects Councillors in certain situations. It was requested to add the topic of pecuniary interest into the next meeting.

Resolution 2024 - 143  
Moved: Mike Trainor  
Seconded: Dave Leask

BE IT RESOLVED THAT THE COUNCIL OF THE TOWNSHIP OF HILTON does accept the agenda for July 2, 2024 as amended. \*CARRIED\*

Resolution 2024 -144  
Moved: Janet Gordanier  
Seconded: Mike Trainor

Resolved that this Council move into closed session at 6:06 p.m. to consider items concerning personal matters about an identifiable individual.

Further be it Resolved that should the said closed session be adjourned, the Council may reconvene in closed session to discuss the same matters without the need for a further authorizing resolution. (*Municipal Act* section 239 (2) (b) personal matters about an identifiable individual. \*CARRIED\*

Resolution 2024-145  
Moved: Janet Gordanier  
Seconded: Rod Wood

BE IT RESOLVED THAT THE COUNCIL OF THE TOWNSHIP OF HILTON returns to open session at 6:25 p.m. \*CARRIED\*

Resolution 2024-146  
Moved: Rod Wood  
Seconded: Dave Leask

BE IT RESOLVED THAT THE COUNCIL OF THE TOWNSHIP OF HILTON does give first, second and third and final reading and pass by-law No. 1422-24 being a by-law to appoint a By-law Enforcement Officer/Animal Control Officer for the Township of Hilton as discussed in closed session. \*CARRIED\*

A discussion took place regarding a report that was presented by The Acting Clerk/Treasurer. The report included information that was received from the Ministry of Municipal Affairs regarding By-law Enforcement Officers' authority to issue fines and tickets for violations of municipal by-laws. The report explained that Provincial Offences Officers have the authority to enforce a wide range of provincial statutes and regulations across the entire province where Municipal By-law Enforcement Officers are limited to enforcing municipal by-laws within the boundaries of a specific municipality. Enforcement and fine limitations are set out in Section 425 of the Municipal Act.



Resolution 2024-147  
Moved: Mike Trainor  
Seconded: Dave Leask

BE IT RESOLVED THAT THE COUNCIL OF THE TOWNSHIP OF HILTON does pass By-Law No. 1423-24 being a by-law to confirm the proceeding of this meeting. \*CARRIED\*

Councillor Mike Trainor left the meeting at 6:36 p.m.

Resolution 2024-148  
Moved: Janet Gordanier  
Seconded: Dave Leask

BE IT RESOLVED THAT THE COUNCIL OF THE TOWNSHIP OF HILTON does adjourn at 6:38 p.m. Council to meet again at the Hilton Township Municipal office on Wednesday, July 10, 2024 or at the call of the Reeve. \*CARRIED\*

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Acting Reeve Mike Garside

---

Acting Clerk Sara Dinsdale

HILTON UNION FIRE BOARD

Special Meeting

MINUTES

May 6, 2024

7:00 p.m.

9a)

Present: Brian Delvecchio  
Mike Garside  
Robert Hope (Deputy Chief)  
Janet Gordanier (via phone)  
Rodney Wood  
Sarah Brown (via phone)

Acting Secretary-Treasurer: Sara Dinsdale

Call to order at 7:00 p.m.

There were no disclosures of pecuniary interest.

Resolution #F2024-18

Moved: Mike Garside Seconded: Robert Hope

BE IT RESOLVED THAT THE BOARD OF THE HILTON UNION FIRE DEPARTMENT accepts the agenda of May 6, 2024 as presented. \*CARRIED\*

Resolution #F2024-19

Moved: Janet Gordanier Seconded: Rodney Wood

BE IT RESOLVED THAT THE BOARD OF THE HILTON UNION FIRE DEPARTMENT approve the minutes of the Special Fire Board Meeting held on April 15, 2024 as presented. \*CARRIED\*

Mr. Paul Milosevich was welcomed and a discussion regarding training took place. Mike Garside explained the training information that he acquired when researching. All volunteer fire fighters must have Fire Fighters level 1 & 2 by 2026. Paul offered his knowledge regarding fire training, schooling, and certification. Paul suggested that the trainer in SSM be contacted to request training and to do mock tests. It was also discussed that the new Regional Advisor be contacted to request they join the next meeting. It was decided that the fire department has three options: 1) Do fire training through a private enterprise, 2) Continue the way it's currently being done by working through the books then challenge the exam, or 3) Do remote training through SSM then challenge the exam. A fire fighter has up to three tries to pass the exam. If they fail on the third attempt, they would need the Fire Chief to sign off on them.

A discussion regarding the Volunteer Fire Chief advertisement that the Acting Secretary-Treasurer created after the previous meeting was discussed. Recommendations to change the posting to focus more on the administration side of the opportunity were given.

Resolution #F2024-20

Moved: Janet Gordanier Seconded: Sarah Brown

BE IT RESOLVED THAT THE BOARD OF THE HILTON UNION FIRE DEPARTMENT does recommend to respective Councils to agree to post the Fire Chief Job advertisement after recommended modifications agreed to by board. \*CARRIED\*

A letter written by Councillor Sarah Brown, from the Village of Hilton was discussed. The letter is addressed to MPP Michael Mantha and MP Carol Hughes, regarding concerns of the management of Rural fire safety being that small communities fall under the same guidelines as large municipalities. The letter will be signed by both Reeve, Rodney Wood of the Township of Hilton and Mayor Robert Hope of the Village of Hilton before sent.

Resolution #F2024-21

Moved: Mike Garside Seconded: Rodney Wood

BE IT RESOLVED THAT THE BOARD OF THE HILTON UNION FIRE DEPARTMENT do adjourn at 9:18 p.m. and agree to meet again at the Hilton Township Municipal Office on June 10, 2024, or at the call of the Chair or by petition from majority of the members of the Board. \*CARRIED\*

  
Chairperson: Brian Delvecchio

  
Acting Secretary/Treasurer Sara Dinsdale

THE CORPORATION OF THE TOWNSHIP OF HILTON

BY-LAW NO. 1420-24

WHEREAS the Corporation of the Township of Hilton has enacted by-law no. 1024-11 being a by-law to authorize an agreement for the joint management and operation of a Fire Department.; and WHEREAS the Council of the Township of Hilton deems it desirable and expedient to amend said by-law in order to clarify decision making power and meeting procedures;

WHEREAS Section 9 of the Municipal Act, S.O. 2001, c. 25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Act;

AND WHEREAS Section 8 of the Municipal Act, 2001, provides that the powers of a municipality shall be interpreted broadly so as to confer broad authority on municipalities to (a) enable municipalities to govern their affairs as they consider appropriate and, (b) enhance their ability to respond to municipal issues;

AND WHEREAS the Fire Protection and Prevention Act allows for entering into agreement with one or more municipalities to provide for the joint management and operation of fire departments and for the establishment of joint boards of management thereof;

AND WHEREAS the Council of the Corporation of the Township of Hilton deems it necessary and expedient to enter into such an agreement with the Incorporated Village of Hilton Beach;

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

1. That an agreement be entered into between the Corporation of the Township of Hilton and the Incorporated Village of Hilton Beach with respect to fire department management and operation and the establishment of a joint board of management thereof in accordance with the agreement attached hereto.
2. That the Reeve and Clerk are hereby authorized to execute all documents pertaining to the said agreement.
3. This by-law rescinds By-law 1024-11 passed August 3, 2011.

Read a first and second time this 10<sup>th</sup> day of Wednesday, July 10, 2024

Read a third and final time and passed this 10<sup>th</sup> day of Wednesday, July 10, 2024.

\_\_\_\_\_  
ACTING REEVE – Mike Garside

\_\_\_\_\_  
ACTING CLERK – Sara Dinsdale

**AGREEMENT**

**FOR THE JOINT MANAGEMENT AND OPERATION  
OF THE HILTON UNION FIRE DEPARTMENT**

This agreement made this 10th day of July, 2024, between

**THE CORPORATION OF THE TOWNSHIP OF HILTON**

-and-

**THE INCORPORATED VILLAGE OF HILTON BEACH**

hereinafter called the "parties".

WHEREAS By-laws have been duly enacted by the corporate parties hereto respectively, pursuant to the provisions of the Municipal Act, to authorize an agreement between the said parties for the establishment of a fire department joint board of management,

AND WHEREAS Part 2 (4) of the Fire Protection and Prevention Act provides for two or more municipalities to establish a fire department for the purpose of providing fire protection services in those municipalities,

AND WHEREAS the parties hereto have passed respective by-laws for entering into this joint operating Agreement.

AND WHEREAS the parties hereto have agreed to jointly manage and operate a fire department known as the "Hilton Union Fire Department", hereinafter called the "department" for the purpose of providing fire protection services in the areas defined in this Agreement.

AND WITNESSETH this Agreement that in consideration of the covenants and terms contained herein, the parties agree as follows:

1. In this Agreement:

“Department” means The Hilton Union Fire Department,

“Deputy Fire Chief” means the person(s) appointed to act in the place of the fire chief in the fire chief’s absence, or in the case of a vacancy in the position of fire chief,

"Designate" means the person who, in the absence of the fire chief, is assigned to be in charge of the particular activity of the fire department and who has the same powers and authority as the fire chief;

“Fire Response Area” means the areas of the participating municipalities, as described in Appendix “A”, attached to and forming part of this Agreement,

“Fire Chief” means a fire chief appointed by the participating municipalities under subsection 6 (1), (2), or (4) of the Fire Protection and Prevention Act,

“Fire Department” means a group of firefighters authorized to provide fire protection services by a municipality, and/or a group of municipalities,

“Fire Protection” means a range of programs designed to protect the lives and property of the inhabitants of the fire department response area from the adverse effect of fires or exposure to dangerous conditions created by man or nature and includes fire suppression, fire prevention, fire safety education, communication, training of persons involved in the delivery of fire protection services, rescue and the delivery of all those services.

2. A joint board of management shall be established and shall be composed of three (3) elected members, plus one (1) alternate, from the Council of the Township of Hilton and three (3) elected members, plus one (1) alternate, from the Council of the Village of Hilton Beach and is to be known as the "Hilton Union Fire Board". The fire board shall be appointed for a term to run concurrent with the terms of the appointing Councils. Each Council shall appoint their representatives in December of an election year as designated by the Municipal Elections Act, appointments to be effective immediately. Any vacancy occurring on the fire board shall be filled within thirty (30) days of same occurring by the council of the municipality which had appointed the member wherein the vacancy occurred.
3. Board Recommendations/decisions must be presented to respective councils for approval.
4. Fire Board meetings are to be open to the public and agendas and minutes will be posted on respective websites.
5. The fire board shall appoint a chairperson from amongst its members at the first meeting of the fire board for its term.
6. The chairperson shall preside at all meetings of the fire board and be charged with the general administration of the business and affairs of the fire board.
7. (a) The fire board shall appoint a secretary/treasurer at the first meeting of the fire board in each term. The treasurer of the fire board shall be the Clerk-Treasurer of one of the municipalities as agreed to by the parties.
  - (b) The audit for the fire board shall be included in the audit of the municipality of which the Clerk-Treasurer has been appointed treasurer of the fire board. The auditor shall submit copies of the annual statements to the fire board and to each of the parties to this Agreement.
  - (c) The secretary/treasurer shall give, or cause to be given, all notices required to members of the fire board and enter, or cause to be entered, in books kept for that purpose minutes of all proceedings at such meetings and be the custodian of such books, papers, records and documents belonging to the fire board, and perform such other duties as may from time to time be prescribed by the fire board.
  - (d) The secretary/treasurer shall keep full and accurate records of account in which shall be recorded all receipts and disbursements of the department and, under the direction of the fire board, shall deposit all monies with respect to the operation of the department in a bank account to the credit of the fire board, and shall render to the fire board at the meetings thereof, or whenever required, an account of all transactions and of the financial position of the department. The secretary/treasurer shall pay only such items as are authorized by the fire board in accordance with its budget.
8. (a) The fire board shall hold four regularly scheduled meetings annually, and at such other times at the call of the chairperson or on petition of a majority of the members of the fire board.
  - (b) The fire board shall ensure the attendance of the fire chief of the department and/or designate at each regular and special fire board meeting.
9. The fire board shall ensure that all meetings are convened and continued only when each party to the agreement is represented. A quorum of the board shall consist of a minimum of four members of the board. The date and times of regular meeting shall be set by the fire board.
10. (a) All fire board meetings shall have business conducted by written motion, duly moved, seconded and carried by a majority vote.
  - (b) Copies of all minutes of regular and special meeting of the fire board are to be promptly submitted, after their approval, to the councils of each party to this Agreement.
  - (c) Financial statements, after consideration by the fire board, are to be forwarded to the councils of each party to this agreement.

ab)iv)

11. (a) By the 30th of May in each year the fire board shall submit in writing to each of the parties hereto, a draft budget for the operation of the department for that year together with an apportionment of the costs to each of the parties herein using the formula of fifty percent (50%) for the Township of Hilton and fifty percent (50%) for the Village of Hilton Beach.

Each party hereto shall approve such draft budget, or an amendment thereto, as agreed to by the other party, on or before the 30th of June of each year. Each party hereto shall pay to the treasurer in semi-annual instalments on the 30<sup>th</sup> day of June and the 31<sup>st</sup> day of December in each year the amount of their said apportionment of costs. Interest will begin to accrue from the day following the due dates at the rate of 1.25% per month.

(b) Each annual draft budget submitted to the councils shall include an appropriate provision for a reserve fund for the replacement and repair of equipment. Such contributions to the reserve fund shall be placed in a separate deposit account in the care and custody of the secretary/treasurer. The secretary/treasurer shall submit a report to the fire board on the position of the reserve fund in each year, prior to the budget meeting. No unbudgeted amounts shall be paid out of, or charged against the reserve fund following the date when any party has given notice of intent to withdraw from this Agreement.

12. The parties hereto agree that for the purposes of the financial terms and commitment to this agreement all capital and operating costs shall be incurred as per the formula in Section 9 of this Agreement.

13. The fire board shall be responsible for the preparation of draft by-laws, the formulating of policies, for and relating to the administration of the department and the fire board.

14. The fire board shall provide adequate facilities and equipment for the operation of the department.

15. The fire board shall be responsible for providing fire protection to areas within the boundary as per schedule "A" attached hereto and forming part of this agreement.

16. The department shall endeavour to respond as soon as possible to all emergency calls with the defined area as per schedule "A" with such apparatus and staff as per policy approved by the fire board.

17. The fire chief of the department is hereby authorized to purchase necessary parts and/or supplies and have the necessary repairs conducted to keep the apparatus and equipment in proper operating condition to a maximum of the annual budget.

18. Both parties to this Agreement shall give such authority as may be necessary to the members of the department in all matters pertaining to fire protection.

19. The fire board will arrange, in consultation with the councils of the parties hereto, for the issuance of policies of insurance to protect assets in the care, custody and control of the fire board from physical loss or damage and for protecting the fire board, the parties hereto and members of the department against legal liability resulting from the activities of the fire board and the operations of the department and to ensure that all policies of insurance provide that both parties to this Agreement be endorsed as additional named insureds as their interest may appear.

20.(a) This Agreement shall remain in effect until a new agreement is made, notwithstanding, the terms of this agreement may be amended from time to time.

(b) Should one of the parties wish to propose an amendment to this Agreement written notice of such shall be given to both parties and the fire board at least thirty (30) days prior to the next regularly scheduled meeting of the fire board.

21. So often as there may be any dispute between the parties to this Agreement with respect to any matter contained in this Agreement, including but not limited to the interpretation of this Agreement, the same shall be submitted to arbitration under the provisions of the Municipal Arbitrations Act, R.S.O. 1990 c. M.48, and the decision rendered in respect of such proceedings shall be final and binding upon the parties to this Agreement. If for any reason the said arbitration cannot be conducted pursuant to the provisions of the Municipal Arbitrations Act, then the parties hereto shall agree to the selection of a single arbitrator and, in the absence of

such agreement, such arbitrator shall be appointed by a Judge of the Supreme Court of Ontario pursuant to the provisions of the Arbitrations Act, S.O. 1991 c. 17, or pursuant to any successor legislation.

22. In the event that either party to this Agreement wishes to cease participating in the fire board they may do so provided that:

(a) One (1) year's written notice be given to the other party. Any written notice given, as aforesaid shall terminate this Agreement as of the 31st December of the following year in which notice is given.

(b) The terminating party's share, based on the formula in Section 9 of this Agreement, will be first offered to the remaining party at a price determined by an independent appraisal. The funding of such purchase will be extended over a period to be determined at the time by both parties, subject to O.M.B. approval.

(c) If the department is completely dissolved, the assets are to be split based on the formula contained in Section 9 of this Agreement including the assessed value of the fire station located on Part Lot 1, Concession 17, Hilton Township, but not including the land, unless otherwise agreed upon.

23. It is agreed that, with respect to matters not dealt with in this Agreement, the fire board may formulate policies for and relating to the administration and operation of the department unless otherwise prohibited by any applicable statute or regulation passed thereunder.

24. The parties hereto shall execute such further assurances as may be reasonably required to carry out the terms thereof.

25. Upon the execution of this Agreement any existing agreement between the parties, as amended, with respect to fire protection shall forthwith become null and void.

26. In the event that any covenant, provision or term of this Agreement should at any time be held by any competent tribunal to be void or unenforceable, then the Agreement shall not fail but the covenant, provision or term shall be deemed to be severable from the remainder of this Agreement which shall remain in full force and effect mutatis mutandis.


27. In witness whereof the parties have hereunto affixed the signatures of their duly authorized officers together with their corporate seals.

THE CORPORATION OF THE TOWNSHIP OF HILTON

\_\_\_\_\_  
ACTING REEVE - Mike Garside

\_\_\_\_\_  
ACTING CLERK - Sara Dinsdale

THE INCORPORATED VILLAGE OF HILTON BEACH

  
\_\_\_\_\_  
MAYOR - Robert Hope

  
\_\_\_\_\_  
CLERK - Myra Eddy

9c)

## INCORPORATED VILLAGE OF HILTON BEACH

3100 BOWKER STREET, P.O. BOX 25  
HILTON BEACH, ONTARIO - POR 1G0

PHONE (705) 246-2242  
FAX (705) 246-2913

E-MAIL: [info@hiltonbeach.com](mailto:info@hiltonbeach.com)  
WEBSITE: [www.hiltonbeach.com](http://www.hiltonbeach.com)

April 10, 2024

Township of Hilton  
Reeve Wood, council, staff and rate payers.

The Village of Hilton Beach would like to extend the use of the Hilton Beach Community Hall as an emergency warming shelter to the leadership and ratepayers of Hilton Township. Council recognizes that considerable contributions have been made toward the community hall expansion by the Township as well Township residents and ratepayers many years ago yet the Township does not utilize the hall or realize any benefit from those efforts. This is not fair nor is it in the spirit of being a good neighbour and we wish to make this correction moving forward. The Village would also invite Township ratepayers as well the council and staff to use the hall for gatherings, social functions and events.

The Village offers a long overdue thank you for your participation in the hall expansion and hopes that you take up the offer of the hall for your use with the acceptance of a key to the facility.

Best regards,  
Mayor Robert Hope





**Hilton Township Administration**

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**From:** Private [missjessicavill@gmail.com](mailto:missjessicavill@gmail.com)  
**Sent:** June 22, 2024 11:00 PM  
**To:** Hilton Township Administration  
**Subject:** Re: Address

Thank you from the very bottom of my heart! Liam was sitting playing a game when the firetruck first went by and he could get no other words out except "fire truck! Firetruck" and when it drove past he said "oh no fire truck come back!" When it did...oh my goodness! He couldn't even get words out he was so excited. At bedtime we talk about the best part of the day was and he said getting to go in the firetruck was the best part of his whole life. I'm sure you have a batch of new jr. recruits. The little firetruck they gave him hasn't left his hand. He's sleeping with it right now! He was having trouble eating all that cake with one hand but made sure the fire truck got some too 😊. This was something he will never forget and I won't either. Really if there is anything you guys need, a meal, helping hands, anything please let us know. We would love to give back to our community who made my son feel like the most important little man in the whole world. Thank you all so much!

