

THE CORPORATION OF THE TOWNSHIP OF HILTON

A G E N D A

Regular Meeting of Council

January 8, 2025 – 7:00 pm

Council Chamber - Hilton Township Municipal Building

[Click This Link to Join through Microsoft Teams](#)

Meeting ID: 280 237 977 487

Passcode: FmpPs6

1. Call to Order.
2. Declarations of Pecuniary Interest
3. Motion to Accept Agenda as presented
4. Delegations: none
5. Approval of Minutes:
 - a) Regular meeting of December 4, 2024
 - b) Closed meeting of December 4, 2024
 - c) Special meeting of December 5, 2024
 - d) Closed meeting of December 5, 2024
6. Roads:
 - a) Road Superintendent updates
 - b) Request to enroll into Trapping Course for Mangers
 - c) Plow Blades
7. Fire/Emergency Management:
 - a) Revised OPP Municipal Policing 2025 Annual Billing Statement package for review
 - b) Primary Public Safety Answering Point (P-PSAP) service agreement renewal
 - c) Memo from Deputy Minister and Commissioner of Emergency Management re Proposed Amendments to Modernize the Emergency Management and Civil Protection Act
 - d) Clerk Report re Food Preparation during an Emergency-Clerk Report Done-Print
 - e) Hilton Union Fire Board regular meeting minutes of September 9, 2024, for review
 - f) Resolution from Village of Hilton re financial assistance for Fire Chief to acquire DZ license
8. Building/By-Law Enforcement
 - a) Tulloch Invoices costs vs fees for 2024
 - b) Discussion of Building Permits Fees and Charges
9. Planning:
 - a) Final Draft-By-Law to Regulate and Govern Short-Term Rentals
 - b) Final Draft-By-Law to Provide for the Licensing of Short-Term Rental Accommodations
10. Cemetery:
11. Administration:
 - a) 2025 Appointment By-Law-By-Law 1442-25 Print
 - b) Clerk Report re Wage Scale, Vacation Policy, Overtime Policy
 - c) 2025 Remuneration By-Law
 - d) By-law for Tax Ratios 2025
 - e) By-Law for Interim Taxes 2025
 - f) Ironside Consulting Services Fee Schedule for 2025
12. Correspondence:
 - a) Rogers Communication Inc. Proposed Wireless Communication Site Review and Approve
 - b) Letter Received from the Village of Hilton re Community Hall Kitchen Committee
 - c) Letter from Ministry of Municipal Affairs and Housing re introduction of the proposed Municipal Accountability Act, 2024
13. Expenditures
 - a) December 2024 Payment Voucher
14. Move to closed meeting

Council will enter into closed session in accordance with the provisions of the *Municipal Act, Section 239(2) (c) Acquisition or disposition of land* and *(d) labour relation or employee negotiation*

- a) to discuss negotiations regarding land swap proposal
- b) to review and discuss employment contract of Deputy Treasurer
- c) to review and discuss Performance Evaluation of Road Superintendent/Public Works Foreman

15. Return to open meeting

16. Direction to Clerk

17. Confirmatory By-law

18. Adjourn

THE CORPORATION OF THE TOWNSHIP OF HILTON

MINUTES
Regular Meeting
December 4, 2024
7:00 p.m.

Present:
Reeve: Rodney Wood

Councillors: Janet Gordanier
Mike Garside (arrived at 7:10 pm)
Dave Leask

Acting Clerk Treasurer: Sara Dinsdale
Road Superintendent: Lyndon Garside
Road Superintendent/Public Works Foreman: Leonard Bringleson

Absent: Mike Trainor

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

There were no declarations of pecuniary interest.

There were no delegations.

Resolution 2024 - 277
Moved: Janet Gordanier
Seconded: Dave Leask

BE IT RESOLVED THAT THE COUNCIL OF THE TOWNSHIP OF HILTON does accept the agenda for December 4, 2024, as presented. *CARRIED*

Resolution 2024-278
Moved: Dave Leask
Seconded: Janet Gordanier

BE IT RESOLVED THAT THE COUNCIL OF THE TOWNSHIP OF HILTON does approve the minutes of the Special Council Meeting of October 28, 2024. *CARRIED*

Resolution 2024-279
Moved: Janet Gordanier
Seconded: Dave Leask

BE IT RESOLVED THAT THE COUNCIL OF THE TOWNSHIP OF HILTON does approve the minutes of the Closed Council Meeting of October 28, 2024. *CARRIED*

Resolution 2024-280
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 November 6, 2024. *CARRIED*

Resolution 2024-281
Moved: Dave Leask
Seconded: Janet Gordanier

BE IT RESOLVED THAT THE COUNCIL OF THE TOWNSHIP OF HILTON does approve the minutes of the Closed Council Meeting of November 6, 2024. *CARRIED*

Road Superintendent Lyn Garside mentioned that when he first started his employment with the Township, that he had to sign an affidavit with the Village of Hilton regarding access to the landfill as he is required to have a key. Mr. Garside expressed that in order for him to pass this key on to his replacement after retirement, Mr. Bringleston should sign something similar. Acting Clerk Treasurer Sara Dinsdale explained that she has already sent this request to the Village of Hilton and is currently awaiting the documentation to arrive for signature.

Road Superintendents Lyn Garside and Leonard Bringleston gave their roads update regarding a recent purchase of salt and sand. Stobie's was able to deliver 13 tons of salt, purchased from Compass Minerals and Gilbertson Enterprise delivered 320 tons of sand to the Township's Municipal grounds. The purchase price is approximately the same as the price provided by Ledcor, where the township usually purchases sand and salt from. Due to Ledcor's recent change in their contract regarding how the township can access sand when needed, the option of having it delivered to the Municipal office grounds will be the better option as this provides access when needed with no restrictions. It was discussed that during the recent weather event, the long wait times to get sand at Ledcor caused conflict. Mr. Garside and Mr. Bringleston provided an update on the progress of plans for the township to build its own sand dome in the near future. Pricing is still being investigated and the possibility of building a dome similar to another township's sand dome is under discussion. A more accurate report will be presented to Council in the near future in hopes to start building soon. Mr. Garside and Mr. Bringleston explained that their research on the project thus far may save the Township approximately \$10,000.00 per year.

Road Superintendent Lyn Garside mentioned that this is his last council meeting as the Township's Road Superintendent before retirement and that his replacement, Leonard Bringleston, is doing great during his training months. Mr. Garside said that he is confident that he will be leaving the township in good hands.

Acting Clerk Treasurer Sara Dinsdale presented a report regarding an application submitted for the Community Emergency Preparedness Grant. This grant would assist the township to be prepared and able to respond to an emergency by purchasing emergency food kits that are good for 25 years, folding cots, blankets, generators 4-way radios and a chainsaw. The grant would also provide first aid training.

Council reviewed a letter sent by Mayor Robert Hope of the Village of Hilton, that was received and presented to Council earlier in 2024. The letter stated that the Village of Hilton would like to offer the Township of Hilton the use of the Community Hall as an emergency warming shelter. The village also invites the Township of Hilton's ratepayers, council, and staff to use the hall for gatherings, social functions, and events. This letter was discussed as a reminder and an introduction to an email request made by Councillor Mike Trainor. The email that was reviewed by council was regarding the Hilton Beach Community Hall being used as the township warming center and stated, "Can you please add to next month's agenda, with point being to discuss a letter being put together to the Village asking what the township can do maybe financially?" Council suggested that the Township could offer to assist with the generator maintenance costs. It was also mentioned that Council recently discussed financial assistance toward the Community Centre and contributing to the Village's capital costs is not an option, however the possibility of assisting in meeting fundraising goals could be an option. Council suggested that this discussion be revisited upon retrieving more information from the Village of Hilton regarding their fundraising goals to upgrade their kitchen.

Resolution 2024 - 282
Moved: Janet Gordanier
Seconded: Dave Leask

BE IT RESOLVED THAT THE COUNCIL OF THE TOWNSHIP OF HILTON does agree that a letter be composed and sent to the Village of Hilton regarding financial assistance toward the Hilton Beach Community Hall, regarding sharing the costs of the generator maintenance. *CARRIED*

Council reviewed a letter sent from the Solicitor General regarding the collective agreement that was reached between the province and the Ontario Provincial Police Association regarding billing changes.

Council reviewed the 2024 Building Permit fees collected vs costs incurred to date summary.

Council reviewed a notice of application for consent to sever and noted that the key map that was provided in the application does not show the portion being severed and that there may be an error noted in the frontage amount. It stated that the parcel to be retained has a frontage of 1,150 metres (350 feet) when it should say 350 metres (1150 feet)

Council reviewed the latest recommendations from Mr. Jagger at Island Resources regarding the by-law to regulate and govern short-term rental draft and the by-law to provide licensing of short-term rental draft. Council agreed to Mr. Jagger's recommendations.

Council moved into a discussion regarding the Grace United Cemetery. Acting Clerk Treasurer Sara Dinsdale mentioned that the cemetery received two very generous donations that will be deposited into the Care and Maintenance fund for future use in the cemetery. Road Superintendent Lyn Garside gave an update regarding the gates that were ordered to be installed at the cemetery to prevent unauthorized vehicular traffic. Mr. Garside said the gates have arrived and will be welded onto the posts that are already there.

Resolution 2024 - 283
Moved: Mike Garside
Seconded: Dave Leask

BE IT RESOLVED THAT THE COUNCIL OF THE TOWNSHIP OF HILTON does agree to the suggested amendments to section 4.1 and 4.2 of the Procedural by-law #1421-24 to reflect the new regular council meeting schedule. *CARRIED*

Resolution 2024 - 284
Moved: Janet Gordanier
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. 1438-24 being 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. *CARRIED*

Council reviewed a request from a board member of the Kensington Conservancy to include their flyers in the township's tax bills.

Resolution 2024 - 285
Moved: Mike Garside
Seconded: Janet Gordanier

BE IT RESOLVED THAT THE COUNCIL OF THE TOWNSHIP OF HILTON does agree to include flyers submitted by the Kensington Conservancy board in the Interim tax bills in 2025. *DEFEATED*

Resolution 2024 - 286
Moved: Mike Garside
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 October 2024 in the amount of \$99,807.53 and the month of November 2024 in the amount of \$53,532.68 as per the attached vouchers. *CARRIED*

Resolution 2024 - 287
Moved: Mike Garside
Seconded: Janet Gordanier

BE IT RESOLVED THAT This Council move into closed session at 8:04 p.m. in accordance with

Municipal Act section 239 (2)(d) labour relations or employee negotiations to discuss a retirement gift for the Road Superintendent. *CARRIED*

Resolution 2024 - 288
Moved: Dave Leask
Seconded: Janet Gordanier

BE IT RESOLVED THAT THE COUNCIL OF THE TOWNSHIP OF HILTON returns to open session at 8:23 p.m. *CARRIED*

Resolution 2024 - 289
Moved: Dave Leask
Seconded: Mike Garside

BE IT RESOLVED THAT THE COUNCIL OF THE TOWNSHIP OF HILTON does direct the Acting Clerk to proceed with the retirement gift for the township's Road Superintendent as discussed in closed session. *CARRIED*

Resolution 2024 - 290
Moved: Janet Gordanier
Seconded: Dave Leask

BE IT RESOLVED THAT THE COUNCIL OF THE TOWNSHIP OF HILTON does pass By-Law #1439-24 being a by-law to confirm the proceedings of this meeting. *CARRIED*

Resolution 2024 - 291
Moved: Janet Gordanier
Seconded: Mike Garside

BE IT RESOLVED THAT THE COUNCIL OF THE TOWNSHIP OF HILTON does adjourn at 8:25 p.m. Council to meet again at the Hilton Township Municipal office on December 5, 2024, at 5:30 pm or at the call of the Reeve. *CARRIED*

Reeve Rodney Wood

Acting Clerk Sara Dinsdale

THE CORPORATION OF THE TOWNSHIP OF HILTON

MINUTES
Special Meeting
December 5, 2024
5:30 p.m.

Present:

Reeve: Rodney Wood
Councillors: Mike Garside
Janet Gordanier
Mike Trainor
Mike Trainor

Acting Clerk-Treasurer: Sara Dinsdale

The meeting was called to order at 5:29 pm

There were no declarations of pecuniary interest.

Resolution 2024 - 292

Moved: Mike Garside

Seconded: Dave Leask

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

Resolution 2024 - 293

Moved: Janet Gordanier

Seconded: Mike Garside

Resolved that this Council moves into closed session at 5:32 p.m. to consider items concerning personal matters about an identifiable individual, including education and employment history to conduct interviews for the Deputy Treasurer position.

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) labour relations of employee negotiations*) *CARRIED*

Resolution 2024-294

Moved: Mike Trainor

Seconded: Dave Leask

BE IT RESOLVED THAT THE COUNCIL OF THE TOWNSHIP OF HILTON returns to open session at 7:13 pm. *CARRIED*

Resolution 2024-295

Moved: Janet Gordanier

Seconded: Dave Leask

BE IT RESOLVED THAT THE COUNCIL OF THE TOWNSHIP OF HILTON does direct the Acting Clerk to extend an offer of employment for the Deputy Treasurer position to the individual identified in the closed session, upon successful results of reference checks and criminal record check. *CARRIED*

Resolution 2024-296

Moved: Mike Garside

Seconded: Mike Trainor

BE IT RESOLVED THAT THE COUNCIL OF THE TOWNSHIP OF HILTON does pass By-law No. 1440-24 being a by-law to confirm the proceedings of this meeting. *CARRIED*

THE CORPORATION OF THE TOWNSHIP OF HILTON
Minutes- Special Meeting December 5, 2024

Resolution 2024-297
Moved: Mike Garside
Seconded: Janet Gordanier

BE IT RESOLVED THAT THE COUNCIL OF THE TOWNSHIP OF HILTON does adjourn at 5:57 p.m.
Council to meet again at the Hilton Township Municipal office on January 8, 2024, at 7:00 pm or at the call of the
Reeve. *CARRIED*

Reeve Rodney Wood

Acting Clerk Sara Dinsdale



6b)

Clerk Report: 2025-01-08-01

Meeting Date: January 8, 2025

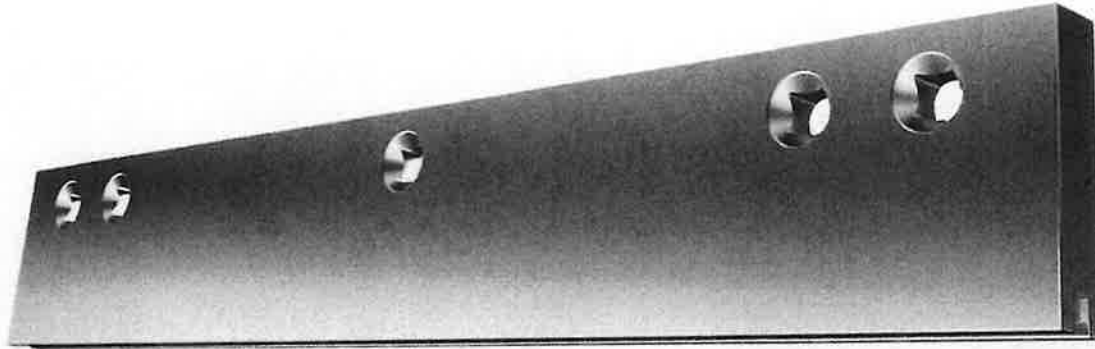
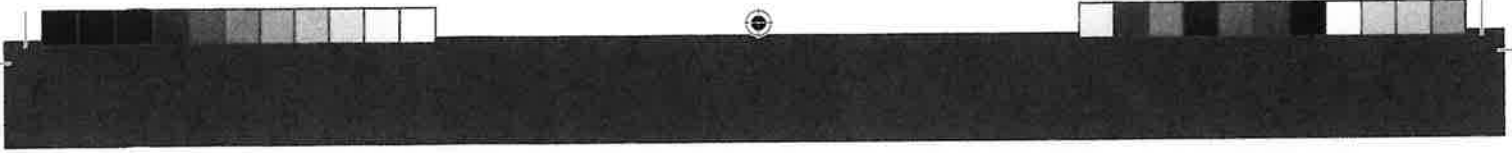
Subject: **Trapping Course Request**

Regular Council Meeting

Prepared by: Sara Dinsdale

Road Superintendent/Public Works Foreman Leonard Bringleon has requested that Council consider allowing enrollment into the Trapping Course for Managers commencing in the spring of 2025. The course takes place on weekends and the cost is approximately \$275.00. This will allow for Mr. Bringleon to enhance his abilities to perform some of the duties regarding nuisance beaver described in his job description.

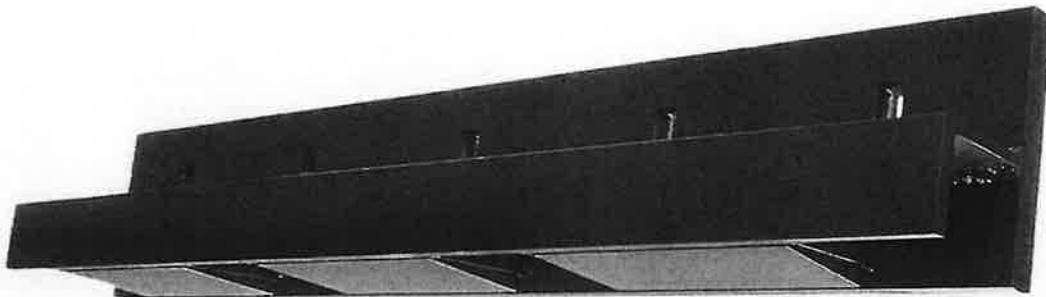
Currently on the Plow



CARBIDE PLOW BLADES

The secret is in the carbide and the machining. When you use top quality virgin carbide you improve the blade's life. These carbide blades are up to six times more durable than steel blades, so stop wasting your time on replacing blades. The 1020 steel with 3/4" or 7/8" thickness is machined by a high precision CNC machine and welded by induction with a top quality brazing alloy. The blades are then cooled in a controlled environment.

Currently on the wing



BLOCK / WING BLADES

When the time comes to do a rough and tough job, you can count on solid and durable products. If blade wear become an issue, you should consider using one way or wing block blades. Their heavy duty conception allows them to last longer than standard blades.

These blades are made of cast blocks welded on a 3/4" thickness 1020 steel. Each blade is machined with a high precision CNC machine. You simply chose between one way (55 degrees) or wing blade (70 degrees), then select the appropriate length.

Switching to:



NORDIK
MOVE LT™



BASE TRIM NORDIK MOVE

The Nordik MOVE LT™ is an accessible entry level moving blade system, consider it the base trim of our Nordik MOVE™ cutting edge. These blades are made with regular 1026 steel, but the heart of the cutting edge remains the same, virgin premium grade carbide inserts.

BUDGET FRIENDLY

CONTOURING

1' REPLACEMENT

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Teeth, Cutting Edges, Auger & Snowplow Components

Quote

Q000005724

Date January 2, 2025

Customer TOH2

Bill To: TOWNSHIP OF HILTON
P.O. BOX 205
HILTON BEACH ON P0R 1G0

Ship To: TOWNSHIP OF HILTON
2983 BASE LINE
HILTON BEACH ON

Ph. (705) 246-2472

PO Number	F.O.B.	Salesperson	Order Date	Order Number		
NORDIK MOVE SYSTEMS	Peterborough	ROBBIE CREWS	January 2,2025	Q000005724		
Ship Via		Payment Terms	Reference			
BEST WAY						
Ordered by LEONARD BRINGLESON			(+17) 059-8929 Ext 83			
Part Number	Description	Ordered	Shipped	B/O	Unit Price	Extended Price
11FT VIKING ONE WAY						
WN-1100	11' NORDIK BLADES COMPLETE W/ HOLDER PLATE	1	0		3,475.75	3,475.75
WN-1100-BOOSTER	11' NORDIK MOVE BOOSTER BLADES COMPLETE W/ HOLDER PLATE	1	0		3,725.00	3,725.00
11FT VIKING WING (CAN USE NORDIK MOVE AS WELL)						
WN-1100-WINGMAN	(N-NORDIK WINGM 1100) 11FT NORDIK MOVE WINGMAN BLADE KIT	1	0		3,885.50	3,885.50
REPLACEABLE SECTIONS						
WN-12	7/8X6X12 NORDIK RUBBER BLADE SECTION	1	0		219.36	219.36
WN-12B	12" NORDIK MOVE BOOSTER REPLACEMENT SECTION	1	0		242.25	242.25
WN-12-WINGMAN	(N-NORDIK WING) NORDIK MOVE WINGMAN BLADE SECTION	1	0		258.75	258.75
STANDARD FRONT PLOW & WING CARBIDED STEEL						
5/8X8X132FSE	17 HOLE WING VK10019/X340887	1	0		290.00	290.00
78644CGBN	7/8X6X44 LARGE BULLNOSE CARBIDE	3	0		330.00	990.00
W8-600-55	G5058 NI HARD PLOW SHOE	5	0		57.95	289.75
5/8X3	BOLT 4F3658	34	0		2.866	97.44
5/8LN	LOCK NUT GR8 SN10510/2H3789	34	0		0.98	33.32
34644HWB	3/4X6X44" NI HARD BLOCK WING BLADE 500BN SHOE	3	0		265.15	795.45
					Net Amount	14,302.57
13806 8689					H.S.T.	1,859.33
					Total Due	16,161.90



SNOW PLOW WEAR PARTS



WHITE'S
WEARPARTS LTD.

ABOUT

3X SAVE SYSTEM

At Nordik Blades® we've been working on a comprehensive portfolio of contouring cutting edges, over the years we've designed and developed several different models, but they all offer a very important thing in common:

SAVINGS on SALT, TRUCK AND PLOW MAINTENANCE, and BLADE REPLACEMENT.

