#### THE CORPORATION OF THE TOWNSHIP OF HILTON

#### AGENDA

Regular Meeting of Council February 12, 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
- Delegations: none
- 5. Approval of Minutes:
  - a) Regular meeting of January 8, 2025b) Closed meeting of January 8, 2025
- 6. Roads:
  - a) Road Superintendent updates
  - b) Resolution for amalgamated tender requirements for 2025
- 7. Fire/Emergency Management:
  - a) Clerk report:
    - 1) Fire Board Meeting Dates 2025
    - 2) Fire Protection Grant
    - 3) Fire Department access to council chambers after hours

  - b) Quote for 2025 CEMC servicesc) Appointment of CEMC for 2025 by-law 1447-25
- 8. Building/By-Law Enforcement a) Enter into Public Meeting

  - Tulloch Invoices costs vs fees-2024 only for review
  - c) Building permit fees history for review
  - d) First reading of By-Law 1448-25; Fees and Charges
- 9. Planning:
  - a) Application to Purchase Portion of Shore Road Allowance
- 10. Cemetery:
  - a) Final Cemetery by-law 1449-25-Approved by BAO
- 11. Administration:
  - a) 2025 Appointment By-Law 1450-25-rescinds 1442-25
  - b) 2024 Remuneration Report
  - c) Clerk Report and info regarding security system
  - d) Draft-Amendment to parking by-law (including previous by-law for reference/comparison)
- 12. Correspondence:
  - a) Report of the Integrity Commissioner-January 1 December 2024
  - b) Matthew's Memorial Hospital Association donation request

  - c) Crime Stoppers donation request
    d) Memo re landfill committee meeting for 2025
  - e) Allemano & Berlingieri Lawyers- 2024 Summary (i: Short Term Rentals, ii: Cemetery, iii: General)
- 13. Expenditures
  - a) January 2025 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) (b) Personal Matters about an identifiable individual, Section (2) (c) Acquisition or disposition of land and section (2) (d) labour relation or employee negotiation

- 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
January 8, 2025
7:00 p.m.

Present:

Deputy Reeve:

Dave Leask

Councillors:

Janet Gordanier Mike Garside Mike Trainor

Acting Clerk Treasurer: Sara Dinsdale

Road Superintendent/Public Works Foreman: Leonard Bringleson

Absent: Rodney Wood

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

There were no declarations of pecuniary interest.

There were no delegations.

Resolution 2025-01 Moved: Mike Trainor Seconded: Mike Garside

BE IT RESOLVED THAT THE COUNCIL OF THE TOWNSHIP OF HILTON does accept the agenda for January 8, 2025, as presented. \*CARRIED\*

Resolution 2025-02 Moved: Mike Garside Seconded: Janet Gordanier

BE IT RESOLVED THAT THE COUNCIL OF THE TOWNSHIP OF HILTON does approve the minutes of the regular council meeting of December 4, 2024. \*CARRIED\*

Resolution 2025-03 Moved: Janet Gordanier Seconded: Mike Garside

BE IT RESOLVED THAT THE COUNCIL OF THE TOWNSHIP OF HILTON does approve the minutes of the closed council meeting of December 4, 2024. \*CARRIED\*

Resolution 2025-04 Moved: Mike Trainor Seconded: Janet Gordanier

BE IT RESOLVED THAT THE COUNCIL OF THE TOWNSHIP OF HILTON does approve the minutes of the special council meeting of December 5, 2024. \*CARRIED\*

Resolution 2025-05 Moved: Janet Gordanier Seconded: Mike Trainor

BE IT RESOLVED THAT THE COUNCIL OF THE TOWNSHIP OF HILTON does approve the minutes of the closed council meeting of December 5, 2024. \*CARRIED\*

Road Superintendent Leonard Bringleson's roads update included two new tires and rims were recently purchased for the plow and that engineered drawings are in process for the new sand dome project. Mr. Bringleson mentioned that the amalgamated tenders will be presented for discussion at a later date. Mr. Bringleson requested that he enroll into a Trappers course that is starting in the spring. He mentioned that the course would allow him to deal with nuisance beaver on his own rather than hire someone to deal with them.

## CORPORATION OF THE TOWNSHIP OF HILTON MINUTES – January 8, 2025

Mr. Bringleson also presented information on plow blades that he researched. Comparison between the current blades and the new ones were presented. Mr. Bringleson explained that his research shows savings of approximately \$1000/year over five years.

Council asked about the gates that were supposed to be installed at the Grace United Cemetery. Mr. Bringleson explained that they were on back order, and they have recently arrived at the supplier's. Pick up of the gates is planned for upcoming days.

Resolution 2025-06 Moved: Mike Garside Seconded: Mike Trainor

BE IT RESOLVED THAT THE COUNCIL OF THE TOWNSHIP OF HILTON does agree to Road Superintendent Leonard Bringleson enrolling into the trapping course at a cost of \$275.00 plus HST. \*CARRIED\*

Council reviewed the revised OPP 2025 Annual Billing Statement and the Primary Public Safety Answering Point (P-PSAP) agreement.

Resolution 2025-07 Moved: Mike Trainor Seconded: Janet Gordanier

BE IT RESOLVED THAT THE COUNCIL OF THE TOWNSHIP OF HILTON does give first, second, third and final reading and pass By-law No. 1441-25 being a by-law to authorize the execution of an agreement with the Minister of the Solicitor General on behalf of the Ontario Provincial Police for the provision of Primary Public Safety Answering Point (PSAP) Serviced for the Township of Hilton. \*CARRIED\*

Council reviewed a memorandum from Deputy Minister and Commissioner of Emergency Management Bernie Derible regarding the proposed amendments to modernize the Emergency Management and Civil Protection Act.

Acting Clerk/Treasurer presented a report regarding the use of the kitchen at the Community Centre (the township's warming centre) during an emergency. The report included information received from Algoma Public Health stating that, "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" The regulations also included the need of safe food handling practices, certified food handlers and safe food sources. Information regarding the Emergency Preparedness Grant was explained in the report. Upon approval, emergency meal kits will be purchased and stored at the warming centre, alleviating the costs to hire and train certified food handlers and locating and purchasing food from safe food sources during an emergency.

Council reviewed the Hilton Union Fire Board's meeting minutes from September 9, 2024, and a resolution carried by the Village of Hilton that agreed with the Fire Board's suggestion of reimbursing the Fire Chief up to \$1800 to acquire his DZ license with a two year commitment to the Fire Department and a passing grade.

Council reviewed the 2024 Building Permit fees collected vs costs incurred to date summary. It was discussed that the building permit fees should be increased. An increase of 60% occurred in 2024; therefore, council suggested an increase of 20% for 2025.

Council reviewed the final draft of the by-law to regulate and govern short-term rental and the final draft of the by-law to provide licensing of short-term rental and agreed that it is ready to pass once the official plan has been approved.

Council moved into a discussion regarding appointments for 2025. Council requested that the Village of Hilton Beach be contacted by Acting Clerk Sara Dinsdale in order to request scheduling of a Landfill Committee meeting.

Resolution 2025-08 Moved: Mike Garside Seconded: Janet Gordanier

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. 1442-25 being a by-law to appoint officers, servants, boards and commissions for the year 2025. \*CARRIED\*

## CORPORATION OF THE TOWNSHIP OF HILTON MINUTES – January 8, 2025



A discussion took place regarding the CPI increase for 2025 based on the November 2024 CPI rate of 1.9%. The discussion also included updating the township's km rate reimbursement, vacation policy and overtime policy to reflect more accurate wording and to more accurately reflect the Employment Standards Act.

Resolution 2025-09 Moved: Janet Gordanier Seconded: Mike Trainor

BE IT RESOLVED THAT THE COUNCIL OF THE TOWNSHIP OF HILTON does agree to the suggested amendments to Schedule "A" of by-law 1388-23; being the vacation policy to the township's Working Conditions by-law. \*CARRIED\*

Resolution 2025-10 Moved: Mike Garside Seconded: Mike Trainor

BE IT RESOLVED THAT THE COUNCIL OF THE TOWNSHIP OF HILTON does agree to the suggested amendments to Schedule "B" of by-law 1388-23; being the overtime policy to the township's Working Conditions by-law. \*CARRIED\*

Resolution 2025-11 Moved: Mike Trainor Seconded: Janet Gordanier

BE IT RESOLVED THAT THE COUNCIL OF THE TOWNSHIP OF HILTON does agree to increase the reimbursement rate for kilometers travelled by members of council and municipal employees for any kilometers travelled while acting in their capacity as members of council and municipal employees to \$0.72/km in accordance with the 2025 Canada Revenue Agency mileage rate. \*CARRIED\*

Resolution 2025-12 Moved: Mike Trainor Seconded: Janet Gordanier

BE IT RESOLVED THAT THE COUNCIL OF THE TOWNSHIP OF HILTON give first, second and third and final reading and pass by-law no. 1443-25 being a by-law respecting remuneration and expenses for members of council and municipal employees of the Corporation of the Township of Hilton. \*CARRIED\*

Resolution 2025-13 Moved: Mike Garside Seconded: Janet Gordanier

BE IT RESOLVED THAT THE COUNCIL OF THE TOWNSHIP OF HILTON give first, second and third and final reading and pass by-law no. 1444-25 being a by-law to establish tax ratios for the Township of Hilton for the year 2025. \*CARRIED\*

Resolution 2025-14 Moved: Mike Garside Seconded: Mike Trainor

BE IT RESOLVED THAT THE COUNCIL OF THE TOWNSHIP OF HILTON give first, second and third and final reading and pass 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. \*CARRIED\*

Council reviewed the fee schedule for 2025 provided by the township's Integrity Commissioner with Ironside Consulting Services.

Council reviewed a proposal submitted by Rogers Communication Inc. regarding a proposed wireless communication site to be located South of Hwy 548 at K-Line in Hilton Beach.

## CORPORATION OF THE TOWNSHIP OF HILTON MINUTES – January 8, 2025

Resolution 2025-15 Moved: Janet Gordanier Seconded: Mike Garside

BE IT RESOLVED THAT THE COUNCIL OF THE TOWNSHIP OF HILTON agrees to the proposal by Rogers Communications Inc. to erect a wireless communication installation located South of Hwy 548 at K-Line Rd, Hilton. That the proposal is compliant with the requirements of ISED Canada's default protocol CPC-2-0-03 Issue 6 issued July 2022, "Radiocommunication and Broadcasting Antenna Systems" and all obligations for the municipal and public consultation requirements have been met; and that the clerk send a statement of concurrence to Rogers Communication Inc. and to Innovation, Science and Economic Development Canada. \*CARRIED\*

Council reviewed a letter sent from the Village of Hilton inviting a member of council to join the Community Hall Kitchen Committee.

Resolution 2025-16 Moved: Janet Gordanier Seconded: Mike Trainor

BE IT RESOLVED THAT THE COUNCIL OF THE TOWNSHIP OF HILTON does accept the invitation from the Village of Hilton Beach to appoint Rod Wood to join the Community Hall Kitchen Committee. \*CARRIED\*

Council reviews a letter sent from the Ministry of Municipal Affairs and Housing regarding the introduction of the proposed Municipal Accountability Act, 2024. The letter states that if passed, it 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.

Resolution 2025-17 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 December 20 in the amount of \$121,627.64 as per the attached voucher. \*CARRIED\*

Resolution 2025-18 Moved: Janet Gordanier Seconded: Mike Trainor

BE IT RESOLVED THAT THE COUNCIL OF THE TOWNSHIP OF HILTON move into closed session at 8:23 p.m. in accordance with:

Municipal Act section 239 (2)(c) Acquisition or disposition of land to discuss negotiations regarding a land swap proposal; and

Section 239 (2)(d) labour relations or employee negotiations to review and discuss employment contract of the Deputy Treasurer; and, to review and discuss performance evaluation of the Road Superintendent/Public Works Foreman

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. \*CARRIED\*

Resolution 2025-19 Moved: Janet Gordanier Seconded: Mike Garside

BE IT RESOLVED THAT THE COUNCIL OF THE TOWNSHIP OF HILTON returns to open session at 9:47 pm. \*CARRIED\*

## 5a)y)

## CORPORATION OF THE TOWNSHIP OF HILTON MINUTES – January 8, 2025

Resolution 2025-20 Moved: Mike Trainor Seconded: Janet Gordanier

BE IT RESOLVED THAT THE COUNCIL OF THE TOWNSHIP OF HILTON suggests the Clerk research the items discussed in closed session regarding the land swap, to present at the next council meeting. \*CARRIED\*

Resolution 2025-21 Moved: Janet Gordanier Seconded: Mike Garside

BE IT RESOLVED THAT THE COUNCIL OF THE TOWNSHIP OF HILTON accepts the employment contract between Britney MacKay and The Township of Hilton. \*CARRIED\*

Resolution 2025-22 Moved: Janet Gordanier Seconded: Mike Trainor

BE IT RESOLVED THAT THE COUNCIL OF THE TOWNSHIP OF HILTON does agree that the Clerk shall provide to the Road Superintendent/Public Works Foreman, the performance evaluation feedback as discussed in closed session. \*CARRIED\*

Resolution 2025-23 Moved: Mike Trainor Seconded: Janet Gordanier

BE IT RESOLVED THAT THE COUNCIL OF THE TOWNSHIP OF HILTON does pass by-law no. 1446-25 being a by-law to confirm the proceedings of this meeting. \*CARRIED\*

Resolution 2025-24 Moved: Mike Garside Seconded: Janet Gordanier

BE IT RESOLVED THAT THE COUNCIL OF THE TOWNSHIP OF HILTON does adjourn at 9:55 pm. Council to meet again at the Hilton Township Municipal office on February 12, 2025, at 7:00 pm or at the call of the Reeve. \*CARIED\*

Deputy Reeve Dave Leask	Acting Clerk Sara Dinsdale

## THE CORPORATION OF THE TOWNSHIP OF HILTON

	Resolution No. 2025 –
	Date: February 12, 2025
Moved by: Mike Garside Janet Gordanier Dave Leask Mike Trainor	Seconded by:  Mike Garside Janet Gordanier Dave Leask Mike Trainor
BE IT RESOLVED THAT THE COUNCIL	OF THE TOWNSHIP OF HILTON does agree to the tender for the ender By-Law:
<ul> <li>16,740 m<sup>2</sup> of <b>Double</b> Surface Treatment</li> <li>10 units of Calcium Chloride or Magnesium</li> </ul>	n Chloride – 17 Flake Tonne Equivalent
To units of Carotain Cinoriae of Magnetian	
Carried:	Defeated:
Reeve Rodney Wood	Acting Clerk Sara Dinsdale



Clerk Report: 2025-02-12-01

Meeting Date: February 12, 2025

Subject: Fire Department Items

Regular Council Meeting

Prepared by: Sara Dinsdale

#### 1) 2025 Fire Board Meeting Agenda

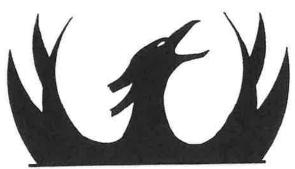
March 19
June 18
September 17
December 17

#### 2) Fire Protection Grant

The Hilton Union Fire Department was approved to receive \$8230.45 for the Fire Protection Grant to purchase PPE for volunteers on the fire department. The items must be purchased before March 31, 2025.