[jessica.Macmichael](mailto:jessica.Macmichael)

Sent from my iPhone

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HILTON UNION FIRE DEPARTMENT

Resolution No. F2024-36 35

June 26, 2024

Moved:

Mike Garside \_\_\_\_\_  
 Janet Gordanier  \_\_\_\_\_  
 Rodney Wood \_\_\_\_\_  
 Robert Hope \_\_\_\_\_  
 Brian Delvecchio \_\_\_\_\_  
 Sarah Brown \_\_\_\_\_

Seconded:

Mike Garside \_\_\_\_\_  
 Janet Gordanier \_\_\_\_\_  
 Rodney Wood \_\_\_\_\_  
 Robert Hope \_\_\_\_\_  
 Brian Delvecchio \_\_\_\_\_  
 Sarah Brown  \_\_\_\_\_

BE IT RESOLVED THAT THE BOARD OF THE HILTON UNION FIRE DEPARTMENT  
 does suggest to its respective councils to accept the amended Hilton Union Fire Department draft  
 budget as amended. Each township to contribute \$27,829.39

Carried:  \_\_\_\_\_

Defeated: \_\_\_\_\_

Chairperson: B. Delvecchio

**HILTON UNION FIRE DEPARTMENT**  
**2024 BUDGET (including \$10k to Reserve Fund)**

Account #	REVENUE	2022 ACTUAL	2023 BUDGET	2023 ACTUAL	2024 BUDGET
472110	Township of Hilton	23,080.00	26,837.50	26,582.22	27,829.39
442101	Village of Hilton Beach	23,080.00	26,837.50	26,582.22	27,829.39
496200	Interest on Term Deposit	1,160.00	6,200.00	6,302.68	6,000.00
	Pumper Truck Rental (water)	470.00	300.00	300.00	300.00
472100	Donation	0.00	0.00	3,075.50	266.06
	Alloc from Fire Working Capital Reserves	0.00	0.00	0.00	0.00
	Alloc from Fire Equipment/Building Reserve Fd	0.00	0.00	0.00	0.00
	<b>TOTAL REVENUE</b>	<b>47,790.00</b>	<b>60,175.00</b>	<b>62,842.62</b>	<b>62,224.84</b>
	<b>EXPENSES</b>				
	<u>Operating:</u>				
521100/250	Chief & Deputy Wages/EHT	4,258.26	4,275.00	4,246.37	3,000.00
521110	FireFighters Honorarium	4,500.00	4,500.00	4,500.01	4,500.00
521230	WSIB	2,349.60	3,500.00	4,439.00	3,500.00
521330	Miscellaneous	0.00	500.00	65.04	75.00
521400	Truck Repairs and Maintenance	639.05	2,000.00	1,811.83	2,000.00
521410	Building Maintenance	42.65	200.00	74.72	500.00
521420	Compressor Maintenance	1,152.88	1,000.00	1,086.75	1,200.00
521438	Prevention	-120.00	500.00	0.00	500.00
521450	Equipment Purchases/Repairs	1,997.53	2,700.00	1,609.81	4,100.00
521460	Truck Fuel	409.75	500.00	814.50	500.00
521470	Turnout Gear	221.83	2,200.00	2,244.82	0.00
521475	SCBAs	0.00	0.00	0.00	0.00
521480	Training - Seminars	0.00	0.00	0.00	0.00
521490	Mileage	0.00	0.00	0.00	0.00
521512	Audit Fees	1,061.60	1,100.00	1,116.05	1,200.00
521570	Insurance	7,884.40	12,800.00	13,328.28	16,641.00
521590	Mutual Aid	0.00	0.00	0.00	0.00
521600	Hydrant Maintenance	1,578.48	1,600.00	1,578.48	1,600.00
521610	Inspections (re equipment testing)	457.92	2,000.00	473.18	2,000.00
521680	Telephone	0.00	0.00	0.00	0.00
521682	Communication	2,362.08	2,300.00	1,808.92	2,408.84
521690	Power/Propane	1,540.75	2,300.00	2,440.02	2,500.00
	<b>SUB TOTAL</b>	<b>30,336.78</b>	<b>43,975.00</b>	<b>41,637.78</b>	<b>46,224.84</b>
	<u>Capital:</u>				
		0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00
	<b>SUB TOTAL</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
	<b>TOTAL EXPENSES</b>	<b>30,336.78</b>	<b>43,975.00</b>	<b>41,637.78</b>	<b>46,224.84</b>

St Joseph  
 Hilton Twp-Rds

re surplus refund

radios

pumper test only

scba+pumper testing

re firehall heater 2 months

no scba testing

air tanks ignis ECT

scba-pumper testing

HILTON UNION FIRE DEPARTMENT 2024 BUDGET				
Account #	2022 ACTUAL	2023 BUDGET	2023 ACTUAL	2024 BUDGET
<b>TRANSFERS: RESERVES &amp; RESERVE FUNDS</b>				
Allocate to/(from) Fire Working Capital (surplus/deficit)	6,293.22	0.00	4,899.55	0.00
Allocate Interest on TD and GIC to Fire Res Fd	1,160.00	6,200.00	6,305.29	6,000.00
Allocate to Reserve Fund for Equip/Bidg	10,000.00	10,000.00	10,000.00	10,000.00
<b>TOTAL TRANSFERS</b>	17,453.22	16,200.00	21,204.84	16,000.00
<b>TOTAL BUDGET</b>	47,790.00	60,175.00	62,842.62	62,224.84
<b>Fire Working Capital Balance</b>	14,380.17		19,279.72	19,279.72
<b>Fire Equipment Reserve Fund Balance</b>	153,702.34		170,007.63	165,995.63
<b>Fire Building Reserve Fund Balance</b>	15,532.33		15,532.33	15,532.33
<b>Pumper:</b>	91,178.99		107,484.28	
<b>Tanker:</b>	38,523.35		38,523.35	
<b>Bunker Gear:</b>	13,000.00		13,000.00	
<b>Rapid Attack:</b>	11,000.00		11,000.00	
	153,702.34		170,007.63	
<b>Building:</b>	15,532.33		15,532.33	
<b>Total ResFunds</b>	169,234.67		185,539.96	

HILTON UNION FIRE DEPARTMENT

Resolution No. F2024-28<sup>25</sup>

June 10, 2024

Moved:

Mike Garside	_____
Janet Gordanier	✓_____
Rodney Wood	_____
Robert Hope	_____
Brian Delvecchio	_____
Sarah Brown	_____

Seconded:

Mike Garside	_____
Janet Gordanier	_____
Rodney Wood	_____
Robert Hope	✓_____
Brian Delvecchio	_____
Sarah Brown	_____

BE IT RESOLVED THAT THE BOARD OF THE HILTON UNION FIRE DEPARTMENT

recommends to the respective councils to  
 increase the Reserve fund allocation to  
 \$10,000<sup>00</sup> each in 2025.

Carried: ✓\_\_\_\_\_

Defeated: \_\_\_\_\_

Chairperson: B. de



11a)

Clerks Report: 2024-07-10/03

Meeting Date: July 10, 2024

Subject: **Municipal Administration Program-Acting Clerk/Treasurer**

Regular Meeting

Prepared by: Sara Dinsdale

---

As you are all aware, I completed Unit 4 of the Municipal Administration Program earlier this year. I would like to move forward in the program and requesting that Council consider my request.

I am interested in registering for two units:

- 1) Unit 1 (Correspondence Format) with a start date of September 9, 2024
- 2) Unit 2 (Zoom Format) with a start date of November 5, 2024. Below is the schedule for this unit.

Unit 2 Class dates:

Tuesday, November 5: 9 am- 1 pm

Tuesday, November 12: 9 am- 1 pm

Tuesday, November 19: 9 am- 1 pm

Tuesday, November 26: 9 am- 1 pm

Tuesday, December 3: 9 am- 1 pm

The Correspondence Format cost is \$405.00 + HST.

The Zoom Format cost is \$495.00 + HST

Registration for both units closes on August 9, 2024.

Thank you.

Sara Dinsdale

**THE CORPORATION OF THE TOWNSHIP OF HILTON**

**By-Law 1421-21**

A by-law to govern the proceedings of Council and Committees of the Township of Hilton, the conduct of its members and the calling of Meetings.

**WHEREAS** Section 238(2) of the Municipal Act, S.O. 2001, Chapter M.25, as amended, requires that every municipality shall pass a Procedural By-law for governing the calling, place and proceedings of meetings;

**AND WHEREAS** pursuant to Section 239 (1) of the Municipal Act, the Council of The Corporation of the Township of Hilton deems it expedient to amend its procedural by-law Section 4.7 to allow the use of live streaming open meetings when available;

**AND WHEREAS** pursuant to Section 238 (3.1) of the Municipal Act provides that the applicable procedural by-law may provide that a member of council, of a local board or of a committee of either of them, can participate electronically in a meeting which is open to the public to the extent and in the manner set out in the by-law provided that any such member may be counted in determining whether or not a quorum of members is present at any point in time;

**AND WHEREAS** Bill 197 amends Section 238 of the Municipal Act, Section 238 (3.3) to provide that the applicable procedural by-law may provide that, a member of a council, of a local board or of a committee of either of them can participate electronically in a meeting that is open or closed to the public.

**AND WHEREAS** the Council of The Corporation of the Township of Hilton deems it expedient to amend its procedural by-law to allow its members to participate at Council meetings beyond the period of time of a declared Provincial and/or Municipal emergency;

**AND WHEREAS** the Council of The Corporation of the Township of Hilton deems it expedient to amend its procedural by-law Section 19.1 to include Schedule "A" being a Delegation Request Form;

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

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**1. SHORT TITLE**

1.1 This By-law shall be cited as the "Procedural By-law".

**2. DEFINITIONS**

THAT in this By-law:

2.1 "CHAIR" shall mean the Head of Council or Presiding Officer at a committee meeting;

2.2 "CLERK" means the Clerk of The Corporation of the Township of Hilton.

2.3 "CLOSED SESSION" shall mean closed to the public as described in Subsection 4.4 of this By-law;

2.4 "COMMITTEE" means any advisory or other committee, sub-committee or similar entity composed of members of one or more councils or local boards or the public;

2.5 "CONFLICT OF INTEREST" means a direct or indirect pecuniary interest as defined in the *Municipal Conflict of Interest Act*; R.S.O. 1990, Chapter M.50 as amended (MCIA), and any successor legislation thereto;

2.6 "CORPORATION" means the Municipal Corporation of the Township of Hilton;

2.7 "COUNCIL" means the elected and sworn members of the Council of the Township of Hilton.

2.8 "DEPUTATION / DELEGATION" means an individual/group who has submitted a request for delegation to the Clerk within the prescribed timelines to address Council or Committee;

2.9 "ELECTRONIC MEETING" means a meeting called and held in full or in part via electronic means (including, but not limited to, audio teleconference, video teleconference, or via means of the internet), and with or without in person attendance;

2.10 "EMERGENCY" means any period of time during which an emergency has been declared to exist in all or part of a municipality by the Head of Council or the Province under sections 4 or 7.0.1 of the Emergency Management Act;

2.11 "EMERGENCY MANAGEMENT ACT" means the Emergency Management and Civil Protection Act, R.S.O. 1990, Chapter E.9, as amended;

2.12 "HEAD OF COUNCIL" means the Reeve of Hilton Township or such Acting Head of Council as may be appointed by Council Resolution;

2.13 "MAJORITY" means for the purpose of voting, more than half of the members of Council or Committee present at the vote and not prohibited by statute from voting;

2.14 "MEETING" means any regular, special, committee or other meeting of Council or a Committee or Local Board, where,

- a) A quorum of members is present, and
- b) Members discuss or otherwise deal with any matter in a way that materially advances the business or decision-making of the Council, Local Board or Committee;

2.15 "MEMBER" means a member of Council and includes the Head of Council, or a member of Committee, and includes the Chair;

2.16 "MAIN MOTION" shall mean any motion except the following ones:

- a) a motion to extend the time of the meeting;
- b) a motion to refer;
- c) a motion to amend;
- d) a motion to defer or table;
- e) a motion to reconsider;
- f) a motion to adjourn;



- 2.17 "MOTION" means a question to be considered by the Council or Committee which is moved, seconded, presented, read by the Chair and is subject to debate. When a Motion is adopted, it becomes a Resolution.
- 2.18 "MUNICIPAL ACT" means the Municipal Act S.O. 2001, Chapter 25, as amended and any successor legislation thereto;
- 2.19 "MUNICIPAL CONFLICT OF INTEREST ACT" (MCIA) means regulations under the Municipal Conflict of Interest Act R.S.O. 1990, Chapter M.50 as amended, and where Members shall declare any pecuniary interest in common with electors within the area of jurisdiction and/or where the matter under consideration affect only part of the area of jurisdiction;
- 2.20 "MUNICIPALITY" means the Municipal Corporation of the Township of Hilton;
- 2.21 "PUBLIC MEETING" means a portion of a meeting for either public hearings on a planning matter, or a matter added to the already adopted Agenda to allow for free public delegation;
- 2.22 "QUORUM" shall mean a majority (more than half) of the whole number of members of Council or a Committee. Where a member has or members have declared a pecuniary interest pursuant to the *Municipal Conflict of Interest Act*, the quorum may be less than half plus one of the whole number of members but shall not be less than two;
- 2.23 "RECORDED VOTE" means the recording of the name and vote of every member of any matter of question. In the case of a Member who has declared a conflict of interest in the matter or question, the minutes shall reflect the Member's declaration and the general nature thereof;
- 2.24 "REGULAR MEETING" means any regular Council or Committee meeting when a quorum is present;
- 2.25 "RESOLUTION" means a record of decisions or wishes of Council and includes routine administrative and management matters;

**3. GENERAL PROVISIONS**

- 3.1 Subject to the provisions of the Municipal Act, the rules and regulations contained in the By-law shall be observed in all proceedings of the Council and shall be the rules and regulations for the order and dispatch of business for the Council and Committees of Council.
- 3.2 All rules inconsistent with this By-law at the time of the passing hereof, be and the same are hereby repealed.
- 3.3 Any rule established by the By-law, other than a quorum requirement, may be suspended at or for a particular meeting by Resolution, provided two-thirds of all Councillors present vote in favour thereof, provided that the suspension of the rules does not result in a contravention of the Municipal Act.

**4. CONVENING OF COUNCIL MEETINGS**

- 4.1 The Inaugural Meeting of Council shall take place at 7:00 p.m. on the first Wednesday in December following a regular election at the Council Chambers in the Municipal Office for the purpose of swearing in the new Council and conducting regular business.
- 4.2. The Council of The Corporation of the Township of Hilton shall hold its regular meeting on the first Wednesday of each month at 7:00 p.m. at The Corporation of the Township of Hilton Council Chambers, 2983 Base Line, Hilton Beach. The meeting date may be changed by resolution of Council.
- 4.3 When a public or civic holiday fall on a regular meeting day, an alternate meeting date shall be scheduled, if required, at the previous regular council meeting.
- 4.4 Where a regular meeting of Council is to be held at a time, day or place other than as

than as set out in i) above, Council shall give notice by having the Clerk post it in the Municipal Office or, if time permits, posted on the municipality's web site and/or advertised in the Island Clippings.

- 4.5 If a quorum is not present within fifteen minutes after the time appointed for the meeting, the Clerk shall call the roll and record the names of the Members present and the meeting shall stand adjourned until the next regular meeting or until a special meeting is called.
- 4.6 The use of audio, still camera and video recording equipment (electronics) during a meeting that is not closed to the public is permitted providing it is not disruptive to the conduct of the meeting and that Council is advised it is being used. Any and all audio/camera/video recordings recorded other than by the municipality, under any circumstances, shall not be deemed to be the official records.
- 4.7 The Municipality will make every reasonable effort to ensure that meetings are available to the public through live streaming. Live streaming of open council meetings is a courtesy only. Sessions will continue regardless of technical issues, internet failure, or availability as all regular meetings are open for the public to attend in person. A link to the meeting will be posted to the township's website when available."
- 4.8 All meetings of Council, and all meetings of any Committees of the Council, shall be open to the public, except that they **may** be closed to the public if the subject matter being considered involves:
- a) The security of the property of the municipality or the local board;
  - b) Personal matters about an identifiable individual, including municipal employees or local board members;
  - c) A proposed or pending acquisition or disposition of land for municipal or local board purposes;
  - d) Labour relations or employee negotiations;
  - e) Litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board;
  - f) Advice that is subject to solicitor-client privilege, including communications necessary for that purpose;
  - g) A matter in respect of which a Council, local board, committee or other body may hold a closed meeting under another Act;
- 4.9 A meeting or part of a meeting **shall** be closed to the public if the subject matter being considered is:
- a) a request under the *Municipal Freedom of Information and Protection of Privacy Act* if the Council, local board, committee or other body is the head of an institution for the purposes of that Act; or
  - b) an ongoing investigation respecting the municipality, a local board or a municipally-controlled corporation by the Ombudsman.
- 4.10 A meeting of a Council or local board or of a committee of either of them **may** be closed to the public if the following conditions are both satisfied:
- a) The meeting is held for the purpose of educating or training the members.
  - b) At the meeting, no member discusses or otherwise deals with any matter in a way that materially advances the business or decision-making of the Council, local board or committee.
- 4.11 Before holding a meeting or part of a meeting that is to be closed to the public, Council shall state by resolution:
- a) The fact of the holding of the closed meeting and the general nature of the matter to be considered; or
  - b) The case of a meeting for educational or training purposes, the fact of the holding of the closed meeting, the general nature of its subject-matter and that it is to be closed for that reason.

- 4.12 When Council or committee is in Closed Meeting all members of the public (other than those involved in discussion and support staff who may be asked to stay) will be asked to leave the building in which the meeting is being held.
- 4.13 All votes of Council shall be open to the public except those votes taken during a meeting or part thereof that is closed to the public in accordance with Section 4.7 of this By-law if said vote is for a procedural matter or for giving directions or instruction to officers, employees or agents of the Township, Committee or local board or persons retained by or under contract with the Township, committee or local board or to rise from closed session.
- 4.14 When at any session of the Council meeting the hour of 11:00 p.m. shall be reached, the Reeve, or other presiding officer, shall declare the Council adjourned and leave the chair, unless the Council by unanimous consent and by resolution determines otherwise.

## **5. NOTICE OF MEETINGS**

- 5.1 Notice of meetings of Council, Local Boards and Committees will be given by publication of future meetings in previous Minutes, posting of Agendas on the Township website ([www.hiltontownship.ca](http://www.hiltontownship.ca)) and by posting notice at the Municipal Office prior to the meeting.
- 5.2 Where a regular meeting of the Council is to be held at a time of day other than as set out in Section 4.2 above, the Council shall give notice of at least seven (7) days in advance of such meeting by posting a notice at the Municipal Office and on the municipal website.

## **6. MEETINGS OF COUNCIL - SPECIAL**

- 6.1 The Head of Council may at any time call a special meeting of the Council and it shall be the Reeve's duty to call a special meeting whenever requested by a majority of the members of the Council. In addition, the Clerk shall, upon receipt of a written petition signed by the majority of the members of the Council, summon a special meeting for the purpose and at the time mentioned in the petition. Notice of such a special meeting shall be given by the Clerk's office contacting members.
- 6.2 The Clerk will provide forty-eight hour notice of the special meeting. It shall be the responsibility of the Clerk to make available to Council Members, when possible, all notices, agendas and other information required for the Special Meeting a minimum of twenty-four hours in advance of such meetings.
- 6.3 The notice calling a special meeting of the Council shall state the business to be considered at the special meeting and no business other than that stated in the notice shall be considered at such meeting except with the unanimous consent of all members present at such meeting.
- 6.4 In the case of special meetings, notice shall be given by posting of the Agenda on the Township website and at the municipal office as soon as practicable after notice of the special meeting has been given and any other notification that is permitted within the time frame.
- 6.5 In accordance with Section 236 of the Municipal Act, an Emergency Meeting of Council may be called by the Reeve at any time and at any location as may be convenient. For the purposes of this section an Emergency Meeting may be called for an emergency within the meaning of the Township's Emergency Plan or any other similar unforeseeable circumstance.
- 6.6 Notwithstanding the requirements set out above, in the event of an emergency, the special meeting may be held as soon as practical following receipt of the summons or petition as the case may be.

## **7. ELECTRONIC MEETING**

- 7.1 A regular meeting or special meeting of Council may be conducted by Electronic Meeting, in accordance with this Section.

- 7.2 Members attending and present during an Electronic Meeting shall be counted for purposes of quorum at the commencement and at any point in time during the meeting, and shall be entitled to vote through a vote recorded by the Clerk as if they were attending the meeting in person. An Electronic Meeting may include a Closed Session, which shall be conducted in the absence of the public and in accordance with this Section.
- 7.3 A public notice of an Electronic Meeting shall include sufficient information as to provide the public with a means to electronically access the open session of such Electronic Meeting.
- 7.4 An Electronic Meeting shall not permit public delegations, except by way of electronic submission received in advance of the meeting, which shall be submitted to the Clerk prior to the start of the Electronic Meeting, and shall be provided to members at the meeting.
- 7.5 Notwithstanding the foregoing, Council's Procedural By-law shall continue to apply to an Electronic Meeting held pursuant to this Section, except that any Provincial legislation or order shall prevail to the extent of any conflict.

## **8. CANCELLATION OF MEETINGS**

- 8.1 The Head of Council may cancel any meeting if notice has been given that a quorum will not be available to conduct a meeting.
- 8.2 The Council, at its discretion, at a preceding Regular Meeting may cancel or reschedule Regular Meetings of the Council.
- 8.3 Due to inclement weather or other emergencies, a notice must be posted on the door and an attempt made to notify all council members.

## **9. ADJOURNMENT**

- 9.1 A motion to adjourn a meeting shall be in order except,
- a) When another Councillor is in possession of the floor;
  - b) When it has been decided that the vote be now taken; or
  - c) During the taking of a vote.
- 9.2 Where a person has been deemed guilty of improper conduct by the Presiding Officer and is expelled or excluded from the meeting by the Presiding Officer and such person refuses to so leave, the Presiding Officer may adjourn the meeting without any motion to do so until such time as the person has left the meeting room.