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For more info visit:
www.nordikblades.com

SAVE 25% ON SALT

Our blades will help you to save up to 25% of salt, simply because they clean much better than regular blades. The more you clean in the front of the truck (and we guarantee you will clean a lot more); the less you burn in the back.

SAVE ON MAINTENANCE

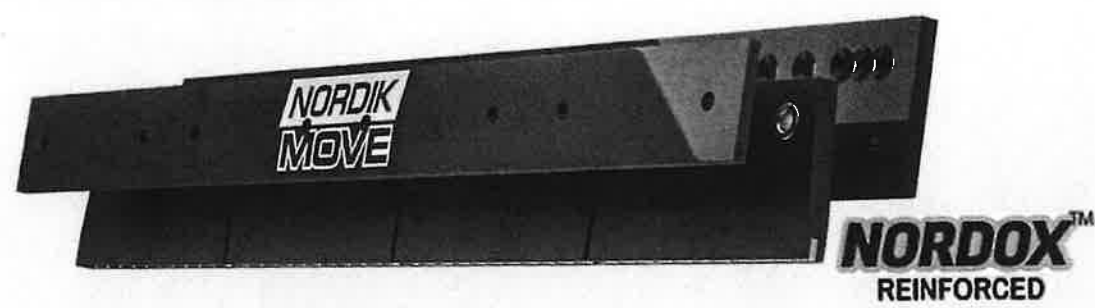
Due to the rubber components, our blades not only contour the road, but also absorb the chatter and impact. A quiet blade means no vibration, no vibration means less material and driver fatigue. Less fatigue means preserved quality and safety.

SAVE ON REPLACEMENT

Our moving blades will contour the road surface, thus helping to distribute the weight of the plow across you blade system. This will lead to more even wear, which extends the wear life or your cutting edges. Our blades outlast regular carbide blades 3 to 1.



NORDIK
MOVE™



PERFECT ALLROUNDER

The Nordik MOVE™ is the sharpest moving blade on the market with the thinnest footprint and great contouring! The more you clean in the front, the less you burn in the back of your truck!

NORDOX™ This blade has been made with our special 400 grade abrasion resistant NORDOX™ steel

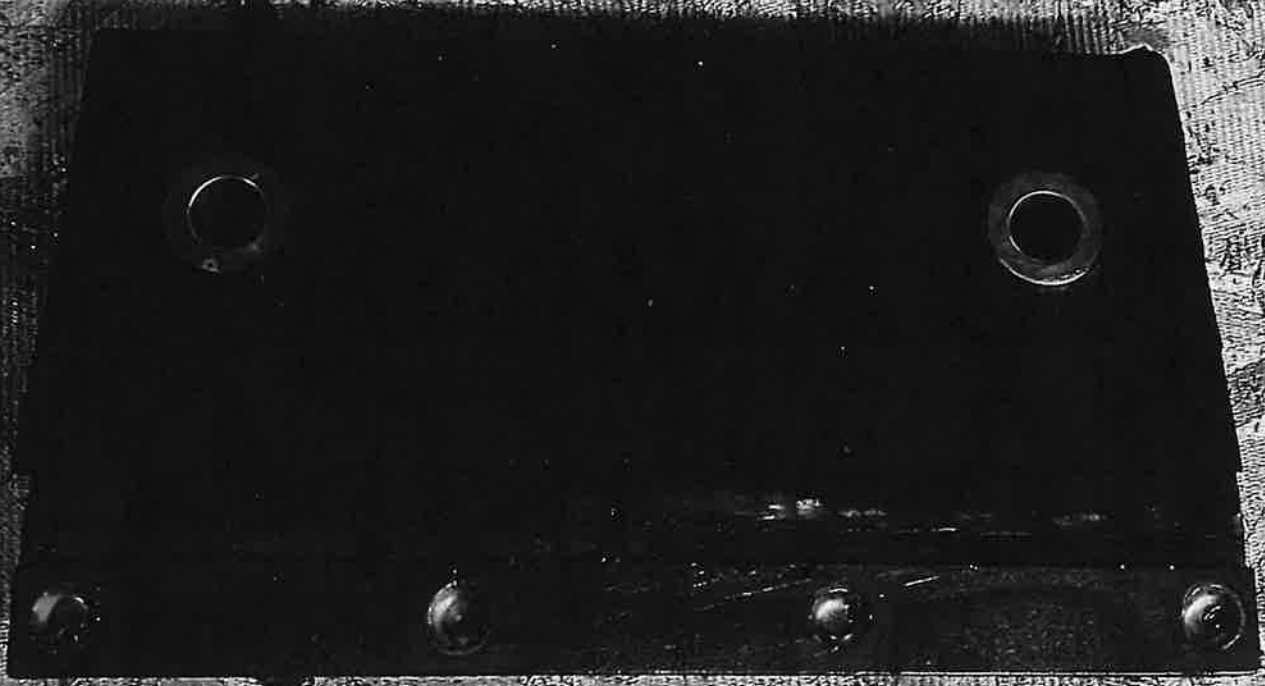
MAX CLEANING

CONTOURING

1' REPLACEMENT

NORDIK
• BLADES •
N-NORDIK MOVE WINGM1200-F

60ix



(6C) x

NORDIK
• BLADES •

N-NORDIK MOVE WINGM.

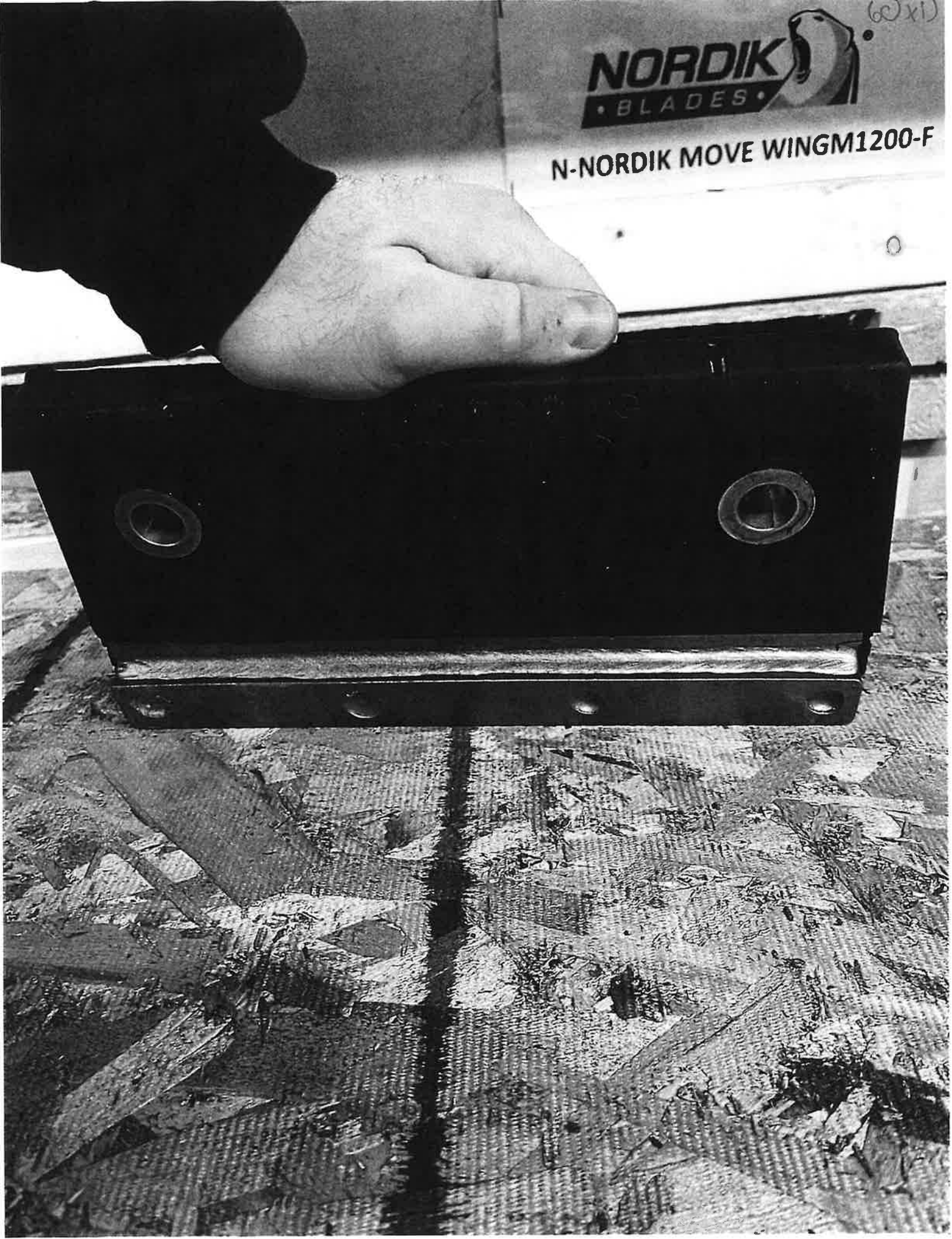


NORDIK
• BLADES •



(2) xi)

N-NORDIK MOVE WINGM1200-F



NORDIK
• BLADES •



(xii)

N-NORDIK MOVE WINGM1200-F



NO
• **BL**

N-NORDIK

Ontario Police
Provincial provinciale
Police de l'Ontario

Municipal Policing Bureau
Bureau des services policiers des municipalités

777 Memorial Ave.
Orillia ON L3V 7V3

777, avenue Memorial
Orillia ON L3V 7V3

Tel: 705 329-6140
Fax: 705 330-4191

Tél. : 705 329-6140
Télééc.: 705 330-4191

File Reference:

612-20

December 19, 2024

Dear Mayor/Reeve/CAO/Treasurer,

Further to the letter sent to you by the Solicitor General on November 29, 2024, please find attached your revised OPP municipal policing 2025 Annual Billing Statement package.

As per the amended Ontario Regulation 413/23, a discount has been applied to the 2023 year-end reconciliation statement that includes both a 44 per cent discount on reconciled overtime costs as well as a 3.75 per cent discount on total 2023 reconciled costs (after the discount on overtime is applied). Additionally, a 10 per cent discount has been applied to the total 2025 estimated costs.

The Municipal Policing Bureau will be hosting rescheduled webinar information sessions on Wednesday, January 15, 2025 at 2:00 p.m. and on Friday, January 17, 2025 at 9:00 a.m. E-mail invitations will be forwarded to your municipality. The webinar content will be the same on both dates, please accept the invitation for the date that works best for your schedule.

If you have questions about the Annual Billing Statement, please e-mail OPP.MPB.Financial.Services.Unit@OPP.ca.

Yours truly,



S.B. (Steve) Ridout
Superintendent
Commander - Municipal Policing Bureau

OPP 2025 Annual Billing Statement - Revised**Hilton Tp**

Estimated costs for the period January 1 to December 31, 2025

Please refer to www.opp.ca for 2025 Municipal Policing Billing General Information summary for further details.

			<u>Cost per Property \$</u>	<u>Total Cost \$</u>
Base Service	Property Counts			
	Household	387		
	Commercial and Industrial	12		
	Total Properties	<u>399</u>	189.44	75,585
Calls for Service	(see summaries)			
	Total all municipalities	209,489,870		
	Municipal portion	0.0062%	32.47	12,955
Overtime	(see notes)		8.88	3,541
Prisoner Transportation	(per property cost)		1.67	666
Accommodation/Cleaning Services	(per property cost)		5.70	2,274
Total 2025 Estimated Cost			<u>238.15</u>	<u>95,022</u>
10% Discount on 2025 Estimated Costs			(23.81)	(9,502)
Total 2025 Estimated Cost After Discount			<u>214.33</u>	<u>85,520</u>
2023 Year-End Adjustment	(see summary)			443
Revised Grand Total Billing for 2025				<u>85,962</u>
Revised 2025 Monthly Billing Amount				7,164

Notes

A 10% Discount has been applied to the grand total of all 2025 estimated costs. The 2023 Year-End Adjustment also includes discounts applied to 2023 reconciled costs (44% on OT and 3.75% on total reconciled costs), see 2023 reconciled statement page for more information.

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OPP 2025 Annual Billing Statement

Hilton Tp

Estimated costs for the period January 1 to December 31, 2025

Notes to Annual Billing Statement

- 1) Municipal Base Services and Calls for Service Costs - The costs allocated to municipalities are determined based on the costs assigned to detachment staff performing municipal policing activities across the province. A statistical analysis of activity in detachments is used to determine the municipal policing workload allocation of all detachment-based staff as well as the allocation of the municipal workload between base services and calls for service activity. For 2025 billing purposes the allocation of the municipal workload in detachments has been calculated to be 50.7 % Base Services and 49.3 % Calls for Service. The total 2025 Base Services and Calls for Service cost calculation is detailed on the Base Services and Calls for Service Cost Summary included in the municipal billing package.
- 2) Base Services - The cost to each municipality is determined by the number of properties in the municipality and the standard province-wide average cost per property of \$189.44 estimated for 2025. The number of municipal properties is determined based on MPAC data. The calculation of the standard province-wide base cost per property is detailed on Base Services and Calls for Service Cost Summary included in the municipal billing package.
- 3) Calls for Service - The municipality's Calls for Service cost is a proportionate share of the total cost of municipal calls for service costs calculated for the province. A municipality's proportionate share of the costs is based on weighted time standards applied to the historical billable calls for service. The municipality's total weighted time is calculated as a percentage of the total of all municipalities.
- 4) Overtime - Municipalities are billed for overtime resulting from occurrences in their geographic area and a portion of overtime that is not linked specifically to a municipality, such as training. Municipalities are not charged for overtime identified as a provincial responsibility. The overtime activity for the calendar years 2020, 2021, 2022, and 2023 has been analyzed and averaged to estimate the 2025 costs. The costs incorporate the estimated 2025 salary rates and a discount to reflect overtime paid as time in lieu. The overtime costs incurred in servicing detachments for shift shortages have been allocated on a per property basis based on straight time. Please be advised that these costs will be reconciled to actual 2025 hours and salary rates and included in the 2027 Annual Billing Statement.
- 5) Court Security and Prisoner Transportation (CSPT) - Municipalities with court security responsibilities in local courthouses are billed court security costs based on the cost of the staff required to provide designated court security activities. Prisoner transportation costs are charged to all municipalities based on the standard province-wide per property cost. The 2025 costs have been estimated based on the 2023 activity levels. These costs will be reconciled to the actual cost of service required in 2025.

There was no information available about the status of 2025 Court Security Prisoner Transportation Grant Program at the time of the Annual Billing Statement preparation.

- 6) Year-end Adjustment - The 2023 adjustment accounts for the difference between the amount billed based on the estimated cost in the Annual Billing Statement and the reconciled cost in the Year-end Summary. The most significant year-end adjustments are resulting from the cost of actual versus estimated municipal requirements for overtime, contract enhancements and court security.

OPP 2025 Estimated Base Services and Calls for Service Cost Summary

Estimated Costs for the period January 1, 2025 to December 31, 2025

Salaries and Benefits	Positions	Base	Total Base Services and Calls for Service		Base Services	Calls for Service
	FTE	%	\$/FTE	\$	\$	\$
Uniform Members	Note 1					
Inspector	26.56	100.0	187,318	4,975,177	4,975,177	-
Staff Sergeant-Detachment Commander	8.60	100.0	156,717	1,347,770	1,347,770	-
Staff Sergeant	38.53	100.0	168,657	6,498,335	6,498,335	-
Sergeant	226.23	50.7	143,480	32,459,478	16,460,024	15,999,454
Constable	1,618.15	50.7	120,835	195,529,705	99,147,813	96,381,892
Part-Time Constable	11.97	50.7	91,572	1,096,112	555,839	540,272
Total Uniform Salaries	1,930.04			241,906,577	128,984,959	112,921,618
Statutory Holiday Payout			6,207	11,906,411	6,262,929	5,643,483
Shift Premiums			1,129	2,095,821	1,062,740	1,033,081
Uniform Benefits - Inspector			29.47%	1,466,114	1,466,114	-
Uniform Benefits - Full-Time Salaries			36.38%	85,791,541	44,909,750	40,881,790
Uniform Benefits - Part-Time Salaries			18.75%	205,571	104,245	101,326
Total Uniform Salaries & Benefits				343,372,035	182,790,737	160,581,298
Detachment Civilian Members	Note 1					
Detachment Administrative Clerk	164.29	50.7	75,342	12,377,949	6,276,748	6,101,201
Detachment Operations Clerk	3.41	50.7	69,798	238,011	120,750	117,260
Detachment Clerk - Typist	1.74	50.7	62,349	108,488	54,867	53,620
Court Officer - Administration	28.73	50.7	92,124	2,646,719	1,342,245	1,304,474
Crimestoppers Co-ordinator	0.89	50.7	73,240	65,184	32,958	32,226
Cadet	1.62	50.7	51,219	82,974	41,999	40,975
Total Detachment Civilian Salaries	200.68			15,519,324	7,869,568	7,649,757
Civilian Benefits - Full-Time Salaries			36.13%	5,606,608	2,843,009	2,763,599
Total Detachment Civilian Salaries & Benefits				21,125,933	10,712,577	10,413,355
Support Costs - Salaries and Benefits	Note 2					
Communication Operators			6,682	12,896,527	6,782,230	6,114,297
Prisoner Guards			2,061	3,977,812	2,091,915	1,885,897
Operational Support			7,119	13,739,955	7,225,785	6,514,170
RHQ Municipal Support			3,208	6,191,568	3,256,120	2,935,448
Telephone Support			157	303,016	159,355	143,661
Office Automation Support			938	1,810,378	952,070	858,308
Mobile and Portable Radio Support			357	693,298	364,522	328,776
Total Support Staff Salaries and Benefits Costs				39,612,554	20,831,997	18,780,557
Total Salaries & Benefits				404,110,521	214,335,311	189,775,210
Other Direct Operating Expenses	Note 2					
Communication Centre			150	289,506	152,250	137,256
Operational Support			1,112	2,146,204	1,128,680	1,017,524
RHQ Municipal Support			360	694,814	365,400	329,414
Telephone			1,458	2,813,998	1,479,870	1,334,128
Mobile Radio Equipment Repairs & Maintenance			168	326,258	171,540	154,718
Office Automation - Uniform			4,487	8,660,089	4,554,305	4,105,784
Office Automation - Civilian			1,154	231,585	116,485	115,100
Vehicle Usage			10,219	19,723,079	10,372,285	9,350,794
Detachment Supplies & Equipment			1,073	2,070,933	1,089,095	981,838
Uniform & Equipment			2,360	4,583,144	2,409,725	2,173,418
Uniform & Equipment - Court Officer			1,037	29,793	15,109	14,684
Total Other Direct Operating Expenses				41,569,403	21,854,744	19,714,660
Total 2025 Municipal Base Services and Calls for Service Cost				\$ 445,679,925	\$ 236,190,055	\$ 209,489,870
Total OPP-Policed Municipal Properties					1,246,809	
Base Services Cost per Property					\$ 189.44	

OPP 2025 Estimated Base Services and Calls for Service Cost Summary

Estimated Costs for the period January 1, 2025 to December 31, 2025

Notes:

Total Base Services and Calls for Service Costs are based on the cost of salary, benefit, support and other direct operating expenses for staff providing policing services to municipalities. Staff is measured in full-time equivalent (FTE) units and the costs per FTE are described in the notes below.

- 1) Full-time equivalents (FTEs) are based on average municipal detachment staffing levels for the years 2020 through 2023. Contract enhancements, court security, prisoner transportation and cleaning staff are excluded.

The equivalent of 85.71 FTEs with a cost of \$17,779,996 has been excluded from municipal costs to reflect the average municipal detachment FTEs required for provincially-mandated responsibilities eligible for Provincial Service Usage credit.

Salary rates are based on weighted average rates for municipal detachment staff by rank, level, and classification. The 2025 salaries incorporate the 2025 general salary rate increase set in the 2023 to 2026 OPPA Uniform and Civilian Agreements (uniform and civilian staff - 4.75% in 2023, 4.50% in 2024 and 2.75% in 2025.)

The benefit rates are estimated based on the most recent rates set by the Treasury Board Secretariat, (2024-25). Statutory Holiday Payouts, Shift Premiums, and Benefit costs are subject to reconciliation.

Two new premiums were added in these new agreements: a 3% Frontline Patrol Premium (which applies to Constables and Sergeants in Frontline roles only) and a 3% Second-In-Command Premium (which applies to members when temporarily backfilling a short term platoon command position.) An allowance of \$2,101 per Constable FTE and \$3,330 per Sergeant FTE for the Frontline Patrol Premium and \$76 per Constable FTE for the Second-In-Command premium have been included in the salary rates for Constables and Sergeants. These allowances are subject to reconciliation.

FTEs have been apportioned between Base Services and Calls for Service costs based on the current ratio, 50.7% Base Services : 49.3% Calls for Service.

- 2) Support Staff Costs and Other Direct Operating Expenses for uniform FTEs are calculated on a per FTE basis as per rates set in the 2024 Municipal Policing Cost-Recovery Formula.