#### 3) Fire Department Access to Council Chambers

In the past, the fire department always had access to utilize the council chambers as needed, through the Road Superintendent's access, as he was also a volunteer on the fire department. Now that the previous Road Superintendent has retired, the fire department no longer has access to the council chambers. I am requesting that council discuss and recommend possible alternate solutions for their fire practices going forward.



Phoenix Emergency Management Logic 5 Beech Drive Blind River ON POR 180 705-849-7226

# Quote

For

Hilton Township 2983 Base Line Hilton Beach ON POR 1G0

Date: January 31st, 2025

Description	Quantity	Unit Price	Amount
Act as Community Emergency Management Coordinator for Hilton Township for the calendar year 2025, ensuring compliance with the Emergency Management & Civil Protection Act.	1	1	\$2 000
Total			\$2 000
Total Tax			\$260
Grand Total			\$2260

Quotes are valid for 90 days after date of quote.

Any questions regarding this quote please email: info@phoenixemergencymanagement.com.

#### BY-LAW #1447-25

Being a by-law to appoint a Community Emergency Management Coordinator for the Corporation of the Township of Hilton.

#### NOW THEREFORE the Council of Hilton Township HEREBY ENACTS AS FOLLOWS:

- 1. THAT Phoenix Emergency Management Logic is hereby appointed as Community Emergency Management Coordinator [CEMC] for the Corporation of the Township of Hilton. It is understood that this is not a dedicated service, in that PEML will be searching for business with other agencies, municipalities.
- 2. THAT the term of this appointment will be for the 2025 calendar year beginning on January 1, 2025.
- **3. THAT** PEML shall be compensated as per the attached Schedule "A" annexed hereto and forming part of this by-law.
- **4. THAT** PEML shall maintain detailed and accurate records, copies of which shall be maintained on file at the municipal office.
- **5. THAT** any material developed by Phoenix Emergency Management Logic for Corporation of the Township of Hilton will not be shared with other municipalities, unless agreed upon by Hilton and Phoenix Emergency Management Logic.
- 6. THAT this Appointment may be terminated by PEML and/or Hilton Township upon sixty days' notice by either party. Such termination may be affected by the Township for cause or by the giving of the above notice in writing to PEML. PEML may also affect such termination by giving the 60 days notice in writing to the Township.
- 7. **THAT** upon termination for any reason, PEML shall forthwith transmit to the Town all reports and records referred to in paragraph 4 hereof.

Read first, second and third time and passed this 12<sup>th</sup> day of February 2025.

## 2024 Building Permit Fees Collected vs Costs Incurred

(re: Tulloch Services)

	a/c 480100	a/c 525600	a/c 525610	
Month	Permit Fees Collected	Invoice Time Based	Invoice Mileage	Difference
January	170.00	851.00		681.00
ebruary	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
1ay		421.28	0.00	421.28
une		1,480.83	360.00	1,840.83
uly	2,703.00	1,357.47	282.08	-1,063,45
ugust	_,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	985.37	135.00	1,120.37
eptember	232.00	869.16	158.00	795.16
October	1,192.00	845.70	132.00	-214.30
lovember	1,102,00	957.76	156.00	1,236.79
December			46.81	46.81
7000111801	7,247.00	10,046.11	1,512.89	4,435.03
			A - 2 - 1 A	Int Contact date Of

Actual Net Cost to date 2024

11,559.00 Total Inspection and Mileage Costs

Historical FYI:			Actual Annual Cost:
2024	7,247.00	11,559.00	4,435.03
2023	7,730	19,089.46	11,359.46
2022	5,695	13,131.71	7,436.71
2021	4,186	10,898.45	6,712.45
2020	3,885	13,951,98	10,066.98
2019	4,075	11,833.02	7,758.02
2018	2,420	6,269.23	3,849.23
2017	2,075	8,716.38	6,641.38
2016	1,570	4,165.25	2,595.25
2015	1,800	6,484.63	4,684.63
2014	2,325	7,436.83	5,111.83
2013	1,120	7,167,71	6,047.71

									,	2024	2025	
Year Bv-Law No:	<b>1999</b> 706	<b>2003</b> 765-03	<b>2004</b> 803-04	<b>2005</b> 844-05	<b>2010</b> 982-10	<b>2013</b> 1059-13	<b>2014</b> 1093-14	<b>2019</b> 1241-19	2023 1376-23	increase 1417-24	20%	5
Minimum Fee for first \$1,000 value	20	20	20	20	25	25	25	25	100	160	11	192
Each additional \$1,000 value construction cost	S	5	5	2	5	5	5	5	5	8	o	9.6
Dwelling (per sq ft) 1200 sf	90	06	06	06	06	06	06	06	<b>Per SqFI</b> 150	240	2	288
Dwelling Second Floor (per sq ft)	45	45	45	45	45	45	45	45	100	160	Ħ	192
Dwelling on Slab (per sq ft)	75	75	75	75	75	75	75	75	100	160	Ħ	192
Residential - Major Renovations (\$250 MinFee + .65 sf > 400 sq ft			Estim	Estimated Material Cost + 50%	ial Cost + 5	%0.						
Garage Finished (per sq ft) 400 sf	45	45	45	45	45	45	45	45	20	80		96
Garage Unfinished (per sq ft) 400 sf	25	25	25	25	25	25	25	25	35	52.5		63
Decks (per sq ft) 400 sf	10	10	10	10	10	10	10	10	30	48		57.6
Carports (per sq ft) 400 sf			25	25	25	25	25	25	30	80		96
Farm Bldgs/Pole Buildings (per sq ft) 2500 sf	10	10	10	10	10	10	10	10	35	52.5		63
Comm/Industrial Bldgs (per sq ft) 1200 sf			75	75	75	75	75	75	100	160		192
Miscellaneous < \$5,000 - Blanket Fee			25	25	30	30	30	30	100	160		192
Miscellaneous > \$5,000 - est material value plus 50% Contractor Quote												
Demolition - Blanket Fee	0	0	0	0	0	0	0	0	20	80		96
Demolition Permit- single fee										80		96
Moving Fee - to another location on same property - single fee										160		192
change of Use - single fee										160		192
Occupancy Permit - single fee										160		192
Re-inspection of outstanding deficiencies - single fee										160		192

#### THE CORPORATION OF THE TOWNSHIP OF HILTON

#### BY-LAW #1448-25

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

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

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

- 1. A tariff of fees and charges is hereby established as set out on the attached Schedule "A".
- No request by any person for documentary, written or printed information relating to any land, building or structure in the municipality, or any application described in Schedule "A" will be processed, nor will any other municipal business be acknowledged unless and until the person requesting the information or submitting the application has paid the applicable fee in the prescribed amount as set out in Schedule "A" to this by-law.
- 3. Notwithstanding the tariff of fees prescribed in paragraph 1 of this by-law and contained in Schedule "A" hereto, Council may at its discretion, reduce the amount of or waive the requirement for the payment of the fee in respect of the application or service where the Council is satisfied that it would be unreasonable to require payment in accordance with the tariff of fees described in the attached Schedule "A".
- 4. Schedule "A" forms part of this by-law.
- Should any part of this by-law, including any part of Schedule "A" be determined by a Court of competent jurisdiction to be invalid or of no force and effect, it is the stated intention of Council that such invalid part of the by-law shall be severable and that the remainder of this by-law including the remainder of Schedule "A" as applicable shall continue to operate and to be in force and effect.
- 6. This by-law rescinds By-Law # 1417-24.
- 7. The new fees will take effect on March 5, 2025.

Read first, and second time on the 12<sup>th</sup> day of February 2025.

Read a third time and finally passed this 5<sup>th</sup> day of March 2025.

Reeve Rodney Wood
Acting Clerk Sara Dinsdale



### Schedule "A" to By-law 1448-25

Description of Fee or Charge		Fee or Charge	Authorizing by-law or legislation
Application for Zoning Amendment		400.00	By-Law 1447-25
Application for Official Plan Amendment (OPA)		800.00	By-Law 1447-25
Applications for Zoning Amendment & OPA at same time		960.00	By-Law 1447-25
Application for Purchase of Shoreroad		240.00	By-Law 1447-25
Certificate of Compliance (re Sale of Land)		40.00	By-Law 1447-25
In addition to the above fees, where it is necessary to advertise in a new municipality, the applicant shall, in addition to the fees prescribed abov municipality prior to the placement of the advertisement.	espaper having g	general circulat of any newspape	ion within the er advertising to the
Facsimile - 1 <sup>st</sup> page		3.20	By-Law 1447-25
Facsimile - consecutive pages		1.60	By-Law 1447-25
Lottery Licences - % of prizes		3%	Order in Council 2688/93 – s. 23
Photocopies - each		.32	By-Law 1447-25
Service charge for NSF cheques		40.00	By-Law 1447-25
Tax Certificates		40.00	By-Law 1447-25
Commission of documents		10.00 ea.	By-Law 1447-25
Building permits			
For the first \$1,000 of the cost of construction		192.00	By-Law 1447-25
For each additional \$1,000 or part thereof of the cost of	construction	9.60	By-Law 1447-25
Valuation of proposed work based on following rates:			
Dwellings: Full Basement		288.00 sqft	By-Law 1447-25
Second Floor		192.00 sqft	By-Law 1447-25
Frost Wall/Slab-on-Ground		192.00 sqft	By-Law 1447-25
Garottage: (classed same as dwellings)			By-Law 1447-25
Garages: Finished		96.00 sqft	By-Law 1447-25
Unfinished		63.00 sqft	By-Law 1447-25
Second Floor (Finished only – storage use o	only)	63.00 sqft	By-Law 1447-25
Decks		57.60 sqft	By-Law 1447-25
Carports		96.00 sqft	By-Law 1447-25
Farm Buildings/Pole Buildings		63.00 sqft	By-Law 1447-25
Commercial/Industrial Buildings		192.00 sqft	By-Law 1447-25
Miscellaneous: shingling / siding / replacing windows / re ONLY IF structural changes are involved	novations –		By-Law 1447-25
up to \$5,000 estimated material value plus 50% or Contractor's Quote	Single Fee	192.00	By-Law 1447-25
> \$5,000 estimated material value plus 50% or Contract	or's quote		By-Law 1447-25
Demolition permit	Single Fee	96.00	By-Law 1447-25
Moving Fee - to another location on same property	Single Fee	192.00	By-Law 1447-25
Change of Use	Single Fee	192.00	By-Law 1447-25
Occupancy Permit	Single Fee	192.00	By-Law 1447-25
Re-inspection of outstanding deficiencies	Single Fee	192.00	By-Law 1447-25
Commencement of construction without permit		double	By-Law 1447-25
Fire			
Delivery of Load of Water (payable to Hilton Union Fire Dep	partment)	160.00	By-Law 1447-25
Water (payable to Village Hilton Beach)		40.00	By-Law 1447-25
Winterize Hydrant (payable to Hilton Union Fire Department	t)	40.00	By-Law 1447-25

## Schedule "A" to By-law 1448-25 (Page 2)

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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 1447-25
Entrance Permits - Temporary	320.00	By-Law 1447-25
Excavating: per hour	96.00	By-Law 1447-25
Grading per hour (minimum call-out charge: \$160)	160.00	By-Law 1447-25
Plowing/Sanding: per hour (minimum call-out charge: \$145)	232.00	By-Law 1447-25
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 1447-25

## 9a)i)

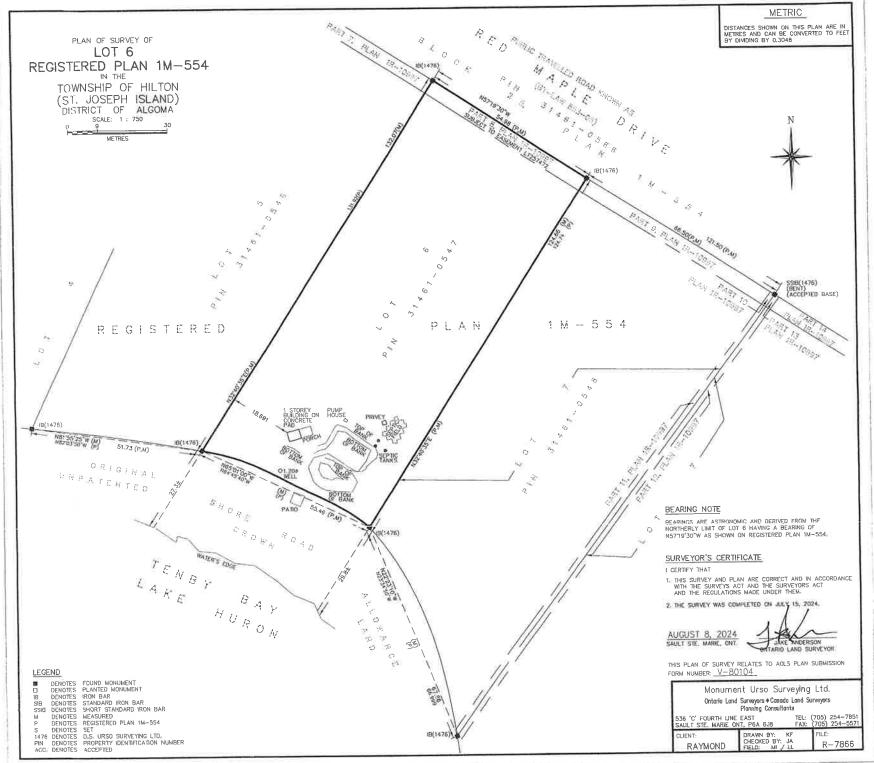
## CORPORATION OF THE TOWNSHIP OF HILTON

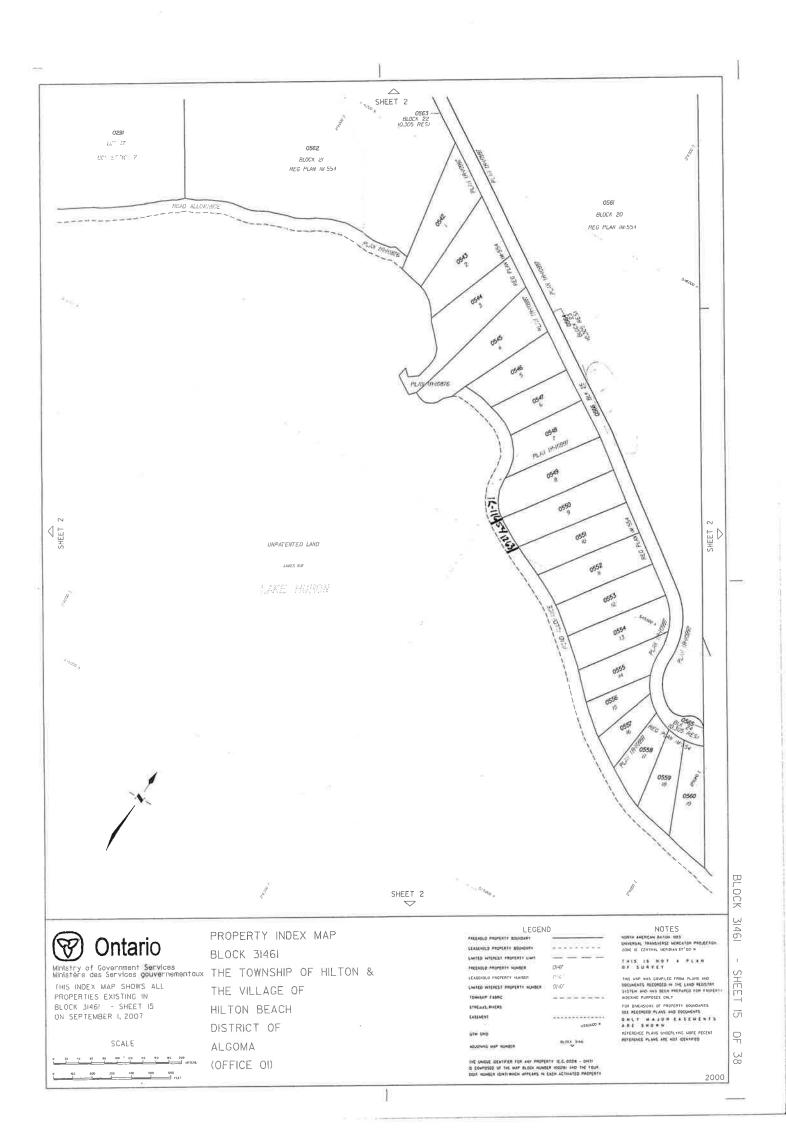
## Application to Purchase Portion of Shore Road Allowance