## **10. AGENDA**

- 10.1 It shall be the duty of the Clerk to prepare and circulate for the use of the members at the regular meetings of the Council, an agenda under the following headings:
- a) Call to Order
  - b) Declarations of Pecuniary Interest
  - c) Minutes of previous meeting and any other meetings to be adopted by Council
  - d) Delegations
  - e) Road Issues
  - f) Fire Issues
  - g) Planning Issues
  - h) Building and By-law Enforcement Issues
  - i) Administration Issues
  - j) Correspondence
  - k) Presenting, Referring or Passing of Accounts
  - l) Confirmatory By-law
  - m) Adjournment
- 10.2 The business of Council shall be considered in order set forth on the agenda provided, however, the Head of Council, with approval of the members, may vary the order of business to better deal with matters before Council.

- 10.3 Except as otherwise decided by a majority vote of the members present and voting, Council shall not consider any report, or any matter, that has not been included on the agenda.
- 10.4 Paper copies of agendas will be available for pickup by council members no later than 4:30 p.m. on the Monday preceding the regular meeting of Council. Agendas may be sent electronically by email to those members unable to pick up their paper copies.

## 11. ORDER OF PROCEEDINGS OF COUNCIL

- 11.1 As soon after the hour fixed for the meeting as a Quorum is present, the Meeting shall be called to order by the Head of Council.
- 11.2 The Head of Council, if present, shall preside at all meetings.
- 11.3 In the absence of the Head of Council, a Presiding Officer shall preside during the Meeting or until the arrival of the Reeve. A Presiding Officer shall be chosen by a vote of the Members of the Council present during the meeting and shall have all the power of the Head of Council.

## 12. MINUTES

- 12.1 The minutes of Council as taken by the Clerk or designate shall consist of a record of all proceedings taken in Council. Pursuant to the *Municipal Act, 2001*, the minutes shall be a factual account without note or comment.
- 12.2 The Clerk may delegate its duties with respect to recording minutes within a public or within a Closed Meeting of Council or Committee, to a staff person who has been delegated this task under Section 228(4) of the *Municipal Act, 2001* only.
- 12.3 Minutes of a closed session of Council or a Committee of Council shall be presented for adoption at the next regular meeting of Council under separate resolution to adoption of the regular Minutes.
- 12.4 All minutes and committee minutes following adoption by Council and all By-laws passed by the Council shall be kept in the Clerk's office and shall be made available for viewing during normal office hours and shall be posted on the Township website, save and except those minutes recorded during a meeting or part thereof that was closed to the public in accordance with Section 4.7 and 4.8 of the By-law and subject to the provisions of any applicable By-law, act or statute.
- 12.5 During the adoption of the Minutes of a previous meeting of Council, no changes can be made in the action taken by Council at the previous meeting; only changes in the form of errors and omissions and recording of any action taken at the previous meeting may be made in adopting the Minutes.

## 13. CONDUCT OF PROCEEDINGS AT A MEETING OF COUNCIL

- 13.1 It shall be the duty of the Presiding Officer to:
- a) Preserve order and decorum in the Council Chambers;
  - b) Open the meeting of Council by taking the Chair and calling the members to order;
  - c) Receive and submit, in the proper manner, all motions presented by the Councillors;
  - d) Put to vote all motions which are properly moved and seconded, or necessarily arise in the course of proceedings, and to announce the results;
  - e) Decline to put to vote motions which infringe on the rules of procedure;
  - f) Restrain the Councillors, within the rules of order, when engaged in debate;
  - g) Enforce on all occasions the observance of order and decorum among the members;
  - h) Call by name any member persisting in breach of the rules of order of the Council, thereby ordering that member to vacate the Council Chamber.
  - i) Receive all messages and other communications and announce them to the Council.

- j) Authenticate, by signature when necessary, all by-laws, resolutions and minutes of Council;
- k) Represent and support the Council, declaring its decision in all things;
- l) Ensure that the decisions of Council are in conformity with the laws and by-laws governing activities of the Council;
- m) Expel or exclude from any meeting any person who has been guilty of improper conduct at the meeting;
- n) Adjourn the meeting when the business is concluded, but also in the case of grave disorder arising in the Council Chamber.

#### **14. DECORUM**

##### 14.1 Council Members Shall Not:

- a) Use offensive words or unparliamentary language in or against the Council or any member thereof;
- b) Speak on any subject other than the subject in debate;
- c) Criticize any decision of the Council except for the purpose of moving that the question be reconsidered;
- d) Disobey the rules of the Council or a decision of the Head of Council on questions of order or practice, or upon the interpretation of the rules of the Council;
- e) Disturb another, or the Council itself, by any disorderly conduct disconcerting to any member speaking;
- f) Interrupt a member who is speaking, except to raise a point of order.

#### **15. RULES OF DEBATE**

##### 15.1 The Chair shall:

- a) designate the member who has the floor when two or more members wish to speak
- b) read all motions presented in writing before permitting debate on the question, except when otherwise provided in this By-law
- c) preside over the conduct of the meeting including the preservation of good order and decorum, ruling on points of order and questions of privilege and ruling on all questions relating to the procedure of the meeting, with any such ruling being subject to an appeal by any Councillor
- d) indicate why the appeal should be rejected and the Chair's ruling upheld, if an appeal is made by a Council for a ruling of the Chair
- e) without debate on the appeal, call on the Councillor to vote on the appeal
- f) if the appeal is upheld, change his/her ruling accordingly; if the appeal is rejected the Chair may close the debate

15.2 The Chair may speak on any matter before the commencement of debate on that matter. In addition, the Chair may speak to close the debate on any matter after every member wishing to speak has spoken.

15.3 When a member is speaking, no other member shall interrupt the member except to raise a point of order.

15.4 A member may ask a question only for the purpose of obtaining facts relevant to the matter under discussion and necessary for a clear understanding thereof.

15.5 A member may, during the discussion on any particular item on the Agenda, ask questions, through the Chair, of any Department Head of the Municipality in attendance at the meeting, pertaining to the item concerned.

#### **16. VOTING ON QUESTIONS**

16.1 When the Head of Council calls for the vote on a question, each member shall occupy their seat and shall remain there until the result of the vote has been declared, and during such time no member shall walk across the room or speak to any other member or make any noise or disturbance.

- 16.2 If a member who has voted on a question disagrees with the declaration of the Head of Council that the question is carried or lost, the member may but only immediately after the declaration, object to the declaration and require a recorded vote to be taken in the manner prescribed in subsection 16.3 of this By-law.
- 16.3 When a member request a recorded vote, each member shall announce his respective vote openly and individually unless otherwise prohibited by statute. The Clerk shall announce each member's name, request each member's vote, commencing with the member who requested the vote, and continuing in alphabetical order by last name, followed by the Head of Council. The Head of Council shall always vote last. When all votes have been recorded, the Clerk shall announce the result of the vote.
- 16.4 Every member present at a meeting of the Council when a question is put shall vote thereon, except that if the member has any pecuniary interest, direct or indirect in the question, the member shall at the first opportunity disclose that interest and shall refrain from taking part in the discussion and from voting on the particular question. Every member present who is required to vote on a question, but in fact does not want to vote thereon, shall be deemed to be voting in the negative and shall be so recorded.
- 16.5 The Reeve (except where disqualified from voting by reason of interest or otherwise) may vote with the members on all questions. Any questions on which there is an equality of votes shall be deemed to be negative.

## **17. MOTIONS**

- 17.1 All motions shall be submitted in writing signed by the mover and seconder and filed with the Clerk.
- 17.2 Motions may be introduced without notice if the Council, without debate, dispenses with the notice on the affirmative vote of at least two-thirds of the Councillors present and voting.
- 17.3 The Presiding Officer shall state the question in the precise form in which it will be recorded in the minutes immediately preceding the calling for the vote.
- 17.4 The manner of determining the decision of the Council on a motion shall be by a show of hands.
- 17.5 Any resolution shall require three affirmative votes in order to be valid and binding on Council. Where only a quorum is present, a resolution, in order to carry or be passed, must be unanimously affirmed by the said quorum.
- 17.6 Where a vote is taken for any purpose and a member requests immediately prior or immediately subsequent to the taking of the vote that the vote be recorded, each member present, except a member who is disqualified from voting by any Act, shall announce his or her vote openly, and any failure to vote by a member who is not disqualified shall be deemed to be a negative vote and the Clerk shall record each vote.
- 17.7 After a motion is read, it shall be deemed to be in possession of the Council, and it may only be withdrawn before decision or amendment with permission of a majority of the members of the Council present.
- 17.8 No member shall speak to any motion until it is first read and the mover is entitled to speak both first and last thereon if the member so elects. Motions shall be seconded before being debated or put to a vote.
- 17.9 After any question is finally put by the Head of Council, no member shall speak on the question, nor shall any other motion be made until after the result is declared. The decision of the Head of Council as to whether the question has been finally put shall be conclusive.
- 17.10 A member who wishes to introduce a motion, either on the agenda or at the regular meeting, that is of a substantive nature, must introduce the motion as a Notice of Motion.

- a) The member who hands a written Notice of Motion to the Clerk to be read at any regular Council meeting need not necessarily be seated during the reading of said notice.
- b) A motion of which notice has been given, if not moved on the day and at the meeting for which notice has been given cannot be moved at any subsequent meeting without due notice having been given for such meeting unless the Head of Council and all members of the Council are present and consent to such motion being made.
- c) Notice of a Notice of Motion shall be given either by inclusion on an agenda or by announcement at a regular meeting of the Council. The motion of which notice has been given shall not be considered at the same meeting as that at which notice thereof was given, without the consent of Council (simple majority) to do so. If notice is given otherwise than on an agenda, such Notice of Motion shall be in writing and given to the Clerk who shall read the same to the Council.
- 17.11 Subject to a motion to reconsider, a motion once decided by the Council may not again be introduced in the same calendar year; nor shall a motion that has been defeated be introduced as an amendment.
- 17.12 All motions shall be put to the Council in the order in which they are proposed, except amendments which shall be submitted in the reverse order in which they are made.
- 17.13 When a question is under consideration, no motion shall be received unless:
- a) to amend (see section 17.14)
  - b) to refer or defer (see section 17.15)
  - c) to adjourn (see section 17.16)
  - d) to lay on table (see section 17.17)
- 17.14 Motion to Amend shall:
- a) be open to debate;
  - b) not propose a direct negative to the main Motion;
  - c) be relevant to the main Motion; and
  - d) not be further amended more than once.
- 17.15 Motion to Refer or Defer
- a) A motion to refer shall require direction as to the body or official to which it is being referred and is not debatable. A motion for reference to a Committee, Board or official until it is decided, shall preclude all amendments of the main question and takes precedence over a motion to defer.
  - b) A motion to defer must include a reason for deferral and is not debatable except:
    - i) that the mover of the deferral motion shall be entitled to give a brief explanation of the mover's reasons for deferral, and
    - ii) either the mover or the seconder of the original motion which is the subject of the motion to defer may speak against the deferral motion.
    - iii) one person or delegation may speak for and/or against the deferral and shall be limited to two minutes.
- 17.16 Motion to Adjourn
- A motion to adjourn the Council or adjourn the debate is not debatable and shall be in order except:
- a) when a member is in possession of the floor;
  - b) when it has been decided that the vote be now taken; or
  - c) during the taking of a vote.
- 17.17 Motion to Table
- A motion to table is not debatable and shall take precedence over any motion or amendment, except a motion to adjourn. Further consideration of a table motion may take place at any time on a motion "that the matter be taken from the table".
- 17.18 Any member of the Council may give notice within a 12 month period in which the



question was decided, for a reconsideration of the question at any regular meeting of the Council. A majority vote will be required to carry the motion for reconsideration is carried, and no question shall be reconsidered more than once in a 12 month period.

## **18. DISCLOSURE OF CONFLICT OF INTEREST**

- 18.1 All Members shall govern themselves at any meeting in accordance with the current legislation respecting any disclosure of interest they may have in accordance to the *Municipal Conflict of Interest Act R.S.O 1990*.
- 18.2 It is the responsibility of the Member to identify and disclose any interest and complete a Declaration of Conflict of Interest Form to be filed with the Clerk prior to the meeting.
- 18.3 The Member shall disclose the interest including the general nature thereof, prior to any consideration of the matter and shall not take part in the discussion of, or vote on any question in respect of the matter and shall not attempt in any way whether before, during or after the meeting to influence the voting on any such question.
- 18.4 Where a Member has declared a conflict of interest, and the matter is being discussed at a public meeting, the Member shall not participate in any debate or vote.
- 18.5 Where a meeting is not open to the public, the Member shall immediately leave the meeting or the part of the meeting during which the matter is under consideration.
- 18.6 Where a Member is absent from a meeting which include a matter on which they have an interest, the Member shall disclose this interest at the next public meeting they attend.
- 18.7 The Clerk shall record every declaration of interest and general nature thereof made by a Council Member under MCIA in the minutes of a Council meeting which is open to the public and maintain the declaration within a registry to be made available for public viewing.
- 18.8 The Clerk shall record every declaration of interest, but not the general nature thereof, made by a Council Member under MCIA in the minutes of the Council meeting, which is not open to the public.

## **19. DEPUTATIONS/DELEGATIONS**

- 19.1 Persons desiring to present information verbally on matter of fact or make a request of Council shall submit to the Clerk a written request by completing a Delegation Request Form; not less than seven days prior to the meeting of Council. All requests to be heard by Council shall state the purpose of the deputation and shall be signed.
- 19.2 A delegation shall be listed on the agenda and heard in the order determined by the Clerk. Deputations/Delegations shall be limited in speaking to not more than 15 minutes, except that a delegation consisting of two or more persons shall be allowed to speak for a total time of 20 minutes and shall be advised of the time limitation in advance of their presentation.
- 19.3 Notwithstanding the provisions of Section 19.1 Council may, at their sole discretion, entertain deputations or delegations with less notice as the circumstances may warrant.

## **20. READINGS OF BY-LAWS AND PROCEEDINGS THEREON**

- 20.1 Every By-law when introduced shall be in typewritten form and shall contain no blanks except such as may be required to conform to accepted procedure or to comply with provisions of any Act and shall be complete with the exception of the date thereof.
- 20.2 Every By-law shall have three readings prior to it being passed if required by legislation.
- 20.3 The first and second reading of the by-law shall be decided without amendment or debate.

- 20.4 If the Council determines that the By-law is to be considered by a committee, it shall be so considered prior to the third reading thereof.
- 20.5 If Council so determines, a By-law may be taken as read.
- 20.6 The Clerk shall set out on all by-laws enacted by Council the date of the several readings thereof.
- 20.7 Every by-law enacted by the Council shall be numbered and dated and shall be sealed with the seal of the Corporation and signed by the Clerk and the Presiding Officer and shall be deposited by the Clerk in the municipal office for safekeeping.

**21. EFFECTIVE DATE**

- 21.1 By-law 1274-20 is hereby repealed upon the passing of this By-law.
- 21.2 This By-law shall come into effect on the date it receives final reading by the Council of the Corporation of the Township of Hilton.

Read a first, second and third and final time and passed in Open Council this 10th day of July, 2024.

**ACTING REEVE – Mike Garside**

**ACTING CLERK – Sara Dinsdale**

THE CORPORATION OF THE TOWNSHIP OF HILTON

BY-LAW NO. 1424-24

Being a by-law to authorize the execution of an Agreement with the Association of Municipalities of Ontario for the administration of the transfer of the Canada Community-Building Fund.

WHEREAS the Council of the Township of Hilton deems it desirable to enter into an agreement with the Association of Municipalities of Ontario regarding the transfer and use of the Canada Community-Building Fund ("CCBF") in Ontario;

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

1. THAT the Agreement shall be in the form of Schedule "A" hereto attached.
2. THAT the Reeve and Clerk of the Township of Hilton are authorized to execute this Municipal Funding Agreement between the Association of Municipalities of Ontario and the Township of Hilton for the Transfer of the Canada Community-Building Fund as in Schedule A attached hereto.
3. Schedule "A" attached hereto forms part of this by-law.

This by-law shall come into force and effect on the day it is finally passed.

Read a first, second and third time and finally passed this 10<sup>th</sup> day of July, 2024.

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Acting Reeve Mike Garside

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Acting Clerk, Treasurer Sara Dinsdale

Schedule "A" to By-law No 1421-24  
The Corporation of the Township of Hilton  
Delegation Request Form

Date of Meeting you wish to attend: \_\_\_\_\_

Name of Person(s) wishing to make presentation: \_\_\_\_\_

Title/Position, if applicable: \_\_\_\_\_

Group/Organization Delegation Represents, if applicable:  
\_\_\_\_\_

Discussion Topic: \_\_\_\_\_

Action/Decision being Requested: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Additional Comments, if applicable: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**If you wish to submit any additional documents to present to Council at the meeting, please include them with your submission.**

If you require assistance completing this form, please contact: [admin@hiltontownship.ca](mailto:admin@hiltontownship.ca)

Note: Pursuant to the Procedural By-Law, delegations may be heard by Council. Matters that, in the opinion of Council, are not within their legislative authority to control, or are repetitive in nature, may be declined. Requests for inclusion must be received in writing, on this form, no later than seven days prior to the scheduled meeting.

**MUNICIPAL FUNDING AGREEMENT  
ON THE CANADA COMMUNITY-BUILDING FUND**

**BETWEEN:**

**THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO**

(referred to herein as “**AMO**”)

**AND:**

**THE TOWNSHIP OF HILTON**

(a municipal corporation pursuant to the *Municipal Act, 2001*, referred to herein as the “**Recipient**”)

**WHEREAS** the Government of Canada, the Government of Ontario, AMO, and the City of Toronto are signatories to the Administrative Agreement on the Canada Community-Building Fund effective April 1, 2024 (the “**Administrative Agreement**”), which governs the transfer and use of the Canada Community-Building Fund (“**CCBF**”) in Ontario;

**AND WHEREAS** AMO is responsible for the administration of CCBF funding made available to all Municipalities in Ontario – except the City of Toronto – under the Administrative Agreement, and will therefore undertake (and require the Recipient to undertake) certain activities as set out in this Agreement;

**AND WHEREAS** the Recipient wishes to enter into this Agreement to access CCBF funding;

**NOW THEREFORE** the Parties agree as follows:

11c)iii)

**Agreement in final form**

Please note that as with previous agreements, the form and content of this Agreement are not subject to negotiation. Any changes - other than the inclusion of signatures - are null and void.

If you have any questions or need clarification, please do not hesitate to reach out to this email address and a member of AMO's CCBF team will get back to you as soon as possible.

Sincerely,

AMO's CCBF Team

[ccbf@amo.on.ca](mailto:ccbf@amo.on.ca)

[www.buildingcommunities.ca](http://www.buildingcommunities.ca)

## 1. DEFINITIONS AND INTERPRETATIONS

1.1 **Definitions.** For the purposes of this Agreement, the following terms shall have the meanings ascribed to them below:

**“Annual Report”** means the duly completed report to be prepared and delivered to AMO as described in Section 6.1.

**“Asset Management”** is a principle/practice that includes planning processes, approaches, plans, or related documents that support an integrated lifecycle approach to the effective stewardship of infrastructure assets to maximize benefits and effectively manage risk.

**“Canada”** means the Government of Canada, as represented by the Minister of Housing, Infrastructure and Communities.

**“Canada Community-Building Fund” or “CCBF”** means the program established under section 161 of the *Keeping Canada’s Economy and Jobs Growing Act*, S.C. 2011, c. 24 as amended by section 233 of the *Economic Action Plan 2013 Act, No. 1*, S.C. 2013, c. 33, as the Gas Tax Fund and renamed the Canada Community-Building Fund in section 199 of *Budget Implementation Act, 2021, No. 1*.

**“Contract”** means an agreement between the Recipient and a Third Party whereby the latter agrees to supply a product or service to an Eligible Project in return for financial consideration.

**“Eligible Expenditure”** means an expenditure described as eligible in Schedule B or deemed eligible by Canada in accordance with Section 4.2.

**“Eligible Investment Category”** means an investment category listed in Schedule A or deemed eligible by Canada in accordance with Section 3.2.

**“Eligible Project”** means a project that fits within an Eligible Investment Category.

**“Event of Default”** has the meaning given to it in Section 13.1 of this Agreement.

**“Funds”** mean the funds made available to the Recipient through the CCBF or any other source of funding as determined by Canada. Funds are made available pursuant to this Agreement and includes any interest earned on the said Funds. Funds transferred to another Municipality in accordance with Section 5.3 of this Agreement are to be treated as Funds by the Municipality to which the Funds are transferred; and Funds transferred to a non-municipal entity in accordance with Section 5.4 of this Agreement shall remain as Funds under this Agreement for all purposes and the Recipient shall continue to be bound by all provisions of this Agreement with respect to such transferred Funds.

**“Housing Needs Assessment”** or **“HNA”** means a report informed by data and research describing the current and future housing needs of a Municipality or community according to guidance provided by Canada.

**“Ineligible Expenditures”** means those expenditures described as ineligible in Schedule C or deemed ineligible by Canada in accordance with Section 4.2.

**“Infrastructure”** means tangible capital assets that are primarily for public use or benefit in Ontario – whether municipal or regional, and whether publicly or privately owned.

**“Lower-Tier Municipality”** means a Municipality that forms part of an Upper-Tier Municipality for municipal purposes, as defined under the *Municipal Act, 2001*, S.O. 2001, c. 25.