OPP 2025 Calls for Service Billing Summary

Hilton Tp

Estimated costs for the period January 1 to December 31, 2025

Calls for Service Billing Workgroups	Calls for Service Count					2025 Average Time Standard	Total Weighted Time	% of Total Provincial Weighted Time	2025 Estimated Calls for Service Cost
	2020	2021	2022	2023	Four Year Average				
					A	B	C = A * B		
	Note 1							Note 2	Note 3
Drug Possession	0	0	0	0	0	5.9	0	0.0000%	0
Drugs	0	0	0	0	0	88.1	0	0.0000%	0
Operational	20	6	15	8	12	3.9	48	0.0026%	5,495
Operational 2	1	1	1	3	2	1.7	3	0.0001%	293
Other Criminal Code Violations	0	0	0	0	0	7.1	0	0.0000%	0
Property Crime Violations	4	1	8	4	4	6.2	26	0.0014%	3,031
Statutes & Acts	2	6	0	0	2	3.5	7	0.0004%	805
Traffic	4	2	4	1	3	3.8	10	0.0006%	1,202
Violent Criminal Code	1	1	2	1	1	14.8	19	0.0010%	2,128
Municipal Totals	32	17	30	17	24		113	0.0062%	\$12,955

Provincial Totals (Note 4)

Calls for Service Billing Workgroups	Calls for Service Count					2025 Average Time Standard	Total Weighted Time	% of Total Provincial Weighted Time	2025 Estimated Calls for Service Cost
	2020	2021	2022	2023	Four Year Average				
					A	B	C = A * B		
	Note 1							Note 2	Note 3
Drug Possession	2,803	2,979	2,483	2,363	2,657	5.9	15,676	0.8608%	1,803,207
Drugs	1,127	1,050	797	920	974	88.1	85,765	4.7092%	9,865,380
Operational	178,171	180,823	176,502	180,423	178,980	3.9	698,021	38.3272%	80,291,662
Operational 2	48,046	48,395	46,304	47,019	47,441	1.7	80,650	4.4283%	9,276,939
Other Criminal Code Violations	12,123	12,103	12,206	12,931	12,341	7.1	87,619	4.8110%	10,078,638
Property Crime Violations	46,799	47,403	48,878	49,446	48,132	6.2	298,415	16.3855%	34,325,987
Statutes & Acts	31,261	32,888	32,697	34,047	32,723	3.5	114,531	6.2887%	13,174,266
Traffic	32,067	34,757	38,776	32,713	34,578	3.8	131,397	7.2148%	15,114,318
Violent Criminal Code	19,343	20,055	21,513	22,640	20,888	14.8	309,139	16.9743%	35,559,474
Provincial Totals	371,740	380,453	380,156	382,502	378,713		1,821,214	100%	\$209,489,870

Notes to Calls for Service Billing Summary

- 1) Displayed without decimal places, exact numbers used in calculations
- 2) Displayed to four decimal places, nine decimal places used in calculations
- 3) Total costs rounded to zero decimals
- 4) Provincial Totals exclude data for dissolutions and post-2021 municipal police force amalgamations.

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OPP 2025 Calls for Service Details

Hilton Tp

For the calendar years 2020 to 2023

Calls for Service Billing Workgroups	Calls for Service Count				Four Year Average
	2020	2021	2022	2023	
Grand Total	32	17	30	17	24.00
Operational	20	6	15	8	12.25
Animal - Bite	1	0	0	0	0.25
Animal - Dog Owners Liability Act	1	1	0	0	0.50
Animal - Injured	0	0	1	0	0.25
Animal - Master Code	0	0	1	0	0.25
Assist Fire Department	0	0	0	1	0.25
Assist Public	1	0	3	1	1.25
Distressed / Overdue Motorist	0	0	0	1	0.25
Domestic Disturbance	5	0	0	0	1.25
Family Dispute	1	1	2	0	1.00
Fire - Building	0	0	1	0	0.25
Found Property - Master Code	1	0	0	0	0.25
Lost - Household Property	1	0	0	0	0.25
Lost Property - Master Code	0	1	0	0	0.25
Missing Person 12 & older	1	0	0	0	0.25
Neighbour Dispute	2	0	2	3	1.75
Noise Complaint - Master Code	0	0	0	1	0.25
Noise Complaint - Others	0	0	2	0	0.50
Phone - Master Code	0	1	0	0	0.25
Phone - Nuisance - No Charges Laid	0	0	1	0	0.25
Phone - Other - No Charges Laid	0	1	0	0	0.25
Sudden Death - Natural Causes	2	1	2	0	1.25
Sudden Death - Others	1	0	0	0	0.25
Suspicious Person	1	0	0	0	0.25
Suspicious vehicle	2	0	0	1	0.75
Operational 2	1	1	1	3	1.50
911 call - Dropped Cell	0	0	0	1	0.25
911 call / 911 hang up	0	0	1	2	0.75
False Alarm - Accidental Trip	0	1	0	0	0.25
False Alarm - Others	1	0	0	0	0.25
Property Crime Violations	4	1	8	4	4.25
Break & Enter	2	0	0	0	0.50
Fraud - Money/property/security Over \$5,000	0	0	1	0	0.25
Fraud - Money/property/security Under \$5,000	0	0	0	1	0.25
Fraud - Other	0	0	2	0	0.50
Mischief	1	0	3	1	1.25
Mischief Graffiti - Non-Gang Related	0	0	1	0	0.25
Property Damage	0	0	0	1	0.25
Theft of - Trucks	0	0	1	0	0.25
Theft Over \$5,000 - Trailers	1	0	0	0	0.25
Theft Under \$5,000 - Other Theft	0	0	0	1	0.25
Theft Under \$5,000 - Persons	0	1	0	0	0.25
Statutes & Acts	2	6	0	0	2.00
Mental Health Act - Apprehension	0	1	0	0	0.25

OPP 2025 Calls for Service Details
Hilton Tp
For the calendar years 2020 to 2023

Calls for Service Billing Workgroups	Calls for Service Count				Four Year Average
	2020	2021	2022	2023	
Mental Health Act - Voluntary Transport	0	1	0	0	0.25
Trespass To Property Act	2	4	0	0	1.50
Traffic	4	2	4	1	2.75
MVC - Prop. Dam. Non Reportable (Motor Vehicle Collision)	1	1	1	0	0.75
MVC - Prop. Dam. Reportable (Motor Vehicle Collision)	3	1	3	1	2.00
Violent Criminal Code	1	1	2	1	1.25
Assault - Level 1	0	0	1	0	0.25
Criminal Harassment	0	0	0	1	0.25
Sexual Assault	1	0	1	0	0.50
Utter Threats - Master Code	0	1	0	0	0.25

OPP 2023 Reconciled Year-End Summary - Revised
Hilton Tp
Reconciled cost for the period January 1 to December 31, 2023

			<u>Cost per Property \$</u>	<u>Reconciled Cost \$</u>	<u>Estimated Cost \$</u>
Base Service	Property Counts				
	Household	381			
	Commercial and Industrial	12			
	Total Properties	<u>393</u>	174.11	68,427	65,105
Calls for Service					
	Total all municipalities	187,830,598			
	Municipal portion	0.0058%	27.83	10,937	10,398
Overtime			11.06	4,348	2,870
Prisoner Transportation	(per property cost)		1.45	570	460
Accommodation/Cleaning Services	(per property cost)		5.06	1,989	1,914
Total 2023 Costs			<u>219.52</u>	<u>86,270</u>	<u>80,746</u>
Discount on 2023 Reconciled Costs	(see notes)		<u>(12.92)</u>	<u>(5,076)</u>	<u>-</u>
Total Revised 2023 Costs			<u>206.60</u>	<u>81,194</u>	<u>80,746</u>
2023 Billed Amount				<u>80,751</u>	
2023 Revised Year-End-Adjustment				<u>443</u>	

Notes

The discount on 2023 Reconciled Costs was calculated by first applying a 44% discount to reconciled OT costs, and then applying a 3.75% discount to the total reconciled costs (after the OT discount had been applied).

The Year-End Adjustment above is included as an adjustment on the 2025 Billing Statement.

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Clerk Report: 2025-01-08-02

Meeting Date: January 8, 2025

Subject: **P-PSAP Agreement**

Regular Council Meeting

Prepared by: Sara Dinsdale

I received an email on December 6, 2024, from the administrator of our Primary Public Safety Answering Point services program explaining that our agreement has expired and that we are required to execute a new agreement. P-PSAP service is a requirement of providing 9-1-1 service; it is the first point of contact when dialing 9-1-1. The last agreement expired some time ago; however, it has been renewed via written correspondence. Note that the agreement has traditionally been a group agreement with the following members:

1. THE TOWNSHIP OF MACDONALD, MEREDITH & ABERDEEN ADDITIONAL
2. THE TOWNSHIP OF LAIRD
3. THE TOWNSHIP OF TARBUTT
4. THE TOWNSHIP OF JOHNSON
5. THE TOWNSHIP OF ST. JOSEPH
6. THE TOWNSHIP OF JOCELYN
7. THE VILLAGE OF HILTON BEACH
8. THE TOWNSHIP OF HILTON
9. THE TOWN OF BRUCE MINES
10. THE TOWNSHIP OF PLUMMER ADDITIONAL

The cost of the agreement is based on an annual per capita rate of \$0.561. The populations that will be used in the new agreement are sourced from the 2021 census:

Municipality	Population	Source
Macdonald, Meredith & Aberdeen	1513	2021 Census
Laird	1121	2021 Census
Tarbutt	573	2021 Census
Johnson	749	2021 Census
St. Joseph	1426	2021 Census
Jocelyn	314	2021 Census
Hilton Beach	198	2021 Census
Hilton	382	2021 Census
Bruce Mines	582	2021 Census
Plummer	757	2021 Census
Total	7615	



Attached, you will find a letter from Superintendent Steve Ridout, Commander, Municipal Policing Bureau detailing the total annual cost and an accompanying agreement to maintain P-PSAP services for the group.

Note that date requested for the return of the agreement in the letter (December 1) has passed. It has been requested that we provide a signed copy of the agreement and a copy of the by-law's resolution as soon as possible in order for us to receive an electronic copy of the fully executed contract.

Ontario
Provincial
Police

Police
provinciale
de l'Ontario



Municipal Policing Bureau
Bureau des services policiers des municipalités

777 Memorial Ave.
Orillia ON L3V 7V3

777, avenue Memorial
Orillia ON L3V 7V3

Tel: 705 329-6200
Fax: 705 330-4191

Tél. : 705 329-6200
Télééc.: 705 330-4191

File Reference:600

The Township of Laird
3 Pumpkin Point Road
RR#4
Echo Bay ON P0S 1C0

By Email: Clerk@lairdtownship.ca
December 6, 2024

Dear Sir / Madam

This letter is a follow up to our August 2023 correspondence sent to advise of upcoming changes to the Primary Public Safety Answering Point (P-PSAP) service agreement with the Ontario Provincial Police (OPP) to align with the requirements of Next Generation 9-1-1 (NG9-1-1) services. The P-PSAP service is a necessary requirement of providing 9-1-1 to the public as it is the first point of contact when dialing 9-1-1; operators determine whether the caller requires police, fire or ambulance service before routing to the call to the appropriate agency. The new OPP P-PSAP agreement has been developed and is attached to this letter.

At this time, the rate for this service will remain at \$0.561 / capita / annum. Accordingly, the annual cost of the service to:

1. THE TOWNSHIP OF MACDONALD, MEREDITH & ABERDEEN ADDITIONAL
2. THE TOWNSHIP OF LAIRD
3. THE TOWNSHIP OF TARBUTT
4. THE TOWNSHIP OF JOHNSON
5. THE TOWNSHIP OF ST. JOSEPH
6. THE TOWNSHIP OF JOCELYN, THE VILLAGE OF HILTON BEACH
7. THE TOWNSHIP OF HILTON
8. THE TOWN OF BRUCE MINES
9. THE TOWNSHIP OF PLUMMER ADDITIONAL

in 2025 will be \$4,272.02 based on a residential population served of 7,615.

While we encourage you to review the new agreement in its entirety, a summary of significant updates to the agreement include:

	Previous Agreement(s)	New Agreement
Terminology	Central Emergency Reporting Bureau (CERB) Public Emergency Reporting Service (PERS)	P-PSAP NG 9-1-1
Termination	90-day notice period	180-day notice period
Term length	2 (two) & 5 (five) year, renewable by written notice	Rolling term

To proceed with services under the new agreement, the OPP will require the attached agreement to be signed by the appropriate party, be accompanied by a by-law or band council resolution, and returned to the OPP by December 1, 2024.

Agreements will be effective as of January 1, 2025 and changes to billing based on population updates will be reflected in the annual billing issued in January 2025.

I have attached a P-PSAP information package for your reference. Please notify us at the soonest opportunity if you have any questions, or if you wish to discontinue the P-PSAP service from the OPP. Note that the OPP is one of multiple providers of P-PSAP service to choose from, and that a P-PSAP service must be in place for members of your community to continue to be able to access 9-1-1. If you have any questions regarding the service, changes to the agreement, or billing please contact ppsap@opp.ca.

Kind Regards,



Superintendent Steve Ridout
Commander, Municipal Policing Bureau

Attachments P-PSAP Agreement
P-PSAP Information Package



**AGREEMENT FOR THE PROVISION OF
PRIMARY PUBLIC SAFETY ANSWERING
POINT (PSAP) SERVICES**

**AGREEMENT FOR THE PROVISION OF PRIMARY PSAP SERVICES
EFFECTIVE AS OF JANUARY 1, 2025**

BETWEEN:

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO
as represented by the
MINISTER OF THE SOLICITOR GENERAL
on behalf of the ONTARIO PROVINCIAL POLICE**

("OPP")

OF THE FIRST PART

AND:

**THE CORPORATIONS OF THE TOWNSHIP OF MACDONALD, MEREDITH & ABERDEEN
ADDITIONAL, THE TOWNSHIP OF LAIRD, THE TOWNSHIP OF TARBUTT, THE TOWNSHIP
OF JOHNSON, THE TOWNSHIP OF ST. JOSEPH, THE TOWNSHIP OF JOCELYN, THE
VILLAGE OF HILTON BEACH, THE TOWNSHIP OF HILTON, THE TOWN OF BRUCE
MINES, AND THE TOWNSHIP OF PLUMMER ADDITIONAL**

(the "9-1-1 Authority")

OF THE SECOND PART

RECITALS:

- (a) **WHEREAS** Bell Canada has entered into agreements with the 9-1-1 Authority to provide the 9-1-1 Authority with a 9-1-1 Public Emergency Reporting Service (PERS), and which authorizes the 9-1-1 Authority to deliver 9-1-1 services using NG 9-1-1 technology;
- (b) **AND WHEREAS** it is the obligation of the 9-1-1 Authority under its agreement with Bell Canada to ensure that a Primary Public Safety Answering Point serves the territory in which the 9-1-1 Authority operates;
- (c) **AND WHEREAS** the 9-1-1 Authority is permitted under its agreement with Bell Canada to contract with a third party for the management and operation of the Primary Public Safety Answering Point;
- (d) **AND WHEREAS** the 9-1-1 Authority wishes to contract with the OPP for the management and operation of the Primary Public Safety Answering Point, which is or is expected during the term of this Agreement to transition from being delivered by PERS to being delivered using NG 9-1-1 technology;
- (e) **AND WHEREAS** the 9-1-1 Authority confirms its adherence to this Agreement by executing it, as provided for herein, and providing the OPP with a certified copy of the resolution or by-law authorizing it entering into this Agreement;

NOW THEREFORE, in consideration of the promises and covenants herein, the Parties agree as follows:

1 The Parties warrant that the recitals are true.

2 **DEFINITIONS AND INTERPRETATION**

2.1 In this Agreement:

“**9-1-1 Call**” means a request for public safety assistance signaled by a 9-1-1 caller using a device and communications service supporting 9-1-1 contact, regardless of the media (e.g., voice, video, text, other) used to make that request; “**9-1-1 Caller**” means the end user contacting 9-1-1.

“**Agreement**” means this agreement and Schedule “A”, which is attached to, and forms part of this Agreement.

“**ALI**” means an Automatic Location Identification, which consists of a database feature that displays, to the Primary and Secondary PSAP, address and location data with respect to a source from which the 9-1-1 call originates.

“**ANI**” means an Automatic Number Identification, which consists of a database feature that displays the telephone number of the primary exchange service that originates the 9-1-1 call to the Primary PSAP.

“**Call Control**” means a feature that allows the 9-1-1 call taker at the Primary PSAP to maintain control of

the line upon which the 9-1-1 call was made regardless of calling party action.

“**ESZ**” means Emergency Services Zone, which is a geographic area served by a Secondary PSAP in the territory of the 9-1-1 Authority.

“**GIS**” means “Geographic Information System”, a system for capturing, storing, displaying, analyzing and managing data and associated attributes which are spatially referenced.

“**NG9-1-1**” means a secure, IP-based, open-standards based system comprised of hardware, software, data, and operational policies and procedures that (1) provides standardized interfaces from emergency call and message services to support emergency communications, (2) processes all types of emergency calls, including voice, text, data, and multimedia information, (3) acquires and integrates additional emergency call data useful to call routing and handling, (4) delivers the emergency calls, messages and data to the appropriate PSAP and other appropriate emergency entities based on the location of the caller, (5) supports data, video, and other communications needs for coordinated incident response and management and (6) interoperates with services and networks used by first responders to facilitate emergency response.

“**Party**” means the OPP or the 9-1-1 Authority, and “Parties” shall mean both of them.

“**PERS**” means “Public Emergency Reporting Service” which is a telecommunications service provided by Bell for the delivery of 9-1-1 calls.

“**PSAP**” means “Public Safety Answering Point” which is the entity responsible for receiving 9-1-1 calls and processing those 9-1-1 calls according to a specific operational policy.

“**Primary PSAP**” means the Primary Public Safety Answering Point serving the 9-1-1 Authority and located at the OPP Provincial Communications Centre (PCC), which is the first point of reception by the OPP of 9-1-1 calls.

“**Secondary PSAP**” means the communication center of a fire, police or ambulance agency, within an ESZ, to which 9-1-1 calls are transferred from the Primary PSAP, and for which the Secondary PSAP is then responsible for taking appropriate action.

“**Selective Routing and Transfer**” means a feature that automatically routes a 9-1-1 call to the appropriate Primary or Secondary PSAP based upon the ALI and ANI of the telephone line from which the 9-1-1 call originates.

2.2 **Severability** - If any term of this Agreement shall be held to be illegal, invalid, unenforceable, null, void or inoperative by a court of competent jurisdiction, the remaining terms shall remain in full force and effect.

2.3 **Section Headings** - The section headings contained herein are for purposes of convenience only and

shall not be deemed to constitute a part of this Agreement or affect the meaning or interpretation of this Agreement in any way.

2.4 **Entire Agreement** - This Agreement constitutes the entire agreement of the Parties, with respect to the provision and operation of services as defined hereunder and supersedes any previous agreement whether written or verbal. In the event of a conflict or inconsistency between this Agreement and a tender document such as request for proposals issued by the 9-1-1 Authority for the provision of services as described hereunder or the proposal that the OPP submitted in response to the tender document, this Agreement shall prevail to the extent of the conflict or inconsistency.

2.5 **Amendments** - Any amendments to this Agreement shall be in writing and shall not take effect until approved in writing by both Parties. Either party may make changes to this Agreement with the consent of the other party by appending an amendment signed and dated by both parties reflecting the changes.

3 **NOTICES**

3.1 **Notice** - Any notice required pursuant to this Agreement shall be in writing by mail or by electronic mail to the following addresses:

To the 9-1-1 Authority

Clerk Administrator
The Corporation of the Township of Laird
3 Pumpkin Point Road, RR#4
Echo Bay, Ontario, Canada
P0S 1C0

Email:
clerk@lairdtownship.ca

To the Ontario Provincial Police

Attention: Municipal Policing Bureau

OPP General Headquarters
777 Memorial Avenue Orillia
ON L3V 7V3

Email: OPP.MunicipalPolicing@opp.ca

Or to such other addresses either of the Parties may indicate in writing to the other. Any notice given in accordance with this Agreement shall be deemed to have been received upon delivery, if delivered by mail or by email, five (5) days after sending.

3.2 **Notices in Writing** - All notices required under this Agreement shall be in writing.

4 **RATES AND METHOD OF PAYMENT**

4.1 The 9-1-1 Authority shall pay the OPP for providing and operating the Primary PSAP as follows:

- (a) **Amount of Annual Rate** - The 9-1-1 Authority shall be charged and shall be required to pay an annual rate of \$4272.02 based on the residential population served in the geographic territory of the 9-1-1 Authority of 7,615 at a per capita cost of \$0.561.
- (b) **Review of Annual Rate** - The annual rate specified in clause (a) shall be reviewed at the end of every calendar year and may be revised by the OPP based on changes to the residential population or changes to costs of labour and equipment. In the event that the residential population of the geographic territory of the 9-1-1 Authority increases or decreases by more than 10% during either the previous year, or cumulatively since the date the Agreement began, the annual rate shall be adjusted accordingly for the following year, and the 9-1-1 Authority shall pay the revised annual rate. The OPP shall determine the residential population using population figures found in the latest version of the Ontario Municipal Directory, or if not found there, then in other recognized sources.
- (c) **Invoices** - The first invoice shall be issued immediately to the 9-1-1 Authority upon the start of the Agreement. The 9-1-1 Authority shall subsequently be invoiced annually at the beginning of each calendar year, and the invoice shall cover the time period for the subsequent calendar year, or portion thereof that this Agreement is in effect.
- (d) **Payments** - Payments invoiced under this Agreement shall be made payable to the Minister of Finance, and payment shall be due no later than thirty (30) days following receipt of the invoice. Any payments which have become due and owing after this time period, in whole or in part, shall bear interest at the rate set by the Minister of Finance from time to time.

5 **RESPONSIBILITIES OF THE OPP**

The OPP shall manage and operate the Primary PSAP and:

- 5.1 **Personnel** - Staff the Primary PSAP to answer and transfer 9-1-1 calls to the appropriate Secondary PSAP at a level appropriate with the 9-1-1 call volume in the geographic territory of the 9-1-1 Authority.
- 5.2 **Equipment** - Provide, in its operation of the Primary PSAP, terminal equipment which permits the utilization of features provided by Bell Canada to the 9-1-1 Authority consisting of ALI, ANI, Selective Routing and Transfer and Call Control features, as well as equipment to communicate with

deaf, hard of hearing, and speech impaired callers.