1.	NAME OF APPLICANT: Raymond PHONE # 613-654-9803  ADDRESS: 5021 Red maple Drive  EMAIL: Sritchieraymond & gmail. com
2.	LOCATION: Portion of the Shore Road Allowance lying in front of:  Lot Concession/Plan
3.	REASONS FOR APPLICATION: To preserve and protect
4.	DESCRIPTION OF LAND PRESENTLY OWNED BY APPLICANT:  Lot Concession/Plan 1 m - 55 4  Frontage Area  Average Width Average Depth  Existing Use Vacant land  Proposed Use building principle resident
5.	<ul> <li>This application must be accompanied by a sketch showing:</li> <li>a) abutting lands owned by the applicant showing the boundaries and dimensions thereof.</li> <li>b) the portion of the shore road allowance that is the subject of this application showing the proposed boundaries and dimensions thereof.</li> <li>c) the approximate location of all natural and artificial features on the the applicant's land and the subject portion of the Shore Road Allowance (e.g. buildings, highways, easements, watercourses, drainage ditches, slopes, swamps, wooded areas, docks, walls and septic systems) and the location of any of these features on adjacent lands which may affect the application.</li> </ul>
NC	OTE: It is required that one (1) copy of this application be filed, together with one (1) copy of the sketch outlined in Item 5, with the Clerk and be accompanied by an application/administration fee of \$150.00 in cash; etransfer or by cheque made payable to the Township of Hilton.
inc /W oro	/E solemnly declare that, to the best of my/our knowledge and belief, the particulars given in this application accompanying plan are true and correct. In addition to the fee payable on the filing of this application, /E also hereby undertake and agree to assume all fees or charges incurred by the Township of Hilton in the cessing of this application and transferring the subject lands, and that in the event this application is proved, such approval shall be subject to the provisions of Section 270 of the Municipal Act, 2001 and the ming By-Law of the Township of Hilton.
n t	CLARED before me at the  Ship of Hiton  hedistrict of Algoria  Solday of January, 2025  APPLICANT'S SIGNATURE

A Commissioner, etc.

Sara Dinsdale Commissioner of Oaths the Corporation of the Township of Hilton







#### THE CORPORATION OF THE TOWNSHIP OF HILTON

#### BY-LAW NO. 1449-25

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

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

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

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

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

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

Read a first, second and third and final time and passed this  $12^{\text{th}}$  day of February 2025

Reeve R	lodney Woo	od
Acting (	 Clerk Sara D	)insdale

#### THE CORPORATION OF THE TOWNSHIP OF HILTON

Schedule 'A' to By-laws No. 1449-25

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

#### **TABLE OF CONTENTS**

Section A: DEFINITIONS

Section B: GENERAL INFORMATION

Section C: CANCELLATION OR RESALE OF INTERMENT RIGHTS

Section D: BURIAL OF CREMATED REMAINS

Section E: MEMORIALIZATION

Section F: CARE AND PLANTING

Section G: OUTLINING ITEMS THAT ARE PROHIBITED AND PERMITTED

Section H: CONTRACTOR/MONUMENT DEALER BY-LAWS

These by-laws are the rules that govern the operations of **Grace United Cemetery**, **2876 Hilton Road**, **Hilton Beach**, **ON POR 1G0**. They are in compliance with the Funeral, Burial and Cremation Services Act, 2002 (FBCSA), Ontario Regulation 30/11 (O. Reg. 30/11) and Ontario Regulation 184/12 (O. Reg. 184/12), and have been approved by the Registrar, FBCSA, Bereavement Authority of Ontario (BAO) ("the Registrar").

Effective date: February 12, 2025

#### A. **DEFINITIONS**

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

By-laws: The rules and regulations under which the Cemetery operates.

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

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

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

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

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

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

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

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

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

**Lot:** For the purpose of these by-laws a lot is a single grave space.

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

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

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

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

Township: means The Corporation of The Township of Hilton.

#### B. GENERAL INFORMATION

#### **General Conduct:**

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

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

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

#### By Law Amendments:

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

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

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

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

#### Hours:

For lot purchase or cemetery information the Township of Hilton Office (2983 Base Line, Hilton Beach, Ontario POR 1G0) is open Monday/Wednesday/Friday from 9:00 am to 4:30 pm and closed on holidays. Interments may take place weekdays and weekends and must be arranged through the office of the Township of Hilton.

#### Liability:

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

#### **Lot Pricing:**

Not Applicable. No new lots are available for sale.

#### **Public Register:**

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

#### **Pets or Other Animals:**

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

#### Right to Re-Survey:

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

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

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

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

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

Purchasers of interment rights acquire only the right to direct the burial of human remains, and the installation of monuments, markers and inscriptions, subject to the conditions set out in the cemetery by-laws. In accordance with cemeteryby-laws, no burial, or installation of any monument, marker, inscription, or memorialization is

permitted until the interment rights have been paid in full. An interment rights certificate will be issued to the Interment Rights Holder(s) when payment has been made in full. The purchase of interment rights is not a purchase of real estate or real property.

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

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

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

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

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

#### Resale of Interment Rights <u>after</u> 30 Day Cooling-Off Period:

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

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

## Requirements where resale is <u>prohibited</u> within cemetery by-laws:

• If an interment rights holder wishes to re-sell the interment rights and the cemetery operator's by-laws prohibit the third-party resale of interment rights, the rights holder must make the request to the cemetery operator in writing. The cemetery operator will repurchase the interment right at the price listed on the cemetery operator's current price list less the Care and Maintenance Fund contribution made at the time of purchase. The re-purchase and payment to the

- rights holder requesting the sale must be completed within 30 days of the request.
- The interment rights holder requesting the resale of the rights must return the interment rights certificate to the cemetery operator and the rights holder(s) must endorse the interment rights certificate, transferring all rights, title and interest back to the cemetery operator. The appropriate paperwork must be completed before the cemetery operator reimburses the rights holder(s).

#### **Care and Maintenance Fund Contributions:**

• It is a requirement under the FBCSA and O. Reg. 30/11 and 184/12 that a prescribed amount or a percentage of the purchase price (excluding tax) of all interment rights sold; and prescribed amounts for monuments and markers is contributed into the care and maintenance fund. Interest earned from this fund is used to provide care and maintenance of lots, plots, markers and monuments at the cemetery. Contributions to the care and maintenance fund are not refundable except when interment rights are cancelled within the 30-day cooling off period.

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

- All Interments must be organized with the cemetery operator. Interments done without proper consent and organization is an offence according to the Funeral, Burial and Cremations Services Act, 2002, S.O. 2002, c.33 and can be liable to fines and/or imprisonment.
- No new sales or casket interments are permitted. Only interments of cremated remains will be permitted/honoured.
- Interment rights holder(s) must provide proper documentation to support their rights as Interment Rights Holder (s). Without proper documentation, your claim as interment rights holder will not be honoured.
- Interment rights holder (s) must provide written authorization prior to a burial taking place. Should the interment rights holder bedeceased, authorization must be provided in writing by the person authorized to act on behalf of the interment rights holder in keeping with the *Succession Law Reform Act* i.e. Personal Representative, Estate Trustee, Executor or next of kin.
- A burial permit issued by the Registrar General or equivalent document showing that the death has been registered with the province must be provided to the cemetery office prior to a burial taking place. A Certificate of Cremation must be submitted to the cemetery office prior to the burial of cremated remains takingplace.
- In accordance with the FBCSA and O. Reg 30/11 and 184/12 the purchaser of interment rights must enter into a cemetery contract, providing such information as may be required by the cemetery operator for the completion of the contract and the public register prior to each burial or entombment of human remains, or cremated humanremains.
- Payment must be made to the cemetery operator before a burial can place.

- The cemetery operator shall be given 72 business hoursof notice for each burial of human remains.
- The opening and closing of graves may only be conducted by cemetery staff or those designated to do work on behalf of the cemetery.
- Cremated remains may not be scattered within the cemetery.
- Cremated remains are not permitted to be scattered on a grave containing human remains in keeping with these by-laws.
- Human remains may be disinterred from a lot with the written consent of the interment rights holder and prior notification to the local Medical Officer of Health. Notification to the local Medical Officer of Health is not required for the disinterment of cremated remains.
- In some circumstances, the disinterment of human remains may be ordered by one or more public officials (e.g., Court Order, Coroner's Office etc.) and will take place without the consent of the interment rights holder(s) and/or next of kin.
- The cemetery is not responsible for damage to any casket, urn, container or vault which may occur during a disinterment. Additionally, due to the length of time that a casket, urn, container or vault has been interred and the conditions to which it has been exposed, the cemetery cannot guarantee that it can retrieve the complete casket, urn, container or vault interred in the cemetery. Should a new casket, urn or container be required at the time of disinterment, it shall be at the expense of the party authorizing the disinterment. Additionally, the cemetery operator has the right to request that a licensed funeral director be present for the disinterment at the expense of the party authorizing the disinterment.
- Each lot may contain up to one full casket burial and up to six cremated remains.

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

- No memorial or other structure shall be erected or permitted on a lot until all charges havebeen paid in full and/or a permit is obtained from the cemetery operator.
- No monument, footstone, marker or memorial of any description shall be placed, moved, altered, or removed without permission from the cemetery operator.
- Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered normal wear and tear.
- The cemetery operator will take reasonable precautions to protect the property of interment rights holders, but it assumes no liability for the loss of, or damage to, any monument, marker, or other structure, or part thereof.
- Memorials monuments, markers, plaques etc. are owned by the interment

rights holder andthe cemetery operator is not responsible for their loss or deterioration. It is recommended that these memorials be protected by the interment rights holder's own insurance coverage.

- The cemetery operator reserves the right to determine the maximum size of monuments, their number and their location on each lot or plot. They must not be of a size that would interfere with any future interments. For a multi-burial in one plot, raised monuments beside the main plot monument are not permitted, flat stones only. Raised monuments must be a minimum of 5" wide at its narrowest point and shall not exceed 44" in height.
- All foundations for monuments and markers shall be built by, or contracted to be built for, thecemetery operator at the expense of the interment rights holder.
- Should any monument or marker present a risk to public safety because it has become unstable, the cemetery operator shall do whatever it deems necessary by way of repairing, resetting, or laying down the monument or marker or any other remedy to remove the risk.
- The cemetery operator reserves the right to remove at its sole discretion any marker, monument, or inscription which is not in keeping with the dignity and decorum of the cemeteryas determined by the
- A monument, or other structure shall be erected only after the specific design plans have been approved by the cemetery operator including: dimensions, material of structure, construction details, and proposed location.
- In keeping with the cemetery by-laws only one monument shall be erected within the designated space on any lot.
- The minimum thickness for flat markers including footstones is 4 inches or 10 cm.
- All monuments and markers shall be constructed of bronze or natural stone (i.e. granite).
- Markers made of wood are permitted for temporary use (up to 2 years) until a permanent marker is placed.
- No monument shall be delivered to the cemetery for installation until the monument foundation has been completed, and the interment rights holder(s) and/or marker retailer have been notified by the cemetery operator.
- Markers and footstones of bronze or granite are permitted with size and quantity restrictions according to cemetery by-laws and the placement of such memorials shall not interfere with future interments.
- Single lot maximum: Raised monuments must be a minimum of 5" wide at its narrowest point and shall not exceed 44" in height.

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

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

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

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

- The cemetery reserves the right to regulate the articles placed on lots or plots that pose a threat to thesafety of all interment rights holders, visitors to the cemetery and cemetery employees, prevents the cemetery from performing general cemetery operations, or are not in keeping with the respect and dignity of the cemetery.
- Prohibited articles will be removed and disposed of without notification. Prohibited articles include: articles made of hazardous materials, glass, bottles, ceramics, cans, corrosive metals, loose stones, sharp objects; trellises or arches; chairs or benches.
- Approved artificial decorations are permitted only if securely placed on headstones with fasteners. Decorations are not permitted to be placed on the ground.
- Approved artificial decorations are permitted between May 1 and October 31.
- The cemetery reserves the right to disallow or remove quantities of memorial wreaths or flowers considered to be excessive and that diminishes the otherwise tidy appearance of the cemetery.
- Deteriorated wreaths may be removed and disposed of by the Cemetery without

notification. Items removed will be held in storage for a maximum of 6 months for pickup by owner, if not claimed within 6 months of removal they will be disposed of without notification.

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

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

before commencing work at any location on the cemetery property.