**“Municipal Fiscal Year”** means the period beginning January 1st of a year and ending December 31st of the same year.

**“Municipality”** and **“Municipalities”** means every municipality as defined under the *Municipal Act, 2001*, S.O. 2001, c. 25.

**“Non-Municipal Transfer By-law”** means a by-law passed by Council of the Recipient pursuant to Section 5.4 of this Agreement.

**“Parties”** means AMO and the Recipient.

**“Prior Agreement”** means the municipal funding agreement for the transfer of federal gas tax funds entered into by AMO and the Recipient, effective April 2014 and with an expiry date of March 31, 2024.

**“Single-Tier Municipality”** means a Municipality, other than an Upper-Tier Municipality, that does not form part of an Upper-Tier Municipality for municipal purposes, as defined under the *Municipal Act, 2001*, S.O. 2001 c. 25.

**“Third Party”** means any person or legal entity, other than the Parties to this Agreement, who participates in the implementation of an Eligible Project by means of a Contract.

**“Transfer By-law”** means a by-law passed by Council of the Recipient pursuant to Section 5.3 of this Agreement.

**“Unspent Funds”** means the amount reported as unspent by the Recipient as of December 31, 2023 in the Recipient’s 2023 Annual Report (as defined under the Prior Agreement).



**“Upper-Tier Municipality”** means a Municipality of which two or more Lower-Tier Municipalities form part for municipal purposes, as defined under the *Municipal Act, 2001*, S.O. 2001 c. 25.

## 1.2 Interpretations

- a) **“Agreement”** refers to this agreement as a whole, including the cover and execution pages and all of the schedules hereto, and all amendments made hereto in accordance with the provisions hereof.
- b) The words **“herein”**, **“hereof”** and **“hereunder”** and other words of similar import refer to this Agreement as a whole and not any particular schedule, article, section, paragraph or other subdivision of this Agreement.
- c) The term **“including”** or **“includes”** means including or includes (as applicable) without limitation or restriction.
- d) Any reference to a federal or provincial statute is to such statute and to the regulations made pursuant to such statute as such statute and regulations may at any time be amended or modified and in effect and to any statute or regulations that may be passed that have the effect of supplementing or superseding such statute or regulations.

## 2. TERM OF THE AGREEMENT

- 2.1 **Term.** Subject to any extension or termination of this Agreement or the survival of any of the provisions of this Agreement pursuant to the provisions contained herein, this Agreement shall come into effect as of April 1, 2024 up to and including March 31, 2034.
- 2.2 **Review.** This Agreement will be reviewed by AMO by June 30, 2027.
- 2.3 **Amendment.** This Agreement may be amended at any time in writing as agreed to by AMO and the Recipient.
- 2.4 **Notice.** Any of the Parties may terminate this Agreement on two (2) years written notice.
- 2.5 **Prior Agreement.** The Parties agree that the Prior Agreement, including Section 15.5 thereof, is hereby terminated. Notwithstanding the termination of the Prior Agreement, including Section 15.5, the reporting and indemnity obligations of the Recipient thereunder with respect to expended Funds governed by the Prior Agreement as set forth in Sections 5, 7, 10.3, 10.4 and 10.5 of the Prior Agreement shall survive the said termination.

### 3. ELIGIBLE PROJECTS

- 3.1 **Eligible Projects.** Eligible Projects are those that fit within an Eligible Investment Category. Eligible Investment Categories are listed in Schedule A.
- 3.2 **Discretion of Canada.** The eligibility of any investment category not listed in Schedule A is solely at the discretion of Canada.
- 3.3 **Recipient Fully Responsible.** The Recipient is fully responsible for the completion of each Eligible Project in accordance with Schedule A and Schedule B.

### 4. ELIGIBLE EXPENDITURES

- 4.1 **Eligible Expenditures and Ineligible Expenditures.** Eligible Expenditures are described in Schedule B. Ineligible Expenditures are described in Schedule C.
- 4.2 **Discretion of Canada.** The eligibility of any item not listed in Schedule B or Schedule C to this Agreement is solely at the discretion of Canada.
- 4.3 **Reasonable Access.** The Recipient shall allow AMO and Canada reasonable and timely access to all documentation, records and accounts and those of their respective agents or Third Parties related to the receipt, deposit and use of Funds and Unspent Funds, and any interest earned thereon, and all other relevant information and documentation requested by AMO or Canada or their respective designated representatives for the purposes of audit, evaluation, and ensuring compliance with this Agreement.
- 4.4 **Retention of Receipts.** The Recipient will keep proper and accurate accounts and records of all Eligible Projects including invoices and receipts for Eligible Expenditures for at least six (6) years after the completion of the project.
- 4.5 **Contracts.** The Recipient will award and manage all Contracts in accordance with its relevant policies and procedures and, if applicable, in accordance with any domestic or international trade agreements, and all other applicable laws. The Recipient will ensure any of its Contracts for the supply of services or materials to implement its responsibilities under this Agreement will be awarded in a way that is transparent, competitive, consistent with value for money principles and pursuant to its adopted procurement policy.

### 5. FUNDS

- 5.1 **Use of Funds.** The Recipient acknowledges and agrees the Funds are intended for and shall be used only for Eligible Expenditures in respect of Eligible Projects.

- 5.2 **Unspent Funds.** Any Unspent Funds, and any interest earned thereon, will be subject to the terms and conditions of this Agreement, and will no longer be governed by the terms and conditions of the Prior Agreement.
- 5.3 **Transfer of Funds to a Municipality.** Where a Recipient decides to allocate and transfer Funds to another Municipality (the "Transferee Municipality"):
- a) The allocation and transfer shall be authorized by a Transfer By-law. The Transfer By-law shall be passed by the Recipient's council and submitted to AMO as soon thereafter as practicable. The Transfer By-law shall identify the Transferee Municipality and the amount of Funds the Transferee Municipality is to receive for the Municipal Fiscal Year(s) specified in the Transfer By-law.
  - b) The Recipient is still required to submit an Annual Report in accordance with Section 6.1 hereof with respect to the Funds transferred.
  - c) No transfer of Funds pursuant to this Section 5.3 shall be effected unless and until the Transferee Municipality has either (i) entered into an agreement with AMO on substantially the same terms as this Agreement, or (ii) has executed and delivered to AMO a written undertaking to assume all of the Recipient's obligations under this Agreement with respect to the Funds transferred, such as undertaking in a form satisfactory to AMO.
- 5.4 **Transfer of Funds to a Non-Municipal Entity.** Where a Recipient decides to support an Eligible Project undertaken by a non-municipal entity (whether a for profit, non-governmental, or not-for profit organization):
- a) The provision of such support shall be authorized by a Transfer By-law (a "Non-Municipal Transfer By-law"). The Non-Municipal Transfer By-law shall be passed by the Recipient's council and submitted to AMO as soon as practicable thereafter. The Non-Municipal Transfer By-law shall identify the non-municipal entity, and the amount of Funds the non-municipal entity is to receive for that Eligible Project.
  - b) The Recipient shall continue to be bound by all the provisions of this Agreement notwithstanding any such transfer.
  - c) No transfer of Funds pursuant to this Section 5.4 shall be effected unless and until the non-municipal entity receiving the Funds has executed and delivered to AMO a written undertaking to assume all of the Recipient's obligations under this Agreement with respect to the Funds transferred, in a form exclusively satisfactory to AMO.
- 5.5 **Payout of Funds.** Subject to Sections 5.14 and 5.15, AMO will transfer Funds twice yearly, on or before the dates agreed upon by Canada and AMO.

- 5.6 **Deposit of Funds.** The Recipient will deposit the Funds in:
- a) An interest-bearing bank account; or
  - b) An investment permitted under:
    - i. The Recipient's investment policy; and
    - ii. Provincial legislation and regulation.
- 5.7 **Interest Earnings and Investment Gains.** Interest earnings and investment gains will be:
- Proportionately allocated to the CCBF when applicable; and
  - Applied to Eligible Expenditures for Eligible Projects.
- 5.8 **Funds Advanced.** Funds shall be spent (in accordance with Sections 3 and 4) or transferred (in accordance with Sections 5.3 or 5.4) within five (5) years after the end of the year in which Funds were received. Unexpended Funds shall not be retained beyond such five (5) year period without the documented consent of AMO. AMO reserves the right to declare that unexpended Funds after five (5) years become a debt to Canada which the Recipient will reimburse forthwith on demand to AMO for transmission to Canada.
- 5.9 **Expenditure of Funds.** The Recipient shall expend all Funds by December 31, 2038.
- 5.10 **HST.** The use of Funds is based on the net amount of harmonized sales tax to be paid by the Recipient net of any applicable tax rebates.
- 5.11 **Limit on Canada's Financial Commitments.** The Recipient may use Funds to pay up to one hundred percent (100%) of Eligible Expenditures of an Eligible Project.
- 5.12 **Federal Funds.** The Recipient agrees that any Funds received will be treated as "federal funds" for the purpose of other federal infrastructure programs.
- 5.13 **Stacking.** If the Recipient is receiving federal funds under other federal infrastructure programs in respect of an Eligible Project to which the Recipient wishes to apply Funds, the maximum federal contribution limitation set out in any other federal infrastructure program agreement made in respect of that Eligible Project shall continue to apply.
- 5.14 **Withholding Payment.** AMO may, in its exclusive discretion, withhold Funds where the Recipient is in default of compliance with any provisions of this Agreement.
- 5.15 **Insufficient Funds Provided by Canada.** Notwithstanding the provisions of Section 2, if Canada does not provide sufficient funds to continue the Funds for any Municipal

Fiscal Year during which this Agreement is in effect, AMO may immediately terminate this Agreement on written notice to the Recipient.

## 6. REPORTING REQUIREMENTS

- 6.1 **Annual Report.** The Recipient shall submit a report to AMO by April 30<sup>th</sup> each year, or as otherwise notified by AMO. The report shall be submitted in an electronic format deemed acceptable by AMO and shall contain the information described in Schedule D.
- 6.2 **Project List.** The Recipient shall ensure that projects are reported in advance of construction. Information required is as noted in Section 2.3 of Schedule E.

## 7. ASSET MANAGEMENT

- 7.1 **Implementation of Asset Management.** The Recipient will develop and implement an Asset Management plan, culture, and methodology in accordance with legislation and regulation established by the Government of Ontario (e.g., O. Reg. 588/17).
- 7.2 **Asset Data.** The Recipient will continue to improve data describing the condition of, long-term cost of, levels of service provided by, and risks associated with infrastructure assets.

## 8. HOUSING NEEDS ASSESSMENT

- 8.1 **Requirement.** While an HNA is encouraged for all Municipalities, the Recipient must complete a HNA if it had a population of 30,000 or more on the 2021 Census of Canada and is a Single-Tier Municipality or a Lower-Tier Municipality.
- 8.2 **Content of the HNA.** The Recipient will prepare the HNA in accordance with the guidance provided from time to time by Canada.
- 8.3 **Use of HNA.** The Recipient is expected to prioritize projects that support the growth of the housing supply. The HNA is to be used by Municipalities to prioritize, where possible, Infrastructure or capacity building projects that support increased housing supply where it makes sense to do so.
- 8.4 **Publication of the HNA.** The Recipient will publish the HNA on its website.
- 8.5 **HNA reporting requirements.** The Recipient will send to AMO by March 31, 2025, unless otherwise agreed upon:
- a) A copy of any HNA it is required to complete in accordance with Section 8.1; and

- b) The URL to the published HNA on the Recipient's website.

## 9. COMMUNICATIONS REQUIREMENTS

- 9.1 The Recipient will comply with all communication requirements outlined in Schedule E.

## 10. RECORDS AND AUDIT

- 10.1 **Accounting Principles.** All accounting terms not otherwise defined herein have the meanings assigned to them; all calculations will be made and all financial data to be submitted will be prepared in accordance with generally accepted accounting principles ("GAAP") in effect in Ontario. GAAP will include, without limitation, those principles approved or recommended for local governments from time to time by the Public Sector Accounting Board or the Chartered Professional Accountants of Canada or any successor institute, applied on a consistent basis.
- 10.2 **Separate Records.** The Recipient shall maintain separate records and documentation for the Funds and keep all records including invoices, statements, receipts, and vouchers in respect of Funds expended on Eligible Projects in accordance with the Recipient's municipal records retention by-law. Upon reasonable notice by AMO or Canada, the Recipient shall submit all records and documentation relating to the Funds for inspection or audit.
- 10.3 **External Auditor.** AMO or Canada may request, upon written notice to Recipient, an audit of Eligible Project(s) or Annual Report(s). AMO shall retain an external auditor to carry out an audit and ensure that any auditor who conducts an audit pursuant to this Agreement or otherwise, provides a copy of the audit report to the Recipient.

## 11. INSURANCE AND INDEMNITY

- 11.1 **Insurance.** The Recipient shall put in effect and maintain in full force and effect or cause to be put into effect and maintained for the term of this Agreement all the necessary insurance with respect to each Eligible Project, including any Eligible Projects with respect to which the Recipient has transferred Funds pursuant to Section 5 of this Agreement, that would be considered appropriate for a prudent Municipality undertaking similar Eligible Projects, including, where appropriate and without limitation, property, construction, and liability insurance, which insurance coverage shall identify Canada and AMO as additional insureds for the purposes of the Eligible Projects.
- 11.2 **Certificates of Insurance.** Throughout the term of this Agreement, the Recipient shall have a valid certificate of insurance that confirms compliance with the requirements

of Section 11.1. The Recipient shall produce such certificate of insurance on request, including as part of any AMO or Canada audit.

11.3 **AMO Not Liable.** In no event shall Canada or AMO be liable for:

- Any bodily injury, death or property damages to the Recipient, its employees, agents, or consultants or for any claim, demand or action by any Third Party against the Recipient, its employees, agents, or consultants, arising out of or in any way related to this Agreement; or
- Any incidental, indirect, special, or consequential damages, or any loss of use, revenue or profit to the Recipient, its employees, agents, or consultants arising out of any or in any way related to this Agreement.

11.4 **Recipient to Compensate Canada.** The Recipient will ensure that it will not, at any time, hold the Government of Canada, its officers, servants, employees or agents responsible for any claims or losses of any kind that the Recipient, Third Parties or any other person or entity may suffer in relation to any matter related to the Funds or an Eligible Project and that the Recipient will, at all times, compensate Canada, its officers, servants, employees and agents for any claims or losses of any kind that any of them may suffer in relation to any matter related to CCBF funding or an Eligible Project.

11.5 **Recipient to Indemnify AMO.** The Recipient hereby agrees to indemnify and hold harmless AMO, its officers, servants, employees or agents (each of which is called an "Indemnitee"), from and against all claims, losses, damages, liabilities and related expenses including the fees, charges and disbursements of any counsel for any Indemnitee incurred by any Indemnitee or asserted against any Indemnitee by whomsoever brought or prosecuted in any manner based upon, or occasioned by, any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights caused by or arising directly or indirectly from:

- The Funds;
- The Recipient's Eligible Projects, including the design, construction, operation, maintenance, and repair of any part or all of the Eligible Projects;
- The performance of this Agreement or the breach of any term or condition of this Agreement by the Recipient, its officers, servants, employees, and agents, or by a Third Party, its officers, servants, employees, or agents; and
- Any omission or other wilful or negligent act of the Recipient or Third Party and their respective officers, servants, employees, or agents.

## 12. TRANSFER AND OPERATION OF MUNICIPAL INFRASTRUCTURE

- 12.1 **Reinvestment.** The Recipient will invest into Eligible Projects, any revenue that is generated from the sale, lease, encumbrance, or other disposal of an asset resulting from an Eligible Project where such disposal takes place within five (5) years of the date of completion of the Eligible Project.
- 12.2 **Notice.** The Recipient shall notify AMO in writing 120 days in advance and at any time during the five (5) years following the date of completion of an Eligible Project if it is sold, leased, encumbered, or otherwise disposed of.
- 12.3 **Public Use.** The Recipient will ensure that Infrastructure resulting from any Eligible Project that is not sold, leased, encumbered, or otherwise disposed of, remains primarily for public use or benefit.

## 13. DEFAULT AND TERMINATION

- 13.1 **Event of Default.** AMO may declare in writing that an Event of Default has occurred when the Recipient has not complied with any condition, undertaking or term in this Agreement. AMO will not declare in writing that an Event of Default has occurred unless it has first consulted with the Recipient. For the purposes of this Agreement, each of the following events shall constitute an "Event of Default":
- Failure by the Recipient to deliver in a timely manner an Annual Report or respond to questionnaires or reports as required;
  - Delivery of an Annual Report that discloses non-compliance with any condition, undertaking or material term in this Agreement;
  - Failure by the Recipient to co-operate in an external audit undertaken by Canada, AMO or their agents;
  - Delivery of an external audit report that discloses non-compliance with any condition, undertaking or term in this Agreement; and
  - Failure by the Recipient to expend Funds in accordance with the terms of this Agreement, including Section 5.8.
- 13.2 **Waiver.** AMO may withdraw its notice of an Event of Default if the Recipient, within thirty (30) calendar days of receipt of the notice, either corrects the default or demonstrates, to the satisfaction of AMO in its sole discretion that it has taken such steps as are necessary to correct the default.
- 13.3 **Remedies on Default.** If AMO declares that an Event of Default has occurred under Section 13.1, after thirty (30) calendar days from the Recipient's receipt of the notice



of an Event of Default, it may immediately terminate this Agreement or suspend its obligation to pay the Funds. If AMO suspends payment, it may pay suspended Funds if AMO is satisfied that the default has been cured.

- 13.4 **Repayment of Funds.** If AMO declares that an Event of Default has not been cured to its exclusive satisfaction, AMO reserves the right to declare that prior payments of Funds become a debt to Canada which the Recipient will reimburse forthwith on demand to AMO for transmission to Canada.

#### 14. CONFLICT OF INTEREST

- 14.1 **No Conflict of Interest.** The Recipient will ensure that no current member of the AMO Board of Directors and no current or former public servant or office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Canada applies will derive direct benefit from the Funds, the Unspent Funds, and any interest earned thereon, unless the provision of receipt of such benefits is in compliance with such legislation, guidelines, policies or codes.

#### 15. NOTICE

- 15.1 **Notice.** Any notice, information or document provided for under this Agreement will be effectively given if in writing and if delivered by hand, or overnight courier, mailed, postage or other charges prepaid, or sent by email to the addresses in Section 15.3. Any notice that is sent by hand or overnight courier service shall be deemed to have been given when received; any notice mailed shall be deemed to have been received on the eighth (8) calendar day following the day on which it was mailed; any notice sent by email shall be deemed to have been received on the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return email or other written acknowledgment), provided that in the case of a notice sent by email, if it is not given on a business day before 4:30 p.m. Eastern Standard Time, it shall be deemed to have been given at 8:30 a.m. on the next business day for the recipient.
- 15.2 **Representatives.** The individuals identified in Section 15.3 of this Agreement, in the first instance, act as AMO's or the Recipient's, as the case may be, representative for the purpose of implementing this Agreement.
- 15.3 **Addresses for Notice.** Further to Section 15.1 of this Agreement, notice can be given at the following addresses:

- If to AMO:  
  
Executive Director  
Canada Community-Building Fund Agreement  
Association of Municipalities of Ontario  
155 University Avenue, Suite 800  
Toronto, ON M5H 3B7  
  
Telephone: 416-971-9856  
Email: ccbf@amo.on.ca
  
- If to the Recipient:  
  
Treasurer  
The Township of Hilton  
2983 Base Line  
Hilton Beach, ON P0R 1G0

## 16. MISCELLANEOUS

- 16.1 **Counterpart Signature.** This Agreement may be signed (including by electronic signature) and delivered (including by facsimile transmission, by email in PDF or similar format or using an online contracting service designated by AMO) in counterparts, and each signed and delivered counterpart will be deemed an original and both counterparts will together constitute one and the same document.
- 16.2 **Severability.** If for any reason a provision of this Agreement that is not a fundamental term is found to be or becomes invalid or unenforceable, in whole or in part, it will be deemed to be severable and will be deleted from this Agreement, but all the other terms and conditions of this Agreement will continue to be valid and enforceable.
- 16.3 **Waiver.** AMO may waive any right in this Agreement only in writing, and any tolerance or indulgence demonstrated by AMO will not constitute waiver of rights in this Agreement. Unless a waiver is executed in writing, AMO will be entitled to seek any remedy that it may have under this Agreement or under the law.
- 16.4 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in Ontario.
- 16.5 **Survival.** The Recipient agrees that the following sections and provisions of this Agreement shall extend for seven (7) years beyond the expiration or termination of this Agreement: Sections 4, 5.8, 5.9, 6.1, 11.4, 11.5, 12, 13.4 and 16.8.
- 16.6 **AMO, Canada and Recipient Independent.** The Recipient will ensure its actions do not establish or will not be deemed to establish a partnership, joint venture, principal-

agent relationship, or employer-employee relationship in any way or for any purpose whatsoever between Canada and the Recipient, between AMO and the Recipient, between Canada and a Third Party or between AMO and a Third Party.