- 5.3 **Hours** - Operate the Primary PSAP twenty-four (24) hours a day, seven (7) days a week.
- 5.4 **9-1-1 Call Response** - Answer and transfer all 9-1-1 calls received by the Primary PSAP and associated ANI/ALI information, to a designated Secondary PSAP within the proper ESZ, as deemed appropriate by Primary PSAP personnel. This shall include maintaining control of the line upon which each 9-1-1 call is received until the 9-1-1 call is confirmed as being transferred to the appropriate Secondary PSAP or until the 9-1-1 call is terminated.
- 5.5 **Record Retention** - Retain digital voice records of all 9-1-1 calls received at the Primary PSAP, in accordance with OPP policy, and ANI/ALI data for one hundred eighty (180) days from the date such records are created. The OPP is prepared to provide to authorized personnel, certified copies of audio recordings, as it directly pertains to the Primary PSAP for the purposes of civil litigation and/or criminal proceedings provided the request is received no later than five (5) days prior to the end of the retention period of the recordings or records. The OPP shall retain the original recordings or records until the conclusion of any civil or criminal proceedings to which such records relate.
- 5.6 **Backup Primary PSAP** - Provide an operational backup Primary PSAP to which 9-1-1 calls shall be transferred at the discretion of the OPP or Bell Canada in the event that the usual Primary PSAP is unable to receive the 9-1-1 calls.
- 5.7 **Non-English Callers** - Make reasonable efforts to respond to 9-1-1 calls from non-English callers, subject to the OPP's ability to access the services of a third-party provider. The OPP does not warrant that it shall be able to provide services to non-English callers, or that it shall be able to access such services from a third-party provider.
- 5.8 **Reports** - Upon request from the 9-1-1 Authority, or as determined by the OPP in consultation with the 9-1-1 Authority, the OPP shall provide reports which show the overall efficiency of the Primary PSAP in answering 9-1-1 calls, including the volume of 9-1-1 calls.

6 RESPONSIBILITIES OF THE 9-1-1 AUTHORITY

The 9-1-1 Authority shall:

- 6.1 **Payment** - Be responsible for the amount of payment, in the manner, and within the timelines set out in Article 4.0 herein.
- 6.2 **Designate Secondary PSAPs** - Designate Secondary PSAPs that are not OPP Detachments for each and every ESZ in the geographic territory of the 9-1-1 Authority to which the Primary PSAP shall answer and transfer a 9-1-1 call, and co-ordinate the participation of all such Secondary PSAPs in the manner required by this Agreement.

- 6.3 **Warranty** - Warrant and represent that each Secondary PSAP serving the 9-1-1 Authority is operative twenty-four (24) hours a day, seven (7) days a week, and shall answer and respond to all 9-1-1 calls directed to it from the Primary PSAP.
- 6.4 **Changes** - Notify the OPP in writing immediately upon becoming aware of any changes, including but not limited to changes to NG9-1-1 or any technology in use that shall affect or is likely to affect the services the OPP provides under this Agreement, or of any changes to, or the termination or expiry of any Agreement between the 9-1-1 Authority and Bell Canada related to the services provided hereunder.
- 6.5 **GIS Data Responsibility** – The 9-1-1 Authority shall be solely responsible for GIS data it has provided. The OPP is not responsible for aggregating, creating, maintaining, or updating GIS data on behalf of the 9-1-1 Authority.

7 LIMITATION OF LIABILITY

- 7.1 **Limitation of Liability** - Notwithstanding any other provision in this Agreement, the OPP shall not be responsible or liable for any injury, death or property damage to the 9-1-1 Authority, its employees, subcontractors or agents, or for any claim by any third party against the 9-1-1 Authority, its employees, subcontractors or agents arising from:
- (a) **External Information** - The accuracy or completeness, or lack thereof, of any information the OPP receives from the 9-1-1 Authority, Bell Canada or any other third party, which the OPP relies on in providing services under this Agreement.
 - (b) **Equipment and Services** - Equipment or services provided by any other party (including the failure of any other party to provide equipment or services) which the OPP uses and relies on to provide services under this Agreement including but not limited to:
 - (i) Equipment or services required to transfer services provided under this Agreement from any other party to the OPP,
 - (ii) Services provided to non-English speakers who place 9-1-1 calls,
 - (iii) Services provided by Bell Canada to the 9-1-1 Authority including under PERS or NG9-1-1 and,
 - (iv) Services provided by Secondary PSAPs, which are not part of the OPP.
 - (c) **Call Volumes** - The inability of the OPP to respond to 9-1-1 calls due to call volume that exceeds the capacity of the Primary PSAP, including the equipment and personnel who work at the Primary PSAP.

7.2 **Survival** - Section 7.1 shall survive the termination or expiry of this Agreement.

8 **COMPLIANCE WITH LAWS AND CONFIDENTIALITY**

8.1 **Compliance with Laws** - Both Parties agree to comply with all applicable laws in effect in the Province of Ontario in performing their respective obligations and duties under this Agreement.

8.2 **Confidential Information** - Both Parties agree that except where required by law, or for the purpose of performing duties or obligations under this Agreement, neither Party shall directly or indirectly disclose, destroy, exploit or use, either during or after the term of this Agreement, any confidential information belonging to the other Party, unless the other Party has provided its written consent. Both Parties further agree that when this Agreement terminates or expires, they shall return all confidential information belonging to the other Party.

9 **DISPUTE RESOLUTION**

9.1 **Dispute Resolution** - Subject to Article 10.0 herein, if any dispute arises between the OPP and the 9-1-1 Authority as to their respective rights and obligations under this Agreement, the Parties may use the following dispute resolution mechanism to resolve such disputes:

- (a) The Unit Commander of the Primary PSAP and a representative of the 9-1-1 Authority herein shall attempt to settle the dispute within fifteen (15) business days of the dispute arising;
- (b) If the Unit Commander of the Primary PSAP and the representative of the 9-1-1 Authority are unable to settle the dispute within fifteen (15) business days of the dispute arising, they shall refer the dispute to the Director. The Director and the representative 9-1-1 Authority shall attempt to resolve the dispute within fifteen (15) business days;
- (c) If the Parties are still unable to resolve the dispute, the Commissioner or the Deputy Commissioner of the OPP and representative of the 9-1-1 Authority agrees to attempt to resolve the dispute within fifteen (15) business days; and,
- (d) If the Parties are still unable to resolve the dispute, each may, with the agreement of the other Party, refer the dispute to arbitration in accordance with the Arbitration Act, 1991, as amended.

10 **TERM, TERMINATION AND RENEWAL**

10.1 **Term** - This Agreement shall come into effect on the date first written above and shall remain in force, subject to either party terminating the agreement as specified in this section.

10.2 **Termination** - Either Party to this Agreement may terminate this Agreement without cause and

without incurring any liability upon providing one hundred eighty (180) days written notice of termination to the other Party, in which case this Agreement shall terminate one hundred eighty (180) days following the delivery of such notice. Should a notice to terminate be given, the 9-1-1 Authority shall continue to be obligated to pay for the cost of the services described in this Agreement up to and including the date of such termination and the OPP shall continue to be responsible to provide the services described in this Agreement up to and including the date of such termination.

- 10.3 **Immediate Termination** - Either Party may terminate this Agreement immediately without incurring any liability if Bell Canada withdraws offering PERS or any successor technology such as NG9-1-1 to the 9-1-1 Authority or if the Agreement between Bell Canada and the 9-1-1 Authority for the provision of PERS or any successor technology such as NG9-1-1 is terminated or is expired and not renewed.

11 **GENERAL**

- 11.1 **No Waiver** - The failure of a Party to this Agreement to enforce at any time any of the provisions of this Agreement or any of its rights in respect thereto or to insist upon strict adherence to any term of this Agreement shall not be considered to be a waiver of such provision, right or term or in any way to affect the validity of this Agreement.
- 11.2 **Waiver in Writing** - Any waiver by any Party hereto of the performance of any of the provisions of this Agreement shall be effective only if in writing and signed by a duly authorized representative of such Party.
- 11.3 **No Prejudice** - The exercise by any Party to this Agreement of any right provided by this Agreement shall not preclude or prejudice such Party from exercising any other right it may have under this Agreement, irrespective of any previous action or proceeding taken by it hereunder.
- 11.4 **Restructuring** - The 9-1-1 Authority shall notify, and consult with the OPP before the 9-1-1 Authority's boundaries are altered, the 9-1-1 Authority is amalgamated with another 9-1-1 Authority, the 9-1-1 Authority is dissolved or the legal status of the 9-1-1 Authority is subject to other substantive changes.
- 11.5 **Relations** - The Agreement shall not create nor shall it be interpreted as creating any association, partnership, employment relationship or any agency relationship between the Parties.
- 11.6 **Media** - Both Parties agree that they shall not at any time directly or indirectly communicate with the media in relation to this Agreement unless they first notify the other Party in writing.
- 11.7 **Promotion** - Neither Party shall publicize or issue any publications related to this Agreement unless they first notify the other Party in writing.

- 11.8 **Assignment** - Neither Party shall assign this Agreement or any portion thereof without the prior written consent of the other, which consent may not be arbitrarily withheld.
- 11.9 **Force Majeure** - Neither Party shall be liable for damages caused by delay or failure to perform its obligations under this Agreement where such delay or failure is caused by an event beyond its reasonable control. The Parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Agreement would have put in place contingency plans to either materially mitigate or negate the effects of such event. If a Party seeks to excuse itself from its obligations under this Agreement due to a force majeure event, that Party shall immediately notify the other Party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance.

IN WITNESS WHEREOF, the **9-1-1 Authority** has affixed its Corporate Seal attested by the signature of its duly authorized signing officer(s), and the Provincial Commander of the OPP has personally signed this Agreement to be effective as of the date set out herein.

**THE CORPORATION OF THE TOWNSHIP OF MACDONALD, MEREDITH & ABERDEEN
ADDITIONAL**

SIGNATURE

Print Name & Title

Date: _____ day of _____, 20__

THE CORPORATION OF THE TOWNSHIP OF LAIRD

SIGNATURE

Print Name & Title

Date: _____ day of _____, 20__

THE CORPORATION OF THE TOWNSHIP OF TARBUTT

SIGNATURE

Print Name & Title

Date: _____ day of _____, 20__

THE CORPORATION OF THE TOWNSHIP OF JOHNSON

SIGNATURE

Print Name & Title

Date: _____ day of _____, 20__

THE CORPORATION OF THE TOWNSHIP OF ST. JOSEPH,

SIGNATURE

Print Name & Title

Date: _____ day of _____, 20__

THE CORPORATION OF THE TOWNSHIP OF JOCELYN

SIGNATURE

Print Name & Title

Date: _____ day of _____, 20__

THE CORPORATION OF THE VILLAGE OF HILTON BEACH

SIGNATURE

Print Name & Title

Date: _____ day of _____, 20__

THE CORPORATION OF THE TOWNSHIP OF HILTON

SIGNATURE

Print Name & Title

Date: _____ day of _____, 20__

THE CORPORATION OF THE TOWN OF BRUCE MINES

SIGNATURE

Print Name & Title

Date: _____ day of _____, 20__

THE CORPORATION OF THE TOWNSHIP OF PLUMMER ADDITIONAL

SIGNATURE

Print Name & Title

Date: _____ day of _____, 20__

Ontario Provincial Police (OPP)

Provincial Commander

Print Name

Date: _____ day of _____, 20__

SCHEDULE "A"

BY-LAWS

Attached to and forming part of the Agreement between

HIS MAJESTY THE KING IN RIGHT OF ONTARIO
as represented by the
MINISTER OF THE SOLICITOR GENERAL
on behalf of the ONTARIO PROVINCIAL POLICE

And

**THE CORPORATIONS OF THE TOWNSHIP OF MACDONALD, MEREDITH & ABERDEEN
ADDITIONAL, THE TOWNSHIP OF LAIRD, THE TOWNSHIP OF TARBUTT, THE TOWNSHIP
OF JOHNSON, THE TOWNSHIP OF ST. JOSEPH, THE TOWNSHIP OF JOCELYN, THE
VILLAGE OF HILTON BEACH, THE TOWNSHIP OF HILTON, THE TOWN OF BRUCE MINES,
AND THE TOWNSHIP OF PLUMMER ADDITIONAL**

**PLACEHOLDER
BY-LAWS**

Treasury Board Secretariat

Emergency Management Ontario

25 Morton Shulman Avenue
Toronto ON M3M 0B1Tel: 416-327-2333
Fax: 416-327-3790**Secrétariat du conseil du trésor**

gestion des situations d'urgence

25, avenue Morton Shulman
Toronto ON M3M 0B1Tél. : 416-327-2333
Télééc. : 416-327-3790

DATE: December 9, 2024

MEMORANDUM TO: Emergency Management Partners

FROM: Bernie Derible
Deputy Minister and Commissioner of Emergency
Management
Emergency Management Ontario

SUBJECT: **Proposed Amendments to Modernize the
*Emergency Management and Civil Protection Act***

I am pleased to share an update on an important milestone in modernizing emergency management in the province.

On December 9, 2024, the government introduced Bill 238, the *Emergency Management Modernization Act, 2024*. This bill proposes amendments to modernize the *Emergency Management and Civil Protection Act* (EMCPA).

The EMCPA is Ontario's legislative framework for emergency management. The EMCPA and its regulations have not been comprehensively updated in more than 15 years. With an increasingly complex emergency management landscape, it is more important than ever to ensure that Ontario is safe, practiced and prepared.

Proposed Amendments to the EMCPA

If passed, the proposed amendments to the EMCPA would strengthen provincial leadership and co-ordination of emergency management. It would also support enhanced community capacity in emergency management to ensure Ontario is ready for the challenges of today and the future.

Proposed amendments to the EMCPA if passed, would:

- Support a unified understanding of emergency management across Ontario.
- Strengthen provincial leadership and co-ordination by facilitating the role of Emergency Management Ontario as the one window for co-ordinating provincial emergency management activities.

- Strengthen planning and co-ordination with emergency management partners, including by outlining the ability to enter into agreements and liaise with public and private sector partners, including municipalities, Indigenous communities and other governments.
- Support municipal emergency management by enabling regulations to allow flexibility for municipal emergency management programs based on needs and capacity, as well as clarify processes for municipal declarations of emergency and requests for assistance.
- Enable a future emergency management program and plan requirements to be established for designated entities that provide or operate critical infrastructure, subject to further engagement with partners, to support continuity of services and operations.

Partner and Stakeholder Feedback

The proposed amendments to the EMCPA are informed by feedback from partners, best practices in emergency management and lessons learned from past emergencies. Over the summer of 2024, Emergency Management Ontario directly engaged over 480 partners and stakeholders through 45 engagements and received 90 written submissions on the publicly posted discussion guide. I would like to express my sincere gratitude for the valuable feedback received.

Emergency Management Ontario is committed to ongoing engagement with our partners and the people of Ontario to ensure we are effectively supporting our collective vision of a safe, practiced and prepared Ontario. The proposed amendments are posted on the Ontario Regulatory Registry and the Environmental Registry of Ontario for review and feedback.


Phased Implementation Approach

If passed, Emergency Management Ontario would continue to engage partners throughout the phased implementation of proposed amendments and to support regulatory development. This would include ongoing support and guidance on what would be needed to implement required emergency management programs and plans.

If you have any questions, please contact the Emergency Management Policy and Governance Branch at EMOPolicy@ontario.ca.

Thank you again for your valued partnership as we work together to ensure the safety and wellbeing of communities across Ontario.

Best always,



Bernie Derible
Deputy Minister and Commissioner of Emergency Management
Emergency Management Ontario in Treasury Board Secretariat

Cc:

Eric Everett, Assistant Deputy Minister, Emergency Management Strategy, Monitoring and Intelligence Division, Emergency Management Ontario, Treasury Board Secretariat

Heather Levecque, Assistant Deputy Minister, Emergency Management Operations Division, Emergency Management Ontario, Treasury Board Secretariat

Lisa Priest, Assistant Deputy Minister, Emergency Management Preparedness, Programs and Planning Division, Emergency Management Ontario, Treasury Board Secretariat

Michelle Astill, Director, Emergency Management Policy and Governance Branch, Emergency Management Strategy, Monitoring and Intelligence Division, Emergency Management Ontario, Treasury Board Secretariat

Treasury Board Secretariat Secrétariat du Conseil du Trésor



Office of the Associate Minister of Emergency Preparedness and Response Bureau du ministre associé de la Protection civile et des interventions d'urgence

Whitney Block, Room 4320 Édifice Whitney, bureau 4320
99 Wellesley Street West 99, rue Wellesley Ouest
Toronto ON M7A 1W3 Toronto ON M7A 1W3

December 9, 2024

Dear Emergency Management Partners,

Today, our government introduced the *Emergency Management Modernization Act* that, if passed, would modernize the *Emergency Management and Civil Protection Act* (EMCPA).

The EMCPA and its regulations have not been comprehensively updated in more than 15 years. Since then, the nature of emergencies has changed. The rising frequency of extreme weather events and the threat of cyber-attacks on Ontario's digital infrastructure mean that we must ensure our emergency management framework reflects today's realities.

If passed, these amendments to the EMCPA would strengthen provincial leadership and coordination of emergency management by facilitating Emergency Management Ontario as the one window for coordinating provincial emergency management activities. Additionally, the proposed legislation would enhance community capacity in emergency management. This includes clarifying the process for municipalities to declare local emergencies and granting municipalities the authority to plan for and respond to emergencies based on their unique needs and capacity.

The proposed amendments, if passed, would strengthen planning and coordination with emergency management partners, including by outlining the ability to enter into agreements and liaise with public and private sector partners, including municipalities, Indigenous communities, and other governments. In addition, the proposed amendments would enable future emergency management program and plan requirements to be established for designated entities that provide or operate critical infrastructure, subject to further engagement with partners, to support continuity of services and operations.

Over the summer, Emergency Management Ontario engaged with more than 480 partners to inform proposed amendments, including municipalities, First Nations communities, and emergency management organizations. We look forward to further collaboration with our partners as we build a stronger, more resilient province, capable of ensuring the safety and wellbeing of communities across Ontario. The proposed amendments are posted on [Ontario's Regulatory Registry and Environmental Registry](#) for your review and feedback.

On behalf of Premier Ford and the Government of Ontario, thank you for your continued partnership in emergency management.



Sincerely,

The Honorable Trevor Jones
Associate Minister of Emergency Preparedness and Response
Treasury Board Secretariat

c: The Honorable Caroline Mulroney
President of the Treasury Board and Minister of Francophone Affairs

Bernie Derible
Deputy Minister and Commissioner of Emergency Management
Treasury Board Secretariat



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Clerk Report: 2025-01-08-03

Meeting Date: January 8, 2025

Subject: **Food Preparation During an Emergency**

Regular Council Meeting

Prepared by: Sara Dinsdale

At the regular meeting held on December 4, 2024, Council discussed the use of the kitchen at the Community Centre during an emergency. Part of that discussion involved what rules and regulations might be involved with food preparation while using the community centre's kitchen to provide prepared food to residents that might seek shelter at the warming centre. I reached out to Algoma Public Health and have included the response I received from the Manager of Emergency Management and Oral Health Programs, Nicole Lindahl:

"In regards to food preparation, any person/entity that chooses to serve food to the public is subject to the Health Protection and Promotion Act, and O. Reg. 493/17: FOOD PREMISES. Pending what you want to serve, the committee would be subject to all or some of these regulations, including having a regularly inspected kitchen, safe food handling practices, certified food handlers, and safe food sources"

At that meeting, I also presented information regarding a grant that has been applied for both by the Township of Hilton and the Village of Hilton in order to purchase emergency supplies including emergency meal kits that are good for 25 years (1200 servings= 2 servings /3 days). Upon approval of the grant, this will alleviate the costs that would incur in hiring and/or training certified food handlers and purchasing food from safe food sources.

HILTON UNION FIRE BOARD

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Regular Meeting

MINUTES

September 9, 2024

7:00 p.m.

Present: Chairperson Brian Delvecchio
Deputy Chief Robert Hope
Mike Garside
Rodney Wood
Dave Leask
Sally Cohen -via phone

Acting Secretary-Treasurer: Sara Dinsdale

Absent: Janet Gordanier
Sarah Brown
Kelly Rathwell

Call to order at 7:01 p.m.

There were no disclosures of pecuniary interest.

Resolution #F2024-37

Moved: Mike Garside Seconded: Rodney Wood

BE IT RESOLVED THAT THE BOARD OF THE HILTON UNION FIRE DEPARTMENT accepts the agenda of September 9, 2024, as presented. *CARRIED*

Resolution #F2024-38

Moved: Mike Garside Seconded: Brian Delvecchio

BE IT RESOLVED THAT THE BOARD OF THE HILTON UNION FIRE DEPARTMENT approves the following minutes as presented:

- Regular meeting of June 10, 2024
- Special meeting of June 26, 2024
- Closed meeting of June 26, 2024

CARRIED

Deputy Fire Chief Robert Hope gave an update on fire calls and volunteer status since the last meeting. He stated that there were three fire calls: two in July and one in August. The first one in early July was a propane scare regarding a possible leak, the second in July was called off before the fire department was able to react, and the one in August was called off as it was burning brush with no cause for concern.

There are currently ten active volunteers and one inactive. A new member has been attending practices regularly on a probationary basis. The department is planning to offer the individual a permanent position as a volunteer fire fighter.

The pumper test results from Hilton Union Fire Department, St. Joseph Fire Department, and Jocelyn Fire department were discussed and compared. Deputy Fire Chief Robert Hope felt the results may be inaccurate after comparing and would be interested in having someone explain the results better. The recommendations on the pump test for the Hilton Union Fire Department have been completed.