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

WSIB coverage

Occupational Health and Safety Compliance

**WHMIS** 

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

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

## THE COPORATION OF THE TOWNSHIP OF HILTON

Schedule "B" to By-Law No. 1449-25

# Grace United Cemetery Schedule of Fees

2876 Hilton Rd. Hilton Beach, ON P0R 1G0

Tel: 246-2472

Website: www.hiltontownship.ca/ Email: admin@hiltontownship.ca

Cemetery Operator Licence # CM - 4753486

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

Sara Dinsdale
Acting Clerk/Treasurer

## PRICE LIST

Effective date: July 10, 2024

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

#### **CEMETERY SERVICES**

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

Cremated Remains Disposition Fees Interment of cremated remains\$100.00
Disinterment Fees Full-size casketto be arranged by funeral Home per funeral home fees paid directly to contractor Cremated remains
Administration fees
Transfer of interment rights to another person
Monuments and Marker Permit Fees as prescribed under the FBCSA, 2002:
As required under the Funeral, Burial and Cremation Services Act, 2002, the following amounts must be paid to the cemetery operator before a marker is installed. After each marker installation, the amount will be contributed to an irrevocable trust fund known as the Care and Maintenance Fund. Interest from the fund will be used to cover expenses for the care and maintenance of the cemetery.
Flat Markers less than 1,116.13 sq cm (173 sq in), flush with ground
Fee for marking the location where a marker or monument is to be installed by a third party\$50.00

## 100)111)

## Corporation of the Township of Hilton, 2983 Base Line, Hilton Beach, Ontario POR 1G0

Email: admin@hiltontownship.ca Telephone: 705-246-2472 Fax: 705-246-0132

## Sales Contract for the Purchase of Interment Rights

Date of Purchase:

Purchaser's Initials \_\_\_\_\_

Contract Number: Date of Purchase:					
ne Interment Rights I sociated with the Inte ip of Hilton Grace Un etery Board, concerr aser represents bein nterment Rights and	Holder (s) listed erment Rights lited Cemetery hing Cemetery g legally autho Services as spe	d below ha in conjunc . This Cont Interment orized or ch	ve th tion v ract Righ narge	ne right to direct/ with the Townshi is between the P ts for the Recipie d with the respo	consent to the burial p of Hilton and the urchaser and The nt(s) as identified in nsibility for the
	Purchas	er Details			
		Email			
cipients and contact	information b	pelow.			
Contact Inform	Contact Information		Relationship to Recipient		
Section	Lower	Row/Lo	ot _		
, i	ral, Burial and Cremone Interment Rights Hosociated with the Interpretation of Hilton Grace Unetery Board, concernater represents being the management Rights and effit of the named recipients and contact Contact Inform	ral, Burial and Cremation Services And Interment Rights Holder (s) listed Sociated with the Interment Rights ip of Hilton Grace United Cemetery etery Board, concerning Cemetery laser represents being legally authoritement Rights and Services as specifit of the named recipients.  Purchas  Contact Information  Intermed De	ral, Burial and Cremation Services Act, 2002 and Interment Rights Holder (s) listed below has sociated with the Interment Rights in conjunction of Hilton Grace United Cemetery. This Contetery Board, concerning Cemetery Interment lasser represents being legally authorized or chaterment Rights and Services as specified in the fit of the named recipients.  Purchaser Details  Contact Information  Interment Rights Details  Lower	ral, Burial and Cremation Services Act, 2002 and One Interment Rights Holder (s) listed below have the sociated with the Interment Rights in conjunction will be of Hilton Grace United Cemetery. This Contract etery Board, concerning Cemetery Interment Rights asser represents being legally authorized or charge interment Rights and Services as specified in this Confit of the named recipients.  Purchaser Details    Email	ral, Burial and Cremation Services Act, 2002 and Ontario Regulation the Interment Rights Holder (s) listed below have the right to direct/sociated with the Interment Rights in conjunction with the Townshi ip of Hilton Grace United Cemetery. This Contract is between the Petery Board, concerning Cemetery Interment Rights for the Recipie asser represents being legally authorized or charged with the responterment Rights and Services as specified in this Contract. This agrees the named recipients.  Purchaser Details    Email

#### Schedule 'C' to By-law No. 1449-25

	Deceased information (If applicable)	
Name		
Place of Death	Date of Death	
	Deceased information (If applicable)	
Name		
Place of Death	Date of Death	

Services	
Sale Price	
Care & Maintenance Contribution	
Subtotal	
HST	
Total Price	

By-laws	By-laws for The Township of Hilton 1449-25

It is agreed between the parties that this Contract is subject to the By-laws of The Township of Hilton – Grace United Cemetery, and the Purchaser hereby acknowledges receipt and review of a copy of the Cemetery By-laws, Cemetery Price List and the Ontario Consumer Information Guide.

I acknowledge I have read and reviewed the Contract's Terms & Conditions on the reverse and hereby confirm that the Interment Rights as specified are complete and correct. I direct The Township of Hilton Cemetery Board to proceed with the Interment Right(s) as identified in the Contract in accordance with the Cemetery By-law which is now in force or at any time in force.

The Township of Hilton Cemetery		
Signature of Purchaser		

l acknowledge receipt of a copy of this Contract.

Purchaser's Initials \_\_\_\_\_

### TERMS AND CONDITIONS GOVERNING THE PURCHASE OF INTERMENT RIGHTS

- The Rights Holder agrees to abide by the terms of this Contract and the approved By-laws of The Township of Hilton – Grace United Cemetery. The Rights Holder hereby acknowledges receipt of the By-laws, price list and the Ontario Consumer Information Guide as a condition of this Contract. The By-laws govern the operation of the Cemetery and set out the exercise of Interment Rights and restrictions with respect to the purchase of Cemetery supplies and services from a source other than the Cemetery.
- 2. The following trusting provisions, as set out in the *Funeral*, *Burial and Cremation Services Act*, 2002 and *Ontario Regulation 31/11*, are in effect. Such funds shall be deposited to the Care and Maintenance Fund of the Cemetery: the greater of 40% of the price of the Interment Rights as set out in the Price List, and \$290.
- 3. The contributions to the Care and Maintenance Fund of the Cemetery for the installation of markers, as set out in the *Funeral*, *Burial* and *Cremation Services Act*, 2002 are as follows:
  - a. For any flat marker measuring more than or equal to 1,116 sq cm or 173 sq in, \$100
  - b. For any pillow marker measuring more than or equal to 1,116 sq cm or 173 sq in., including the base, \$200
  - c. For any upright marker measuring 1.22m (4ft) or less in both height and length, including the base, \$200
  - d. For any upright marker measuring more than 1.22m (4ft) in height and length, including the base, \$400.
- 4. If the Interment Rights have not been used, the Purchaser may, in writing to The Township of Hilton Cemetery Board within thirty (30) days from the signing of this agreement, cancel this Contract for a full refund.
- 5. The Rights Holder, by written demand, may request that The Township of Hilton Cemetery Board repurchase the Interment Rights described herein at any time before they are used. Upon receipt of notice and surrender of the endorsed Certificate of Interment Rights, the Rights Holder shall receive the current market price less the amount paid into the Care and Maintenance Fund of the Cemetery. The resale of Interment Rights other than to The Township of Hilton Cemetery Board is prohibited.
- 6. A Rights Holder wishing to transfer Interment Rights shall deliver written notification to The Township of Hilton Cemetery Board, accompanied by the Certificate of Interment Rights or predecessor easement. Upon receipt of this documentation and payment of the appropriate fee, a new Certificate of Interment Rights will be issued to the Transferee. The Township of Hilton Cemetery Board is entitled to require the production of certified or notarized copies of such wills, codicils, supporting affidavits, or other documents as the Municipality, in its sole discretion, deems to be necessary or advisable in the circumstances to establish authority to transfer the Interment Rights.
- 7. The exercise of Interment Rights shall be limited to the Rights Holder, their legal representative(s) or their heir(s)-at-law. Executors, legal representatives and heirs-at-law of the Rights Holder will be required to submit proof of identification, and an Order for Interment. The Township of Hilton Cemetery Board shall be entitled to require the production of certified/notarized copies of wills, codicils, supporting affidavits or any other such documents deemed to be necessary or advisable in the circumstances.

Purchaser's	Initials	
ruiciiusci s	minute and	

#### Schedule 'C 'to By-law No. 1449-25

- 8. The following documents are required to exercise Interment Rights in the Cemetery:
  - a. Burial Permit OR Certificate of Cremation
  - b. Certificate of Interment Rights or predecessor easement
  - c. Order for Interment, signed by Rights Holder or their legal representative

Additionally, the following documents may be required:

- a. Interment Authorization, when the executors, legal representatives or heir(s)-at-law are exercising Interment Rights
- b. Statutory Declaration
- c. Any supporting documentation deemed necessary to establish authority to authorize interment.
- 9. The Purchaser acknowledges and provides consent to permit The Township of Hilton Cemetery Board to collect, use and disclose personal information in accordance with the requirements under the Funeral, Burial and Cremation Services Act, 2002 and Ontario Regulation 31/11 for information within the Cemetery Public Register. The Purchaser also understands that The Township of Hilton Cemetery Board does not rent or sell personal information to third party organizations.

Purchaser	c Initials	
PHILLIOSEL.	\ IIIIIIIII	

### Telephone: 705-246-2472 Fax: 705-246-0132 Email: admin@hiltontownship.ca Website: www.hiltontownship.ca

Contract #

### Schedule "D" to By-law No. 1449-25

Interment Rights Certificate # GUC- Date Purchased:	Contract #
Interment Rights Holder(s): The Interment Rights Holder(s) listed below have Interment Rights in conjunction with the cemetery by-laws.	the right to direct/consent to the burial, and memorialization associated with the
Rights Holder Name:	Rights Holder Name:
Address:	_ Address:
City: Province:	City: Province:
Postal Code:	Postal Code:
Phone Number: Email:	Phone Number: Email:
Cemetery Name: Grace United Cemetery	
Cemetery Address: 2876 Hilton Road, Hilton Beach, On POR 1G0	Cemetery Phone Number: 705-246-2472
Interment Right Location: <u>Section:</u> <u>Row:</u> <u>Lot:</u>	Interment Right Type: <i>Grave</i>
Price: Care & Maintenance Contribution:	
Area:	
Interment Right Capacity: One full casket burial and up to six cremated rem	
Memorialization Permitted: Refer to By-law No. 1449-25 – Section E	
Refer to the Cemetery By-laws provided to you at the time of purchase for a comple	ete listing of by-laws that apply to your specific Interment Right
The Rights Holder(s), by written demand, may request the Township of Hilton Grace	e United Cemetery Board repurchase the Interment Rights described herein at any time rate of Interment Rights, the Rights Holder shall receive the current market price less the interment Rights other than to the Township of Hilton Grace United Cemetery Board is
the comptant apprator. If the original Interment Rights Certificate is misplaced the	Rights Holder(s) wish to transfer their rights to a third-party purchaser, a transferee, or back to cemetery operator must issue a duplicate certificate in order to complete the transfer of an administration fee (as shown on the cemetery's price list) for the issuance of a duplicate
Purchaser's Signature Cemetery Opera	tor's Signature — — — — — — — — — — — — — — — — — — —
3	



Schedule "E" to By-law No. 1449-25



### **AFFIDAVIT OF INTERMENT RIGHTS**

	THE MATTER OF BURIAL PLOT(S) IN THE GRACE UNITED CEMETERY LOCATED IN THE TOWNSHIP OF TON DESCRIBED AS SECTION, RANGE, LOT(S)
	Full Name) of the (Municipality type, e.g. City, Town) of (Municipality Name) in the (District, ovince, etc.)
ent	ng the rightful heir or successor of the original owner of the above-mentioned plot(s) and lawfully citled to make use of the Plot at the Grace United Cemetery, DO SOLEMLY DECLARE THAT:  I understand that the Township of Hilton indicates that the original owner (interment rights holder) of the plot(S) is/are:
2.	☐ I have in my possession the original deed or other proof of ownership of the lot(s), or ☐ I am unable to locate the original deed or other proof of ownership of the lot(s), nor is it in the records of the Municipality.
3.	I hereby confirm that I have presented the Township of Hilton with sufficient and acceptable evidence to establish the rights of interment by providing; a valid last will and testament wherein the original owner explicitly bequeathed the interment rights; in the absence of such a will, documented proof of succession through family records that clearly demonstrate a legitimate line of inheritance; a valid death certificate or an obituary to establish the identity of the deceased individual; and, if further verification becomes necessary, a long-form birth certificate identifying the next of kin or any other relevant documents that the Township deems acceptable in its sole discretion.
4.	I swear that all persons who are heirs or have any right to the entitlement of said lot(s) have signed a letter releasing themselves from all claims to the above lot(s) as attached hereas "Schedule F".
5.	I agree to be responsible if any other person claims to be entitled to ownership of the lot(s) and represent that I am not aware of any such claims.
6.	I acknowledge and agree that should the opening of the plot result in any disturbance of remains or lead to any investigation or legal proceedings under applicable laws, including but not limited to the Funeral, Burial, and Cremation Services Act, 2002, or any other relevant legislation, I shall be solely responsible for any and all costs, fees, or expenses incurred by the Township of Hilton as a result, and I further release, discharge, indemnify, save and hold harmless the Township of Hilton, its officers, employees, elected officials, and agents from any liability or financial responsibility for such

costs, fees, or expenses, including costs related to investigations, legal proceedings, or any remedial

actions that are required or initiated as a result of the opening of the plot.



### Schedule "E" to By-law No. 1449-25

- 7. I hereby release, discharge, indemnify, save and hold harmless the Township of Hilton, its officers, employees, elected officials and agents from any and all claims or actions that I or anyone have or may have in the future against the Township of Hilton with respect to my use as a successor/owner of the lot(s) and the statements and representations made in this affidavit.
- $\mathbf{8}_{\leftarrow}$  Lagree to pay any fees imposed under the Township of Hilton Bylaws.

I make this affidavit in support of my application to the use the lot(s) in the Grace United Cemetery. AND I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and affects as if made under oath.

Sworn or affirmed before me at the Municipality of Hilton, in the District of Algoma, on the day	)	Print Name
of	J	Signature
Commissioner for Taking Oaths		

### Schedule "F" to By-law No. 1449-25



### **CONSENT AND RELEASE FORM**

I, heir, exe	ecutor, or other legal representative of
hereby release any and plots mentioned below in the Grace United Cemetery, l to claim the interment rights.	all claims that I may have with respect to the
I hereby release, discharge, indemnify and hold harmle employees, elected officials and agents from any and a may have in the future against the Township of Hilton of the lot(s) and the statements and representations m	ll claims or actions that I or anyone have or with respect to my use as a successor/owne
I have been given an opportunity to seek legal advice pherein. Notwithstanding such opportunity, I hereby acright and claim that I may have to the Interment rights the results and legal consequences of this waiver of legany duress or undue influence and I am signing this co	knowledge and declare to waive any interest provided for herein and I am fully aware of gal advice and confirm that I am not under
Section:	
Range:	
Plot(s):	
Sworn or affirmed before me at the ) in the)	Print Name
District of on the day ) of )	
	Signature
Commissioner for Taking Oaths	

### THE CORPORATION OF THE TOWNSHIP OF HILTON

### BY-LAW NO. 1450-25

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 2025:

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)

CEMC (Alternate)

Jeff Edwards
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. <u>1450-25</u>

David Leask Planning Board Rod Wood **Recreation Committee** Dale Kingsley Donna Smith Penny Wood Barry Elliott Seniors/Disabled Advisory Committee Mike Trainor Landfill Committee Janet Gordanier Rod Wood (Alternate) Rod Wood Community Hall Kitchen Committee **OPP** Board Mike Garside Barbara Church This by-law rescinds By-Law No. 1442-25. Read a first, second and third time and passed this 12th day of February 2025 Acting Clerk-Treasurer Sara Dinsdale Reeve Rodney Wood

### CORPORATION OF THE TOWNSHIP OF HILTON

2983 BASE LINE, HILTON BEACH, ONTARIO POR 1G0

Phone (705) 246-2472 Fax (705) 246-0132

Email: admin@hiltontownship.ca

January 31, 2025

### Statement of Remuneration and Expenses to Members of Council for the Year 2024

Per Municipal Act, 2001, Section 284

Council/Committee Honoraria	Mileage	Total
	-	
\$5395.00		\$5395.00
\$4373.00		\$4373.00
\$4291.00	\$200.00	\$4491.00
\$3960.00		\$3960.00
\$4652.00		\$4652.00
\$22,671.00	\$200.00	\$22,871.00
	\$4373.00 \$4291.00 \$3960.00 \$4652.00	\$5395.00 \$4373.00 \$4291.00 \$3960.00 \$4652.00

Signod:

Acting Clerk Treasurer, Sara Dinsdale



Clerk Report: 2025-02-12-02

Subject: Alarm System Upgrade

Prepared by: Sara Dinsdale

Meeting Date: February 12, 2025

Regular Council Meeting

Our current alarm system provider, Securitas Technologie, has suggested that we upgrade to a new system, as the current one is outdated and has been experiencing some technical issues. Some of the recent issues involve sporadic disconnection from our telephone line, resulting in disarming of the alarm system, inaccurate log summaries of building access and inconsistent security protection. This has resulted in two visits from Bell Canada for technical support as well as two visits and multiple phone conversations with Securitas Technologie for trouble shooting.