- 16.7 **No Authority to Represent.** The Recipient will ensure that it does not represent itself, including in any agreement with a Third Party, as a partner, employee, or agent of Canada or AMO.
- 16.8 **Debts Due to AMO.** Any amount owed under this Agreement will constitute a debt due to AMO, which the Recipient will reimburse forthwith, on demand, to AMO.
- 16.9 **Priority.** In the event of a conflict, the part of this Agreement that precedes the signature of the Parties will take precedence over the Schedules.
- 16.10 **Complementarity.** The Recipient is to use the CCBF to complement, without replacing or displacing, other sources of funding for municipal infrastructure.
- 16.11 **Equity.** The Recipient is to consider Gender Based Analysis Plus (“**GBA+**”) lenses when undertaking a project.

## 17. SCHEDULES

17.1 This Agreement, including:

Schedule A	Eligible Investment Categories
Schedule B	Eligible Expenditures
Schedule C	Ineligible Expenditures
Schedule D	The Annual Report
Schedule E	Communications Requirements

constitute the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

**18. SIGNATURES**

**IN WITNESS WHEREOF**, AMO and the Recipient have respectively executed, and delivered this Agreement, effective April 1, 2024.

**THE TOWNSHIP OF HILTON**

By:

\_\_\_\_\_  
Name:

Title:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:

Title:

\_\_\_\_\_  
Date

**THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO**

By:

\_\_\_\_\_  
Name:

Title: Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness:

Title:

\_\_\_\_\_  
Date

## **SCHEDULE A: ELIGIBLE INVESTMENT CATEGORIES**

1. **Broadband connectivity** – investments in the construction, material enhancement, or renewal of infrastructure that provides internet access to residents, businesses, and/or institutions in Canadian communities.
2. **Brownfield redevelopment** – investments in the remediation or decontamination of a brownfield site within municipal boundaries – provided that the site is being redeveloped to construct a public park for municipal use, publicly owned social housing, or infrastructure eligible under another investment category listed in this schedule.
3. **Capacity-building** – investments that strengthen the Recipient's ability to develop long-term planning practices as described in Schedule B, item 2.
4. **Community energy systems** – investments in the construction, material enhancement, or renewal of infrastructure that generates energy or increases energy efficiency.
5. **Cultural infrastructure** – investments in the construction, material enhancement, or renewal of infrastructure that supports the arts, humanities, or heritage.
6. **Drinking water** – investments in the construction, material enhancement, or renewal of infrastructure that supports drinking water conservation, collection, treatment, and distribution systems.
7. **Fire halls** – investments in the construction, material enhancement, or renewal of fire halls and fire station infrastructure.
8. **Local roads and bridges** – investments in the construction, material enhancement, or renewal of roads, bridges, tunnels, highways, and active transportation infrastructure.
9. **Public transit** – investments in the construction, material enhancement, or renewal of infrastructure that supports a shared passenger transport system that is available for public use.
10. **Recreational infrastructure** – investments in the construction, material enhancement, or renewal of recreational facilities or networks.
11. **Regional and local airports** – investments in the construction, material enhancement, or renewal of airport-related infrastructure (excluding infrastructure in the National Airports System).
12. **Resilience** – investments in the construction, material enhancement, or renewal of built and natural infrastructure assets and systems that protect and strengthen the resilience

of communities and withstand and sustain service in the face of climate change, natural disasters, and extreme weather events.

13. **Short-line rail** – investments in the construction, material enhancement, or renewal of railway-related infrastructure for carriage of passengers or freight.
14. **Short-sea shipping** – investments in the construction, material enhancement, or renewal of infrastructure related to the movement of cargo and passengers around the coast and on inland waterways, without directly crossing an ocean.
15. **Solid waste** – investments in the construction, material enhancement, or renewal of infrastructure that supports solid waste management systems (including the collection, diversion, and disposal of recyclables, compostable materials, and garbage).
16. **Sport infrastructure** – investments in the construction, material enhancement, or renewal of amateur sport infrastructure (facilities housing professional or semi-professional sports teams are ineligible).
17. **Tourism infrastructure** – investments in the construction, material enhancement, or renewal of infrastructure that attracts travelers for recreation, leisure, business, or other purposes.
18. **Wastewater** – investments in the construction, material enhancement, or renewal of infrastructure that supports wastewater and storm water collection, treatment, and management systems.

Note: Investments in health infrastructure (e.g., hospitals, long-term care facilities, convalescent centres, and senior centres) are not eligible.

## **SCHEDULE B: ELIGIBLE EXPENDITURES**

Eligible Expenditures will be limited to the following:

1. **Infrastructure investments** – expenditures associated with acquiring, planning, designing, constructing, or renovating a tangible capital asset and any related debt financing charges specifically identified with that asset.
2. **Capacity-building costs** – for projects eligible under the capacity-building category only, expenditures associated with the development and implementation of:
  - Capital investment plans, integrated community sustainability plans, integrated regional plans, housing needs assessments, or asset management plans;
  - Studies, strategies, systems, software, third-party assessments, plans, or training related to asset management;
  - Studies, strategies, systems, or plans related to housing or land use;
  - Studies, strategies, or plans related to the long-term management of infrastructure; and
  - Other initiatives that strengthen the Recipient's ability to improve local and regional planning.
3. **Joint communications and signage costs** – expenditures directly associated with joint federal communication activities and with federal project signage.
4. **Employee costs** – the costs of the Recipient's employees for projects eligible under the capacity-building category only – provided that the costs, on an annual basis, do not exceed the lesser of:
  - 40% of the Recipient's annual allocation (i.e., the amount of CCBF funding made available to the Recipient by AMO under Section 5.5 of this Agreement); or
  - \$80,000.

## **SCHEDULE C: INELIGIBLE EXPENDITURES**

The following are deemed Ineligible Expenditures:

1. **Costs incurred before the Fund was established** – project expenditures incurred before April 1, 2005.
2. **Costs incurred before categories were eligible** – project expenditures incurred:
  - Before April 1, 2014 – under the broadband connectivity, brownfield redevelopment, cultural infrastructure, disaster mitigation (now resilience), recreational infrastructure, regional and local airports, short-line rail, short-sea shipping, sport infrastructure, and tourism infrastructure categories; and.
  - Before April 1, 2021 – under the fire halls category.
3. **Internal costs** – the Recipient's overhead costs (including salaries and other employment benefits), operating or administrative costs (related to planning, engineering, architecture, supervision, management, and other activities normally carried out by the Recipient's staff), and equipment leasing costs – except in accordance with Eligible Expenditures described in Schedule B.
4. **Rebated costs** – taxes for which the Recipient is eligible for a tax rebate and all other costs eligible for rebates.
5. **Land costs** – the purchase of land or any interest therein and related costs.
6. **Legal fees.**
7. **Routine repair or maintenance costs** – costs that do not result in the construction, material enhancement, or renewal of a tangible capital asset.
8. **Investments in health infrastructure** – costs associated with health infrastructure or assets (e.g., hospitals, long-term care facilities, convalescent centres, and senior centres).
9. **Investments in professional or semi-professional sports facilities** – costs associated with facilities used by professional or semi-professional sports teams.



## **SCHEDULE D: ANNUAL REPORT**

The Annual Report may include – but is not necessarily limited to – the following information pertaining to the previous fiscal year:

1. **Financial information** – and particularly:
  - Interest earnings and investment gains – in accordance with Section 5.7;
  - Proceeds from the disposal of assets – in accordance with Section 12.1;
  - Outgoing transfers – in accordance with Sections 5.3 and 5.4;
  - Incoming transfers – in accordance with Section 5.3; and
  - Amounts paid – in aggregate for Eligible Expenditures on each Eligible Project.
2. **Project information** – describing each Eligible Project that started, ended, or was ongoing in the reporting year.
3. **Results** – and particularly:
  - Expected outputs and outcomes for each ongoing Eligible Project;
  - Outputs generated and outcomes achieved for each Eligible Project that ended construction in the reporting year; and
  - Housing outcomes resulting from each Eligible Project that ended construction in the reporting year, and specifically:
    - i. The number of housing units enabled, supported, or preserved; and
    - ii. The number of affordable housing units enabled, supported, or preserved.
4. **Other information** – such as:
  - Progress made in the development and implementation of asset management plans and systems; and
  - The impact of the CCBF on housing pressures tied to infrastructure gaps, the housing supply, and housing affordability.

## **SCHEDULE E: COMMUNICATIONS REQUIREMENTS**

### **1. COMMUNICATIONS ACTIVITIES**

- 1.1 **Scope.** The provisions of this Schedule apply to all communications activities related to any Funds and Eligible Projects.
- 1.2 **Definition.** Communications activities may include (but are not limited to) public or media events, news releases, reports, web articles, blogs, project signs, digital signs, publications, success stories and vignettes, photo compilations, videos, advertising campaigns, awareness campaigns, editorials, award programs, and multi-media products.

### **2. INFORMATION SHARING REQUIREMENTS**

- 2.1 **Notification requirements.** The Recipient must report all active Eligible Projects to AMO in advance of construction each year. Reports must be submitted in an electronic format deemed acceptable by AMO.
- 2.2 **Active Eligible Projects.** Active Eligible Projects are those Eligible Projects that either begin in the current calendar year or are ongoing in the current calendar year.
- 2.3 **Information required.** The report must include, at a minimum, the name, category, description, expected outcomes, anticipated CCBF contribution, anticipated start date, and anticipated end date of each active Eligible Project.

### **3. PROJECT SIGNAGE REQUIREMENTS**

- 3.1 **Installation requirements.** Unless otherwise approved by Canada, the Recipient must install a federal sign to recognize federal funding for each Eligible Project in accordance with design, content, and installation guidelines provided by Canada.
- 3.2 **Permanent signs, plaques, and markers.** Permanent signage, plaques, and markers recognizing municipal or provincial contributions to an Eligible Project must also recognize the federal contribution and must be approved by Canada.
- 3.3 **Responsibilities.** The Recipient is responsible for the production and installation of Eligible Project signage in accordance with Section 3 of this Schedule E, except as otherwise agreed upon.
- 3.4 **Reporting requirements.** The Recipient must inform AMO of signage installations in a manner determined by AMO.

#### 4. DIGITAL COMMUNICATIONS REQUIREMENTS

- 4.1 **Social media.** AMO maintains accounts dedicated to the CCBF on several social media networks. The Recipient must @mention the relevant account when producing content that promotes or communicates progress on one or more Eligible Projects. AMO's CCBF-dedicated social media accounts are identified on [www.buildingcommunities.ca](http://www.buildingcommunities.ca).
- 4.2 **Websites and webpages.** Websites and webpages created to promote or communicate progress on one or more Eligible Projects must recognize federal funding using either:
- a) A digital sign; or
  - b) The Canada wordmark and the following wording (as applicable):
    - i. "This project is funded in part by the Government of Canada"; or
    - ii. "This project is funded by the Government of Canada".

The Canada wordmark or digital sign must link to [www.infrastructure.gc.ca](http://www.infrastructure.gc.ca). Guidelines describing how this recognition is to appear and language requirements are posted at <http://www.infrastructure.gc.ca/pub/signage-panneaux/intro-eng.html>.

#### 5. REQUIREMENTS FOR MEDIA EVENTS AND ANNOUNCEMENTS

- 5.1 **Definitions.** Media events and announcements include, but are not limited to, news conferences, public announcements, and the issuing of news releases to communicate the funding of Eligible Projects or achievement of key milestones (such as groundbreaking ceremonies, grand openings, and completions).
- 5.2 **Authority.** Canada, AMO, or the Recipient may request a media event or announcement.
- 5.3 **Notification requirements.** Media events and announcements must not proceed without the prior knowledge and agreement of AMO, Canada, and the Recipient.
- 5.4 **Notice.** The requester of a media event or announcement must provide at least fifteen (15) business days' notice to other parties of their intention to undertake such an event or announcement. If communications are proposed through a news release with no supporting event, Canada additionally requires five (5) business days with the draft news release to secure approvals and confirm the federal representative's quote.
- 5.5 **Date and location.** Media events and announcements must take place at a date and location that is mutually agreed to by the Recipient, AMO and Canada.

- 5.6 **Representatives.** The Recipient, AMO, and Canada will have the opportunity to participate in media events and announcements through a designated representative. Each Party will choose its own designated representative.
- 5.7 **Responsibilities.** AMO and the Recipient are responsible for coordinating all onsite logistics for media events and announcements unless otherwise agreed on.
- 5.8 **No unreasonable delay.** The Recipient must not unreasonably delay media events and announcements.
- 5.9 **Precedence.** The conduct of all joint media events, announcements, and supporting communications materials (e.g., news releases, media advisories) will follow the Table of Precedence for Canada.
- 5.10 **Federal approval.** All joint communications material related to media events and announcements must be approved by Canada and recognize the funding of all contributors.
- 5.11 **Federal policies.** All joint communications material must reflect Canada's Policy on Official Languages and the Policy on Communications and Federal Identity.
- 5.12 **Equal visibility.** The Recipient, Canada, and AMO will have equal visibility in all communications activities.

## 6. PROGRAM COMMUNICATIONS

- 6.1 **Own communications activities.** The Recipient may include messaging in its own communications products and activities with regards to the use of Funds.
- 6.2 **Funding acknowledgements.** The Recipient must recognize the funding of all contributors when undertaking such activities.

## 7. OPERATIONAL COMMUNICATIONS

- 7.1 **Responsibilities.** The Recipient is solely responsible for operational communications with respect to the Eligible Projects, including but not limited to, calls for tender, construction, and public safety notices. Operational communications as described above are not subject to the federal official languages policy.
- 7.2 **Federal funding acknowledgement.** Operational communications should include, where appropriate, the following statement (as appropriate):
- a) "This project is funded in part by the Government of Canada"; or
  - b) "This project is funded by the Government of Canada".

- 7.3 **Notification requirements.** The Recipient must share information promptly with AMO should significant emerging media or stakeholder issues relating to an Eligible Project arise. AMO will advise the Recipient, when appropriate, about media inquiries received concerning an Eligible Project.

## 8. COMMUNICATING SUCCESS STORIES

- 8.1 **Participation requirements.** The Recipient must work with Canada and AMO when asked to collaborate on communications activities – including, but not limited to, Eligible Project success stories (including positive impacts on housing), Eligible Project vignettes, and Eligible Project start-to-finish features.

## 9. ADVERTISING CAMPAIGNS

- 9.1 **Responsibilities.** The Recipient may, at its own cost, organize an advertising or public information campaign related to the use of the Funds or Eligible Projects, provided that the campaign respects the provisions of this Agreement.
- 9.2 **Notice.** The Recipient must inform Canada and AMO of its intention to organize a campaign no less than twenty-one (21) working days prior to the launch of the campaign.

# THE CORPORATION OF THE TOWNSHIP OF HILTON

## Schedule A to By-law 1172 - 16

### Workplace Anti-violence, Harassment, and Sexual Harassment (Bills 168 and 132) – Ontario

#### POLICY

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##### Intent

Township of Hilton is committed to building and preserving for its employees a safe, productive, and healthy working environment based on mutual respect. In pursuit of this goal, Township of Hilton does not condone and will not tolerate acts of violence, harassment, or bullying against or by any Township of Hilton employee.

Our Workplace Anti-violence, Harassment, and Sexual Harassment Policy is not meant to stop free speech or to interfere with everyday interactions. However, what one person finds inoffensive, others may not. Usually, harassment can be easily distinguished from normal, mutually acceptable socializing. It is important to remember that it is the perception of the receiver that determines whether the potentially offensive message is acceptable or not, be it spoken, gestural, pictorial, or some other form of communication which may be deemed objectionable or unwelcome.

##### Definitions

Workplace violence: workplace violence is the exercise, statement, or behaviour of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker, such as:

- Physical acts (e.g., hitting, shoving, pushing, kicking, sexual assault, throwing an object at a worker, kicking an object the worker is standing on such as a ladder, or trying to run down a worker using a vehicle or equipment such as a forklift);
- Any threat, behaviour, or action which is interpreted to carry the potential to harm or endanger the safety of others, result in an act of aggression, or destroy or damage property; or
- Disruptive behaviour that is not appropriate to the work environment (e.g., yelling or swearing).

Domestic violence: a person who has a personal relationship with a worker—such as a spouse or former spouse, current or former intimate partner or a family member—may physically harm, or attempt or threaten to physically harm, that worker at work. In these situations, domestic violence is considered workplace violence.

Personal harassment: any unsolicited, unwelcome, disrespectful, or offensive behaviour that has an underlying sexual, bigoted, ethnic, or racial connotation and can be typified as:

- Behaviour that is hostile in nature, or intends to degrade an individual based on personal attributes, including age, race, nationality, disability, family status, religion, gender, sexual orientation, gender identity, gender expression, or any other protected ground under human rights legislation.
- Sexual solicitation or advance made by a person in a position to confer, grant, or deny a benefit or advancement to the person, where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome;
- Reprisal or a threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant, or deny a benefit or advancement to the person.
- Unwelcome remarks, jokes, innuendos, propositions, or taunting about a person’s body, attire, sex or sexual orientation, or religion;
- Suggestive or offensive remarks;
- Bragging about sexual prowess;

- Offensive jokes or comments of a sexual nature about an employee;
- Unwelcome language related to gender;
- Displaying of pornographic or sexist pictures or materials;
- Leering (suggestive persistent staring);
- Physical contact such as touching, patting, or pinching, with an underlying sexual connotation;
- Sexual assault:
- For the most part, victims of sexual harassment are female; however, conduct directed by female employees towards males or between persons of the same sex can also be held to constitute sexual harassment;
- Any actions that create a hostile, intimidating, or offensive workplace, which may include physical, verbal, written, graphic, or electronic means; and
- Any threats of physical violence that endanger the health and safety of the employee.

Racial/ethnic harassment: any conduct or comment which causes humiliation to an employee because of their racial or ethnic background, their colour, place of birth, citizenship, or ancestry. Examples of conduct which may be racial or ethnic harassment include:

- Unwelcome remarks, jokes, or innuendos about a person's racial or ethnic origin;
- Colour, place of birth, citizenship, or ancestry;
- Displaying racist or derogatory pictures or other offensive material;
- Insulting gestures or practical jokes based on racial or ethnic grounds which create awkwardness or embarrassment; and
- Refusing to speak to or work with someone or treating someone differently because of their ethnic or racial background.

The following definitions are taken from the Occupational Health and Safety Act:

Workplace Harassment –

*(a) engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome; or*

*(b) workplace sexual harassment.*

Workplace Sexual Harassment –

*(a) engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or*

*(b) making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome.*

### **Guidelines**

Township of Hilton is committed to providing a safe and healthy work environment, free from violence, threats of violence, discrimination, harassment, sexual harassment, intimidation, and any other misconduct. Similarly, weapons are strictly prohibited from the company's premises; violators will be subject to disciplinary action, and the incident will be reported to the police.

It is also a violation of the Workplace Anti-violence, Harassment, and Sexual Harassment Policy of Township of Hilton for anyone to knowingly make a false complaint of violence or harassment or to provide false information about a complaint. Individuals who violate this policy are subject to disciplinary and corrective action, up to and including termination of employment.

This policy prohibits reprisals against individuals acting in good faith who report incidents of workplace violence or act as witnesses. Management will take all reasonable and practical measures to prevent reprisals, threats of reprisal, or further violence. Reprisal is defined as any act of retaliation, either direct or indirect.

Township of Hilton will ensure that all employees are trained and educated on violence and harassment and that they are clear about their roles and responsibilities, as well as this policy, the corresponding program, and all workplace procedures. In addition, a copy of this policy will be made available to all employees.

Township of Hilton will, in consultation with the (Joint Health and Safety Committee OR Health and Safety Representative) develop a written program to implement this policy.

### **Application of this Policy**

This policy applies to all individuals working for the organization, including front-line employees, temporary employees, contract service providers, contractors, all supervisory personnel, managers, officers, and directors and volunteers. The organization will not tolerate violence or harassment, whether engaged in by fellow employees, managers, officers, directors, volunteers or contract service providers of the organization.

Township of Hilton will not tolerate any form of harassment or discrimination against job candidates and employees on any grounds listed in the definitions for violence and harassment, whether during the hiring process or during employment. This commitment applies to such areas as training, performance assessment, promotions, transfers, layoffs, remuneration, and all other employment practices and working conditions.

All Township of Hilton employees are personally accountable and responsible for enforcing this policy and must make every effort to prevent discrimination or harassing behaviour and to intervene immediately if they observe a problem or if a problem is reported to them.

For the purposes of this policy, harassment and bullying can occur:

- At the workplace;
- At employment-related social functions;
- In the course of work assignments outside the workplace;
- During work-related travel;
- Over the telephone, if the conversation is work-related; or
- Elsewhere, if the person is there as a result of work-related responsibilities or a work-related relationship.

### **Violence Risk Assessment**

Township of Hilton will conduct a risk assessment of the work environment to identify any issues related to potential violence that may affect the operation, and will institute measures to control any identified risks to employee safety. This information will be provided to the joint health and safety committee or safety representative.



The risk assessment may include review of records and reports: e.g., security reports, employee incident reports, staff perception surveys, health and safety inspection reports, first aid records, or other related records. Specific areas that may contribute to risk of violence may include, but are not limited to, contact with the public, exchange of money, receiving doors, and working alone or at night. Research may also include a review of similar workplaces with respect to their history of violence.