There was a discussion regarding how to accurately log repairs and it was suggested that the use of a white board along with a logbook should be utilized.

The Acting Secretary-Treasurer presented a report explaining that an application for the Fire Protection Grant has been submitted for the maximum funding amount of \$10,000.00. The report also explained that SCBA testing is scheduled with a technician from M&L Supply on September 14.

The final item in the report presented by the Acting Secretary-Treasurer was regarding Fire Prevention Week. Fire Prevention week is from October 6-12, 2024. Deputy Fire Chief Robert Hope suggested that volunteers go out door to door that week to provide fire safety tips to our local community members. It was suggested that an order for items to be distributed be placed with Firehall Bookstore. The requested items include kitchen items, fridge magnets, stickers, colouring books and pamphlets with a budget of \$300.00. The Deputy Fire Chief also suggested that 24 9V batteries be purchased to have available for homeowners in case their smoke detector batteries need to be replaced.

Resolution #F2024-39

Moved: Dave Leask Seconded: Rodney Wood

BE IT RESOLVED THAT THE BOARD OF THE HILTON UNION FIRE DEPARTMENT agree to direct Acting Secretary-Treasurer Sara Dinsdale to purchase the necessary educational items as discussed in order for our fire department to engage in door-to-door smoke alarm testing during fire prevention week in October. *CARRIED*

A discussion took place regarding possible changes to the wording in section 2 and 9 of the Hilton Union Fire Board Agreement.

Resolution #F2024-40

Moved: Sally Cohen Seconded: Rodney Wood

Recorded Vote:

Mike Garside N Rodney Wood Y Sally Cohen Y
Dave Leask Y Brian Delvecchio Y

BE IT RESOLVED THAT THE BOARD OF THE HILTON UNION FIRE DEPARTMENT does recommend amending the Hilton Union Fire Board agreement, section 2 to state, “appointed” instead of “elected” members. Also to amend section 9 to include a quorum at each meeting to include 2 members from each party at a minimum. *CARRIED*

The Fire board meeting dates were also discussed, and it was recommended that the Acting Secretary-Treasurer bring the 2025 Council meeting dates to the next Fire Board meeting on December 9, 2024, in order to schedule the fireboard meeting dates around those. It was suggested that the Township of Hilton alter their Council meeting dates to match the Village of Hilton Council meeting dates for quicker decision making between the fireboard and their respective Councils.

Information that was provided by Mr. Brad Neabel (SOLGEN) regarding training was presented and discussed. There was also a memo from the Ministry of the Solicitor General regarding the mandatory firefighter certification. Fireboard members suggested that the Acting Secretary-Treasurer ask Mr. Neabel how the information in this memo will affect the Hilton Union Fire Department.

An email that was sent from the Huron Shores Fire Department regarding EV & Lithium-ion Battery Fire training classes was discussed. The training session is being hosted by the Huron Shores Fire Department on October 9, 2024, and is taking place at the Iron Bridge Arena.

Resolution #F2024-41

Moved: Rodney Wood Seconded: Dave Leask

BE IT RESOLVED THAT THE BOARD OF THE HILTON UNION FIRE DEPARTMENT does direct Acting Secretary/Treasurer to enroll 2 fire fighter volunteers not the EV & Lithium-ion Battery Fire Training Classed being held at the Iron Bridge Arena on October 9, 2024, at a cost of \$165.00 plus HST per student. *CARRIED*

Resolution #F2024-42

Moved: Mike Garside Seconded: Rodney Wood

BE IT RESOLVED THAT THE BOARD OF THE HILTON UNION FIRE DEPARTMENT does move into closed session at 8:45 p.m. to consider personal matters about an identifiable individual, including municipal or local board employees. Further be it Resolved that should the said closed session be adjourned, the Hilton Union Fire Board 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, including municipal or local board employees

CARRIED

Resolution #F2024-43

Moved: Mike Garside Seconded: Sally Cohen

BE IT RESOLVED THAT THE BOARD OF THE HILTON UNION FIRE DEPARTMENT does return to open session at 8:50 p.m. *CARRIED*

Fire Board members asked Deputy Fire Chief Robert Hope how he feels about the promotions discussed and he expressed that he had a concern that the Fire Chief position’s requirements include having a DZ license, which he does not currently have. Deputy Fire Chief Robert Hope explained that he is happy to get it but would also like some financial assistance from the fire board. It was suggested to add this topic to the fireboard’s respective council meetings to request approval.

Resolution #F2024-44

Moved: Mike Garside Seconded: Dave Leask

BE IT RESOLVED THAT THE BOARD OF THE HILTON UNION FIRE DEPARTMENT does agree to the promotion and recommends to each party’s Council to appoint the individual discussed in closed session as the Deputy Fire Chief of the Hilton Union Fire Department. *CARRIED*

Resolution #F2024-45

Moved: Rodney Wood

Seconded: Dave Leask

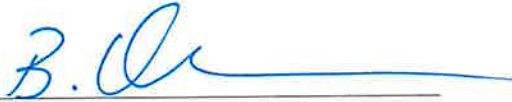
BE IT RESOLVED THAT THE BOARD OF THE HILTON UNION FIRE DEPARTMENT does agree to the promotion and recommends to each party's Council to appoint the individual discussed in closed session as the Deputy Fire Chief of the Hilton Union Fire Department. *CARRIED*

Resolution #F2024-46

Moved: Dave Leask

Seconded: Sally Cohen

BE IT RESOLVED THAT THE BOARD OF THE HILTON UNION FIRE DEPARTMENT does adjourn at 9:04 p.m. and agree to meet again at the Hilton Township Municipal Office on Monday, December 9, 2024, or at the call of the Chair or by petition from majority members of the Board. *CARRIED*



Chairperson: Brian Delvecchio



Acting Secretary/Treasurer Sara Dinsdale

Village of Hilton Beach
Resolution No. 2024-217

Meeting: December 11, 2024

Moved by S.B. Sarah Brown

Seconded by K.R. Kelly Rathwell

BE IT RESOLVED THAT the Village of Hilton Beach agrees to support the Township of Hilton's resolution No. 2024-216 to re-imburse the Fire Chief up to \$1800.00 to acquire his DZ license from the Hilton Union Fire Department's Budget with a two year commitment to the Fire Department and if a passing grade is received.

B. Hope

CARRIED

RECORDED VOTE YES NO

- Mayor Robert Hope
- Councillor Sarah Brown
- Councillor Sally Cohen

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		681.00
February	345.00	870.47	84.60	610.07
March	2,410.00	820.56	79.20	-1,510.24
April	195.00	586.51	79.20	470.71
May		421.28	0.00	421.28
June		1,480.83	360.00	1,840.83
July	2,703.00	1,357.47	282.08	-1,063.45
August		985.37	135.00	1,120.37
September	232.00	869.16	158.00	795.16
October	1,192.00	845.70	132.00	-214.30
November		975.30	156.00	1,131.30
December			46.81	46.81
	7,247.00	10,063.65	1,512.89	4,329.54

Actual Net Cost to date 2024

11,576.54

Total Inspection and Mileage Costs

Historical FYI:

2024	7,247.00	11,576.54
2023	7,730	19,089.46
2022	5,695	13,131.71
2021	4,186	10,898.45
2020	3,885	13,951.98
2019	4,075	11,833.02
2018	2,420	6,269.23
2017	2,075	8,716.38
2016	1,570	4,165.25
2015	1,800	6,484.63
2014	2,325	7,436.83
2013	1,120	7,167.71

Actual Annual Cost:

4,329.54
11,359.46
7,436.71
6,712.45
10,066.98
7,758.02
3,849.23
6,641.38
2,595.25
4,684.63
5,111.83
6,047.71

Schedule "A" to By-law 1417-24

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 st 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
Building permits		
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
Valuation of proposed work based on following rates:		
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 Single Fee	160.00	By-Law 1417-24
> \$5,000 estimated material value plus 50% or Contractor's quote		By-Law 1417-24
Demolition permit Single Fee	80.00	By-Law 1417-24
Moving Fee - to another location on same property Single Fee	160.00	By-Law 1417-24
Change of Use Single Fee	160.00	By-Law 1417-24
Occupancy Permit Single Fee	160.00	By-Law 1417-24
Re-inspection of outstanding deficiencies Single Fee	160.00	By-Law 1417-24
Commencement of construction without permit	double	By-Law 1417-24
Fire		
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
Freedom of Information Requests		
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
Roads		
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
Tax Sales		
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

THE CORPORATION OF THE TOWNSHIP OF HILTON

BY-LAW NO. 2024-xxxx

Being a by-law to Regulate and Govern Short-Term Rentals (STRs)

WHEREAS Section 11(2) of the Municipal Act as amended, provides that a lower tier municipality may pass by-laws respecting health, safety and well-being of persons and protection of persons and property, including consumer protection;

AND WHEREAS Section 11(3) of the Municipal Act as amended, provides that a lower tier municipality may pass by-laws respecting business licensing;

AND WHEREAS the Council of the Corporation of the Township of Hilton has enacted a By-law to require a license to operate a Short-Term Rental accommodation in the Township of Hilton

AND WHEREAS Section E1.11 of the St. Joseph Island Official Plan provides that Municipal Councils may pass a By-law prescribing standards and regulations related to the use of residential dwellings for the purpose of Short-Term Rentals; and that such a by-law would be complimentary to any provisions enacted in a Municipal Zoning By-law, which may contain provisions for land use controls for Short-Term Rentals.

AND WHEREAS the said section of the Official Plan further provides that where a Municipal Council enacts a separate Short Term-Rentals By-law, the by-law may address the following:

- a) A requirement for hosts to obtain a permit from the Municipality prior to commencing a Short-Term Rental operation;
- b) A requirement to identify to the Municipality a Property Manager for the Short-Term Rental operation;
- c) Permissions for condominium corporations, housing cooperatives, or building owners, to register with the Municipality a request for a prohibition on Short-Term Rental operations within their dwellings;
- d) General administrative processes for the Municipality to grant, refuse, suspend, revoke or review permits; and
- e) Offences and penalties for contravention of the by-law provisions.

NOW THEREFORE the Council of the Corporation of the Township of Hilton Enacts as Follows:

1. Definitions

In this by-law:

“Accessory Building” means a detached subordinate building that is devoted exclusively to a use normally incidental to the main use of the property;

“Applicant” means a person applying for a licence or renewal of a licence thereof under this Bylaw;

“Authorized Agent” means a person duly appointed and that may provide proof satisfactory to the Clerk that they act for a person, a partnership, or corporation;

“Council” means the Council of the Corporation of the Township of Hilton ;

“Clerk” means the Clerk for the Corporation of the Township of Hilton, a delegate or assigned representative.;

“Dwelling” means a place of residence with one or more habitable rooms containing separate kitchen and bathroom facilities for private use as a single housekeeping unit;

“Licence” means the certificate issued under this Bylaw as proof of licensing under this Bylaw;

“Licensee” means a person licensed under this Bylaw or a person required to be licensed under this Bylaw;

“Municipality ” means the Corporation of the Township of Hilton;

“Officer” means a Municipal Bylaw Enforcement Officer(s), or a designate responsible for the enforcement of this Bylaw;

“Owner” means the Person holding title to the Property on which the Short-term Rental is located, and “Ownership” has a corresponding meaning;

"Person(s)" includes an individual, partnership, corporation, and the heirs, executors, administrators or other legal representatives of a person to whom the context can apply according to law;

“Renter” means a person(s) renting a Short-Term Rental by way of concession, permit, lease, license, rental agreement, or similar arrangement for 28 consecutive days or less.

“Short-Term Rental” or “STR” means a primary Dwelling or any part thereof, or an accessory building thereto, that operates or offers a place of temporary residence, lodging or occupancy by way of concession, permit, lease, licence, rental agreement or similar arrangement for twenty-eight (28) consecutive calendar days or less with no on-site management throughout all or part of the year. Short-term Rental uses shall not mean or include a bed and breakfast establishment, institutional tourist establishment, tourist establishment, tourist camping establishment, motel, resort, or similar commercial or institutional use, as defined in the Municipality’s Comprehensive Zoning By-law # 2010-xxxx; or any successor, as amended, or other short-term accommodations where there is no payment;

“Short-Term Rental Host” means the Owner (must be 18 years of age) or a Property Manager (agent) assigned by the Owner or Licensee of the Short-term Rental Dwelling to ensure the Short-term Rental Dwelling is operated in accordance with the provisions of this By-law, the Licence and applicable laws;

2. Registration and Licensing

- 2.1 No person shall operate a Short-Term Rental without first obtaining a license or permit to operate the Short-Term Rental within the Municipality as required under this by-law, and in accordance with the Municipality's Short-Term Rental Licensing By-law.
- 2.2 No person shall operate a Short-Term Rental without first obtaining the approval of the Municipality of a site plan showing location of buildings, parking spaces and waste storage facility details.

3. General Provisions

1. Short-term Rentals shall comply with all applicable Municipal By-laws and provincial legislation.
2. The maximum number of persons, including but not limited to residents, renters and their guests, permitted on a premises, at any one time, shall be restricted to 2 Persons per sleeping area as stated in an approved Licence. At no time shall a trailer or tent be used to provide accommodation for additional guests.
3. The provision of parking on the site plan referenced shall include the following:
 - a) A minimum of one parking space per Short-Term Rental;
 - b) Parking space sizes of 3 metres by 6 metres; and
 - c) Compliance with other parking provisions as set forth in the applicable Zoning By-law.
4. All vehicles shall only be permitted in a parking area consisting of a hard- surfaced driveway (gravel, paved, concrete, interlock, or similar hard surface).
5. The following shall be posted on the interior of each STR Premises, visible to guests and made available for inspection:
 - a) Copy of current STR Licence
 - b) Premises address (and phone number if applicable)
 - c) Type of access to the STR Premises, where one of the following must be checked:
 - a. Year-round maintained public road
 - b. Seasonally maintained road
 - c. Private road / Right-of-way
 - d. Water access
 - d) Emergency Services Statement: If the type of access to the STR-Premises is NOT a year-round maintained public road, the following statement must be posted with the address:

“Due to this STR Premises not accessible by a year round maintained public road, emergency response times may be delayed to this location.”

- e) Owner name and contact information
 - f) STR Responsible Person for Emergency and By-law concerns contact information
 - g) Inspection results (copies of inspection reports, e.g. fire dept., building dept.)
 - h) Copy of approved Site Plan (with parking plan & waste storage details)
 - i) A copy of the Renters Code of Conduct (see Schedule A)
 - j) A copy of the Municipality's current Noise By-law
 - k) A copy of the Municipality's current Open Air Burning By-law together with a copy of any Burning Permit which may be in effect for the Short-Term Rental
 - l) A copy of the current Parking provisions for Short-Term Rentals as described in the applicable Zoning By-law
6. All Short-term Rentals must provide a class ABC fire extinguisher in any cooking area and a class BC or better on each floor of the establishment.
7. A Short-Term Rental Host (Responsible Person) shall respond within sixty (60) minutes to an emergency or contravention of any Township By-law.
8. A Short-Term Rental Host (Responsible Person) shall attend the Short-term Rental premises within twenty-four (24) hours of being notified of the occurrence.

4. Signage:

A Short-Term Rental Sign shall be displayed to identify a Short-Term Rental property and shall be located near the vicinity of the civic address / 911 sign and meet the following criteria:

1. The sign shall have a maximum area of 0.2m² (2.15 sq. ft.) and be located a maximum height of 1.5m (5ft) above adjacent ground level.
2. The Short-Term Rental Sign must contain the following information:
 - the civic (911) address of the property
 - current Short-Term Rental Licence Number located in the top right corner of the sign, and
 - the following wording "for Short-Term Rental concerns related to this property, please call (responsible person's name and phone number).
3. The Short-Term Rental sign shall be supplied and installed by the municipality and the costs thereof shall be included in the applicable Licensing Fee under the provisions of By-law No. 2024-xxxx.

5. Advertising

5.1 No person shall provide or market a short-term rental without prominently displaying in each advertisement or listing:

- I) the license number of the Short-Term rental unit issued by the Municipality; and
- II) the maximum overnight guest limit as established by Section 3.2 of this by-law.

5.2 No person shall fail to remove an advertisement for a short-term rental that is prohibited under this by-law within seventy-two (72) hours of becoming aware of the prohibition or receiving notice to do so by the Clerk..

6. Insurance

6.1 Each Short-Term Rental Host (Responsible Person) of a Short-term Rental unit to which this by-law applies shall have and maintain Commercial General Liability Insurance subject to limits of not less than Two Million Dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss of use, that includes: blanket contractual liability; premises and operations liability; products and completed operations liability; contingent employers liability; personal injury, owners and contractors protective coverage; broad form property damage; occurrence property damage; employees as additional insured, and cross liability and severability of interest provision to the satisfaction of the Township’s Solicitor.

6.2 The insurance provided in accordance with subsection (1) shall:

- i) name the Municipality as an additional insured; and
- ii) include an endorsement to provide the Municipality with no less than thirty (30) days’ prior notice of any cancellation.

6.3 The Clerk is authorized to approve alternative and equivalent insurance requirements to those in subsection (1).

7. Responsible Person Consent Form

7.1 Every Short Term Rental Host (Responsible Person) shall complete a Responsible Person Consent Form as per Schedule “A” to this By-law.

7.2 Schedule “A” hereto forms part of this By-law.

8. Posting of License Details

Pursuant to Part IV of the Municipal Act, 2001, issued Licences, along with the licence details will be posted on the Township’s website.

PASSED in Open Council this day of , 2024

Rod Wood – Reeve

Sara Dinsdale – Acting-Clerk

Schedule "A" to Bylaw No. 2024-xxxx

Responsible Person Consent Form

per

Township of Hilton By-law 2024-xxxx,

Responsible Person is defined as "the Owner (must be 18 years of age or older) or Agent assigned by the Owner or Registerer of the Short-term Rental Dwelling to ensure the Short-term Rental Dwelling is operated in accordance with the provisions of the Township of Hilton's Short-Term Rental By-law, and applicable laws".

Section 3.7 of the Short-Term Rental Registration By-law states an Owner or Owner's Agent (Responsible Person) will respond within sixty (60) minutes to an emergency or contravention of any Township By-law.

Responsible Person Declaration

I, _____ certify and acknowledge that as the Responsible Person
(Full Legal Name - Please Print)
designated for the operation of the Short-Term Rental at _____
_____, (Property Address) in the Township of Hilton, Ontario,

I understand the duties as required herein, and

I confirm that I will be readily available for emergency or contravention purposes as outlined in the Township of Hilton's Short-Term Rental Registration Bylaw.

By signing this declaration, I have acted on due diligence to understand the said Short-Term Rental Regulation By-law to the best of my capabilities in order to comply with all requirements.

Phone number (must be able to receive text messages): _____

Home Address: _____

Email: _____

Date: _____ Signature: _____

*The information above must match what is provided on the registration application for the specified short-term rental property.

Corporation of the Township of Hilton

By-law No. 2024-xxxx

Being a By-law to Provide for the Licensing of Short-Term Rental Accommodations

WHEREAS Section 11(3) of the Municipal Act as amended, provides that a lower tier municipality may pass by-laws respecting business licensing;

AND WHEREAS subsection 151(1) of the Municipal Act provides that, without limiting sections 9, 10 and 11, a municipality may provide for a system of licences with respect to a business and may,

- (a) prohibit the carrying on or engaging in the business without a licence;
- (b) refuse to grant a licence or to revoke or suspend a licence;
- (c) impose conditions as a requirement of obtaining, continuing to hold or renewing a licence;
- (d) impose special conditions on a business in a class that have not been imposed on all of the businesses in that class in order to obtain, continue to hold or renew a licence;
- (e) impose conditions, including special conditions, as a requirement of continuing to hold a licence at any time during the term of the licence; and
- (f) license, regulate or govern real and personal property used for the business and the persons carrying it on or engaged in it.

AND WHEREAS Section D4.1 of the St. Joseph Island Official Plan recognizes the evolving character of short term accommodation and the use of private dwellings, or parts thereof, that are leased as accommodations to the traveling public for a short period of time, and provides that a Short Term Rental operation that is not owner occupied shall be considered as a commercial use.

AND WHEREAS Section 151(5) of the Municipal Act provides that subsections 151(1) to (4) apply with necessary modifications to a system of licences with respect to any activity, matter or thing for which a by-law may be passed under sections 9, 10 and 11 as if it were a system of licences with respect to a business;

NOW THEREFORE the Council of the Corporation of the Township of Hilton enacts this Bylaw to license short-term rental brokerages and owners and to regulate related activity within the jurisdictional boundaries of the Township of Hilton, as follows:

1.1. DEFINITIONS AND INTERPRETATION

“Applicant” means a person applying for a licence or renewal of a licence thereof under this Bylaw;

“Authorized Agent” means a person duly appointed and that may provide proof satisfactory to the Clerk that they act for a person, a partnership, or corporation;

“Council” means the Council of the Corporation of the Township of Hilton ;

“Clerk” means the Clerk for the Corporation of the City of the Township of Hilton, a delegate or assigned representative.;

“Dwelling Unit” means a place of residence with one or more habitable rooms containing separate kitchen and bathroom facilities for private use as a single housekeeping unit;

“Licence” means the certificate issued under this Bylaw as proof of licensing under this Bylaw;

“Licensee” means a person licensed under this Bylaw or a person required to be licensed under this Bylaw;

“Officer” means a Municipal Bylaw Enforcement Officer(s), or a designate responsible for the enforcement of this Bylaw;

“Person(s)” includes an individual, partnership, corporation, and the heirs, executors, administrators or other legal representatives of a person to whom the context can apply according to law;

“Short-Term Rental” or “STR” means a primary Dwelling or any part thereof, or an accessory building thereto, that operates or offers a place of temporary residence, lodging or occupancy by way of concession, permit, lease, licence, rental agreement or similar arrangement for twenty-eight (28) consecutive calendar days or less with no on-site management throughout all or part of the year. Short-term Rental uses shall not mean or include a bed and breakfast establishment, institutional tourist establishment, tourist establishment, tourist camping establishment, motel, resort, or similar commercial or institutional use, as defined in the Municipality’s Comprehensive Zoning By-law # 2010-xxxx; or any successor, as amended, or other short-term accommodations where there is no payment; and

“Township” means the Corporation of the Township of Hilton.