This new alarm system is wired and wireless and is connected to the central station via an interactive cellular module that allows control of the alarm system from anywhere through a mobile application. The attached pamphlet provides further information.

The monitoring service includes the actual 24 hours monitoring, the TELUS interactive cell line and the parts and labor extended guaranty.

Since the township has been a long-time client, the attached offer includes five months of free service. The installation fee has been discounted; therefore, the new cost is \$337,87. Our monthly fee drops in price from \$57.08 to \$49,95 due to the fact that we will use a cellular line to transmit the alarm signal to the monitoring station, rather than a telephone line.

Upon Council's consideration and approval of the new system, installation will be scheduled for as soon as possible during the month of February.

1102 ii)

PowerSeries NE



The Next Generation in Scalable Commercial Security Solutions

North America Edition

DSC

Emin Tuen Specially Malache

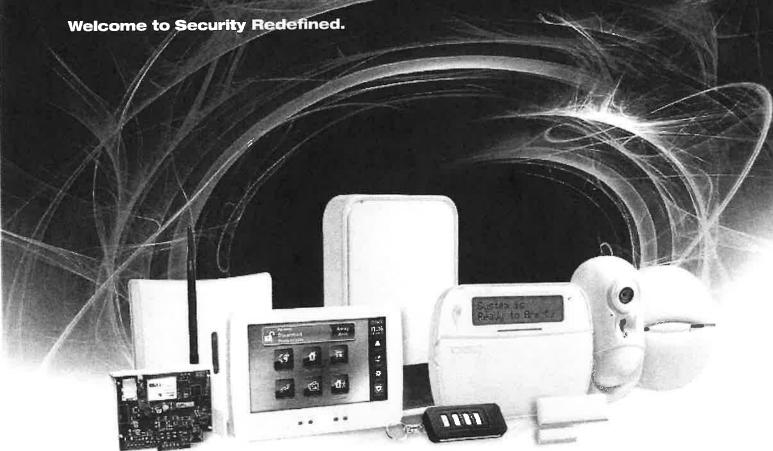
# Technologies collide in the most spectacular way, forming an evolutionary, high-powered hybrid security system suited to protect any business - today and tomorrow.

PowerSeries Neo captures the flexibility of a modular, hardwired system with the simplicity of a wide range of wireless devices and peripherals, resulting in a ground-breakingly comprehensive and versatile hybrid system best suited for residential through to scalable commercial installations.

Infused with industry-leading PowerG 2-way wireless communication, PowerSeries Neo's revolutionary technology forms the core of an unprecedented line-up of features designed to decrease operational costs for dealers while providing a multitude of expansion possibilities for commercial customers.

PowerSeries Neo is designed to be compatible with leading-edge interactive solutions supported by DSC, allowing for a variety of smart home control monitoring features. Anticipating future needs by infinite opportunities to maximise the system, PowerSeries Neo becomes an undisputed first-class investment for the long term of any business.

Four control panels ranging in capacity from 16 to 128 zones provide PowerSeries Neo with a reliable heartbeat to cater to a range of security system installations with even the most demanding partitioning requirements. These panels fully integrate with the extensive selection of PowerG- enabled devices which have been created with simplicity of installation and user-friendliness in mind. The bundled power of PowerSeries Neo is harnessed by distinctive software solutions, reminding you every step of the way that this isn't your typical security system.



### The Secret behind PowerSeries Neo: Mighty Communication Technology

DSC makes a powerful statement with PowerSeries Neo, a new feature-rich platform which leads the industry in redefining scalable commercial security.

The fusion of various state-of-the-art technologies result in a uniquely flexible and modular platform, enabling PowerSeries Neo to cater to a wide spectrum of intrusion industry needs, ranging from residential through to scalable commercial, PowerSeries Neo brings the best of technologies together, adding operational efficiencies while enhancing the reliability of high quality and secure communications.

As customers move towards using VoIP or mobile phones at their premises, PowerSeries Neo offers optional cellular and/or IP communication methods, with cellular and/or IP network as a primary or back-up communication path to ensure high speed, reliable and secure alarm communications.

PowerSeries Neo capitalizes on PowerG, the industry's leadingedge wireless intrusion technology, to offer a series of robust features geared towards decreasing operational costs while providing ultimate reliability in a security system.

### The Power of PowerG

Multichannel, Frequency Hopping Spread Spectrum technology enables the system to hop between wireless frequency channels to ensure the seamless transmission of secure communications between the devices and the control panel. Adaptive Transmission Power translates into up to eight years of battery life for the system's devices and peripherals, reducing battery-replacement incurred costs. High transmission ranges allow for devices to reliably communicate within up to 2 km/2187 yards line-of-sight, therefore reducing the cost of installing additional repeaters to service larger premises. TDMA synchronized communication technology prevents messages from colliding by splitting channels into various time slots, allowing for an increased amount of data transmission and ensuring that devices are able to consistently communicate when needed. 128 bit AES encryption offers exceptionally high level of protection against analysis tools and digital attacks. Other powerful features include protection against lost alarm messages, interference and frequency blocking. These features translate into a number of advantages for both dealers and customers. The system offers potential for extraordinary range to suit scalable commercial demands. Total control from remote allows for easy configuration of devices and peripherals as well as remote diagnostics. Optimized device placement via LED makes any installation quick and simple.

### **Alarm Verification Solutions**

Reliable and effective alarm verification is paramount to any security monitoring service, allowing respondents to clearly identify emergent situations and to take appropriate action more rapidly.

PowerSeries Neo utilizes innovative, regionally compliant alarm verification solutions such as visual verification and two-way audio and sequential detection, greatly reducing incremental high costs that can be incurred by false alarms and unnecessary site-checks while adding to the security professional's RMR. Leveraging numerous technologies as well as the highly effective Support Software, users can accurately but also remotely assess the situation inside the premises when an alarm is triggered by a burglary attempt, fire or other emergency. The software capabilities also eliminate the need for unnecessary site checks – ultimately saving time and cost while enabling responders to be alerted to any potentially dangerous situations.

### **Double-Checking, for Absolute Peace of Mind**

Visual Verification: PowerSeries Neo offers the most sophisticated visual verification solutions through strategically installed PIR cameras which are activated the moment an alarm is triggered. Based on images sent instantly through to the monitoring facility equipped with a Sur-Gard System 5 Receiver, the situation can rapidly and accurately be assessed and escalated to authorities, if required, while providing respondents with critical information.

Audio Verification: PowerSeries Neo utilizes audio alarm verification through a built-in microphone in peripherals which, once an alarm is triggered, allows security service providers to call into the system and listen in on any sounds within the premises to better assess the situation. Any occupants within the premises can also be contacted via a built-in speakerphone for verbal confirmation of the validity of the alarm.

Sequential Alarm Verification: Based on customizable criteria, the PowerSeries Neo panel is able to intelligently monitor associated devices and intrusion-related events to effectively discern real, from false, alarms. Only once the panel has detected a real intrusion sequence of events, the alarm is confirmed with central stations for immediate notification of authorities.



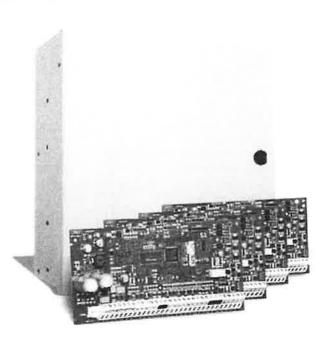
### PowerSeries Neo Control Panels:

### The heart of a new universe in security solutions.

The modular and scalable structure of PowerSeries Neo provides a cost effective, tailored solution for even the most demanding installations and PowerSeries Neo's Control Panels constitute the heart of it.

PowerSeries Neo's control panels cater to the requirements of today's installations, but coupled with one or more of a complete line of expansion modules, the panels offer potential for added expansion capabilities, features and services, protecting the investment in the system and ensuring growth in the future.

In conjunction with a host of keypads, communicators, peripherals and devices, the PowerSeries Neo control panels leverage the technological capabilities which PowerG offers through 2-way wireless communication. to decrease operational costs for dealers while providing ultimate reliability for end users.



### **Control Panels Features**

	HS2016	HS2032	HS2064	HS2128
On-Board Zones	6	8	8	8
Hardwired Zones	16	32	64	128
Wireless Zones	16	32	64	128
Keypad Zone Support	Yes	Yes	Yes	Yes
On-Board PGM Outputs	PGM 1 = 50mA PGM 2 = 300mA	PGM 1 = 50mA PGM 2 = 300mA	PGM 1.3.4 = 50mA PGM 2 = 300mA	PGM 1,3,4 = 50mA PGM 2 = 300mA
PGM Expansion	16 x 50mA (HSM2208) 4 x 500mA (HSM2204)	32 x 50mA (HSM2208) 4 x 500mA (HSM2204)	64 x 50mA (HSM2208) 12 x 500mA (HSM2204)	128 x 50mA (HSM2208) 16 x 500mA (HSM2204)
Partitions	2	4	8	8
User Codes	47+ Master Code	71+ Master Code	94+ Master Code	94+ Master Code
Event Buffer	500 Events	500 Events	500 Events	1000 Events
Hardwired Keypads (with or without prox)	8	8	8	16
Wireless Keypads (with or without prox or voice prompt)	8	8	8	16
Wireless Keys	16	32	32	32
Wireless Sirens	4	8	8	16
Wireless Repeaters	4	8	8	8
Proximity Tags	47	71	94	94

### PowerSeries Neo Keypads: Broad range designed for user-friendliness.

PowerSeries Neo wireless keypads are a primary interface to this revolutionary hybrid system, in keeping with PowerSeries Neo's wide spectrum installation solutions, the PowerSeries Neo keypads are available in a number of options as a solution for any type of installations. The choice of options is extensive, from touchscreens and hardwired keypads available in various display options, through to PowerG-enabled wireless keypads and models with built-in transceivers. The common denominators are ease of installation, simplistic programming and user-friendly interfaces.



### PowerG - Enabled Devices:

## A constellation of PowerG-enabled wireless devices make installation easy.

A wide range of devices leverage the most innovative technologies to capitalize on the convenience, versatility and superior capabilities which the 2-way wireless PowerG technology offers. PowerSeries Neo compatible devices require minimal installation time due to less wiring requirements, allowing for installation of devices in even the most challenging areas. The broad selection of devices includes PowerG-enabled motion detectors, contacts, wireless keys and various life- safety devices such as smoke and carbon monoxide detectors.

Designed with a scalable approach to cater to future needs, the vast selection of available devices and peripherals available for PowerSeries Neo is seamlessly integrated with an exceptionally comprehensive remote service software suite to support innovative leading-edge features such as alarm verification and remote diagnostics.

### PowerSeries Neo Communicators:

## PowerSeries Neo gives you options for ultimate reliability of communications.

Flexible communications are a prerequisite for a system as powerful and as feature-rich as PowerSeries Neo. As traditional phone lines become less common and more users choose VoIP or mobile phones, PowerSeries Neo offers optional cellular and/or IP communication methods to cover a wide range of installation needs. When connected to any PowerSeries Neo control panel, alarm reporting paths can be combined through the Public Switched Telephone Network (PSTN), cellular and/or IP channels. For installations where no phone line is present, the cellular and/or IP communicators provide high speed, reliable and secure alarm communication paths while maintaining the security professional's ability to offer additional RMR services such as alarm verification.





## PowerSeries Neo Software Support: All brains and brawn.

The foundation of a ground-breaking technology platform like PowerSeries Neo lies in its innovative software solutions. Boasting an extremely robust and comprehensive suite of support software, PowerSeries Neo is designed specifically to help security professionals significantly cut time and cost invested in even the most complex of installations.

Based on DLS5 Downloading Software, which runs on Microsoft's powerful .NET Framework 4.0 and utilizes SQLite, DSC has created a powerful combination of software featuring WebSA System Administrator Software, a comprehensive system administration software, and Routine System Management (RSM), a robust set of issue-resolution tools which offers remote diagnostic, inspection and maintenance capabilities, to cater to a wide range of industry needs. The result is a powerful and easy-to-use suite of software focused on delivering unprecedented functionality through remarkably user-friendly interfaces.

Tailored to fit a wide range of operational structures, PowerSeries Neo's software suites cater to a set-up as simple as a single onsite employee managing a single security panel, through to entire teams remotely maintaining and controlling multiple panels through, a network of PCs, significantly cutting manpower and maintenance costs.

Rich features such as firmware-upgrades, real-time status dashboards as well as real-time feedback ensure that all the data is not only rapidly processed accordingly to successfully manage maintenance and issue resolution, but also is packaged in an extremely user-friendly interface so that authorized users can easily run customized status reports as required.

### More power to the user with WebSA System Administrator Software

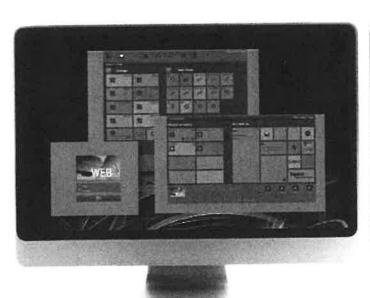
To perfectly complement this extremely flexible hybrid intrusion system, DSC has released WebSA System Administrator Software, revolutionary software which gives administrative users unprecedented ability to manage, monitor and control user functionality of their security system through user-friendly and intuitive interfaces featuring 'Real-Time' Dashboards.

### Remote is key with Routine System Management Software

PowerSeries Neo's powerful RSM is a revolutionary remote issue-resolution and inspection tool, leveraging comprehensive diagnostic data to reduce operating costs by dramatically reducing the number of truck rolls required for diagnostics and maintenance of the security system.

An RSM report is generated after a remote inspection with a summary of the system status, historical events, user patterns and hardware diagnostic data.

Using a simple yet highly efficient workflow process which encompasses steps such as data collection, evaluation, testing and record keeping, RSM removes, wherever possible, the need for site visits.