Township of Hilton will communicate information relating to a person with a history of violence where:

- Workers may reasonably be expected to come into contact with the person in the performance of their job duties; and
- There is a potential risk of workplace violence as a result of interactions with the person with a history of violence.

The company will only disclose personal information that is deemed reasonably necessary to protect the worker from physical harm.

### **Reporting Violence or Bullying**

If you are either directly affected by or witness to any violence in the workplace, it is imperative for the safety of all Township of Hilton employees that the incident be reported without delay. Reporting any violence or potentially violent situations should be done immediately to the Clerk's Office.

### **Investigating Reports of Violence or Bullying**

#### The Municipality shall:

- Investigate all reported acts and incidents of violence, and consult with other parties (e.g., legal counsel, health and safety consultants, JHSCs, employee assistance provider, human rights office, local police services).
- Take all reasonable measures to eliminate or mitigate risks identified by the incident.
- Document the incident, its investigation, and corrective action taken.
- Submit a report of the incident to the Ministry of Labour where an employee incurs a lost time injury as a result of violence in the workplace.
- Review this policy and hazard assessment annually, or as changes to job responsibilities or environments occur, and revise the assessment as needed.
- Review annually, in conjunction with review of the hazard assessment, the effectiveness of actions taken to minimize or eliminate workplace violence and make improvements to procedures, as required.

#### The Clerk will:

- Review the Workplace Violence Hazard Assessment results and provide recommendations to management to reduce or eliminate the risk of violence.
- Review all reports forwarded to the JHSC or safety representative regarding workplace violence and other incident reports as appropriate pertaining to incidents of workplace violence that result in personal injury or threat of personal injury, property damage, or police involvement.
- Participate in the investigation of critical injuries (e.g., incidents that place life in jeopardy or result in substantial blood loss or fracture of leg or arm.)
- Recommend corrective measures for the improvement of the health and safety of workers.
- Respond to employee concerns related to workplace violence and communicate these to management.

In addition, the Clerk may participate in the investigation of reported incidents that result in personal injury or have the potential to result in injury.

**Reporting Discrimination or Harassment**

Informal Procedure

If you believe you have been personally harassed you may:

- Confront the harasser personally or in writing pointing out the unwelcome behaviour and requesting that it stop; or
- Discuss the situation with the harasser’s supervisor, your supervisor or any other supervisor other than your own.

Any employee who feels discriminated against or harassed can and should, in all confidence and without fear of reprisal, personally report the facts directly to your supervisor or manager, or to another member of management if the complaint relates to your supervisor or manager.

Formal Procedure

If you believe you have been personally harassed, you may make a written complaint (form attached). The written complaint must be delivered to the Township of Hilton Office – Clerk Treasurer. Your complaint should include:

- The approximate date and time of each incident you wish to report;
- The name of the person or persons involved in each incident;
- The name of any person or persons who witnessed each incident; and
- A full description of what occurred in each incident.

**Investigating Reports of Discrimination or Harassment**

Once a written complaint has been received, Township of Hilton will complete a thorough investigation. Harassment should not be ignored, as silence can and often is interpreted as acceptance. Employees will not be demoted, dismissed, disciplined, or denied a promotion, advancement, or employment opportunities because they rejected sexual advances or because they lodged a complaint when they honestly believed they were being harassed or discriminated against.

Township of Hilton will ensure that all information obtained during the course of an investigation will not be disclosed, unless the disclosure is necessary for the purposes of investigating or taking corrective action, or is otherwise required by law.

For the purposes of this section the following definitions apply:

**Complainant** – The person who has made a complaint about another individual whom they believe committed an act of violence, discrimination, or harassment against them.

**Respondent** – The person whom another individual has accused of committing an act of violence, discrimination, or harassment.

The investigation will include:

- Informing the respondent of the complaint;

- Interviewing the complainant, any person involved in the incident, and any identified witnesses; and
- Interviewing any other person who may have knowledge of the incidents related to the complaint or any other similar incidents.

A copy of the complaint, detailing the complainant's allegations, is then provided to the respondent.

- The respondent is invited to reply in writing to the complainant's allegations, and the reply will be made known to the complainant before the investigation proceeds further.
- The company will protect from unnecessary disclosure the details of the incident being investigated and the identities of the complainant and the respondent.
- During the investigation, the complainant and the respondent will be interviewed, as will any possible witnesses. Statements from all parties involved will be taken and documented, and a decision will be made.
- If necessary, the company may employ outside assistance or request the use of legal counsel.
- Employees will not be demoted, dismissed, disciplined, or denied a promotion, advancement, or employment opportunities because they rejected sexual advances of another employee or because they lodged a harassment complaint when they honestly believed they were being harassed.
- Upon completion of the investigation, Township of Hilton will inform both the complainant and respondent in writing of the findings of the investigation and any corrective action that has been or will be taken as a result of the investigation.

If the complainant decides not to lay a formal complaint, senior management may decide that a formal complaint is required (based on the investigation of the incident) and will file such documents with the person against whom the complaint is laid (the respondent).

If it is determined that harassment in any form has occurred, appropriate disciplinary measures will be taken as soon as possible.

### **Seeking Immediate Assistance**

Canada's *Criminal Code* addresses violent acts, threats, and behaviours, such as stalking. The police should be contacted immediately when an act of violence has occurred in the workplace or when someone in the workplace is threatened with violence. If an employee feels threatened by a co-worker, volunteer, contractor, student, vendor, visitor, client, or customer, an immediate call to "911" is required.

### **The Right to Refuse Unsafe Work**

- The right to refuse unsafe work is a legal right of every worker provided by the *Occupational Health and Safety Act*. Township of Hilton is committed to ensuring a safe workplace.
- If you wish to pursue this right, please refer to the Work Refusal Policy.

### **Special Circumstances**

Should an employee have a legal court order (e.g., a restraining order, or "no-contact" order) against another individual, the employee is encouraged to notify his or her supervisor, and to supply a copy of that order to the Clerk's Office. This will be required in instances where the employee strongly feels that the aggressor may attempt to contact that employee at Township of Hilton, in direct violation of the court order, so that Township of Hilton may take all reasonable actions to protect the employee. Such information shall be kept confidential and protected in accordance with all applicable legislation.

If any visitor to the Township of Hilton workplace is seen with a weapon (or is known to possess one), or makes a verbal threat or assault against an employee or another individual, employee witnesses are required to

immediately contact the police, emergency response services, their immediate supervisor, and the Clerk's Office.

All records of harassment and subsequent investigations are considered confidential and will not be disclosed to anyone except to the extent required by law.

In cases where criminal proceedings are forthcoming, Township of Hilton will assist police agencies, lawyers, insurance companies, and courts to the fullest extent.

### **Fraudulent or Malicious Complaints**

This Anti-violence, Harassment, and Sexual Harassment Policy must never be used to bring fraudulent or malicious complaints against employees. It is important to realize that unfounded or frivolous allegations of personal harassment may cause both the accused person and the company significant damage. If it is determined by the company that any employee has knowingly made false statements regarding an allegation of personal harassment, immediate disciplinary action will be taken.

### **Disciplinary Measures**

If it is determined by the company that any employee has been involved in a violent behaviour, unacceptable conduct, or harassment of another employee, immediate disciplinary action will be taken. Such disciplinary action may involve counselling, a formal warning, or dismissal.

### **Confidentiality**

Township of Hilton will do everything it can to protect the privacy of the individuals involved and to ensure that complainants and respondents are treated fairly and respectfully. Township of Hilton will protect this privacy so long as doing so remains consistent with the enforcement of this policy and adherence to the law. Neither the name of the person reporting the facts nor the circumstances surrounding them will be disclosed to anyone whatsoever, unless such disclosure is necessary for an investigation or disciplinary action. Any disciplinary action will be determined by the company and will be proportional to the seriousness of the behaviour concerned.

Township of Hilton will also provide appropriate assistance to any employee who is the victim of violence, discrimination, or harassment.

### **Managing and Coaching**

Counselling, performance appraisal, work assignment, and the implementation of disciplinary actions are not forms of harassment, and this policy does not restrict a manager's or supervisor's responsibilities in these areas.

### **Employee Rights**

- a. If the employee is alleging that the employer or the supervisor is the alleged harasser, the employee has a legal right to report the incident to a person other than the employer or the supervisor. Depending on the circumstances of the incident or complaint, a workplace harassment investigation could be carried out by a number of individuals noted in section Workplace Harassment, Ministry of Labour, Revised Sept. 13, 2016, section 3.3):

- Someone in the workplace (such as a manager or a supervisor, or a member of the human resources department);
  - Someone in the organization (such as someone from another company location or from the corporate head office);
  - Someone associated with the workplace or organization (such as someone from another franchise or from a business association); or
  - Someone from outside the workplace or organization (such as a licensed private investigator, a human resource professional, or a lawyer).
- b. The employee may contact this person themselves without having to advise the employer that they are doing so (see Section 5. Notification and Investigation).
- c. In certain circumstances, a Ministry of Labour inspector may order the employer to have an investigation carried out by an "impartial person possessing such knowledge, experience, or qualifications as are specified by the inspector". The inspector decides the criteria for knowledge, experience or qualifications to be set out in the order. The specific criteria would depend on the circumstances of each case, and could include:
- knowledge of the workplace harassment and reprisal provisions under the OHSA, and other applicable laws;
  - Experience in conducting workplace investigations, dealing with confidentiality and privacy in the context of those investigations, preparing comprehensive reports, and dealing with complex and/or sensitive situations.
- d. An "impartial person" would be someone who is unbiased, with no conflict of interest, and in good standing with their professional body (if applicable). While one may expect that an "impartial person" may be someone external to the workplace or organization, in some circumstances it could be someone in the organization.
- e. Where it would be more appropriate for a third party to investigate, the person could be someone who is:
- a business leader in the community or a business association;
  - a certified human resource professional;
  - a lawyer; or
  - a licensed private investigator.

**For further information see Ministry of Labour:**

**<https://www.labour.gov.on.ca/english/hs/pubs/wpvh/harassment.php>**

### **Acknowledgment and Agreement**

I, acknowledge that I have read and understand the Workplace Anti-violence, Harassment, and Sexual Harassment Policy of Township of Hilton. I agree to adhere to this policy and will ensure that employees working under my direction adhere to this policy. I understand that if I violate the rules set forth by this policy, I may face disciplinary action up to and including termination of employment.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Witness: \_\_\_\_\_

11d)ix)

### REPORTING FORM

<b>Part 1 - Employee Information</b> (to be completed by employee)		
Name	Department	
Date and time of incident		
Date and time incident reported		
Incident reported to:		
<b>Location of incident (please circle)</b>		
Inside Hilton Township Building	Outside Hilton Township Building (specify)	On Hilton Township Property (specify)
In Parking lot (specify)	Community location (specify)	Residential (specify)
Work location, if off-site		
Were the emergency response procedures initiated? <span style="float: right;">Yes      No</span>		
<b>Please circle the classification of the incident</b> (please refer to explanation provided)		
<input type="checkbox"/> Type I (Criminal Intent)	Perpetrator has no relationship to the workplace	
<input type="checkbox"/> Type II (Client)	Perpetrator is a ratepayer, visitor or family member of an employee at the workplace who becomes violent toward a worker or another ratepayer	
<input type="checkbox"/> Type III (Worker-to-worker)	Perpetrator is an employee or past employee of the workplace	
<input type="checkbox"/> Type IV (Personal Relationship)	Perpetrator has/had a relationship with an employee (e.g., domestic violence in the workplace)	
Describe the event including persons involved, and what if known precipitated the event:		
Does the person(s) involved have a history of previous incidents that you are aware of? (please circle) Yes      No      Don't know		
<b>Incident Type</b>		
<input type="checkbox"/> Threat	<input type="checkbox"/> Physical assault	<input type="checkbox"/> Verbal abuse
<input type="checkbox"/> Discrimination	<input type="checkbox"/> Robbery, arson, vandalism	<input type="checkbox"/> Carrying a weapon
<input type="checkbox"/> Harassment	<input type="checkbox"/> Sexual Harassment	<input type="checkbox"/> Other
<b>Injury Type</b>		
<input type="checkbox"/> Strain or sprain	<input type="checkbox"/> Cut or laceration	<input type="checkbox"/> Contusion
<input type="checkbox"/> Bitten	<input type="checkbox"/> Pinched	<input type="checkbox"/> Psychological
Other (Specify)		
Was medical attention or first aid required? (Circle)      Yes      No		

11d) x)

If yes, provide details: (add another sheet if necessary)

### Policy Review

As required by the *Occupational Health and Safety Act* Township of Hilton will review this policy annually and will post the policy in a conspicuous place in the workplace.

Reviewed:	Next Review:
October 2013 (effective October 2013)	October 2016
December 2016 (effective December 2016)	December 2017



THE CORPORATION OF THE TOWNSHIP OF HILTON

BY-LAW NO. 757

Being a by-law to prohibit dogs from running at large at public beaches.

WHEREAS the Municipal Act, Section 210 (45), Subsections 8, 8(a) and 13(a) (b) provides that by-laws may be passed to prohibit or regulate the running at large, or leashing, of dogs in the municipality or any defined area thereof;

AND WHEREAS the Council of the Corporation of the Township of Hilton is responsible for providing a safe and clean environment at its public beaches;

AND WHEREAS the Council of the Corporation of the Township of Hilton finds its ability to provide this type of environment jeopardized by the running at large of dogs at these facilities;

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

1. For the purpose of this by-law, areas affected will include Twin Lakes Park and Big Point Centennial Park.
2. No person shall permit a dog owned by him to run at large within the boundaries of the above named areas in the Township of Hilton.
3. In these areas, dogs will only be allowed if restrained by leashes and kept within the prescribed areas.
4. Any person who allows a dog to run at large or swim in the same area as bathers is in violation of this by-law and shall be guilty of an offence and liable to a fine of \$100.00 Such fine shall be paid to the Clerk of the Township of Hilton.
5. By-law No. 669 is hereby rescinded.

Read a first and second time this 9th day of October, 2002.

Read a third and final time and passed this 9th day of October, 2002.

  
 REEVE

  
 CLERK

THE CORPORATION OF THE TOWNSHIP OF HILTON

BY-LAW NO. 1328-22

Being a by-law to control noise within the *Township of Hilton*.

WHEREAS, the *Municipal Act*, 2001, S.O. 2001, C.25, s. 129, as amended, authorizes Municipal Councils to pass by-laws to prohibit and regulate noise;

AND WHEREAS citizens have a right to and should be ensured an environment free from unusual, unnecessary, or excessive sound or vibration which may degrade the quality and tranquility of their life or cause nuisance; and

NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Township of Hilton hereby enacts as follows:

1. DEFINITIONS:

In this By-Law:

“Construction” includes erection, alteration, repair, dismantling, demolition, structural maintenance, painting, moving, land clearing, earth moving, grading, excavation, the laying of pipe and conduit whether above or below ground level, street and highway building, concreting, equipment installation and alteration and the structural installation of construction components and materials in any form or for any purpose, and includes any work in connection therewith;

“Construction Equipment” means any equipment or device designed and intended for use in construction, or material handling, including but not limited to air compressors, pile drivers, pneumatic or hydraulic tools, bulldozers, tractors, excavators, trenchers, cranes, derricks, loaders, scrapers, pavers, generators, off-highway haulers or trucks, ditchers, compactors and rollers, pumps, concrete mixers, graders or other material handling equipment;

“Inhabitants” means one or more persons who reside in the Corporation of the Township of Hilton;

“Motor Vehicle” includes an automobile, motorcycle, and any other vehicle propelled or driven otherwise than by muscular power; but does not include the carts of electric or steam railways, or other motor vehicles running only upon rails, or a motorized snow vehicle, traction engine, farm tractor, self-propelled implement of husbandry or road building machine within the meaning of The Highway Traffic Act;

“Municipality” means the land within the geographical limit of the *Township of Hilton*;

“Nuisance Noise” means any loud, unnecessary or unusual sound or any sounds whatsoever which annoys, disturbs, injures, endangers or distracts from the comfort, repose, health, peace and/or safety of any reasonable person as determined by an officer;

“Officer” means any member of the Ontario Provincial Police force and any other police force, police constable, or By-law Enforcement Officer, designated officer or other person appointed and employed by the Township of Hilton for preservation and maintenance of public peace;

“Owner” includes:

- i. The person who for the time being, manages or receives the rent for the land or premises in connection with which the land is used, whether on the person’s own account or as agent or trustee of any other person, or who would receive the rent if the land and premises were let; and
- ii. A lessee or occupant of the property;

“Person” includes any individual and includes firm, partnership, association, corporation, company or groups of persons;

11/2/11

"Point of Reception" means any point on the premises of a person where noise originating from other than those premises is received;

"Property" means a building or structure or part of a building or structure, the lands appurtenant to the building or structure, all mobile homes, mobile buildings or mobile structures and includes vacant land;

"Residential Area" means any area designated as residential, shoreline residential or limited service residential in the Zoning By-law of the Corporation of the Township of Hilton.

## 2. GENERAL PROHIBITIONS:

No person shall create, or cause to permit the emission of sound resulting from an act listed herein, and which sound is clearly audible at a point of reception:

In any residential area:

- a) racing of any motorized conveyance other than in a racing event regulated by law;
- b) the operation of a motor vehicle or recreation vehicle in such a way that nuisance noise results including:
  - i) the squealing of tires when accelerating or changing direction;
  - ii) a roaring or explosive sound;
  - iii) excessive noise from the engine, exhaust, brakes or tire contact;
- c) the operation of any combustion engine or pneumatic device without an effective exhaust muffling device in good working order and in constant operation;
- d) the operation of a motor vehicle horn or other warning device except where required or authorized by law, or in accordance with good safety practice;
- e) the operation of any item of construction equipment without effective muffling devices in good working order and in constant operation;
- f) the sound or noise from or created by any radio, phonograph, stereo equipment, television set, or any musical or sound-producing instrument of whatsoever kind, when played or operated in such a manner or with such volume as to annoy or disturb the peace, quiet, comfort or repose of any individual in any dwelling house, apartment house, hotel, motel, lodging house or other type of residence between the hours of 11:00 p.m. and 7:00 a.m.;
- g) allowing the persistent barking, calling, whining or other similar persistent noise-making by any domestic pet or other animal kept or used for any purpose other than agriculture;
- h) any loud, abusive, obscene language or singing or shouting likely to disturb any inhabitant;
- i) any unnecessary noise arising between the hour of 11:00 p.m. of any day and 7:00 a.m. of the next following day from any excavation or construction work whatsoever including the erection, demolition, alteration or repair of any building, authorized by the *Township* except in the case of urgent necessity;
- j) noises arising out of any manufacturing industry between the hour of 11:00 p.m. of any day and 7:00 a.m. of the next following day and which has the effect of disturbing the repose of any *Township* inhabitant;
- k) noises created by any vehicle including cement trucks which bear material or by articles or things loaded on any vehicle if such noises are likely to disturb the repose of any *Township* inhabitant between the hours of 11:00 p.m. and 7:00 a.m. of the next following day;
- l) the operation of any tool for domestic purposes other than snow removal which is run by electricity or gasoline, between the hours of 11:00 p.m. on any given day and 7:00 a.m. on the next following day.

3. OWNER/OCCUPIER RESPONSIBILITIES:

The property owner, lessee, occupier or person in control of a premises is responsible for nuisance noise created by invitees, guests or other persons on the premises in the same manner as the person actually creating the nuisance noise unless the property owner, lessee, occupier or person in control of the premises establishes that due diligence has been exercised in a bona fide effort to control and abate such nuisance noise.

4. PERMITTED NOISES:

None of the provisions of this By-law shall apply to:

1. Agricultural farming operation including and/or the use of implements of husbandry in the operation of agricultural endeavours;
2. Sound emanating from any community festival, street festival, block party or wedding reception;
3. Snow clearing, road maintenance and road construction vehicles and equipment operated by the Municipality or its agents and/or contractors;
4. Sound emanating from the clearing of snow from private parking lots and/or driveways;
5. Grass and field of play maintenance vehicles and equipment operated by the Municipality and or its agents and/or contractors;
6. Sound emanating from the Fire Hall alarm, or the sirens of any emergency vehicle while engaged in providing emergency work or responding to an emergency
7. The use of any bell, chime or similar sound for the purpose of calling persons to church and/or similar school services;
8. The use, in reasonable manner, of any apparatus, mechanism or device for the amplification of the human voice or of music on public property in connection with any duly approved public meeting, celebration or other public gathering;
9. Noise or emission of sound emanating from activity conducted by the Municipality, the Province of Ontario, the Government of Canada or any agents authorized thereof, when undertaking measures for the:
  - a) Immediate health, safety or welfare of the inhabitants of the Municipality, or
  - b) Preservation, restoration or demolition of any highway.

5. VEXATIOUS COMPLAINTS:

Where an officer has determined that a complaint has been filed for a malicious or vexatious reason, or as part of an ongoing pattern of harassment, and does not involve a matter of serious health, safety, or breach of the Noise By-law, the office may cease the investigation and close the file with no further action being taken.