1. 2. APPLICABILITY AND SCOPE

This Bylaw applies to all:

(a) Short-Term Rental Brokerages that Operate a Short-Term Rental within the jurisdictional boundaries of the Township of Hilton;

(b) Short-Term Rental Owners that Operate a Short-Term Rental within the jurisdictional boundaries of the Township of Hilton;

(c) Persons acting as Short-Term Rental Operators within the jurisdictional boundaries of the Township of Hilton; and

(d) Dwelling Units used as Short-Term Rentals within the jurisdictional boundaries of the Township of Hilton.

This Bylaw does not apply to:

(a) Commercial accommodation establishments primarily engaged in providing short-term lodging for travelers, tourists and others, including campgrounds, hotels, inns, motels, tourist cabin establishments and tourist establishments as set out in the Township’s zoning by-law

- (b) Bed-and-Breakfast Establishments as set out in the Township's Zoning Bylaw;
- (c) Accommodations rented out to tenants in accordance with the Residential Tenancies Act, 2006, S.O. 2006, c. 17; or
- (d) retirement homes licensed under the Retirement Homes Act, 2010, S.O. 2010, c.

1.3 PROHIBITIONS

1.3.1 No person shall operate or carry on the business of a Short Term Rental or permit a person to carry on the business, or hold themselves out as being licensed to carry on the business of a Short Term Rental:

- (a) without a licence to do so issued under the authority of this Bylaw;
- (b) under any other name than the one endorsed on their licence issued under this Bylaw; or
- (c) except in accordance with the regulations of this Bylaw.

1.3.2. No person shall,

- (a) transfer or assign a licence issued under this Bylaw;
- (b) obtain a licence by providing mistaken, false or incorrect information;
- (c) enjoy a vested right in the continuance of a licence and upon the issue, renewal, transfer, cancellation or suspension thereof, the licence shall be the property of the Township;
- (d) advertise a Short-Term Rental available within the municipal boundary of the Township without a licence; or
- (e) operate or advertise a Short-Term Rental from a recreation vehicle, trailer or tent available within the municipal boundary of the Township of Hilton.

LICENSING REQUIREMENTS

2.1 Application Requirements:

- i) Where the applicant is a corporation, the application for a Short-Term Rental (STR) licence or the application for a renewal of an STR licence shall be made by a duly authorized director or officer of that corporation.
- ii) Where the applicant is a partnership, the application for a STR license or the application for renewal of STR licence shall be made by one or more of the partners.
- iii) Applicants for a STR licence or renewal of STR licence must:
 - (a) in the case of individuals, be permanent residents in Canada;
 - (b) in the case of a partnership, have at least one partner be either a permanent resident in Canada or a corporation incorporated in Canada;

(c) in the case of a corporation, be incorporated in Canada.

iv) Notwithstanding subsections (a), (b) and (c) above, an application for a Short-Term Rental (STR) Licence or an application for renewal of a STR licence thereof may be made in person by an authorized agent, provided that they have written authorization to do so from the applicant and provide one piece of Canadian government photo identification, both to the satisfaction of the Clerk.

v) Every person making application for a Short-Term Rental (STR) licence under this Bylaw shall submit the following to the Clerk:

(a) a completed application for a Licence in the form prescribed by the Clerk, signed by the applicant or an authorized agent for the applicant;

(b) the applicable fees as set out in the City's User Fee Bylaw;

(c) where the applicant is a corporation, the complete articles of incorporation, including the names and addresses of all directors and officers of the corporation, as at the time of application;

(d) where the applicant is a partnership, a copy of the record of registration of the partnership under the Business Names Act, R.S.O.1990, c.B.17 or the Limited Partnerships Act, R.S.O. 1990, c.L.16;

(e) a listing of every STR being made available by the applicant within the jurisdictional boundaries of the Hilton, as at a date no less than seven (7) days from the date of application for a licence;

(f) Where a Dwelling Unit is not within a primary residence, proof of valid general liability commercial insurance in the amount of at least \$2,000,000 with operations confirmed as a Short-Term Rental, and adding 'The Corporation of the Township of Hilton' as an additional insured, and suitable to the Clerk;

g) Where a Dwelling Unit is within a primary residence, proof of valid liability insurance in the amount of at least \$2,000,000, with operations confirmed as a Short-Term Rental, and suitable to the Clerk and Council;

(h) a criminal record check for the named applicant, to wit review of any relevant convictions for which a pardon was not granted will be assessed by the Clerk;

(i) any other information required to be provided under this Bylaw or as may be requested by the Clerk.

vi) At the time of renewal, every person shall re-submit the above required documents to the satisfaction of the Clerk.

2.2 Applications for a Short-Term Rental (STR) License shall be in the form of Schedule "A" hereto.

2.3 Schedule "A" hereto forms part of this By-law.

2.4 Receipt of the application for a STR licence or the application for a renewal of STR licence shall not constitute approval of the application for, or renewal of a licence, nor shall it obligate the Clerk to issue or renew any such licence.

3.1 POWERS OF THE CLERK

The Clerk shall:

- (a) receive and process all applications for STR and applications for renewal of STR licences to be issued under this Bylaw;
- (b) issue licences and renew licences, either conditionally or unconditionally, to any person who meets the requirements of this Bylaw except where:
 - i. the conduct of an applicant affords reasonable grounds for belief that the applicant or authorized agent for the applicant has not carried on, or will not carry on the business in accordance with the law;
 - ii. there are reasonable grounds for belief that the carrying on of the business may be adverse to the public interest; or the applicant is indebted to the Township in respect of fines, penalties, judgments, outstanding property taxes, or any other amounts owing, proof of the contrary to be provided by the applicant;
- (c) with respect to subsection 2.3 (b)(ii.), consideration by the Clerk shall include, any record of offence that is less than (3) years hence and relevant to the nature of the business, or any record of offence that directly affects the applicant's or licensee's ability to competently and responsibly carry on the business;
- (d) make or cause to be made all investigations deemed necessary relative to the applicable application so received, including but not limited to inspections by the Township's Fire and Building Departments;
- (e) maintain complete records showing all applications and licences issued;
- (f) may revoke or suspend a licence in accordance with Section 3.1 of this Bylaw;
- (g) generally perform all the administrative functions conferred upon them by this Bylaw.

4.1 Licences issued pursuant to this Bylaw are conditional on compliance by the licensee with all municipal Bylaws, including, but not limited to, the Township's Zoning Bylaw, Property Standards Bylaw, and Noise Bylaw, and compliance with all Provincial and Federal legislation, including compliance with relevant public health requirements and regulations, particularly those concerning potable water and waste disposal service. A confirmed violation of any of the aforesaid legislation or Bylaws may, at the discretion of the Clerk, result in the suspension or revoking of a license.

5.1 LICENSEE'S RESPONSIBILITIES

- i) Every person operating or carry-on business as an STR shall make available to all occupants a copy of the house rules, stating the exclusive items as listed in the Township's Short-Term Rental By-law (By-law No. 2024-xxxx, and include but not be limited to stating the Township's noise curfew as set out in the Township's Noise Bylaw.
- ii) Every person operating or carry-on business as an STR shall post a copy of their STR Licence in an area plainly visible to anyone approaching a point of entry to the dwelling unit.
- iii) Every person operating or carry-on business as an STR shall post a copy of their Licence or Licence number upon any form of advertisement, marketing platform, listing, or website used in relation to the STR.

6.1 TERM OF LICENCE

A licence issued under the provisions of this Bylaw shall expire at the end of the third (3rd) calendar year after being issued. Therefore, a license obtain by March 1, 2025 will expire on December 31, 2028 and need to be renewed between January 1, 2029 and before March 1, 2029 for the licensed STR and the licensee to continue to be in good standing within the Township. Delayed renewal may result in non-issuance by the Clerk.

7.1 REVOCATION AND SUSPENSION

- i) The Clerk may revoke or suspend a licence where:
 - (a) the licensee would be disentitled to a licence or a renewal of a licence for the reasons set out in this Bylaw; and/or
 - (b) the licensee has failed to comply with the regulations required by this Bylaw, or any other Township Bylaws, including but not limited to Short-term Rentals By-law, Property Standards Bylaw, or any law; and/or
 - (c) the licence was issued in error.
- ii) If the Clerk is of the belief that the continuation of the licence poses an immediate danger to the health or safety of any person, may, for the time and such conditions as are considered appropriate and without a hearing, suspend a licence for not more than 14 days, and, prior to suspending the licence, shall provide the licensee with the reasons for the suspension in writing or orally, with an opportunity for the applicant to respond.
- iii) The decision to revoke or suspend a license, except for under the conditions stated in subsection ii) hereof, is final.

ADMINISTRATION AND ENFORCEMENT

8.1 Enforcement Agency:

The Township's Municipal Bylaw Enforcement Officer(s), or a designate, shall be responsible for the enforcement of this Bylaw.

8.2 Inspections and Re-inspections

i) The Township's Municipal Bylaw Enforcement Officer or any person acting under those persons, or any person authorized by the Township may at reasonable times during business hours inspect as much of any place or premises carrying on any business in respect of which a person has or is required to have a Licence. When a re-inspection is required to confirm compliance with the provisions of this Bylaw or any other Bylaw, a fee in the amount set out in the Township's User Fee Bylaw shall be charged.

ii) No person shall obstruct or hinder, or attempt to obstruct or hinder, an officer, in the exercise of a power or the performance of a duty under this Bylaw.

iii) No person shall refuse to produce any documents or things required by an officer under this Bylaw, and every person shall assist any entry, inspection, examination, or inquiry by an officer.

iv) No person shall knowingly furnish false information to the Township or an officer with respect to this Bylaw.

8.3 Officers Right of Access:

i) An officer may enter upon and within, and inspect any land, property, building or structure at any time to determine if any section of this by-law is complied with, or to determine if any direction, notice or order issued pursuant to this Bylaw or the Municipal Act or any court has been complied with, or to perform any required remedial work.

ii) Notwithstanding subsection 7.3 (i), an officer shall not enter or remain in any room or place actually used as a dwelling unit unless the provisions of Section 437 of the Municipal Act are complied with. An officer shall have inspection powers described in Section 436 of the Municipal Act.

8.4 Orders, Notice, and Non-compliance:

i) Where a person or licensee is in contravention of any provision of this Bylaw or another Township Bylaw, an officer, in addition to any other action, may send a notice, in the form of a letter or email, to the applicant or licensee, describing the contravention.

ii) Any notice or direction given under this Bylaw shall be deemed good and sufficient service if:

(a) personally delivered to the person to whom it is directed;

(b) provided by a previously established electronic means of communication;

(c) mailed by ordinary or registered mail, and delivered to the mailing address of the applicant, licensee, or owner of the property (according to the last revised assessment roll), or

d) by being posted on the subject property.

iii) Where any person fails to comply with an order issued, in addition to any prosecutorial action or legal remedies, the Clerk shall forthwith suspend the licensee's STR licence.

8.5 Offences and Penalties

i) Every person who contravenes any of the provisions of this Bylaw, and every director of a corporation who concurs in such contravention by the corporation is guilty of an offence and on conviction liable to a fine not exceeding \$25,000 for a first offence and \$50,000 for any subsequent offence.

ii) Where a corporation is convicted of an offence under this Bylaw, the maximum penalty is \$50,000 for a first offence and \$100,000 for any subsequent offence.

iii) For the purposes of this section, a separate violation shall be deemed to have been committed for each and every day during which such violation continues, and conviction in respect of a violation shall not operate as a bar to further prosecution if such violation continues.

iv) The Court in which the conviction has been entered and any court of competent jurisdiction thereafter may make an order prohibiting the continuation or repetition of the offence by the person convicted, and such order shall be in addition to any other penalty imposed on the person convicted.

v) Pursuant to Section 447 of the Municipal Act, where an owner is convicted of knowingly carrying on or engaging in a business in respect of any premises or any part of any premises without a licence required by this Bylaw, or a person is convicted of any other contravention of this Bylaw and the court determines that the applicant, licensee, or owner of the premises or part of the premises in respect of which the conviction was made knew or ought to have known of the conduct which formed the subject-matter of the conviction or of any pattern of similar conduct, the court may order that the premises or part of the premises be closed to any use for a period not exceeding two (2) years.

8.6 Collection of Unpaid Fines

Pursuant to Section 441 of the Municipal Act, if any part of a fine for a contravention of a business licensing by-law remains unpaid after the fine becomes due and payable under Section 66 of the Provincial Offences Act, R.S.O. 1990, c. P.33, including any extension of time for payment ordered under that Section, the Township may give the person against whom the fine was imposed a written notice specifying the amount of the fine payable and the final date on which it is payable, which shall be not less than 21 days after the date of the notice. If the fine remains unpaid after the final date specified in the notice, the fine is deemed to be unpaid taxes pursuant to Section 351 of the Municipal Act and may be added to the person's tax roll and collected in the same manner as property taxes.

9.1 ENACTMENT

i) Interpretation

In this Bylaw, unless the context otherwise requires, words importing the singular member shall include the plural. Reference in this Bylaw to any legislation or Township Bylaw means as may be amended or replaced from time to time, and includes any regulations thereunder.

ii) Conflict

In the case of a conflict between the provisions of this Bylaw and any other Township Bylaw, the more stringent provision shall prevail.

iii) Severances

If any section, subsection, sentence, clause, phrase or provision of this Bylaw is for any reason held by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portions of the bylaw; and the Township hereby declares that it would have passed this Bylaw and each section, subsection, sentence, clause, phrase and provision herein, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or provisions be declared invalid.

9.2 TITLE

This Bylaw may be known as the Township of Hilton's "STR Licensing By-law".

9.3 EFFECTIVE DATE

(1) This Bylaw shall be effective on January 1st, 2025 (?).

(2) Any STR, as defined within this Bylaw and the Township's Zoning Bylaw, located within the Township of Hilton shall have until March 1, 2025 (?) to be in possession of a fully issued and valid STR licence and be in compliance with all requirements within this Bylaw and other applicable Township Bylaws.

(3) The process of obtaining a licence from the Clerk includes that the dwelling unit be inspected on behalf of the Township's Fire and Building Departments. It is therefore recommended that any applicant initiate the application process as soon as possible upon the date of passing of this Bylaw and thereafter upon renewal of any 3rd year anniversary/expiration of a licence.

PASSED in open Council this day of , 2024.

Rod Wood, Reeve

Sara Dinsdale, Acting-Clerk

Schedule "A" to By-law 2024 – xxxx

Corporation of the Township of Hilton

Short-Term Rental Application and Renewal Form

Submit completed application form to the Township Clerk’s Office.

A Short-Term Rental (STR) is the rental of all or part of a dwelling, or accessory use thereto, for a period of no longer than 28 consecutive days and is typically listed on platforms such as Airbnb, VRBO or FlipKey. STRs exclude bed and breakfast establishments, tourist establishments, tourist establishments, hotels, motels, resorts, or similar commercial or institutional uses .

STRs must comply with all applicable laws. All registered STR operators are required to be licensed by the Township of Hilton in accordance with the Municipality’s Short-Term Rentals Licensing By-law. Registration must be renewed upon expiry date to permit continued use of the STR property.

It is the STR owner/operator’s responsibility to inform the Township of any changes to the licensee’s registration. In the event of a change in property ownership, a new license is required. If the applicant is a corporation the complete articles of incorporation, including the names and addresses of all directors and officers of the corporation at the time of application are required.

SHORT-TERM RENTAL PROPERTY INFORMATION

Full Mailing Address of Short-Term Rental (STR) Property: _____

Initial Application _____ Renewal _____ (Please Check)

Number of Bedrooms and/or Sleeping Areas available for guests to use? _____

Maximum number of guests allowed in a unit? _____

Housing Type (Please Check one only) House (single/semi-detached) _____ Duplex/triplex/fourplex _____

Townhouse _____ Apartment/condominium _____ Accessory building (e.g. coach house) _____

Is the operator a tenant or registered owner of the property? Registered Owner _____ Tenant _____

* *An authorization form is required from the owner if the operator is a tenant

Other:

What part of the property will be rented? (Please Check)

Entire building or unit (e.g. personal bedroom, bathroom, kitchen, and entrance) _____

Rooms within the building (e.g. private bedroom, but shared bathroom, kitchen, and entrance) _____

Consent from condominium corporation or Property management received? Yes _____ No _____

STR OPERATOR INFORMATION

Full Name of Owner (please print) _____

Telephone Number _____ Email _____

Driver’s Licence or Ontario Photo Card Number _____

Corporation Name, if applicable: _____

Emergency Contact Name: ----- Address _____

Telephone Number _____ Email _____

The emergency contact must be available 24/7 and willing to act on your behalf should a concern arise and you are not available.

Community Safety Requirements – Self Declaration

Smoke alarms are installed on all levels of the dwelling, outside all sleeping areas, between the sleeping area and the remainder of the home, and are maintained in operating condition in accordance with the manufacturer’s instructions. The owner shall test smoke alarms annually and after every change in tenancy. **Yes** ____ **No** ____

If the dwelling has a fuel burning appliance, fireplace and/or is connected to a garage, please confirm that the dwelling has carbon monoxide alarms installed adjacent to each sleeping area and are maintained in operating conditions in accordance with the manufacturer’s instructions. The owner shall test carbon monoxide alarms annually and after every change in tenancy.

Yes ____ No ____ Not Applicable ____

- “Test” means activating the alarm via the test alarm feature.
- A “written record” shall be maintained of all tests, kept on site and made available to the Chief Fire Official upon request.

Applicant’s Name _____

Address _____ City _____ Postal Code _____

I certify that the information contained in this application and other attached documentation is true to the best of my knowledge.

I, _____ shall defend, indemnify and save harmless The Corporation of the Township of Hilton, its officers, Council members, partners, agents and employees from an against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury and to damage to or destruction of tangible property including loss of revenue or incurred expense arising directly or indirectly from use, management, and operation of the STR property as set out in this Short Term Rental Registration and Renewal application.

Signature of Applicant/Agent _____ Date: _____

Agency Approval and Sign-Off:

Applicants/Agents must contact the relevant Township Inspectors/Departments listed below, in the order presented, for information and approval prior to submitting this application form. An Inspector or authorized Department Official for each department must sign off in this section for the Clerk to deem this application complete.

The application fee must be collected prior to Agency Approval.

1. Building Department: Official's Name: _____
Official's Signature _____ Date of Signature _____
Property has passed the file reviewed and/or on-site inspection (whichever is deemed necessary).

2. Fire Department: Official's Name _____
Official's Signature _____ Date of Signature _____
Property has passed on-site inspection.

3. Treasury Department: Official's Name _____
Official's Signature _____ Date of Signature _____
Inspection/File Review fees have been received.

Documents to Include with Registration/Renewal Form:

If the applicant is a tenant, a letter of authorization from the property owner is required.

If the STR unit is within a building or other units, or where owners jointly share common areas such as pools, garages, elevators, outside hallways and gyms, authorization from the condominium board or property management company is required.

Photocopy of the applicant's driver's licence or Ontario Photo card.

Copy of the Certificate of Liability Insurance (COI), naming: "The Corporation of the Township of Hilton" as an additional insured for a minimum of \$2 million. The COI should also indicate that short-term rentals are included.

Level 2 Police Background check performed on the owner from their home based municipality.

THE CORPORATION OF THE TOWNSHIP OF HILTON

BY-LAW NO. 1442-25

Being a by-law to appoint officers, servants, boards and commissions for the year 2025.

WHEREAS under the Municipal Act, 2001, Chapter 25, Section 5 (1), the powers of a municipality shall be exercised by its Council;

AND WHEREAS one of these municipal powers includes the appointment of such officers and servants as may be necessary for the purposes of the Corporation for carrying into effect the provisions of any act of the legislature or by-law of the Council, and appointing members to boards of management;

AND WHEREAS the Council of the Corporation of the Township of Hilton deems it expedient to appoint said officers, servants, boards and commissions for the year 2025;

NOW THEREFORE the Council of the Corporation of the Township of Hilton hereby enacts that the following be appointed for the year 2024:

Fence Viewer	David Leask
Pound keeper	Leonard Bringleson
Stock Evaluator	Mike Garside
Trench Inspector	Leonard Bringleson
Weed Inspector	Leonard Bringleson
Community Emergency Management Coordinator (CEMC)	Jeff Edwards
CEMC (Alternate)	Sara Dinsdale
Emergency Management Program Committee	Jeff Edwards
	Sara Dinsdale
	Mike Garside
Cemetery Board	Rod Wood
	Dave Leask
	Mike Trainor
	Mike Garside
	Janet Gordanier
Cenotaph Committee	Rod Wood
	Roy Broadhagen
Hilton Union Public Library Board	Dave Leask
	Janise Garside
	Shirley Pollock
	Donna Smith
Hilton Union Fire Board	Janet Gordanier
	Mike Garside
	Rod Wood
	Dave Leask (Alternate)
Museum Board	Rod Wood
	Karen Mascardelli
	Myles Routledge
North Shore Health Network Recruitment Committee	Mike Garside

THE CORPORATION OF THE TOWNSHIP OF HILTON

BY-LAW NO. 1442-25

Planning Board

David Leask
Rod Wood

Recreation Committee

Dale Kingsley
Donna Smith
Penny Wood

Seniors/Disabled Advisory Committee

Barry Elliot

Landfill Committee

Mike Trainor
Janet Gordanier
Rod Wood (Alternate)

OPP Board

Mike Garside
Barbara Church

This by-law rescinds By-Law No. 1415-24.