## The next generation in security.

### Control Panels



6 to 16 Zone Control Panel



8 to 32 Zone Control Panel



8 to 64 Zone Control Panel



8 to 128 Zone Control Panel

PowerG Transceivers



HSM2HOST9 PowerG Host Transceiver Module

PowerG Wireless Repeater



PG9920 Wireless PowerG Repeater

Power Supplies and High & Low Current Output Expansion



HSM2300 Power Supply Module



High Current **Output Module** 



HSM2208 **Output Module** 

Hardwired Expansion



HSM2108 **B-Hardwired Zone** Expander Module

Hardwired Keypads

HSM2955

Two-Way Audio Module

Prox Tag



HS2LCD Full Message LCD Keypad



HS2LCDP Full Message LCD Keypad with Prox Support



HS2ICN **ICON Hardwired** Keypad



HS2ICNP ICON Hardwired Keypad with Prox Support



HS2LED 16-Zone LED Hardwired Keypad



HS2TCHP 7 inch Hardwired TouchScreen Keypad with Prox Support

PowerG Wireless Keypads



MPT Mini Prox Tag

Hardwired Keypads with Built-in PowerG Wireless Transceiver



HS2LCDRF9 Full Message LCD Keypad with Built-in PowerG Transceiver



HS2LCDRFP9 Full Message LCD Keypad with **Built-in PowerG** Transceiver & Prox Support



HS2ICNRF9 ICON Hardwired Keypad with Built-in PowerG Transceiver



HS2ICNRFP9 ICON Hardwired Keypad with **Built-in PowerG** Transceiver & Prox Support



HS2LCDWF9 Wireless Full Message LCD PowerG 2-Way Wire-Free Keypad



HS2LCDWFP9 Wireless Full Message LCD PowerG 2-Way Wire-Free Keypad with **Prox Support** 



HS2LCDWFPV9 Wireless Full Message LCD PowerG 2-Way Wire-Free Keypad with Prox Support & Voice Prompting

### PowerG Devices



PG9938 Wireless PowerG Panic Key



PG9949 Wireless PowerG 2-Button Key



PG9939 Wireless PowerG 4-Button Key



PG9929 Wireless PowerG 4-Button Key



PG9975 Wireless PowerG Door/Window Contact



PG9945 Wireless PowerG Door/Window Contact with Auxiliary Input



PG9904P Wireless PowerG **PIR Motion** Detector



PG9934P Wireless PowerG PIR **Motion Detector** with Integrated Camera



PG9924 Wireless PowerG Curtain PIR **Motion Detector** 



PG9984P Wireless PowerG **Dual Technology** (PIR & MW) **Motion Detector** 



PG9974P Wireless PowerG Mirror Optic PIR **Motion Detector** 



PG9994 Wireless PowerG Outdoor PIR **Motion Detector** 



PG9944 Outdoor PIR **Motion Detector** with Integrated Camera



PG9912 Wireless PowerG Glass Break Detector



PG9935 Wireless PowerG Shock Detector



PG9926 Wireless PowerG **Smoke Detector** 



PG9916 Wireless PowerG Smoke and Heat Detector



PG9913 Wireless PowerG **CO** Detector



PG9905\* Wireless PowerG Temperature Detector

'Optional external waterproof temperature probe (PGTEMP- PROBE)



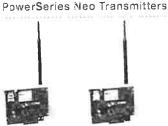
PG9901 Wireless PowerG Indoor Siren



PG9911 Wireless PowerG Outdoor Siren



PG9985 Wireless PowerG Flood Detector



3G2080 **HSPA** Cellular Alarm Communicator



TL2803G Internet and HSPA Dual-path Alarm Communicator



TL280 Internet Alarm Communicator



PCL-422 Communicator Remote Mounting Module



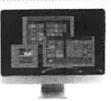
3G8080 / 3G8080I\* **HSPA** Cellular Alarm Communicator compatible with





CD8080 / CD80801\* CDMA Cellular Alarm Communicator compatible with ALARM COM® (US only)

### Software Support



WebSA System Administrator Software

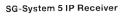


**Routine System** Management Software

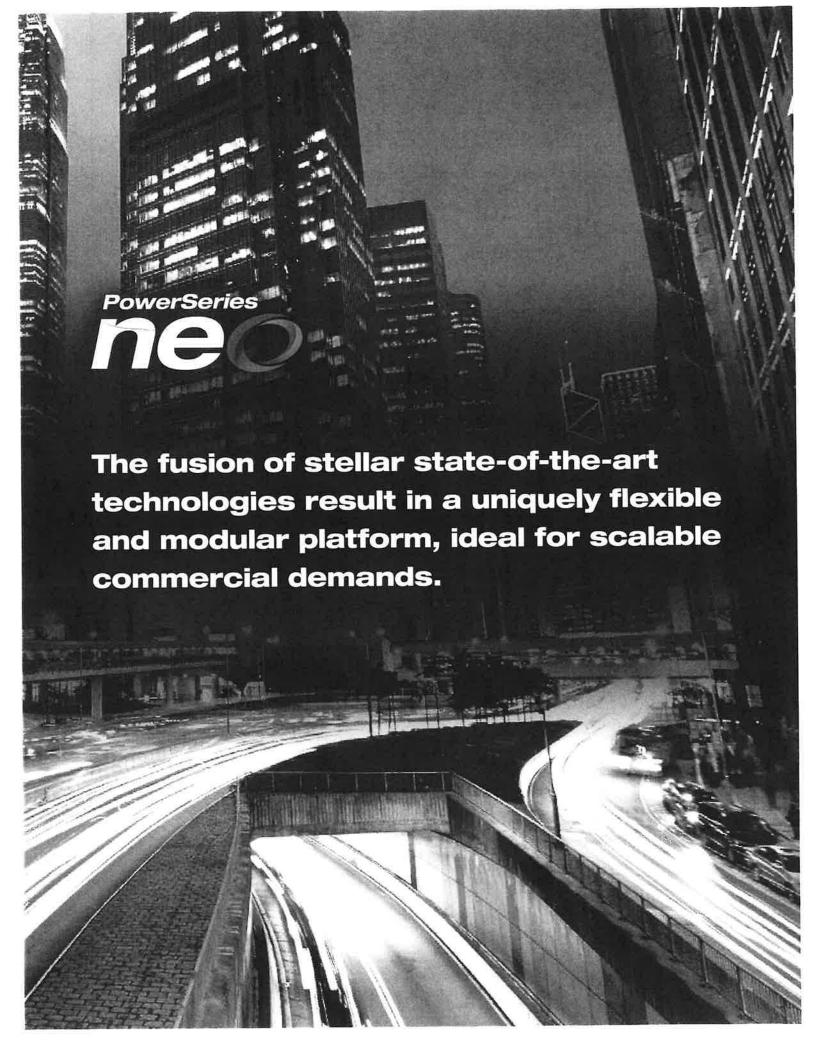


SUR-GARD Monitoring Station Receiver









## PowerSeries Neo



For more information on products please call: +1-905-760-3000 Email: info@dsc.com or contact your DSC Account Representative





## Smart Security for Your Business

## Stay on Top of Your Business

Atturn complifies a full sure of a certained commercial services before a subport any digrange of small and medium sized businesses, from single properties to multi-location enterprises. Our full suite of services give you peace of mind knowing that your properties are protected and your businesses are running smoothly — no matter where you are.

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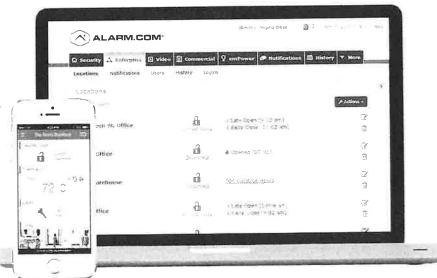
- •Get professionally monitored security with a reliable, secure cellular connection
- Manage employee access across all your locations and know your businesses are safe
- Know your business is always secure, right from our mobile app

### Sannear Buervaning Together

- Reduce energy bills with smart automation
- Enhance your liability control with light schedules
- Control locks remotely for safety and peace of mind

## Know What's Happening

- Cht instant visual verification with Video Monitoring and Image Sensor
- View what's happening at your property in real-time
- Receive awareness alerts to see if your business is opening or closing on time
- Manage multiple business locations through a single login





Interactive Security



Video Monitoring



Energy Management



Intelligent Automation



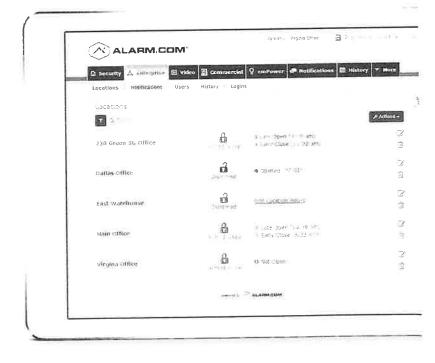
## The Smartest Technology for Your Business

With state of the art services like interactive security, video awareness and energy management solutions, Alarm.com gives you peace of mind knowing that your properties are protected and your businesses are

running smoothly — no matter where you are.

## Always On Security and Awareness

- ✓ Professionally Monitored Security
- Access and Control from Anywhere with Leading Mobile Apps
- ✓ Multi-Location Management
- ✓ Real-Time Activity Alerts
- Live and Recorded Video Monitoring



### Securitas Technology

## COMMERCIAL SUBSCRIPTION FORM Entered into between FIRST NATIONAL ALARMCAP LP hereinafter referred to as "Securitas Technology" and the subscriber described below.

FAC717297 FAM717826

GST: 864570387

E125 Du Golf Blvd \_Montreal (Quebec) H1J 0B2 Tel. 1 855 873-2505 • Fax 514 955-2800 E-mail cec@secuntas.com

OPC Permit 118642 R.B.Q. 8323-1670-44 Sale's Rep Name: DERY GILBERT Subscribers File # 147946 Rep N°: 8414

Reception and management of fire starm signals - Basic service						INFOR	MATION				
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### GENERAL TERMS AND CONDITIONS

- 1. The Subscriber will facilitate access to his building or apartment to allow AlarmCap or its representatives to proceed with any installation, maintenance, repair or recovery work involving its equipment. The Subscriber accepts the inconveniences associated with the installation and/or repair work that the devices and wiring may require. The Subscriber agrees that the putting into service of the various monitoring programs will take place as quickly as possible and that the length of this period may vary from ten to sixty days after the equipment installation date. The Subscriber undertakes to not modify or replace any equipment installed by AlarmCap and to not connect or have connected any equipment other than that already in place in order to not interfere with the smooth operation of the system. The Subscriber who fails to respect this commitment will be entirely responsible for any damage, whether direct or indirect, caused by the failure to meet this obligation. If the installed equipment is battery-powered, the Subscriber will have to change the batteries according to AlarmCap's recommendations.
- 2. The Subscriber is informed that, should there be an interruption in the telephone service or should the telephone lines be cut, no alarm signal can be transmitted to AlarmCap's Monitoring Centre. However, there is a protected line system whereby AlarmCap's Monitoring Centre is informed of the interruption in the Subscriber's telephone service or the cutting of his telephone lines. To obtain this type of service, the Subscriber must submit a specific request to AlarmCap and, as the case may be, he will have to assume the extra charges related to this service.
- 3. The Subscriber must provide all of the information required by AlarmCap and more specifically the telephone numbers of the public departments that serve the locality in which the premises to be protected are situated. The Subscriber will have to notify AlarmCap in writing of any change to this information. The Subscriber is aware that under certain circumstances the installed equipment can produce false alarms. The various circumstances include but are not limited to: an excessive quantity of dust, -a humidity rate in excess of eighty percent; the heat and smoke produced by a cause other than a fire; too low a temperature on the premises (less than four degrees Celsius); a sudden voltage surge due to an overload or lightening; if the Subscriber removes a battery or cuts an electrical wire connected to the equipment. It is in the Subscriber's interest to follow the recommended instructions and standards and to carefully read the documentation, including the Owner's Manual, provided by AlarmCap in order to limit false alarms to a minimum. If a false alarm occurs, the Subscriber will be responsible for the charges and fines that could be claimed by the public departments of the community in which the protected premises are situated. The Subscriber will also be responsible for any expenses and/or charge claimed or eventually claimed by the public departments including in particular, but not being limited thereto, registration and/or service costs. If this agreement provides for the direct connection with a municipal police or fire department or any other department or agency. AlarmCap will not be held responsible for service interruptions resulting from fortuitous events, acts of God, or other causes beyond its control and consequently, the Subscriber agrees that AlarmCap is exonerated from any responsibility that may be associated with any loss or damage whatsoever suffered by the Subscriber. AlarmCap's rights ensuing from this Form may be published in the appropriate registers to make them opposable to
- 4. The Subscriber recognizes that he is responsible for being registered with the police department of his municipality. The Subscriber is aware that AlarmCap is not an insurer, that the protection offered to the Subscriber hereunder is limited and is not absolute; that the amounts that are payable to him hereunder have no relation to the value of the premises or their content and are established based on the stipulations found herein concerning damages and responsibility. The Subscriber exonerates AlarmCap, its employees, agents, representatives or any other person or entity involved directly or indirectly in the supply or the distribution of the here described services, from all responsibility, for losses or damages due directly or indirectly to events (or to circumstances thereof) that the system or service is designed to detect or avoid. The Subscriber agrees to exonerate AlarmCap from all claims resulting from such losses or damages that do not result from its personal action (gross neglect) or that of its representative. On the other hand, if the startup of the various programs of remote monitoring is made starting from a security system already installed at the Subscriber by a company other than AlarmCap, the Subscriber releases AlarmCap of any responsibility due to defect or faulty operation to this system and as for the expenses which the Subscriber could be called to assume following a false alarm or any other reason.
- 5. It will be in the interest of the Subscriber, although he has the choice of the type of protection (number of units, location of equipment, type of installation, etc.), to follow the recommendations of the technician who will install the equipment so that the latter is located in such a way as to ensure its proper operation and thus avoid false alarms. The Subscriber states that he himself has chosen the type of protection that the soon-to-be-protected premises have been equipped with and he acknowledges receipt of the equipment described on this form and on its schedules. The Subscriber states that he has received and has read the Owner's Manual.
- 6. The Subscriber is responsible for sending AlarmCap a written notice, by registered mail, at least 30 days before the termination date of this subscription form to put an end to his commitment. A subscriber who wishes to put an end to the subscription form before the anticipated termination date or the date of any renewal must send to AlarmCap a written notice and, as the case may be recognizes and agrees to pay, in a single payment at the subscription form termination date, the relimbursement of the initial investment, namely: one hundred percent of the total of the remaining monthly services registered in the subscriber terminates it before the ending date foreseen in the subscription form or: ten percent of the total of the remaining monthly services registered in the section SERVICE (S) of the subscription form if the subscriber terminates it before the ending date of any period of renewal of the present subscription form. If there is a cancellation or non-renewal at the expiry of this subscription form, the Subscriber recognizes that AlarmCap has the right to recover all the stickers without exception, identified in the name of Securitas Technology and consequently, the Subscriber agrees to cooperate with AlarmCap, as the case may be.

	PRO	CE	DUR	EIN	I CA	SE	OF	ALA	RM (for information only)								
EVENT TYPE	Premises	2nd call	3rd call	Police	Fireman	Patrol car	Ambulance	List	EVENT TYPE	Premises	2nd call	3rd call	Police	Fireman	Patrol car	Ambulance	List
Burglary / DVACS Open	1	2	3	4				5	Emergency	1			3				2
Burglary/DVACS Open> following by Open	1	2	3					4	Refrigeration	1							2
Fire (regular building)	1			-	2			3	Water level	1		_					2
Panic button: Residential	1		П	2				3	Temperature	1	_						2
Hold Up button: Commercial				1				П	Irregular opening	12	2	3	5				4
Problem with system	1							2	No closing	1_1	2	3				_	4
Fire Keypad	- 1				2			3	Other			_					_
Panic Keypad	1			2	П			3	Keypad manual test (Monitoring Center test)	No	call w	III be	made	;			

### PLEASE READ THE FOLLOWING NOTICE

NOTICE: All modification requests for the PROCEDURE IN CASE OF ALARM or modifications to the CONTACT NAMES IN CASE OF EMERGENCY fists, must be done in writing, signed by the subscriber, and sent to: cec@securitas.com.