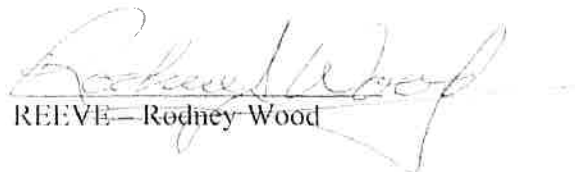
6. PENALTY:

1. Every person who contravenes any of the provisions of this By-Law is guilty of an offence and shall, upon conviction be subject to penalty pursuant to *The Provincial Offences Act, as amended*.
2. Fines pursuant to Item 1 above are recoverable under the Provincial Offences Act, as amended.

3. Should any section, subsection, clause, paragraph or provision of this By-law be declared by a court of competent jurisdiction to be invalid or unenforceable, the same shall not affect the validity of enforceability of any other provision of this by-law or the by-law as a whole.
4. This By-Law shall repeal any existing By-Laws respecting the regulation and prohibition of Noise in the *Township of Hilton*.
5. That this By-law shall take effect on the day of final passing.

Read a first and second time this 6th day of April, 2022.

Read a third and final time and passed this 1st day of June, 2022.

  
REEVE – Rodney Wood

  
CLERK – Valerie Obarymskyj

THE CORPORATION OF THE TOWNSHIP OF HILTON

BY-LAW NO. 727

Being a by-law to restrict the hours for parking or camping on all road allowances within the Corporation of the Township of Hilton.

WHEREAS the Municipal Act R.S.O. 1990, c.M.45, Sections 210(124-131) and 310(b), provides that by-laws may be passed for prohibiting the parking of vehicles on municipally owned property;

AND WHEREAS the Council of the Corporation of the Township of Hilton deems it desirable to restrict the hours for parking on the road allowances within the Township of Hilton;

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

1. Road allowances for the purpose of this by-law shall include all opened and unopened roads within the Township of Hilton.
2. No person shall park any vehicle, travel trailer, motor home, tent trailer, tent or camper of any type on any road allowance owned by the Corporation of the Township of Hilton between the hours of 9:00 p.m. one day and 5:00 a.m. the next day without having received prior permission from the municipality.
3. Any vehicle, travel trailer, motor home, tent trailer, tent or camper of any type found parked on any road allowance between the above noted hours and for which the owner has not received prior permission from the municipality, may be removed by the municipality at the owner's expense with no liability to the Township of Hilton.
4. Any person violating this by-law shall be subject to a penalty ranging from \$250.00 to \$500.00 as per the following: First Offence - \$250.00; Second Offence - \$400.00; Third or More Offences - \$500. These set fines are exclusive of costs, and all such penalties shall be recoverable under the Provincial Offences Act. Offenders have the opportunity to remit the base amount of the fine directly to the Hilton Municipal Office, 2983 Base Line, Hilton Beach, Ontario, if they do not wish to go through the court.
5. This by-law shall come into force and effect upon third and final reading of Council.

Read a first and second time this 4th day of October, 2000.

Read a third and final time and passed this 4th day of October, 2000.

  
REEVE

  
CLERK

**THE CORPORATION OF THE TOWNSHIP OF HILTON****BY-LAW NUMBER #14XX-24****Being a By-law regulating the sale and setting off of fireworks.**

**WHEREAS** Section 11(2) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, permits councils of local municipalities to pass by-laws and make regulations for the health, safety and well-being of persons within the municipality; and

**WHEREAS** subsection 120(1) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended provides that a local municipality may: (a) prohibit and regulate the manufacture of explosives in the municipality; (b) prohibit and regulate the storage of explosives and dangerous substances in the municipality; (c) regulate the keeping and transportation of explosives and dangerous substances in the municipality; and (d) prohibit the manufacture or storage of explosives unless a permit is obtained from the municipality for those activities and may impose conditions for obtaining, continuing to hold and renewing the permit, including requiring the submission of plans; and

**WHEREAS** paragraph (a) of section 121 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, provides that the Town may prohibit and regulate the Sale of Fireworks and the discharging of Fireworks, as defined in this by-law; and

**WHEREAS** Section 436 of the Municipal Act, 2001, S.O. 200, c.25, as amended, states that a municipality has the power to pass by-laws providing that the municipality may enter on land at any reasonable time for the purpose of carrying out an inspection to determine whether or not the following are being complied with a by-law of the municipality passed under this Act, a direction or order of the municipality made under this Act or made under a by-law of the municipality passed under this Act, a condition of a license issued under a by-law of the municipality passed under this Act or an order made under section 431 of this Act; and

**WHEREAS** paragraph 7.1(1)(a) of the Fire Protection and Prevention Act, 1997, S.O. 1997, c. 4, as amended, provides that a council of a municipality may pass by-laws regulating fire prevention, including the prevention of spreading fires;

**NOW THEREFORE** be it resolved that the Council of the Corporation of the Township of Hilton enacts as follows:

**TITLE**

This by-law shall be known and may be cited as the "Fireworks By-law." In the text of the by-law, it is referred to as "this by-law."

**1. DEFINITIONS**

In this by-law:

- 1.1 **'Act'** means the Explosives Act, R.S.C. 1985, c. E-17, as amended, and any regulations enacted thereto, or any act or regulations enacted in substitution thereof;

- 1.2 **'Authorization'** means a permission from the Council of the Township of Hilton granted by resolution or amendment to permit the discharging of fireworks;
- 1.3 **"Council"** means the Council of the Township of Hilton;
- 1.4 **"Explosives Act"** means the Explosives Act, R.S.C. 1985, c. E-17, as amended, and any regulations enacted thereto, or any act or regulations enacted in substitution thereof;
- 1.5 **"Fire Chief"** means the persons appointed by By-law as Fire Chief in the Township of Hilton or his/her designate;
- 1.6 **"Firecracker"** means a pyrotechnic device that explodes when ignited and does not make any subsequent display or visible effect after the explosion, and includes those devices commonly known as Chinese firecrackers;
- 1.7 **"Fire Protection and Prevention Act"** means the Fire Protection and Prevention Act, 1997, S.O. 1997, c. 4, as amended, and any regulations enacted thereto, or any act or regulations enacted in substitution thereof;
- 1.8 **"Fireworks"** shall consist of the following devices:
- a) **"Display Fireworks"** means high hazard fireworks generally used for recreation that are classified under Class 7, Subdivision 2 of Division 2, as described in subsection 14(6) of Regulation C.R.C., c. 599 of the Explosives Act and includes but is not limited to rockets, serpents, shells, bombshells, tourbillions, maroons, large wheels, bouquets, barrages, bombardos, waterfalls, fountains, batteries, illuminations, set pieces and pigeons, but excluding Firecrackers;
  - b) **"Consumer Fireworks"** means consumer fireworks that do not travel more than three (3) meters from the point of ignition are low hazard fireworks generally used for recreation that are classified under Class 7, Subdivision 1 of Division 2, as described in subsection 14(5) of Regulation C.R.C., c. 599 of the Explosives Act, and includes but is not limited to, firework showers, fountains, lawn lights, pinwheels, volcanoes, sparklers and other similar devices, but excluding Christmas crackers and caps for toy guns;
  - c) **"Set Off"** includes firing, igniting, exploding or discharge as it relates to Fireworks or Firecrackers.
  - d) **"Special Effect Pyrotechnic "** means a high hazard firework that is classed as a F.3 Special Effect Pyrotechnics under the Act and that is used to produce a special pyrotechnic effect for indoor or outdoor performances and includes black powder bombs, bullet effect, flash powder, air bursts, smoke compositions, gerbs, lances and wheels;
  - e) **"Prohibited Firework"** includes but is not limited to cigarette loads or pings, exploding matches, sparkling matches, ammunition for miniature tie clip, cufflink or key chain pistols, auto alarms or jokers, cherry bombs, M-80 and silver salutes and flash crackers, throw down torpedoes and crackling balls, exploding golf balls, stink bombs and smoke bombs, tear gas pens and launchers, party peppers and table bombs, table rockets and battle sky rockets, fake firecrackers and other trick devices or practical jokes as included on the most recent list of prohibited fireworks as published from time to time under the Act;
- 1.9 **"Fireworks Supervisor"** means a person who is an approved purchaser of display fireworks and who is qualified under the Act to supervise the discharge of display fireworks;



- 1.10 **“Flying Lantern:** also known as Sky Lantern, Chinese Lantern, Kongming Lantern or Wish Lantern, means a small hot air balloon or similar device made of treated paper or any other material, with an opening at the bottom, which is propelled by an open flame generated by a small candle or fuel cell, allowing the balloon or similar device to rise and float in the air, uncontrollably, while ignited.
- 1.11 **“FPPA”** see the Fire Protection and Prevention Act, 1997, S.O. 1997, c. 4, as amended, and the regulations enacted thereunder as amended from time to time or any act and regulations enacted in substitution therefore;
- 1.12 **“Highway”** means and includes 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;
- 1.13 **“Municipal building”** means any building, or structure to which the Township holds right or ownership to;
- 1.14 **“Municipal property”** means any land and any indoor or outdoor facilities or installations located on this land which is owned, leased or operated by the corporation of the Township of Hilton;
- 1.15 **“Officer”** means a Municipal By-Law Enforcement Officer appointed by the Corporation of the Township of Hilton to enforce municipal by-laws or a Police Officer;
- 1.16 **“Outdoor”** means the whole or part of any outdoor area, and for the greater certainty includes any open space which is outside of a building, structure, including any temporary building, structure or part thereof, whether covered by a roof or not;
- 1.17 **“Park”** means an area of land consisting largely of open space which may include a recreational area, playground, play field or similar use and may also include accessory buildings or structures such as a maintenance building, washroom or canteen. A park shall not include any storm water management facilities or their immediate surroundings;
- 1.18 **“Permit”** means a Permit issued by the Township of Hilton Fire Chief granting permission to discharge or set off Display Fireworks or Special Effect Pyrotechnics pursuant to this By-law.
- 1.19 **“Person”** means an individual, firm, corporation, association, partnership or an individual in his or her capacity, as a trustee, executor, administrator or other legal representative. Where a person is a minor, "Person" includes the parent or guardian of the minor;
- 1.20 **“Special Effect Pyrotechnician”** means high-hazard fireworks designed for professional use, classified as Type F.3 fireworks under the Explosives Act, R.S.C, 1985, c. E-17, and the Regulations enacted thereunder, including articles such as gerbs, mines, comets, and cassettes, as well as special-purpose pyrotechnics made for live stage performances and the film and television industry.
- 1.21 **“Township”** means the Corporation of the Township of Hilton; and
- 1.22 **“Vehicle”** means an automobile, boat, commercial motor vehicle, farm implement, motorcycle, recreational vehicle, snowmobile, trailer, personal mobility device and any vehicle drawn, propelled or driven by any kind of power including muscular power.
- 1.23 **“Temporary Sales Establishment”** means a tent, trailer or other temporary shelter

intended for the use of retail sales.

## **2. INTERPRETATION**

2.1 Where a situation arises, that is not covered by a specific regulation or where two or more regulations are equally applicable, all provisions shall be complied with or, where it is not possible to comply with all the provisions applicable, the most restrictive provisions shall prevail.

## **3. GENERAL**

3.1 No person shall set off fireworks when there is a fire ban in place.

3.2 No person shall discharge firecrackers.

3.3 No person shall set off prohibited fireworks.

3.4 No person shall ignite, release, or set off into the air an ignited Flying Lantern.

## **4. CONSUMER FIREWORKS**

4.1 No person shall discharge Consumer Fireworks except on Victoria Day, Canada Day, New Year's Eve and New Year's Day.

4.2 No person shall discharge Consumer Fireworks except between sunset and 11:00 p.m. on the days designated in this by-law.

4.3 In the event of inclement weather conditions, such as rain or wind velocity is report to be greater than twenty (20) kilometers per hour, on Victoria Day, or Canada Day, that make it impractical to Set Off Fireworks, the next day following Victoria Day or Canada day shall be designated the day.

4.4 No person shall discharge Consumer Fireworks from, onto or over any building or vehicle.

4.5 No person shall Discharge Consumer Fireworks as to endanger, injure, harass, frighten, or constitute a nuisance, to any person, animal or property.

4.6 No person less than eighteen (18) years of age shall discharge Consumer Fireworks except under the direct supervision and control of a person eighteen (18) years of age or older who shall, at all times, remain physically present in the immediate area where the Consumer Fireworks are being discharge.

4.7 No parent or guardian of any person less than eighteen (18) years of age shall allow or permit that an underage person to discharge Consumer Fireworks except under the direct supervision and control of a person eighteen (18) years of age or older who shall, at all times, remain physically present in the immediate area where the Consumer Fireworks are being discharge.

4.8 No person shall discharge Consumer Fireworks on any land that is not owned or legally possessed by him or her, unless written permission for the discharging of Consumer Fireworks has been obtained from the owner or person in charge of the land.

4.9 No person shall discharge Consumer Fireworks in any of the Township owned parks, land, building or in any other public place or storm water management land, without the prior authorization from Municipal Council.

4.10 No person shall discharge Consumer Fireworks from, onto or over any highway, street, lane, boulevard, roundabout private roadway or sidewalk.

4.11 Every person who sets off or is responsible for the discharging of Consumer Fireworks shall provide and maintain fully operational fire extinguishing equipment, including but not limited to portable fire extinguishers or a water supply, ready for immediate use and present at all times and for

at least thirty (30 minutes after the discharging of the Consumer Fireworks has terminated, at the location of the discharging of Consumer Fireworks.

4.12 No person shall permit or cause any debris or matter from Consumer Fireworks to land on any building, fence, hedge, tree, highway or public or private property other than the property where the Consumer Fireworks are being discharge from.

4.13 Every person who sets off Consumer Fireworks shall take all steps reasonably necessary, as would a reasonable and prudent person, to ensure that no harm to persons, animals or damage to property shall result from the discharging of or use of Consumer Fireworks.

## **5. DISPLAY FIREWORKS or SPECIAL EFFECTS PYROTECHNIC**

5.1 No person shall hold a display of or Set Off Display Fireworks or Special Effect Pyrotechnics without first obtaining a Permit to do so, issued by the Chief Fire.

5.2 Only persons who hold a valid Fireworks Operator Certificate issued by Natural Resources Canada are eligible to apply for a Permit to display or Set Off Display Fireworks or Special Effects Pyrotechnic.

5.3 Application for a Permit shall be submitted no less than thirty (30) days prior to the proposed event and shall include the information required by the Natural Resources Canada Display Fireworks Manual.

5.4 The Fire Chief has absolute discretion in granting approval and issuing a permit, except in any buildings within the Township where display or Setting Off of fireworks shall be expressly prohibited, and may solicit additional information from the applicant to complete an accurate assessment of the request.

5.5 Every applicant shall provide a copy of the General Liability insurance policy or a certificate of Insurance issued by the insurer in an amount no less than \$5,000,000.00 against bodily injury and property damage resulting from any one occurrence during the term of the Permit, naming The Township of Hilton as an additional insured and containing a cross-liability clause. Such insurance shall include coverage for displays of fireworks, and shall provide the Township with 30 calendar days prior written notice of cancellation or of material change that would diminish coverage.

5.6 The Fire Chief may impose conditions as they consider necessary to ensure the safety of the public.

## **6. ENTRY AND INSPECTION**

6.1 An Officer may at any time, enter onto land to determine whether this by-law is being complied with.

6.2 Every owner shall permit the Officer to inspect any land for the purposes of determining compliance with this by-law.

6.3 Notwithstanding any provision of this by-law, an Officer shall not enter or remain in any room or place actually being used as a dwelling, unless:

6.3.1 The consent of the occupier is obtained, the occupier first having been informed that the right of entry may be refused and, if refused, may only be made under the authority of a warrant issued under the Provincial Offences Act, R.S.O. 1990, as amended.

## **7. ENFORCEMENT**

7.1 This by-law shall be enforced by the Municipal By-law Enforcement Officer of the Township of Hilton, the Fire Chief or any Police Officer or Ontario Provincial Police Officer having jurisdiction in the Township of Hilton.

## **8. OBSTRUCTION**

8.1 No person shall obstruct, hinder or interfere with an any Officer, exercising a power or performing a duty under this by-law.

8.2 Any person who has been alleged to have contravened any of the provisions of this by-law, shall identify themselves to the Officer upon request, failure to do so shall be deemed to have obstructed or hindered the Officer in the execution of their duties.

## **9. FEES**

9.1 The cost for obtaining a Permit shall be as set out in the Township's Fee Schedule By-law, as amended.

9.2 Upon the fire department attending to extinguish a fire that is a result of the Setting Off of Fireworks not in accordance with any section of this by-law, the owner may be responsible to pay fees as set out in the Township's Fee Schedule By-law, as amended.

## **10. PENALTY**

10.1 Every person who contravenes any of the provisions of this by-law and every Director or Officer of a Corporation, who knowingly concurs in the contravention by the Corporation, is guilty an offence under the provisions of the Municipal Act, 2001, S.O. 2001 c. 25, as amended.

10.2 Every person who contravenes the provisions of this by-law and every Director or Officer of a Corporation, who knowingly concurs in the contraventions by the corporation, is guilty of an offence and liable on conviction to a penalty where the minimum fine shall not be less than \$300 and the maximum shall not exceed \$100,000 exclusive of costs under the provisions of the Municipal Act, 2001, S.O. 2001, c. 25, as amended.

10.3 For the purposes of continuous offences, every person who contravenes any provision of this by-law and every Director or Officer of a Corporation who knowingly concurs in the contravention of a by-law of the Corporation is guilty of an offence and liable on conviction to a penalty not exceeding \$10,000 exclusive of costs under the provisions of the Municipal Act, 2001, S.O. 2001, c. 25, as amended.

10.3.1 Despite section 14.3 and the provisions of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the total of all daily fines for the offence is not limited to \$100,000.

10.4. For the purpose of multiple offences, every person who contravenes any provision of this by-law and every Director or Officer of a Corporation who knowingly concurs in the contravention of a by-law of the Corporation is guilty of an offence and liable on conviction to a penalty not exceeding \$10,000, exclusive of costs under the provisions of the Municipal Act, 2001, S.O. 2001, c. 25, as amended.

10.4.1 Despite section 9.4 and the provisions of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the total of all daily fines for the offence is not limited to \$100,000.

## **11. ADMINISTRATION AND ENFORCEMENT**

11.1 An Officer is hereby vested with the authority of enforcing the provisions of this by-law.

11.2 Any Permit issued under this by-law may be revoked if in the opinion of the Fire Chief, or their designate, or the Municipal Law Enforcement Officer finds the user is in contravention of this by-law.

## **12. VALIDITY AND SERVERABILITY**

12.1 Every provision of this by-law is declared to be severable from the remainder and if any provision of this by-law shall be declared invalid by a court of competent jurisdiction such declaration shall not affect the validity of the remainder.

**13.EFFECTIVE DATE**

13.1 This by-law shall come into full force and take effect on the date of passing.

BY-LAW READ A FIRST AND SECOND TIME THIS XX DAY of XX

READ A THIRD TIME AND FINALLY PASSED THIS XX DAY OF XX

# THE CORPORATION OF THE TOWNSHIP OF HILTON

Schedule "B" to By-Law No. 1418-24

## Grace United Cemetery Schedule of Fees

2876 Hilton Rd.

Hilton Beach, ON

P0R 1G0

Tel: 246-2472

Website: [www.hiltontownship.ca/](http://www.hiltontownship.ca/)

Email: [admin@hiltontownship.ca](mailto:admin@hiltontownship.ca)

Cemetery Operator Licence # CM - 4753486

### Person in Charge of Day-to-Day Operations:

Sara Dinsdale

Acting Clerk/Treasurer

## PRICE LIST

Effective date: July 10, 2024

Unless otherwise specified, prices shown do NOT include applicable HST.

## CEMETERY SERVICES

### Interment Fees (opening and closing of grave)

#### **Cremated Remains Disposition Fees**

Interment of cremated remains ..... \$100.00

#### **Disinterment Fees**

Full-size casket ..... to be arranged by funeral Home per funeral home fees paid directly to contractor

Cremated remains ..... \$350.00

### Administration fees

Transfer of interment rights to another person ..... \$75.00

Duplicate copy certificate of interment rights ..... \$75.00

Additional requests per hour ..... \$40.00

### Monuments and Markers as prescribed under the FBCSA, 2002:

Flat Markers less than 1,116.13 sq cm (173 sq in), flush with ground ..... nil

Flat Markers more than 1,116.13 sq cm (173 sq in), flush with ground ..... \$100

Pillow Marker over 1,116.13 sq cm (173 sq in) on pad above ground, Sloped or flat, including base ..... \$200

Upright Marker up to 1.22 metres in height (4 ft) and 1.22 metres (4 ft) in width, including base ..... \$200

Upright Marker over 1.22 metres in height (4 ft) and 1.22 metres (4 ft) in width, including base ..... \$400

Fee for marking the location where a marker or monument is to be installed by a third party ..... \$50.00

### Care and Maintenance Fund Contribution

*As required under the Funeral, Burial and Cremation Services Act, 2002, the following amounts must be paid to the cemetery operator before a marker is installed. After each marker installation, the amount will be contributed to an irrevocable trust fund known as the Care and Maintenance Fund. Interest from the fund will be used to cover expenses for the care and maintenance of the cemetery.*

Flat Markers less than 1,116.13 sq cm (173 sq in) ..... \$0

Flat Markers more than 1,116.13 sq cm (173 sq in) or larger ..... \$100

Pillow Marker over 1,116.13 sq cm (173 sq in) on pad above ground, Sloped or flat, including base ..... \$200

Upright Marker up to 1.22 metres in height (4 ft) and 1.22 metres (4 ft) in width, including base ..... \$200

Upright Marker over 1.22 metres in height (4 ft) and 1.22 metres (4 ft) in width, including base ..... \$400

## THE CORPORATION OF THE TOWNSHIP OF HILTON

BY-LAW NO. 1418-24

Being a by-law to provide for rules and regulations for the care and control of Grace United Cemetery within the Township of Hilton.