Read a first, second and third time and passed this 8th day of January 2025

Reeve Rodney Wood

Acting Clerk-Treasurer Sara Dinsdale



Clerk Report: 2025-01-08-04

Meeting Date: January 8, 2025

Subject: **CPI Increase, KM Rate, Vacation Policy/Overtime Policy**

Regular Council Meeting

Prepared by: Sara Dinsdale

2025 CPI Inflation

The CPI inflation increase for 2025 based on the November 2024 CPI rate is 1.9%. Wage scales and Council Honoraria have been adjusted to reflect the increase.

While working on the township's updated employment contracts with Ms. Blunt, Integrity Commissioner it came to my attention that our Working Conditions, Vacation Policy and Overtime Policy could use some updating and clarification in order to follow the current regulations of the Employment Standard Act (ESA). Below are items that I am suggesting updating as they are already included in the new employee contracts:

Vacation Pay/Time

Vacation pay is earned as a percentage of wages, while vacation time is a period of time off based on an employee's period of employment. Our Vacation Policy only states the entitlement of time (see attached current policy). According to ESA, the gross wages on which vacation pay is calculated includes:

- regular earnings, including commissions.
- bonuses and gifts that are non-discretionary or are related to hours of work;
- overtime pay;
- public holiday pay;
- termination pay;
- allowances for room and board; and
- domestic or sexual violence leave pay.

But do not include:

- vacation pay paid out or earned but not yet paid;
- tips or other gratuities;
- discretionary bonuses and gifts that are not related to hours of work, production or efficiency (e.g. a Christmas bonus unrelated to performance);
- expenses and traveling allowances;
- living allowances;
- contributions made by an employer to a benefit plan and payments from a benefit plan (e.g. sick pay) that an employee is entitled to;
- federal employment insurance benefits;
- severance pay.



I am suggesting that an amendment be made to the vacation policy to reflect a more accurate entitlement according to ESA. Even though each employee is entitled to certain weeks of vacation time, they are entitled to earn their vacation pay at a percentage of their gross earnings. Now that we are using a payroll software, it accurately calculates the vacation entitlement and tracks it accordingly. This means that at the end of the year, if the employee has taken their entitled vacation time off, they still may have some vacation pay left to be paid out OR they may owe some back in which case it would be deducted from their final paycheque. Below, please review some changes that I have indicated. The strikethroughs are what I am suggesting to be removed and highlights are what I am suggesting be added.

1. Full Time Employees: In addition to your salary, you are entitled to paid vacation time subject to the provisions of Part XI of the Employment Standards Act, 2000 as per the schedule below. Your vacation pay will be earned and accrued at the appropriate percentage as stated below.

- 1 to 5 years of service – an amount equal to **3 weeks' vacation/6% of your gross wages**
- 5 to 10 years of service – an amount equal to **4 weeks' vacation/8% of your gross wages**
- 10 to 15 years of service – an amount equal to **5 weeks' vacation/10% of your gross wages**
- 15 to 20 years of service – an amount equal to **6 weeks' vacation/12% of your gross wages**
- 20 years or more of service – an amount equal to **7 weeks' vacation/14% of your gross wages**

2. Part Time Employees: In addition to your salary, you are entitled to a payment on each pay cheque as per schedule below.

- 1 to 5 years of service - **6%** vacation pay
- 5 to 10 years of service - **8%** vacation pay
- 10 to 15 years of service - **10%** vacation pay
- 15 years to 20 years of service - **12%** vacation pay
- 20 years or more of service - **14%** vacation pay

3. The vacation year shall commence January 1st. of each year. Not more than 2 weeks' vacation may be taken at any one time. Exceptions may be approved at the discretion of Council. Special circumstances may arise where the Employee may draw from his/her accumulated vacation hours as approved by Council i.e. sickness.

4. Vacation Times:

A request must be submitted to Council one month prior to time of vacation period, **for vacation periods of one week or more**. Exceptions may be made to this time frame.

5. All unused vacation ~~time~~ **pay** will be paid out at the end of the calendar year. ~~at the regular rate of pay.~~

6. Exception: one week of vacation ~~time~~ **pay** may be carried forward to the next calendar year with approval of Council but must be used by June 30th. of that year or paid out at that time.

7. In recognition of the 'on call' responsibility that is part of the requirements of the Road Superintendent full-time position, ~~one week~~ **40 hours at regular rate of pay** will be allocated as 'on call pay' for the winter season, to either be paid out or taken as vacation.



Overtime

According to ESA, "Salaried employees are entitled to receive 1.5 times their regular rate in respect of each hour worked in excess of 44 in a work week (or other applicable threshold)."

Our current Overtime Policy (see attached) states that overtime is defined at over 8 hours in a single day or greater than 40 hours in a seven day week and is paid at a rate of 1.5 times the employee's wage rate. Although our overtime policy is very much appreciated and follows suite with the surrounding townships, I would like to recommend some adjustments to the wording throughout the policy to reflect a better understanding and a clearer perception, in accordance with ESA.

I realize that in previous years, the regular practice was to pay it out at the end of the year, however this is not clearly reflected in the policy. Although, all of our employees currently keep accurate time sheets, I would like to recommend that the policy state as per below:

#4. All overtime **will be paid on each pay cheque as earned or may be banked** and taken as time off, if workload permits.

#5 ...Special circumstances may arise where the Employee may draw from his/her accumulated overtime hours as approved by Council. i.e. sickness.

I am suggesting that this part of #5 be removed as it seems unnecessary. Since our payroll software tracks this accurately, I am suggesting that the Roads Department and office staff submit this request to the payroll administrator, (Clerk) and they can determine whether there is enough overtime/banked time/paid sick pay/vacation pay to accommodate the request. If the employee does not have the above, then it's customary that they would not be able to draw from it.

The new employee contracts also already state that if any paid time is to be taken before it is earned, and the employee's employment ends, then the amount owed will be paid back by reimbursement from their final pay cheque.

#7. Overtime records for the Roads Department will be provided to the Clerk and Submitted in a semi-annual report to Council. Overtime records for the Administration Department will be provided to Council on a monthly basis.

As per the requested change to #4 and #5, I am suggesting that this be changed to "overtime records for all departments will be submitted to the Clerk and provided to Council on a monthly basis".

This can be included in the description of payroll on the monthly payment voucher. This will make it easier to keep each month's payroll and bill payments organized.

I have also attached a draft of both the new vacation policy and overtime policy to reflect the above noted changes.

Mileage

By-law 1363-23; Remuneration By-law, states, "Members of Council and Municipal Employees, upon authorization of Council, shall be reimbursed at the rate of \$0.50 per kilometre for any kilometres travelled while acting in their capacity as Members of Council and Municipal Employees." Canada Revenue Agency has issued the mileage rate for 2025, effective January 1, 2025, to be 72 cents for the first 5000 kilometres and 66 cents thereafter.

I am suggesting that the reimbursement rate be increased to 72 cents per km in accordance with CRA.

Hilton Township Administration

From: InflationCalculator.ca <info@inflationcalculator.ca>
Sent: December 17, 2024 11:50 AM
To: Hilton Township Administration
Subject: New CPI & Inflation Rate is out for the month of November 2024

INFLATION CALCULATOR 

This is the latest Consumer Price Index and Inflation Rate data for Canada

lerie,

CPI & Inflation Rate was just released by Statistics Canada for the month of November 2024! Here is the latest inf
a table showing the CPI increases.

Monthly Inflation Rate: 0.0%
12-Month Inflation Rate: 1.9%
Consumer Price Index (CPI): 161.8

Table 1
Consumer Price Index, major components and special aggregates, Canada – Not seasonally adjusted

	Relative importance ^{1,2}	November 2023	October 2024	November 2024	October to November 2024	Not seasonally adjusted
	%	(2002=100)			% change	
All items	100.00	158.8	161.8	161.8	0.0	
Food	16.69	186.2	190.5	191.5	0.5	
Alcohol	29.15	177.1	184.8	185.3	0.3	
Retail operations, furnishings and equipment	13.01	130.9	131.2	130.0	-0.9	
Clothing and footwear	4.55	97.9	95.0	94.2	-0.8	
Recreation	16.90	168.5	169.9	170.4	0.3	
Online	4.09	221.1	220.0	220.1	0.0	
Health and personal care	5.23	147.4	151.9	151.6	-0.2	
Transportation, education and reading	10.27	128.1	127.5	126.9	-0.5	
Alcoholic beverages, tobacco products and recreational cannabis	4.20	193.0	198.0	198.3	0.2	
Major aggregates						
All items excluding food	83.31	153.8	156.6	156.4	-0.1	
All items excluding food and energy	76.30	149.3	152.4	152.2	-0.1	
All items excluding alcoholic beverages, tobacco products and smokers' supplies and recreational cannabis	95.80	157.7	160.7	160.7	0.0	
All items excluding energy	92.99	155.5	158.8	158.8	0.0	
All items excluding gasoline	95.91	156.6	159.7	159.7	0.0	
Energy ³	7.01	202.3	198.9	199.5	0.3	
Non-durable goods	45.29	144.2	144.2	144.2	0.0	
Durable goods	12.05	104.5	103.5	103.1	-0.4	
Semi-durable goods	7.27	104.9	103.7	103.0	-0.7	
Services	25.98	180.5	182.0	182.5	0.3	
Government services	54.71	173.1	179.0	179.1	0.1	

¹ 2023 Consumer Price Index (CPI) basket weights at April 2024 prices, Canada, effective with the May 2024 CPI. Percentages may not add up to 100% as a result of rounding.
² Special aggregate "energy" comprises electricity; natural gas; fuel oil and other fuels; gasoline; and fuel, parts and accessories for recreational vehicles.
³ (s): Tables 18-10-0004-01 and 18-10-0007-01.

For more and see a detailed breakdown in this post: <https://inflationcalculator.ca/the-consumer-price-index-stalls-in-october-2024-hits-1-9-y-o-y/>

This data was released on December 17, 2024, for the reference month of November 2024 by Statistics Canada.



Image From Our Sponsor

11b)vi)

THE CORPORATION OF THE TOWNSHIP OF HILTON

BY-LAW NO. 1388-23

Being a by-law effecting certain conditions for the good and welfare of the Employees and Officers of the Corporation.

WHEREAS the Municipal Act, 2001, Chapter 25, provides that a municipal council may pass by-laws effecting certain conditions for the good and welfare of the employees and officers of the Corporation;

AND WHEREAS the Council of the Corporation of the Township of Hilton deems it desirable and expedient to effect such conditions;

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

1. Definitions: That in this by-law:

“Corporation” means the municipal Corporation of the Township of Hilton.

“Salaried Employees” means the Clerk-Treasurer and Deputy Clerk-Treasurer and Road Superintendent.

“Hourly Rated Employees” means the Custodian, Road Vacation Relief, Equipment Operator, and Road/Parks/Cemetery Labourer.

2. Office Hours: The Municipal Office shall be open to the Public on Monday, Wednesday and Friday from 9:00 a.m. to 4:30 p.m. In the event the office must be closed during these designated open hours, notice to that effect indicating time of re-opening shall be posted in a conspicuous place. The Clerk shall conduct regular business on Tuesday and Thursday from 9:00 a.m. to 4:30 p.m. except for having the office open to the Public.

3. Vacations: As per Schedule “A” attached.

4. Statutory Holidays: The following Statutory Holidays shall be granted to Salaried Employees with pay at the regular rate when such holidays fall on a regular working day, subject to the provisions of Part X of the Employment Standards Act, 2000.

- | | |
|-------------------|----------------------|
| i) New Year’s Day | vii) Civic Holiday |
| ii) Family Day | viii) Labour Day |
| iii) Good Friday | ix) Thanksgiving Day |
| iv) Easter Monday | x) Remembrance Day |
| v) Victoria Day | xi) Christmas Day |
| vi) Canada Day | xii) Boxing Day |

Salaried and hourly rated employees shall also be paid one and one-half times regular pay rate if required to work on any of the above holidays.

5. Overtime: As per Schedule “B” attached.

6. Cost-of-Living Adjustment: The wage scale in effect for all municipal staff shall be adjusted in January of each year to reflect the percentage change of the Consumer Price Index as of November 30th of the prior year. Any change of 5% or more will be addressed by Council before the change is implemented.

THE CORPORATION OF THE TOWNSHIP OF HILTON


BY-LAW NO. 1388-23 (Continued)

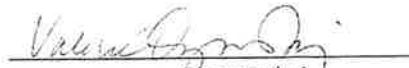
- 7. Personal Day Credits: Personal Day credits shall be accrued by Salaried Employees at the rate of one day per month at regular pay, not cumulative beyond any one calendar year. Unused Personal Day credits shall be paid out at regular pay at the end of each calendar year to a maximum of seven days.
- 8. Pension Plan: The Corporation agrees to enroll continuous full-time employees in the Ontario Municipal Employees Retirement System (OMERS). As of January 1, 2023, all non-full-time employees must also be provided with the opportunity to enroll in OMERS.
- 9. Bereavement Leave: In the event of a death in the immediate family of the employee, Salaried Employees shall be entitled to five consecutive days bereavement leave with pay at the regular rate.

Immediate family shall include spouse, parents on both sides, grandparents on both sides, brothers and sisters on both sides, and own children.
- 10. Travelling Expenses: The Reeve, Councillors and all employees while travelling on Township business to conventions, conferences or seminars, shall receive travelling and hotel allowances set at the time of authorization of the travel.
- 11. Group Insurance Plan: Eligible employees shall be covered by a Group Insurance Plan presented through Equitable Life of Canada and 100% of the premiums will be paid by the Corporation.
- 12. Schedules "A" and "B" attached hereto form part of this by-law.
- 13. This By-law hereby rescinds By-law No. 1361-23.

This by-law shall come into force on January 1, 2024.

READ a first, second and third and final time this 6th day of September, 2023.


 REEVE - Rodney Wood


 CLERK - Valerie Obarymskyj

Schedule "A" to By-law No. 1388-23

TOWNSHIP OF HILTON
Vacation Policy – Amended
2023

1. **Full Time Employees:** In addition to your salary, you are entitled to paid vacation as per schedule below.
 - 1 to 5 years of service – an amount equal to **3 weeks**
 - 5 to 10 years of service – an amount equal to **4 weeks**
 - 10 to 15 years of service – an amount equal to **5 weeks**
 - 15 to 20 years of service – an amount equal to **6 weeks**
 - 20 years or more of service – an amount equal to **7 weeks**

2. **Part Time Employees:** In addition to your salary, you are entitled to a payment on each paycheque as per schedule below.
 - 1 to 5 years of service – **6% vacation pay**
 - 5 to 10 years of service – **8% vacation pay**
 - 10 to 15 years of service – **10% vacation pay**
 - 15 years to 20 years of service – **12% vacation pay**
 - 20 years or more of service – **14% vacation pay**

3. The vacation year shall commence January 1st. of each year. Not more than 2 weeks vacation may be taken at any one time. Exceptions may be approved at the discretion of Council. Special circumstances may arise where the Employee may draw from his/her accumulated vacation hours as approved by Council i.e. sickness.

4. **Vacation Times:**
A request must be submitted to Council one month prior to time of vacation period. Exceptions may be made on this time frame.

5. All unused vacation time will be paid out at the end of the calendar year at the regular rate of pay.

6. Exception: one week of vacation time may be carried forward to the next calendar year with approval of Council but must be used by June 30th. of that year or paid out at that time.

7. In recognition of the 'on call' responsibility that is part of the requirements of the Road Superintendent full time position, one week will be allocated as 'on call pay' for the winter season, to either be paid out or taken as vacation.

Schedule "B" to By-law No. 1388-23

TOWNSHIP OF HILTON
Overtime Policy - Amended
2023

1. Overtime is defined at over 8 hours in a single day or greater than 40 hours in one seven day week. Overtime is paid at a rate of 1.5 times the employee's wage rate.
2. Overtime by staff will only be considered as overtime when the employee works at least one hour or more.
3. Overtime can only be claimed by the:
 - Office Staff :
 - a) Daily work schedule where required as determined by Clerk
 - Roads Staff:
 - a) Weather related overtime at the discretion of the Road Superintendent.
 - b) Daily work schedule where required as determined by Road Superintendent.
4. All overtime may be taken as time off, if work load permits. This is with approval of Council, and ensuring that the department is staffed appropriately.
5. Not more than 2 weeks of overtime may be taken at any one time. Exceptions may be approved at the discretion of Council. Special circumstances may arise where the Employee may draw from his/her accumulated overtime hours as approved by Council i.e. sickness.
6. Any accumulated overtime will be paid at the end of the calendar year. Overtime will not be carried over to the next year.
7. Overtime records for the Roads Department will be provided to the Clerk and submitted in a semi-annual report to Council. Overtime records for the Administration Department will be provided to Council on a monthly basis.

Schedule "A" to By-law No. 1388-23

TOWNSHIP OF HILTON
Vacation Policy – Amended
2025

1. Full Time Employees: In addition to your salary, you are entitled to paid vacation time, subject to the provisions of Part XI of the Employment Standards Act, 2000 as per the schedule below. Your vacation pay will be earned as a percentage of your eligible gross earning and accrued at the appropriate percentage as stated below.
 - 1 to 5 years of service: **3 weeks' vacation/6% of your gross wages**
 - 5 to 10 years of service: **4 weeks' vacation/8% of your gross wages**
 - 10 to 15 years of service: **5 weeks' vacation/10% of your gross wages**
 - 15 to 20 years of service: **6 weeks' vacation/12% of your gross wages**
 - 20 years or more of service: **7 weeks' vacation/14% of your gross wages**

2. Part Time Employees: In addition to your salary, you are entitled to a payment on each paycheque as per schedule below:
 - 1 to 5 years of service: **6% vacation pay**
 - 5 to 10 years of service: **8% vacation pay**
 - 10 to 15 years of service: **10% vacation pay**
 - 15 years to 20 years of service: **12% vacation pay**
 - 20 years or more of service: **14% vacation pay**

3. The vacation year shall commence January 1st. of each year. Not more than 2 weeks vacation may be taken at any one time. Exceptions may be approved at the discretion of Council. Special circumstances may arise where the Employee may draw from his/her accumulated vacation hours as approved by Council i.e. sickness.

4. Vacation Times:
A request must be submitted to Council one month prior to time of vacation period, for vacation periods of one week or more. Exceptions may be made on this time frame.

5. All unused vacation pay will be paid out at the end of the calendar year at the regular rate of pay.

6. Exception: one week of vacation pay may be carried forward to the next calendar year with approval of Council but must be used by June 30th. of that year or paid out at that time.

7. In recognition of the 'on call' responsibility that is part of the requirements of the Road Superintendent full time position, 40 hours at regular rate of pay will be allocated as 'on call pay' for the winter season, to either be paid out or taken as vacation.

Schedule "B" to By-law No. 1388-23

TOWNSHIP OF HILTON

Overtime Policy - Amended

2025

1. Overtime is defined as over 8 hours in a single day or greater than 40 hours in one seven day week. Overtime is paid at a rate of 1.5 times the employee's wage rate.
2. Overtime by staff will only be considered as overtime when the employee works at least one hour or more.
3. Overtime can only be claimed by the:
 - Office Staff:
 - a) Daily work schedule where required as determined by Clerk
 - Roads Staff:
 - a) Weather related overtime at the discretion of the Road Superintendent.
 - b) Daily work schedule where required as determined by Road Superintendent.
4. All overtime will be paid on each pay cheque as earned or may be banked and taken as time off if, workload permits and ensuring that the department is staffed appropriately.
5. No more than 2 weeks of overtime may be taken at any one time. Exceptions may be approved at the discretion of Council
6. Any accumulated overtime will be paid at the end of the calendar year. Overtime will not be carried over to the next year.
7. Overtime records for all departments will be submitted to the Clerk and provided to Council on a monthly basis.

THE CORPORATION OF THE TOWNSHIP OF HILTON

BY-LAW NO. 1443-25

Being a by-law respecting remuneration and expenses and payment thereof to Members of Council and Municipal Employees of the Corporation of the Township of Hilton.

WHEREAS Section 283 of the Municipal Act, 2001, authorizes a municipality to pay remuneration and expenses to the Members of its Council and Employees of the municipality;

AND WHEREAS the Council of the Corporation of the Township of Hilton deems it necessary and expedient to establish wage scales and rates respecting remuneration and expenses and payment thereof to its Members of Council and Municipal Employees;

AND WHEREAS the Council of the Corporation of the Township of Hilton approved amending the wage scale yearly as per the November CPI:

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

1. **Remuneration:**

Remuneration for the Clerk-Treasurer-Administrator, Deputy Clerk-Treasurer, Deputy Treasurer, Road Superintendent, Labourer, and Equipment Operator is set out below and in accordance with the attached wage scale referred to as Schedule "A":

Remuneration for Members of Council is set out as follows:

- i) Reeve:
 - \$200/Month
 - \$200/Special Council Meeting
 - \$126 /All Day Seminar
 - \$63/Committee Meeting

- ii) Councillors:
 - \$168/Month
 - \$168/Special Council Meeting
 - \$126/All Day Seminar
 - \$63/Committee Meeting

2. Schedule "A" forms part of this by-law.

3. **Expenses:**

Mileage:

All Members of Council and Municipal Employees, upon authorization of Council, shall be reimbursed at the rate of \$0.72 per kilometre for any kilometres travelled while acting in their capacity as Members of Council and Municipal Employees.

4. Where the provisions of any other by-law, resolution or action of Council are inconsistent with the provisions of this by-law, the provisions of this by-law shall prevail.

5. By-Law No. 1404-24 is hereby rescinded.

READ a first, second and third time and finally passed in Open Council this 8th day of January 2025.