Fire call procedure cannot be modify.

#### GENERAL CONDITIONS

- DELIVERY
- The Dates of delivery of the security systems purchased under the terms of this agreement with AlarmCap are established according to AlarmCap's normal installation schedule. However, AlarmCap cannot assume any responsibility resulting from unforeseen delays or Acts of God.
- INSTALLATION AND START-UP
- AlarmCap agrees to install and start up the security systems purchased in a competent manner and according to the conditions set for herein
- The Subscriber will give AlarmCap access to his premises on an interrupted basis during AlarmCap's normal working hours, namely from 8 a.m. to 5 p.m. from Monday to Enday inclusively except statutory holidays 22
- The Subscriber will also give AlarmCap access to his premises for maintenance service following the installation of the security system as well as for regular and exceptional inspections, where 23
- The Subscriber recognizes that the installation work will require the drilling of holes in various parts of his premises. Nevertheless, AlarmCap has the general intention of concealing the wres. In inconspicuous parts of the premises, but in the case where, due to the construction, the decoration or the furnishings, AlarmCap were to determine at its solid discretion that it would not be practical to conceal the wires, they will then be left in a visible state.
- The Subscnoor recognizes that, for the purposes of the installation of the security system purchased, AtamiCap's employees will be able to adapt the installation site so that the installation can be made in keeping with accepted industry practice
- For the purposes of the application of clause 2.4, the Subscriber agrees to exonerate AlarmCap from any damage caused directly or indirectly to the installation site
- The Subscriber underlakes to provide electrical power supply sources operating at one hundred and len (110) volts at the locations specified by AlarmCap to supply the equipment with alternating electrical current, whether it be for the installation of the system or for its operation
- The Subscriber agrees to ensure the removal and reinstallation of floor coverings if this were to be proven necessary for the installation of underlays or wires
- The Subscriber agrees and undertakes to pay any non-standard installation costs
- The price of the security system for the Subscriber is indicated herein and includes the equipment and services specifically chosen by the Subscriber
- In addition to the price of the security system stipulated heren, the Subscriber agrees to pay all current and future federal and/or provincial taxes, all expenses, fines or contributions pertaining to the installation of the security system and any service associated therewith
- The prices indicated herein are fixed for a period not exceeding thirty (30) days from the date of the bid sent to the Subscriber. To be valid, every bid must be approved by a director of AlarmCap.
- 3.4 The price of the security system is payable in the manner stipulated herein
- The Subscriber will have been expressly put in default by the mere lapse of time to perform his 3.5 payment obligations under this agreement
- The Subscriber is aware that he will have to pay late payment charges if AlarmCap does not receive the full payment in the thirty (30) days following the due date of any scheduled payment AlarmCap will be able to charge the following fees to the account: two percent (24) at the thritisen (30th) day following the due date, namely an annual rate of twenty-six point eight two percent
- AlarmCap can disconnect any subscriber who has an overdue balance. To benefit from service again, the Subscriber will first have to settle all late payments and then pay the reconnection costs.
- AlarmCap will treat NSF cheques according to the Criminal Code and will add the banking fees incurred for returned cheque (due to injurificent funds).
- Any partial payment shall first be applied to the interest then the principal, starting by the overdue amounts that are furthest away from the date of payment
- 3 10 Any amount mentioned on the first page of this document is established for the twelve (12) month pend following the date on which the Subscriber and AlarmCap sign this agreement. Thereafter, including at the time of any renewal, any such amount may be increased annually by a percentage not exceeding the most recent Consumer Price index published by Stabistics Canada for a continuous twelve (12) month period for the region in which is situated AlarmCap's office mentioned on the front of this document, two (2) months prior to the anniversary date of the signing of this agreement.
- BASIC WARRANTY

AlarmCap guarantees its products to be free of material and workmanship defects when subject to ordinary use and maintenance for a period of twelve months. The obligation arising from this warranty will be limited to the repair or replacement of any product component which, according to AlarmCap, is found defective owing to material or workmanship when subject to ordinary use and AlarmCap, is found defective owing to material or workmanship when subject to ordinary use and maintenance during the warranty period. The warranty covers for its duration the cost of service calls by technicians, plus material and labour costs. AlarmCap excludes from the warranty the following items: -battery replacement (after the initial 3 months period), -anything requiring action from the technical service due to an error made by the Subscriber or anytone else, -repairs for damage caused by accidents, fortulous events, deteriorations, wrong uses, modifications, security system abuse and act of God, -repairs owing to the Subscriber's failure to follow security-system guidelines provided by AlarmCap or its representatives at the time of the installation, -repairs for defects caused by sower outage. This coverage does not apply to any AlarmCap product, was altered, repaired, moved, deprogrammed, unplugged, added or transformed in any way whatboever without AlarmCap's express written consent. The warranty does not apply when the service is requested outside normal business flours, such hours being from 9.00 a.m. to 5.00 p.m., Monday through Finday and the days which are officially declared a holiday by the Government. For the execution of the warranty, the subscriber must contact Customer Service at the following number: 1-800-253-3638. This warranty may be assigned to a third party at any time.

Extended Maintenance Service E1 includes, in addition to the basic warranty described above, the cost of parts and labour, as well as travel costs of technicians during evenings and weekends until

cost of parts and labour, as well as travel costs of technicians during evenings and weekends until 9 PM, and during statutory holidays.

- 4.1 AlarmCap will assume the upkeep of the security system according to the conditions and limits stated hereinafter.
- 4.2 Subject to clause 4.5 perfaming to the specific exclusions of this warranty, AlarmCap will replace by a new part or by a functioning part or will repair, as the case may be, in all cases, at no cost to the Subscriber, any component of the security system, as determined in section 1 which proves to be defective by reason of the materials used or its installation.
- The length of the warranty referred to in article 4.2 is defined in the "Basic warranty" clause following the start-up of the equipment referred to herounder. During this period, the labour and materials required to replace such defective elements of the security system will be offered to the subscriber at no charge.
- In no case may this basic warranty be transferred in any manner whatsoever
- For the purposes of the application and execution of this warranty, the Subscriber will have to contact AlarmCap at the first side mentioned address as soon as possible. Only the representatives of AlarmCap are authorized to make any inspection, repair or replacement whatsoever of any component of the security system covered by this warranty.
- 4.6 The warranty offered to the Subscriber does not apply in the cases listed below.
- damages caused by accidents, fortuitous events, modifications, incorrect use, unauthorized alterations and abuse of the security system,
- the failure by the Subscriber to properly lock a door, a window or any other place protected by the security system,
- the failure by the Subscriber to follow the instructions for using the security system provided by c) AlarmCap at the time of installation,
- defective telephone lines when it is a monitored security system
- defects caused by the interruption of electric power
- When the Subscriber contacts AlarmCap to request maintenance or repairs under the warranty granted to the Subscriber under the terms of this agreement and following the inspection of the security system by AlarmCap's representative if it is reasonably established that one or more of the aforementioned situations caused the breakdown or apparent breakdown of the security system.

- AlarmCap will then bill the maintenance or repair call by this representative, whether or not the latter had to effect repairs to the security system, according to AlarmCap's rate in effect disclosed to the Subscriber upon request
- If it becomes necessary to make repairs on the security system following the occurrence of any one of the situations mentioned in clause 4.5, AlarmCap will bill these repairs, parts and labour at the regular rate of AlarmCap in effect at that time, which can be provided upon request to the
- It is agreed that AlarmCap is not an insurer and that, consequently, the protection offered to the Subscriber under this agreement is limited. The amounts that are payable hereunder are in no way related to the value of the premises or their content and are set on the basis of the stipulations. found herein, regarding damages and liability
- In addition, AlarmCap will perform its obligations under the agreement diligently and to the best of its knowledge, but will not be responsible for any material prejudice caused otherwise than by intentional or gross neglection its part or on the part of its employees.
- In addition, the Subscriber hereby exonerates AlarmCap from any responsibility for losses or damages resulting from the improper operation of the security system, its installation, and its maintenance which do not result from the personal fact (heavy fault) of AlarmCap or its representatives
- Without limbing the general nature of the foregoing, the Subscriber agrees that AlarmCap will not be responsible for any loss or damage, whether it be suffered by the subscriber or a person at the place of installation of which he is the owner or for which he is responsible, as the result of the failure of any police department or other agency to respond to an alarm that AlarmCap will have controlled.
- If this agreement provides for a direct connection with a municipal police or fire department or any other agency, such department or agency will be able to invoke the provisions of this paragraph against claims made by the Subscriber for any default on the part of such department or agency.
- In no way will AlarmCap be responsible for fines imposed on the Subscriber by any natural person or legal person for false alarms, or for any reason whatsoever
- AlarmCap will not be held responsible for service interruptions resulting from fortuitous events, acts of God or other causes beyond its control
- In the event that clause 5.7 occurs, the Subscriber agrees that AlarmCap is exonerated from all responsibility that may be associated with any loss or damage suffered by the Subscriber.
- In the case of destruction or damage, whatever the cause, of any element or connection of the security system purchased or supplied as part of a subscription (supplied material), as the place of installation of the Subscriber or of the owner of this place, the Subscriber shall be under the obligation to pay AlarmCap the value of the element or the connection, as determined by AlarmCap
- In the case where the security system is purchased, AlarmCap shall remain the absolute owner until such time as the price of the security system has been paid in full
- in the case of destruction or damage, whalever the cause, of any element or connection of the security system purchased or supplied as part of a subscription (supplied material), at the place of installation of the Subscriber or of the owner of this place, the Subscriber shall be under the obligation to pay AlarmCap the value of the element or the connection, as determined by AlarmCap CANCELLATION
- This agreement may be cancelled if the Subscriber fails in his obligation to comply with one or more This agreement may be cancelled if the Subscriber lates in his bollgation to comply will offer our discommitments or terms, in which case AlarmCap may notify him of his default, in which case AlarmCap may notify him of his default, will have thirty (30) days to remedy this default, failing which, the agreement will automatically end after the expiry of the thirty (30) days, and AlarmCap reserves the right to claim liquidated damages for an amount of the obligations resulting from the agreement thus cancelled.
- Without limiting the various causes of default stipulated in this agreement or provided for by law, the Subscriber will be deemed in default in the following instances:
- the Subscriber has assigned his property in favour of his creditors and/or has proceeded to dispose of his assets or has attempted to take advantage of a law respecting insolvency;
- a receiver or a trustee in bankruptcy has been appointed to administer the enterprise of the Subscriber or a portion thereof,
- the Subscriber assigns, transfers or otherwise disposes of his rights or a portion thereof stipulated in this agreement.
- At the expiry of this agreement resulting either from a lapse of time, the failure by the Subscriber to meet his obligations, or the failure to pay on the due date the purchase price. AlternGay will have the right to repossess the security system with or without giving notice to the Subscriber and to avail itself of any other legal recourse at its disposal at that time
- available to any default on the part of the Subscriber, be it under clause 7.2 or any other provision of this agreement, AlarmCap will be able to declare forfeiture of the term of which the Subscriber could benefit to pay the purchase price of the equipment referred to in the section CDESCRIPTION OF EQUIPMENT\* of this agreement. Where such is the case, AlarmCap will then be able to demand at its discretion the full payment of the balance of the price of sale or the repossession of the equipment without obligation on its part to refund the payments already made.
- GENERAL PROVISIONS
- All other equipment in addition to that listed previously in this agreement will be purchased under the terms and conditions stigulated in this agreement.
- Except where provided otherwise, the Subscriber will not be able to transfer his rights or obligations nsuing from this agreement without Alarmoan's prior consent, which cannot be refused arbitrarily. The security system purchased under this agreement will be recognized as having been received
- and installed in accordance with this contract as well as in a good state of operation and repair The Subscriber agrees to use the sociuty system referred to in this agreement with care, diagence and caution, as well as by respecting the final purpose for which it is intended. No modification or alteration will be made to the security system by the Subscriber and the latter agrees not to connect this system to equipment or services other than those offered by AlarmCap.
- 8.5 The Subscriber agrees not to move the security system to a place other than that indicated herein, except with the prior written consent of AlarmCap
- The Subscriber confirms that all of the information given on this agreement is accurate
- Functional and communication test. The Subscriber accepts full responsibility for checking frequently (at least once a week) the state of operation of his security system and for making sure that it communicates with the monitoring center (see the user's manual or guide or the instruction manual or guide). The Subscriber who wishes to transfer their traditional phone service supplier for VOIP or VOC services must assure to keep a digital link or a cellular communication link for the smooth operation of his security system. At the time of the installation of the VOIP or VOC services, the Subscriber must assure that functionality and communication tests have been made on his security system before and after the installation of his new fideling how service. The Subscriber must inform AlarmCap in writing of any defect as soon as possible.
- It is agreed that the rights and obligations stipulated in this agreement will be transferred respectively to the successors, assigns and assignees
- 8.9 AlarmCap will be able from time to time to modify dispositions foreseen in the present agreement, by submitting in writing to the subscriber, the aimed modifications and the subscriber will be considered to have agreed on these, in default of notifying to AlarmCap, its refusal in writing in 30 days following the reception of the aforementioned modifications.
- 8 10 in the event of the assignment and transfer to an assignee of the sums owing or to become owing under this agreement under the terms of a specific assignment of debt, the Subscriber is hereby

The Subscriber undertakes to comply with the terms and conditions of this agreement and to play the sums owing under this agreement without opposing against the assignee any defence or claim by way of reduction, compensation, defence, indemnity, counterclaim or another similar recourse that the Subscriber might have against AlarmCap, with all recourses by the Subscriber aciety being recount March 1997.

Notwithstanding the provisions of this clause, every payment must be made directly to AlarmCap until such time as there is a notice to the contrary on the part of the assigned

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## THE CORPORATION OF THE TOWNSHIP OF HILTON BY-LAW NO. XXXX-25

Being a by-law to prohibit overnight parking during specified months and times, and to prohibit parking on a highway and road allowance that interferes with the removal of snow or ice or the clearing of snow within the Corporation of the Township of Hilton.

**WHEREAS** the Council of the Corporation of the Township of Hilton deems it desirous to restrict the hours for parking or camping on the road allowances within the Township of Hilton;

**AND WHEREAS** Section 8 of the Municipal Act, 2001, S.O., 2001, c.25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person, for the purpose of exercising its authority under this or any other Act;

**AND WHEREAS** Section 11 of the Municipal Act, 2001, S.O., 2001, c.25, as amended, authorizes municipalities to enact by-laws regulating parking;

**AND WHEREAS** pursuant to Section 63(1) of the Municipal Act, 2001, S.O., c.25, permits a municipality, subject to subsection 170(15) of the Highway Traffic Act R.S.O. 1990, c.H.8, to remove and impound or restrain and immobilize any object or vehicle placed, stopped, standing or parked on or near a highway in contravention of this by-law;

AND WHEREAS pursuant to Section 100 and 10l(1) of the Municipal Act, 2001, S.O., c.25 as amended, permits a municipality, subject to subsection 170(15) of the Highway Traffic Act, R.S.O. 1990, c. H.8, to remove and impound or restrain and immobilize any vehicle, at the owner's expense, parked or left in contravention of this by-law.