**WHEREAS** the Funeral Burial and Cremation Services Act, 2002, authorizes the owner to establish rules and regulations regarding a municipally owned cemetery;

**AND WHEREAS** the Corporation of the Township of Hilton owns the municipal cemetery known as Grace United Cemetery, located at 2876 Hilton Road within the Township of Hilton;

**AND WHEREAS** the Council for the Corporation of the Township of Hilton deems it desirable to enact a by-law to regulate the operation, care and control of Grace United Cemetery and any other cemetery subsequently owned and operated by the Corporation of the Township of Hilton;

**NOW THEREFORE be it resolved** that the Council of the Corporation of the Township of Hilton hereby enacts as follows:

1. That the Corporation of the Township of Hilton hereby approves the Rules and Regulations attached hereto as Schedules A, B, C, D and forming part of this By-law;
2. That this By-law shall come into force and effect after receiving approval of the Registrar, Funeral Burial and Cremation Services Act, 2022, Bereavement Authority of Ontario.
3. This By-law rescinds By-law #1366-23

Read a first, second and third and final time and passed this    day of    , 2024.

\_\_\_\_\_  
ACTING REEVE – Mike Garside

\_\_\_\_\_  
ACTING CLERK – Sara Dinsdale



THE CORPORATION OF THE TOWNSHIP OF HILTON

Schedule 'A' to By-law No. 1418-24

A By-law for the care, maintenance, management and operation of Grace United Cemetery located in the Township of Hilton.

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Section A: DEFINITIONS

Section B: GENERAL INFORMATION

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Section D: BURIAL OF CREMATED REMAINS

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Section F: CARE AND PLANTING

Section G: OUTLINING ITEMS THAT ARE PROHIBITED AND  
PERMITTED

Section H: CONTRACTOR/MONUMENT DEALER BY-LAWS

These by-laws are the rules and regulations that govern The Township of Hilton's Grace United Cemetery and have been approved by the Registrar, *Funeral, Burial and Cremation Services Act, 2002* (FBCSA), Bereavement Authority of Ontario (BAO).

#### **A. DEFINITIONS**

**Burial/Interment:** The opening of a lot and then the placing of dead human remains or cremated human remains in that lot, followed by closing the lot. The lot may be a grave in the ground.

**By-laws:** The rules and regulations under which the Cemetery and/or Crematorium operates.

**Care and Maintenance Fund:** It is a requirement under the FBCSA and O. Reg. 30/11 and 184/12 that a prescribed amount or a percentage of the purchase price (excluding tax) of all interment rights sold, transferred, assigned or permitted; and prescribed amounts for monuments and markers, is contributed into the care and maintenance fund. Interest earned from this fund is used to provide care and maintenance of lots, plots, markers and monuments at the cemetery.

**Caretaker:** means the contractor hired by the Board to maintain the cemetery.

**Contract:** For purposes of these by-laws, all purchasers of interment, or other cemetery supplies and services must receive a copy of the contract they and the cemetery operator have signed detailing the obligations of both parties, and acknowledging receipt and acceptance of the cemetery by-laws, a copy of the Consumer Information Guide and the Price List.

**Corner Posts:** Shall mean any stone or other land markers set flush with the surface of the ground and used to indicate the location of a lot or plot.

**Council:** Shall mean the Council of the Township of Hilton.

**Grave:** (Also known as a Lot) means any inground burial space intended for the interment of a child, adult or cremated human remains.

**Interment Right:** The right to require or direct the interment of human remains or cremated human remains in a grave, or lot and to authorize the installation of a monument or marker.

**Interment Rights Certificate:** The document issued by the cemetery operator to the purchaser once the interment rights to a specific lot have been paid in full, identifying ownership and authority over those specific interment rights.

**Interment Rights Holder:** The person who holds the interment rights with respect to a lot whether the person be the purchaser of the rights, the person named in the certificate of interment or such other person to whom the interment rights have been assigned or inherited to.

**Lot:** For the purpose of this By-Law a lot is a single grave space.

**Marker:** Shall mean any permanent memorial structure – monument, plaque, headstone, cornerstone or other structure or ornament affixed or intended to be affixed to a burial lot, mausoleum crypt, columbarium niche or other structure or place intended for the deposit of human remains and may be used to indicate the location of a burial.

**Plot:** For the purposes of these by-laws, a plot means two or more lots in respect of which the rights to inter have been sold as a unit.

**Non Resident:** means a person who does not own property within The Township of Hilton.

**Resident:** means a person who owns property, or the spouse of a person who owns property, or an individual who has maintained permanent residency in The Township of Hilton for a minimum of one year prior to the date of application for a burial lot.

**Township:** means The Corporation of The Township of Hilton.

**B. GENERAL INFORMATION**

**General Conduct:**

The cemetery reserves full control over the cemetery operations and management of land within the cemetery grounds.

No person may damage, destroy, remove or deface any property within the Cemetery.

All visitors should conduct themselves in a quiet manner that shall not disturb any service being held.

**By Law Amendments:**

The cemetery shall be governed by these by-laws, and all procedures will comply with the FBCSA and O.Reg. 30/11 and 184/12, which may be amended periodically.

**All by-law amendments must be:**

- A. Published once in a newspaper with general circulation in the locality in which the cemetery is located;
- B. Conspicuously posted on a sign at the entrance of the cemetery; and
- C. Delivered to each supplier of markers who has delivered a marker to the cemetery during the previous year, if the by-law or by-law amendment pertains to markers or their installation.

All by-laws and by-law amendments are subject to the approval of the Registrar, FBCSA, BAO.

**Hours:**

For lot purchase or cemetery information the Township of Hilton Office (2983 Base Line, Hilton Beach, Ontario P0R 1G0) is open Monday/Wednesday/Friday from 9:00 am to 4:30 pm and closed on holidays. Interments may take place during the weekdays and must be arranged through the office of the Township of Hilton. Weekend burials are to be arranged by a Funeral Home per Funeral Home fees and paid directly to the Contractor.

**Liability:**

The cemetery operator will not be held liable for any loss or damage, without limitation (including damage by the elements, Acts of God, or vandals) to, any lot, plot, monument, marker, or other article that has been placed in relation to an interment, save and except for direct loss or damage caused by gross negligence of the cemetery.

**Lot Pricing:**

Not Applicable. No new lots are available for sale.

**Public Register:**

Provincial legislation – Section 110 of O. Reg. 30/11 requires all cemeteries and crematoriums to maintain a public register that is available to the public during regular office hours.

**Pets or Other Animals:**

Pets or other lower animals, including cremated animal remains, are not allowed to be buried on cemetery grounds.

**Right to Re-Survey:**

The Cemetery has the right at any time to re-survey, enlarge, diminish, re-plot, change or remove plantings, grade, close pathways or roads, alter in shape or size, or otherwise change all or any part of the cemetery, subject to approval of the appropriate authorities.

**Notice of Resale and Transfer of Interment Rights:**

The cemetery operator prohibits the resale of interment rights to a third party and will repurchase these rights from the interment rights holder or such other person to whom the interment rights have been assigned, at the price listed on the current price list less any care and maintenance contribution amount previously made. Transfers of interment rights cannot be prohibited so long as the purchaser meets the qualifications and requirements as outlined in the cemetery operator's by-laws.

The cemetery operator prohibits the resale of interment rights to a third party and is not required to repurchase unused interment rights in a plot (more than one lot) if one of the interment rights in the plot has been exercised.

**C. BY-LAWS FOR THE CANCELLATION OR RESALE OF INTERMENT RIGHTS**

Purchasers of interment rights acquire only the right to direct the burial of human remains, and the installation of monuments, markers and inscriptions, subject to the conditions set out in the cemetery by-laws. In accordance with cemetery by-laws, no burial, or installation of any monument, marker, inscription, or memorialization is permitted until the interment rights have been paid in full. An interment rights certificate will be issued to the Interment Rights Holder(s) when payment has been made in full. The purchase of interment rights is not a purchase of real estate or real property.

**Cancellation of Interment Rights within 30 Day Cooling-Off Period:**

- A purchaser has the right to cancel an interment contract within thirty (30) days of signing the interment rights contract, by providing written notice of the cancellation to the cemetery operator. The cemetery operator will refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation.

**Cancellation of Interment Rights after the 30-Day Cooling-Off Period:**

- Upon receiving written notice from the purchaser of the interment rights, the cemetery operator will cancel the contract and issue a refund to the purchaser for the amount paid for the interment less the appropriate amount that is required to be deposited into the Care and Maintenance Fund. This refund will be made within thirty (30) days of receiving said notice. If the interment rights certificate has been issued to the interment rights holder(s), the certificate must be returned to the cemetery operator along with the written notice of cancellation.

If any portion of the interment or scattering rights has been exercised, the purchaser, or the interment rights holder(s) are not entitled to cancel the contract or re-sell the interment

**Resale of Interment Rights after 30 Day Cooling-Off Period:**

- The cemetery operator prohibits the resale of interment rights to a third party and will repurchase these rights from the interment rights holder or such other person to whom the interment rights have been assigned, at the price listed on the current price list less any care and maintenance contribution amount previously made. Transfers of interment rights cannot be prohibited so long as the purchaser meets the qualifications and requirements as outlined in the cemetery operator's by-laws.
- The cemetery operator prohibits the resale of interment rights to a third party and is not required to repurchase unused interment rights in a plot (more than one lot) if one of the interment rights in the plot has been exercised.
- If any portion of the interment rights has been exercised, the purchaser, or the interment rights holder(s) are not entitled to sell back the interment rights.

NOTE: ALL REALES OF INTERMENT RIGHTS MUST BE CARRIED OUT THROUGH THE CEMETERY OPERATOR.

**Requirements where resale is prohibited within cemetery by-laws:**

- If an interment rights holder wishes to re-sell the interment rights and the cemetery operator's by-laws prohibit the third-party resale of interment rights, the rights holder must make the request to the cemetery operator in writing. The cemetery operator will repurchase the interment right at the price listed on the cemetery operator's current price list less the Care and Maintenance Fund contribution made at the time of purchase. The re-purchase and payment to the rights holder requesting the sale must be completed within 30 days of the request.
- The interment rights holder requesting the resale of the rights must return the interment rights certificate to the cemetery operator and the rights holder(s) must endorse the interment rights certificate, transferring all rights, title and interest back to the cemetery operator. The appropriate paperwork must be completed before the cemetery operator reimburses the rights holder(s).

**Care and Maintenance Fund Contributions:**

- It is a requirement under the FBCSA and O. Reg. 30/11 and 184/12 that a prescribed amount or a percentage of the purchase price (excluding tax) of all interment rights sold; and prescribed amounts for monuments and markers is contributed into the care and maintenance fund. Interest earned from this fund is used to provide care and maintenance of lots, plots, markers and monuments at the cemetery. Contributions to

the care and maintenance fund are not refundable except when interment rights are cancelled within the 30-day cooling off period.

**D. BY-LAWS PERTAINING TO BURIAL OF REMAINS**

- All Interments must be organized with the cemetery operator. Interments done without proper consent and organization is an offence according to the Funeral, Burial and Cremations Services Act, 2002, S.O. 2002, c.33 and can be liable to fines and/or imprisonment.
- No new sales or casket interments are permitted. Only interments of cremated remains will be permitted/honoured.
- Interment rights holder(s) must provide proper documentation to support their rights as Interment Rights Holder (s). Without proper documentation, your claim as interment rights holder will not be honoured.
- Interment rights holder (s) must provide written authorization prior to a burial taking place. Should the interment rights holder be deceased, authorization must be provided in writing by the person authorized to act on behalf of the interment rights holder in keeping with the *Succession Law Reform Act* i.e. Personal Representative, Estate Trustee, Executor or next of kin.
- A burial permit issued by the Registrar General or equivalent document showing that the death has been registered with the province must be provided to the cemetery office prior to a burial taking place. A Certificate of Cremation must be submitted to the cemetery office prior to the burial of cremated remains taking place.
- In accordance with the FBCSA and O. Reg 30/11 and 184/12 the purchaser of interment rights must enter into a cemetery contract, providing such information as may be required by the cemetery operator for the completion of the contract and the public register prior to each burial or entombment of human remains, or cremated human remains.
- Payment must be made to the cemetery operator before a burial can place.
- The cemetery operator shall be given 72 business hours of notice for each burial of human remains.
- The opening and closing of graves may only be conducted by cemetery staff or those designated to do work on behalf of the cemetery.
- Cremated remains may not be scattered within the cemetery.
- Cremated remains are not permitted to be scattered on a grave containing human remains in keeping with these by-laws.
- Human remains may be disinterred from a lot provided that the written consent (authorization) of the interment rights holder has been received by the cemetery operator and the prior notification of the medical officer of health. A certificate from the local medical officer of health must be received at the cemetery office before the removal of casketed human remains from the cemetery may take place. A certificate from the local medical officer of health is not required for the disinterment of cremated remains from a lot or the removal of cremated remains from the cemetery.

- In special circumstances the removal of human remains may also be ordered by certain public officials without the consent of the interment rights holder and/or next of kin(s).
- Each lot may contain up to one full casket burial and up to six cremated remains.

#### **E. BY-LAWS PERTAINING TO MEMORIALIZATION**

- No memorial or other structure shall be erected or permitted on a lot until all charges have been paid in full and/or a permit is obtained from the cemetery operator.
- No monument, footstone, marker or memorial of any description shall be placed, moved, altered, or removed without permission from the cemetery operator.
- Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered normal wear and tear.
- The cemetery operator will take reasonable precautions to protect the property of interment rights holders, but it assumes no liability for the loss of, or damage to, any monument, marker, or other structure, or part thereof.
- Memorials – monuments, markers, plaques etc. are owned by the interment rights holder and the cemetery operator is not responsible for their loss or deterioration. These memorials should be protected by the interment rights holder's own insurance coverage.
- The cemetery operator reserves the right to determine the maximum size of monuments, their number and their location on each lot or plot. They must not be of a size that would interfere with any future interments. For a multi-burial in one plot, raised monuments beside the main plot monument are not permitted, flat stones only. Raised monuments must be a minimum of 5" wide at its narrowest point and shall not exceed 44" in height.
- All foundations for monuments and markers shall be built by, or contracted to be built for, the cemetery operator at the expense of the interment rights holder.
- Should any monument or marker present a risk to public safety because it has become unstable, the cemetery operator shall do whatever it deems necessary by way of repairing, resetting, or laying down the monument or marker or any other remedy to remove the risk.
- The cemetery operator reserves the right to remove at its sole discretion any marker, monument, or inscription which is not in keeping with the dignity and decorum of the cemetery as determined by the trustees.
- A monument, or other structure shall be erected only after the specific design plans have been approved by the cemetery operator including: dimensions, material of structure, construction details, and proposed location.
- In keeping with the cemetery by-laws only one monument shall be erected within the designated space on any lot.

- The minimum thickness for flat markers including footstones is 4 inches or 10 cm.
- All monuments and markers shall be constructed of bronze or natural stone (i.e. granite).
- Markers made of wood are permitted for temporary use (up to 2 years) until a permanent marker is placed.
- No monument shall be delivered to the cemetery for installation until the monument foundation has been completed, and the interment rights holder(s) and/or marker retailer have been notified by the cemetery operator.
- Markers and footstones of bronze or granite are permitted with size and quantity restrictions according to cemetery by-laws and the placement of such memorials shall not interfere with future interments.
- Single lot maximum: Raised monuments must be a minimum of 5" wide at its narrowest point and shall not exceed 44" in height.

#### **F. BY-LAWS PERTAINING TO CARE AND PLANTING**

A portion of the price of interment rights is trusted into the Care and Maintenance Fund. The income generated from this fund is used to maintain, secure and preserve the cemetery grounds and markers. Services that can be provided through this fund include:

- Re-levelling and sodding or seeding of Lots
- Maintenance of cemetery roads, sewers and water systems
- Maintenance of perimeter walls and fences
- Maintenance of cemetery landscaping
- Repairs and general upkeep of cemetery maintenance buildings and equipment
- No person other than cemetery staff shall remove any sod or in any other way change the surface of the burial lot in the cemetery.
- No person shall plant trees, flower beds or shrubs in the cemetery except with the approval of the cemetery.
- Flowers placed on a grave for a funeral shall be removed by the cemetery staff after a reasonable time to protect the sod and maintain the tidy appearance of the cemetery.

#### **G. BY-LAWS OUTLINING ITEMS THAT ARE PROHIBITED AND PERMITTED**

- The cemetery reserves the right to regulate the articles placed on lots or plots that pose a threat to the safety of all interment rights holders, visitors to the cemetery and cemetery employees, prevents the cemetery from performing general cemetery operations, or are not in keeping with the respect and dignity of the cemetery.
- Prohibited articles will be removed and disposed of without notification. Prohibited articles include: articles made of hazardous materials, glass, bottles, ceramics, cans, corrosive metals, loose stones, sharp objects; trellises or arches; chairs or benches.
- Approved artificial decorations are permitted only if securely placed on headstones with fasteners. Decorations are not permitted to be placed on the ground.



- Approved artificial decorations are permitted between May 1 and October 31.
- The cemetery reserves the right to disallow or remove quantities of memorial wreaths or flowers considered to be excessive and that diminishes the otherwise tidy appearance of the cemetery.
- Deteriorated wreaths may be removed and disposed of by the Cemetery without notification. Items removed will be held in storage for a maximum of 6 months for pickup by owner, if not claimed within 6 months of removal they will be disposed of without notification.

#### **H. CONTRACTOR/MONUMENT DEALER BY-LAWS**

Any contract work to be performed within the cemetery requires the written pre-approval of the interment rights holder and the cemetery operator before the work may begin. Pre-approval includes but is not limited to: landscaping, delivery of monuments and markers, inscriptions, designs, drawings, plans and detailed specifications relating to the work, proof of all applicable government approvals and permits, the location of the work to be performed. It is the responsibility of all contractors to report to the cemetery office and provide the necessary approvals before commencing work at any location on the cemetery property.

Prior to the start of any said work, contractors must provide proof of:

WSIB coverage

Occupational Health and Safety Compliance

WHMIS

Evidence of liability insurance of not less than \$2 million

- All cemetery by-laws apply to all contractors and all work carried out by contractors within the cemetery grounds.
- Contractors, monument dealers and suppliers shall not enter the cemetery in the evening, weekends or statutory holidays, unless approval has been granted by the cemetery operator.
- No work will be performed at the cemetery except during the regular business hours of the cemetery.
- Contractors shall temporarily cease all operations if they are working within 100 meters of a funeral until the conclusion of the service. The cemetery operator reserves the right to temporarily cease contractor operations at their sole discretion if the noise of the work being performed by the contractor is deemed to be a disturbance to any funeral or public gathering within the cemetery.
- Contractors, monument dealers and suppliers shall lay wooden planks on the burial lots and paths over which heavy materials are to be moved to protect the surface from damage.

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Clerks Report: 2024-07-10/03

Meeting Date: July 10, 2024

Subject: **Request to Restore Cemetery Sign**

Regular Meeting

Prepared by: Sara Dinsdale

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Mr. Forbes has requested permission to donate his time and material to restoring the Grace United Cemetery Sign.

I am requesting that Council consider this request.

## Hilton Township Administration

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**From:** Robert Hope <sedanbridgebob@gmail.com>  
**Sent:** June 13, 2024 8:38 PM  
**To:** Hilton Township Administration  
**Cc:** Clerk Beach  
**Subject:** Address to Reeve and council

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Hello Sara.

As you may be already aware, the Village and the Lion's club together are working on a fundraiser/ dance at the Community hall scheduled for August 17. We would like the Township to be a part of this event as we are raising money to up-grade/ renovate the kitchen as it is currently in need of work.

We(Lion's Club and Village) in partnership for this event are reaching out to the Township (with absolutely "no strings attached" )to include you in the promotion and advertising for this. We wish to include the Township crest/ Coat of Arms along with the Village logo and Lion's Club crest on our promotional posters and advertising indicating cooperation, unity and partnership in the localized area community hall, and would like your council's permission to do so. Once again, please note that there are no strings attached to this request, we are just wanting to show the public that working together for the common good makes us a better community. If you could advise your council of this request and get back to myself as well Mike Trainor, I/we would be very appreciative.

Best regards,

Mayor Robert Hope

Incorporated Village of Hilton Beach

Sent from my iPad

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# HILTON BEACH COMMUNITY HALL Kitchen Renovation Fundraiser

*Let's Get Cookin'!*



# *Dance!*

to the music of *The* **RETROFIT** Band

Saturday August 17th 6:30pm-12am \$25  
*\*cash bar and food available\**

**TICKETS SALE Sunday June 23rd 10 am-1pm at  
SJI Lions Club Pancake Breakfast**