REEVE – Rodney Wood

ACTING CLERK – Sara Dinsdale

Wage Scale 2025- 1.9% increase from 2024

Full Time Permanent Positions

	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8	Level 9	Level 10
1.019										
Clerk-Treasurer										
2024 annual rate	\$ 62,414.40	\$ 64,286.84	\$ 66,218.53	\$ 68,202.01	\$ 70,312.83	\$ 72,418.51	\$ 74,591.21	\$ 76,829.28	\$ 78,576.53	\$ 81,510.14
2025 annual rate	\$63,600.27	\$65,508.29	\$67,476.68	\$69,497.85	\$71,648.77	\$73,794.46	\$76,008.44	\$78,289.04	\$80,069.48	\$83,058.83
2024 hourly rate	\$ 30.01	\$ 30.91	\$ 31.84	\$ 32.79	\$ 33.80	\$ 34.82	\$ 35.86	\$ 36.94	\$ 37.78	\$ 39.19
2025 hourly rate	\$ 30.58	\$ 31.49	\$ 32.44	\$ 33.41	\$ 34.45	\$ 35.48	\$ 36.54	\$ 37.64	\$ 38.49	\$ 39.93

Road Superintendent										
2024 annual rate	\$ 62,414.40	\$ 64,286.84	\$ 66,218.53	\$ 68,202.01	\$ 70,312.83	\$ 72,418.51	\$ 74,591.21	\$ 76,829.28	\$ 78,576.53	\$ 81,510.14
2025 annual rate	\$63,600.27	\$65,508.29	\$67,476.68	\$69,497.85	\$71,648.77	\$73,794.46	\$76,008.44	\$78,289.04	\$80,069.48	\$83,058.83
2024 hourly rate	\$ 30.01	\$ 30.91	\$ 31.84	\$ 32.79	\$ 33.80	\$ 34.82	\$ 35.86	\$ 36.94	\$ 37.78	\$ 39.19
2025 hourly rate	\$ 30.58	\$ 31.49	\$ 32.44	\$ 33.41	\$ 34.45	\$ 35.48	\$ 36.54	\$ 37.64	\$ 38.49	\$ 39.93

Deputy Clerk										
84% of Clerk's Wages										
2024 annual rate	\$ 52,428.10	\$ 54,000.95	\$ 55,623.57	\$ 57,289.69	\$ 59,062.78	\$ 60,831.55	\$ 62,656.62	\$ 64,536.60	\$ 66,004.29	\$ 68,468.52
2025 annual rate	\$53,424.23	\$55,026.96	\$56,680.41	\$58,378.19	\$60,184.97	\$61,987.35	\$63,847.09	\$65,762.79	\$67,258.37	\$69,769.42
2024 Hourly Rates	\$ 25.21	\$ 25.96	\$ 26.74	\$ 27.54	\$ 28.40	\$ 29.25	\$ 30.12	\$ 31.03	\$ 31.73	\$ 32.92
2025 hourly rate	\$ 25.68	\$ 26.46	\$ 27.25	\$ 28.07	\$ 28.94	\$ 29.80	\$ 30.70	\$ 31.62	\$ 32.34	\$ 33.54

Labourer										
2024 annual rate	\$ 42,470.50	\$ 43,744.62	\$ 45,056.96	\$ 46,408.74	\$ 47,845.07	\$ 49,277.90	\$ 50,756.34	\$ 52,279.26	\$ 53,847.78	\$ 55,464.39
2025 annual rate	\$43,277.44	\$44,575.77	\$45,913.04	\$47,290.51	\$48,754.12	\$50,214.18	\$51,720.71	\$53,272.56	\$54,870.88	\$56,518.21
2024 Hourly Rates	20.42	21.03	21.66	22.31	23.00	23.69	24.40	25.13	25.89	26.67
2025 hourly rate	\$ 20.81	\$ 21.43	\$ 22.07	\$ 22.74	\$ 23.44	\$ 24.14	\$ 24.87	\$ 25.61	\$ 26.38	\$ 27.17

Equip Operator										
2024 annual rate	\$ 48,261.93	\$ 49,709.80	\$ 51,201.09	\$ 52,737.20	\$ 54,369.39	\$ 55,997.61	\$ 57,677.65	\$ 59,408.24	\$ 61,190.65	\$ 63,027.71
2025 annual rate	\$49,178.91	\$50,113.31	\$52,173.91	\$53,739.21	\$55,402.41	\$57,061.57	\$58,773.53	\$60,537.00	\$62,353.28	\$64,225.24
2024 Hourly Rates	\$ 23.20	\$ 23.90	\$ 24.62	\$ 25.35	\$ 26.14	\$ 26.92	\$ 27.73	\$ 28.56	\$ 29.42	\$ 30.30
2025 hourly rate	\$ 23.64	\$ 24.09	\$ 25.08	\$ 25.84	\$ 26.64	\$ 27.43	\$ 28.26	\$ 29.10	\$ 29.98	\$ 30.88

THE CORPORATION OF THE TOWNSHIP OF HILTON

BY-LAW NO. 1444-25

Being a by-law for establishing tax ratios for the Township of Hilton for the year 2025.

WHEREAS pursuant to the Municipal Act, 2001, c. 25, Section 308(4), the Council of a municipality shall pass a by-law establishing the tax ratios for the year for the municipality.

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

1. The tax ratios for the municipality are as follows:

Residential/Farm	1.000000
Multi-Residential	1.000000
Commercial	1.217400
Industrial	1.100000
Aggregate Extraction	0.895077
Farmlands	0.250000
Managed Forests	0.250000

Read a first, second and third time and finally passed this 8th day of January 2025.

Reeve Rodney Wood

Acting Clerk-Treasurer Sara Dinsdale

THE CORPORATION OF THE TOWNSHIP OF HILTON
BY-LAW NO. 1445-25

Being a by-law to provide for an interim tax levy and for the payment of taxes and for penalty and interest of 1.25% percent per month after the due date.

WHEREAS Section 317 of The Municipal Act, 2001 provides that the Council of a local municipality may, in 2025, before the adoption of the estimate for the year, pass a by-law to levy on the whole of the assessment for all property in the local municipality ratable for local municipality purposes according to the last revised assessment roll, a sum not to exceed that which would be produced by applying the prescribed percentage (or 50 percent if no percentage is otherwise prescribed) of the total 2024 tax rate,

Now THEREFORE the Council of the Corporation of the Township of Hilton enacts as follows:

1. An interim tax levy of **0.00517933** tax rate is hereby imposed and levied on the whole of the assessment for real property in the Residential/Farm and Multi-Residential classes according to the last revised assessment roll.
2. An interim tax levy of **0.00977400** tax rate is hereby imposed and levied on the whole of the assessment for real property in the Commercial Occupied classes according to the last revised assessment roll.
3. An interim tax levy of **0.00816180** tax rate is hereby imposed and levied on the whole of the assessment for real property in the Commercial Vacant classes according to the last revised assessment roll.
4. An interim tax levy of **0.00925576** tax rate is hereby imposed and levied on the whole of the assessment for real property in the Industrial Occupied classes according to the last revised assessment roll.
5. An interim tax levy of **0.00755624** tax rate is hereby imposed and levied on the whole of the assessment for real property in the Industrial Vacant classes according to the last revised assessment roll.
6. An interim tax levy of **0.00507576** tax rate is hereby imposed and levied on the whole of the assessment for real property in the Aggregate Extraction classes according to the last revised assessment roll.
7. An interim levy of **0.00129483** tax rate is hereby imposed and levied on the whole of the assessment for real property in the Farmland classes according to the last revised assessment roll.
8. An interim levy of **0.00129483** tax rate is hereby imposed and levied on the whole of the assessment for real property in the Managed Forest classes according to the last revised assessment roll.
9. The said interim levy shall become due and payable on February 28, 2025.
10. On all taxes of the interim levy, which are in default on the 1st day of March 2025, a penalty of 1.25 percent shall be added and thereafter a penalty of 1.25 percent per month will be added on the first day of each and every month the default continues, until December 31, 2025.
11. (a) On all taxes of the interim tax levy in default on January 1st, 2026, interest shall be added at the rate of 1.25% per month for each month or fraction thereof of default.
(b) On all other taxes in default on January 1st, 2026, interest shall be added at the rate of 1.25 percent per month or fraction thereof, and all by-laws inconsistent with this policy are hereby rescinded.

THE CORPORATION OF THE TOWNSHIP OF HILTON
BY-LAW NO. 1445-25

12. Penalties and interest added on all taxes of the interim tax levy in default shall become due and payable and shall be collected forthwith as if the same had originally been imposed and formed part of such unpaid interim tax levy.
13. The collector may mail or cause the same to be mailed to the residence or place of business of such person indicated on the last revised assessment roll, a written or printed notice specifying the amount of taxes payable.
14. That taxes are payable at the Township of Hilton Municipal Office; at a select number of banking institutions via electronic payment, by e-transfer or by cheque mailed to 2983 Base Line, Hilton Beach, Ontario, P0R 1G0.

Read a first, second and third time and finally passed this 8th day of January 2025.

Reeve Rodney Wood

Acting Clerk-Treasurer Sara Dinsdale



FEE SCHEDULE 2025

Hourly Rate: \$275.00/hour

Telephone Consultation /Responding to Questions Via Telephone or Email:
Minimum fee of 20 minutes time: \$91.65

Employment Law Services:
If requested by client, services are subcontracted from Kimberly Pepper, Hicks Morley Hamilton Stewart Storie LLP

Projects: Costs for projects (i.e. reviews, reports, strategic planning) may be estimated in a lump sum with fees determined based on nature of assignment, research required and time requirements.

Workshops/Training: Fees to be determined with client and will include research and development of materials, presentation, and disbursements.

Integrity Commissioner:
The hourly rate of \$75.00 is charged.
If required for services, municipal Legal services are sub-contracted (John Hart, of Ritchie. Ketcheson, Hart & Biggart LLP) and charged at the rate set by law firm.

Disbursements: Separately invoiced at cost and may include items such as:

- Courier fees, Supplies.
- Travel expenses (gas, air fare, taxi, car rental, etc.), meals and accommodation expenses for out-of-town assignments.
- Mileage charged \$.70/km.

- Notes:**
1. HST at 13% (Unless client is a First Nation and is HST exempt)
 2. Hourly fee is charged for one-way travel time.
 3. Accounts are invoiced at least monthly (Travel by air invoiced as expenses incurred) and depending on the project, they could be invoiced partially at the beginning of the project and periodically throughout the project as various components of work are completed.
 4. Payment is due upon receipt of invoice.
 5. Services cancelled with less than 24 hours' notice are subject to payment of full fees and any disbursements incurred that cannot be reversed.
 6. Note: Annual Fees subject to increases. Increases occur in January each year.

December 16th, 2024

Hilton Township
2983 Base Line
Hilton Beach, Ontario P0R 1G0
Tel: 705-246-2472

Attention: Sara Dinsdale, Clerk/Treasurer

Dear Sara,

Re: Proposed Wireless Communication Site: C4444 Hilton Beach

On behalf of Rogers Communication Inc. (“Rogers”), I would like to submit for your review and consideration a summary of the municipal and public consultation process for the purpose of issuing a statement of concurrence concerning a proposed wireless communication site to be located South of Hwy 548 at K-Line Rd., Hilton.

Project Description & Proposed Location

Rogers is constantly improving and expanding its infrastructure to meet the ever-growing demand for high-quality reliable wireless voice and data services. The proposed site is needed to improve our wireless voice and data services in the community.

The proposed wireless communication installation consists of a 90m guyed communication tower and a walk-in equipment cabinet located within an enclosed compound.

Municipal & Public Consultation Process

Rogers is regulated and licensed by Innovation, Science and Economic Development Canada (ISED, formerly Industry Canada) to provide inter-provincial wireless voice and data services. As a federal undertaking, Rogers is required by ISED to consult with land-use authorities in siting tower locations. The consultation process established under ISED’s authority is intended to allow the local land-use authorities the opportunity to address land-use concerns while respecting the federal government’s exclusive jurisdiction in the siting and operation of wireless and data systems.

The provisions of the Ontario Planning Act and other municipal by-laws and regulations do not apply to federal undertakings. Rogers is, however, required to follow established and documented wireless protocols or processes set forth by land-use authorities.

Rogers submitted an Application for an Antenna System to Hilton Township via email on November 7th, 2024 for a wireless communications installation to be located South of Hwy 548 at K-Line Rd., Hilton.

Hilton Township has not developed a protocol relevant for establishing telecommunication facilities in the Township and as a result, Rogers is following Innovation, Science and Economic Development

(ISED) Canada’s CPC-2-0-03 Default Protocol as it pertains to the public notification and consultation required for communication towers.

Rogers provided the attached Public Notification Package to the Township to mail to the property owners within the required 338.7m radius of the proposed installation. The notice was issued by regular mail on November 12th, 2024. The notice described the proposal and invited comments by mail, electronic mail, or phone before 5pm on December 15th, 2024.

A newspaper ad was also published in the November 14th, 2024 edition of Island Clippings, notifying the public of the proposal and inviting residents to provide comments within 30 days of the notice.

One comment was received from the public, and it was a note of strong support.

Rogers has now fulfilled all circulation requirements under ISED’s Default Protocol as they pertain to the proposed new communication site to be located on a property South of Hwy 548 at K-Line Rd., Hilton.

Rogers has followed all the necessary steps in accordance with the Default Protocol’s guidelines by:

- consulting with the land-use authority;
- advising the public of our proposal;
- addressing all reasonable and relevant concerns pertaining to our proposal; and
- keeping and producing all associated communications to ISED and the land-use authority.

Conclusion

Rogers takes concerns or suggestions expressed by the public as important elements to our proposal. As a result of the consultation process, one comment was received from the public, indicating support of improved infrastructure on St. Joseph Island in general.

Rogers feels that the proposed site is well located to provide improved wireless voice and data services in the targeted area. The proposed site is also situated and designed to have minimal impact on surrounding land uses.

Request for Concurrence

Rogers has now fulfilled all the requirements under ISED’s Default Protocol as they pertain to the proposed new telecommunications site.

In order to conclude this land-use consultation and meet ISED’s requirements, Rogers Communications Inc. respectfully requests that our proposal be considered complete and that Hilton Township move forward with the assessment of the process Rogers has undertaken to date.

Rogers also requests that Hilton Township issue a formal Letter of Concurrence to Rogers with a copy to ISED in order to permit Rogers to move forward with the installation of the proposed wireless communication site.

Yours Truly,

Christian Lee, Site Acquisition Specialist
On behalf of Rogers Communications Inc., Network Implementation
(613) 799-9900

126)

INCORPORATED VILLAGE OF HILTON BEACH

3100 BOWKER STREET, P.O. BOX 25
HILTON BEACH, ONTARIO – P0R 1G0

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

E-MAIL: info@hiltonbeach.com
WEBSITE: www.hiltonbeach.com

December 12, 2024

Township of Hilton Beach
P.O Box 205
Hilton Beach, ON
P0R 1G0

ATTN: Reeve and Councillors
RE: Hilton Beach Community Hall

Good day,

The Village of Hilton Beach Council met on December 11th and as part of the meeting there was discussion about the Community Hall Kitchen Renovations. It was decided to create a new Community Hall Kitchen Committee in 2025. This Committee will meet and assess the needs and develop goals which in turn will help determine the funds needed for the kitchen. Those recommendations will be given to council for decision-making.

We would like to extend an invitation for one of your members to join the Community Hall Kitchen Committee and be part of moving this big project forward to completion.

If you have any questions, please contact the Village's municipal office.

Thank you for your consideration and await a favourable reply.

Sincerely,



Myra Eddy
Village of Hilton Beach

**Ministry of
Municipal Affairs
and Housing**

Office of the Minister

777 Bay Street, 17th Floor
Toronto ON M7A 2J3
Tel.: 416 585-7000

**Ministère des
Affaires municipales
et du Logement**

Bureau du ministre

777, rue Bay, 17^e étage
Toronto (Ontario) M7A 2J3
Tél. : 416 585-7000



234-2024-5801

December 12, 2024

Dear Head of Council,

I am pleased to inform you of the introduction of the proposed Municipal Accountability Act, 2024 on December 12, 2024, which, if passed, would make changes to the *Municipal Act, 2001* and *City of Toronto Act, 2006* to strengthen the municipal code of conduct and integrity commissioner framework.

I appreciate the valuable feedback we have received from municipalities and share your commitment to safe and respectful workplaces. The proposed changes, if passed, would:

- enable the creation of a standard municipal code of conduct and standard municipal integrity commissioner investigation processes to help ensure consistency across all Ontario municipalities;
- create a role for the Integrity Commissioner of Ontario in municipal code of conduct and integrity commissioner matters, including providing training to municipal integrity commissioners; and
- establish a mechanism to remove and disqualify members of council and certain local boards for a period of four years for the most serious code of conduct violations following a recommendation from the local integrity commissioner, a concurring report from the Integrity Commissioner of Ontario, and a unanimous vote of council.


In the coming months, I will want to hear your feedback on the Bill as well as other matters regarding local accountability regimes. I look forward to seeing many of you at the upcoming Rural Ontario Municipal Association conference, where we will have the opportunity to discuss these changes and other matters of importance to your communities.

If passed, important work to develop the regulations to support this new framework would lie ahead, and I remain committed to engaging with you throughout that process. Our intention is to have these changes in effect for the new term of councils beginning in Fall 2026 to ensure there is adequate opportunity for local implementation.

For more information on these amendments, please see the [news release](#). To share your comments on the proposed legislation, please see a posting on the [Regulatory Registry](#) that will be open for comments for 60 days.

If you have any questions regarding these new provisions, please contact your local [Municipal Services Office](#) with the Ministry of Municipal Affairs and Housing.

Sincerely,

A handwritten signature in black ink, appearing to read 'Paul Calandra', written over a light blue circular stamp.

Hon. Paul Calandra
Minister of Municipal Affairs and Housing

- c: Jessica Lippert, Chief of Staff
- Owen Macri, Deputy Chief of Staff
- Martha Greenberg, Deputy Minister
- Caspar Hall, Assistant Deputy Minister, Local Government Division
- Sean Fraser, Assistant Deputy Minister, Municipal Services Division
- Municipal Clerks and CAOs

CORPORATION OF THE TOWNSHIP OF HILTON
Payment Voucher December 2024

13a)

NAME	DESCRIPTION	AMOUNT	CHEQUE #
CANADA REVENUE AGENCY	November Source Deductions	5,307.04	14057
Algoma District Services Admin Board	December Levy	27,052.50	14058
Algoma District School Board	4th quarter Education Taxes	34,599.98	14059
David Scagel	Christmas Thank-You	100.00	14060
Kevin Morris	Christmas Thank-You	100.00	14061
Shirley Pollack	Christmas Thank-You	200.00	14062
Penny Wood	Christmas Thank-You	100.00	14063
North Shore Sentinel	Job Advertisement	160.62	14064
Wanita Barber	Christmas Thank-You	100.00	14065
Lyons TIM-BR Mart	Shop tool/shop door handles	89.76	14066
All Star Trophies	Retirement Plaque	62.09	14067
Michael Jagger	Consultant Services Oct 1-Nov 30, 2024	148.31	14068
Tulloch Engineering Inc	Consultations-Nov 1-30, 2024	51.98	14069
Co-Op	Fuel	1,394.54	14070
McDougall Energy Inc.	Tank Rental	84.75	14071
Gilbertson Enterprises	Sand-delivered	4,700.80	14072
Wanita Barber	December Cleaning Contract	120.00	14073
Robert Hope	Fire Volunteer Honorarium	530.66	14074
Dan See	Fire Volunteer Honorarium	594.34	14075
Jeff Allen	Fire Volunteer Honorarium	382.08	14076
Lyndon Garside	Fire Volunteer Honorarium	530.66	14077
Mike Garside	Fire Volunteer Honorarium	573.11	14078
David Scagel	Fire Volunteer Honorarium	658.00	14079
Connor Norfolk	Fire Volunteer Honorarium	212.26	14080
Jim Stevens	Fire Volunteer Honorarium	360.85	14081
Steve Strum	Fire Volunteer Honorarium	318.41	14082
Mike Fischer	Fire Volunteer Honorarium	339.63	14083
Garside, Mike	2024 Council Honorarium	5,082.67	14084
Dave Leask	2024 Council Honorarium	4,490.89	14085
EncompassIT.ca	It Support	67.24	AFT-Dec 10
Scotiabank	Pick up gas, Rd's Cell	276.97	EFT Conf #207349
BDO Dunwoody LLP	Professional accounting services	1,209.10	EFT conf#206862
Linde Canada Inc.	Shop supplies	347.93	EFT conf#206864
Mike Trainor	December Council Honorarium	330.00	EFT Dec Honoraria
Rodney Wood	December Council Honorarium	423.00	EFT Dec Honoraria
See, Dan	December Deputy Chief Honorarium	150.00	EFT December
Hope, Robert	December Fire Chief Honorarium	200.00	EFT-Dec 13
Janet Gordanier	December Council Honorarium	330.00	EFT-December
Payroll	Dec 1-15, 2024 payroll	6,578.51	PP Dec 1-15
Dinsdale, Sara Anne	Dec 16-31, 2024 payroll	6,604.41	PP Dec 16-31
End of Year Pay-Outs	Vacation, On-Call Pay, Personal day payouts	9,674.69	Vaca, Personal Pay
Equitable Life	Dec 1-31, 2024 premiums & adjustments for Oct, Nov	3321.56	auto payment
Northern Credit Union	Pick up gas, New Rd's Cell, postage, Rd's garage signage, Rds stationary supplies, job add with Sootoday, Internet, Sage Yearly Subscription	3668.3	online bill payment
TOTAL:		121,627.64	