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

### 1. DEFINITIONS

### 1.1 In this By-law:

"Council" means the Council of the Corporation of the Township of Hilton

"Highway" includes a common and public highway, street, driveway, any part of which is intended for, or used by, the general public for the passage of vehicles and includes the area between the lateral property lines thereof;

"Highway Traffic Act" means the Ontario Highway Traffic Act, R.S.O. 1990, c. H.8, as amended;

"Motor Vehicle" includes an automobile, motorcycle, trailer, and any other vehicle propelled or driven otherwise than by muscular power;

"Municipal By-law Enforcement Officer" means a person appointed by the Council of the Corporation of the Township of Hilton to enforce municipal by-laws;

"Park" or "Parking" when prohibited means the standing of a vehicle, whether occupied or not, except when standing temporarily for the purpose of and while By-law XXXX-25 - Prohibit overnight parking, parking that interferes with the removal of snow or ice or the clearing of snow/restrict hours of parking or camping on road allowances (cont'd)

actually engaged in loading or unloading merchandise or passengers;

"Shall" shall be construed as imperative.

"Road allowances" shall include all opened and unopened roads within the Township of Hilton.

### 2. INTERPRETATION

- 2.1 In this By-law:
  - (a) Words importing the singular number or the masculine gender only, include more persons, parties or things of the same kind than one and females as well as males and the converse;
  - (b) A word interpreted in the singular number has a corresponding meaning when used in the plural;
  - (c) "Motor vehicle", when used as part of a prohibition of parking or stopping, includes any part thereof, and
  - (d) "Subsection" when used without reference to another section, refers to a subsection contained in the same section in which the phrase is used.
- 2.2 It is declared that if any section, subsection or part or parts thereof be declared by any court of law to be bad, illegal or ultra vires, such section, subsection or part or parts shall be deemed to be severable and all parts hereof are declared to be separate and independent and enacted as such.

### 3. GENERAL REGULATIONS

- 3.1 No person shall park a motor vehicle or permit a motor vehicle to remain parked on any highway so as to interfere in any manner with the work of:
  - (a) Removing snow or ice
  - (b) Clearing of Snow
  - (c) Grass Cutting
  - (d) Brushing
  - (e) Tree trimming
  - (f) Cleaning Ditches
- 3.2 No person shall park a motor vehicle, travel trailer, motor home, tent trailer, tent or camper to remain parked on any highway or road allowance in the Township of Hilton at any time from November 1<sup>st</sup> of one year to April 30<sup>th</sup> of the following year.
- 3.3 No person shall park any motor vehicle, travel trailer, motor home, tent trailer, tent or camper of any type on any highway or road allowance in the Township of Hilton between May 1<sup>st</sup> and October 31<sup>st</sup> between the hours of 7:00 am on Monday and 7:00 pm on Friday of each week inclusive without having received prior permission from the municipality.
- 3.4 Any vehicle, travel trailer, motor home, tent trailer, tent or camper of any type found parked on any road allowance between the above noted hours and for which the owner

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By-law XXXX-25 - Prohibit overnight parking, parking that interferes with the removal of snow or ice or the clearing of snow/restrict hours of parking or camping on road allowances (cont'd)

has not received prior permission from the municipality, may be removed by the municipality at the owner's expense with no liability to the Township of Hilton.

### 4. OFFENCES AND FINES

4.1 Every person who contravenes any provision of this Bylaw is guilty of an offence and upon conviction is liable to a fine as provided for in the Provincial Offences Act, R.R.S. 1990, c. P. 33, as amended.

## 5. VEHICLES SUBJECT TO REMOVAL WHEN ILLEGALLY PARKED

- 5.1 In addition to any other penalties provided by this Bylaw, upon discovery of any motor vehicle parked on any highway or road allowance in contravention of any provision of this By-law, a municipal by-law enforcement officer or police officer may cause such motor vehicle to be moved or taken to and placed or stored in a suitable place, without notice.
- 5.2 All costs and charges incurred for removing, taking away and storing a motor vehicle pursuant to Subsection (1) of this Section, shall be a lien upon the motor vehicle, which lien may be enforced in the manner prescribed by Section 4 of the Repair and Storage Liens Act, R.S.O. 1990, C. R.25, as amended.

### 6. PENALTY

- 6.1 Every person who contravenes any provision of this bylawis guilty of an offence and on conviction is liable to a fine as provided for in the Provincial Offences Act R.S.O. 1990, c. P.33, as amended.
- 6.2 Any person violating this by-law shall be subject to a penalty ranging from \$250.00 to \$500.00 as per the following:

First Offence - \$250.00; Second Offence - \$400.00; Third or More Offences - \$500.

6.3 These set fines are exclusive of costs, and all such penalties shall be recoverable under the Provincial Offences Act. Offenders have the opportunity to remit the base amount of the fine directly to the Hilton Municipal Office, 2983 Base Line, Hilton Beach, Ontario, if they do not wish to go through the court.

### 7. SEVERABILITY

7.1 Where a Court of competent jurisdiction declares any section or part of a section of this by-law invalid, the remainder of this by-law shall continue in force unless the Court makes an Order to the contrary.

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By-law XXXX-25 - Prohibit overnight parking, parking that interferes with the removal of snow or ice or the clearing of snow/restrict hours of parking or camping on road allowances (cont'd)

### 8. REPEAL

- 8.1 By-law #727 is hereby repealed.
- 8.2 Any By-law inconsistent with this by-law shall hereby be repealed.

### 9. ENACTMENT

This by-law shall come into force and effect upon third and final reading of Council.

Read a first and se	cond time this	_ day of	2025.	
Read a third and fi	nal time and passe	ed this day of	f	2025.
Reeve Rodney Wo	od	Α	cting Clerk Sa	ra Dinsdale



#### **MEMORANDUM**

TO: Hilton Township

FROM: Antoinette Blunt, Integrity Commissioner

Ironside Consulting Services Inc

**DATE:** Report Submitted: 30 January 2025

**SUBJECT:** Report of the Integrity Commissioner

Covering the period from 1 January 2024 to 31 December 2024

### **Appointment**

On February 6, 2019, the Council of Hilton Township appointed Antoinette Blunt, President, Ironside Consulting Services Inc. as the Municipality's first Integrity Commissioner. The appointment was effective February 6,2019, according to By-Law No. 1233-19. The appointment was further extended according to By-Law 1324-22 until December 31, 2024.

### Municipal Act, 2001

Section 223.6 (1) of the Municipal Act states, that" If the Commissioner provides a periodic report to the municipality on his or her activities, the Commissioner may summarize advice he or she has given but shall not disclose confidential information that could identify a person concerned. 2006, c. 32, Sched. A, s. 98."

### Activities, Expenditures During Period and Total Since Appointment

Information regarding Integrity Commissioner services was provided to a resident.

There was a complaint (#2024-1), from an employee, Ms. Mary Lynn Duguay against the Reeve, Rodney Wood, alleging he violated the Code of Conduct. Given the Integrity Commissioner was providing human resources services to the Township, the inquiry proceeded utilizing the services of Mr. John Hart of Ritchie Ketcheson Hart & Biggart LLP. The report was presented to an Open Meeting of Council held on July 24,2024.

Expenditures for the period were \$\$8,055.49

This is the total amount of expenditures since date of appointment on February 6, 2019.

Matthew's Memorial Hospital Association P. O. Box 171
Richards Landing, Ontario
POR 1 JO
Dec. 20, 2024

Dear Reeve wood and Council

On behalf of the Matthews Memorial Hospital Association (MMHA) I would like to thank you for your Municipality's support over the years.

In 2025 Matthews Memorial Hospital will celebrate its 100th Anniversary of providing health care in our area. MMHA owns the hospital building as well as the Bridgelink Medical Clinic. We provide the Physicians with offices to practice in. In order to keep a 24/7 Emergency Hospital we need to bring in Doctors. We are responsible for Doctor Recruitment and Retention, which includes actual recruiting (paying someone to visit Medical Schools, etc.) and retention costs (which includes moving costs, housing allowances, Clinic maintenance, phone/ computer upgrades, equipment, and annual bonuses).

MMHA relies on Municipal donations and fund raising to pay for all of this since the Government has deemed Doctor Recruitment and Retention the responsibility of the Municipalities.

Although there has been much concern throughout the North Shore area concerning Doctor shortages and closure of Emergency departments, we are fortunate to have 2 full time Doctors. We continue to recruit more Doctors to serve our communities health needs. This will be costly.

MMHA is committed to providing high quality care for all residents in our catchment area. Without the continued support of the Municipalities we serve, this would not be possible. Your support is VITAL and greatly appreciated. Your Municipality's donation can be sent to MMHA at the above address or by e transfer to MMHA.sji@gmail.com.

Thank you for your generosity.

Yours truly,

Marleo Hopkins Mariee Hopkins Chair MMHA



580 Second Line East
Sault Ste. Marie, ON P6B 4K1
(705) 759-5081
info@saultcrimestoppers.com

## www.saultcrimestoppers.com Executive Directors

Michael Goodship, CPA, CGA Chair/Treasurer

Velvet Redmond Harten Vice-Chair

### **Directors**

Andrew Bessell Brian Lester Spencer Sharabura

### **Coordinators**

Cst. Ashley Nickle, OPP
Algoma District
Program Coordinator

Kendra Addison Sault Ste. Marie Program Coordinator

### Support

Henry Jin Volunteer Assistant Coordinator



January 13, 2025

Reeve Rodney Wood Hilton Township 2983 Base Line Hilton, Ontario P0R 1G0

Dear Reeve Rodney Wood,

### Celebrating 40 Years of Crime Stoppers – Your Support Makes a Difference

I hope this message finds you well. My name is Michael Goodship, and I am the Chair/Treasurer of Crime Stoppers of Sault Ste. Marie and Algoma District. As we proudly celebrate the 40th Anniversary of Crime Stoppers, I am reaching out to request your continued support in making a lasting impact on our community.

Crime Stoppers has been an invaluable resource for law enforcement and the public, providing a safe and anonymous way for people to report crimes and help solve cases. However, our work is only possible because of the generosity of local communities like Hilton Township. We kindly ask for your consideration of a donation of \$500 this year to help fund our critical promotional efforts. This contribution will directly support our programs that raise awareness about Crime Stoppers and drive participation, which ultimately helps solve crimes and keep our neighborhoods safe.

The impact of your donation is significant. It will enable us to expand our outreach and visibility across the district through initiatives like community events, local advertising, and educational materials. Your support not only helps fund these efforts but also makes a tangible difference by encouraging more tips and resulting in more solved crimes.

As a valued partner of Crime Stoppers, your community will receive numerous benefits, including:

- Enrollment in our Community Advocate Program, which highlights your commitment to public safety.
- Recognition on our website for one year, showcasing your support for this important initiative.
- Distribution of Crime Stoppers decals and signage in your community, raising awareness of how citizens can contribute to solving crimes.

Over the years, we have had the privilege of participating in local events where we distributed promotional materials such as pens, notepads, and hunting hats. These events allow us to engage directly with the community, fostering positive relationships and encouraging public participation in our program. We are eager to continue this engagement and are open to any suggestions you might have for future events, community presentations, or other initiatives to promote Crime Stoppers in Hilton Township.

With your support, we can continue to expand our reach and make an even greater impact. The funds raised help us run effective campaigns that directly lead to more tips, more crimes solved, and a safer community for everyone. We hope that you

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will consider a contribution of \$500, or whatever amount is possible for your township, to ensure Crime Stoppers can continue its work in Hilton Township and beyond.

Thank you for your time and consideration. I look forward to the possibility of partnering with you again this year in making our district a safer place to live.

Please feel free to contact Kendra Addison, Coordinator, at (705) 759-5081 or by email at kendra@saultcrimestoppers.com for any further details or questions. You may also reach out to me directly at (705) 257-0775 or by email at michael@saultcrimestoppers.com.

Sincerely,

Michael Goodship, CPA, CGA

Chair/Treasurer

Crime Stoppers of Sault Ste. Marie and Algoma District



## Memo

Meeting Date: February 12, 2025

**Subject: Landfill Committee Meeting** 

Regular Council Meeting

Prepared by: Sara Dinsdale

A landfill committee meeting will be held in April 2025. Date is still to be determined.



Sault Ste. Marie Office 405 Queen St E, Suite 302 Sault Ste. Marie, ON P6A 1Z5 P: 705-253-3800 P: 705-942-0142 F: 705-253-5811

VIA EMAIL: admin@hiltontownship.ca

Wawa Office 37 Broadway Ave Wawa, ON POS 1K0 P: 705-856-4970 F: 705-942-7188

MICHAEL C. ALLEMANO (Retired)
PETER J. BERLINGIERI\*
CHRISTOPHER P. COCCIMIGLIO

February 4th, 2025

Township of Hilton 2983 Base Line Hilton Beach, Ontario P0R 1G0

Attention: Sara Dinsdale - Clerk & Treasurer

Dear Mrs. Dinsdale:

Re: Short Term Rentals File No. 2697-14

I am pleased to provide a summary of the work undertaken on behalf of the Township of Hilton regarding the enforcement and verification of short-term rental operations prior to the passage of By-law 1407-24, which limits short-term rentals to one per 1,000 feet.

The primary focus of this matter was to develop a clear framework for evaluating claims of preexisting short-term rental operations. This included conducting legal research into acceptable forms of documentation, preparing a detailed list of evidence that can be requested from property owners, and drafting a practical approach to assessing claims.

To address the situation where a property owner claims to have operated a short-term rental prior to the by-law's enactment, we recommend requesting the following forms of evidence:

- Tax declarations of rental income: Owners should provide evidence of declared rental
  income, such as e-transfer receipts or other payment records, reflected in their tax filings.
  This offers verifiable proof of financial transactions.
- Utility bills: A review of utility usage for the claimed rental period can indicate whether
  the property was occupied. A spike in utility usage during the alleged rental period would
  support claims of operation.
- Insurance documentation: Short-term rental properties typically require specialized insurance coverage. Proof of such insurance during the alleged rental period would substantiate the claim.
- Property improvements: Documentation of improvements made to accommodate

www.AlgomaLawyers.ca

renters, such as invoices for renovations or upgrades, could corroborate operational claims.

- Sworn affidavits/statutory declarations: Owners and any renters can be asked to provide sworn statements detailing the property's use, rental dates, and payment details.
- Neighbor statements: Affidavits or written statements from neighbors disputing or supporting the claims could provide valuable context regarding the property's use during the relevant period.

These forms of evidence provide a robust and defensible framework for verifying whether a property was being legitimately rented as a short-term rental before By-law 1407-24 was enacted. Importantly, we also recommend that property owners submit an attestation or statutory declaration affirming the accuracy of the documents provided. False or misleading declarations would constitute a violation of the by-law and could be grounds for enforcement action.

This matter is now complete. Should you require any further assistance or have questions regarding the use or implementation of these documents, please do not hesitate to contact us.

We remain,

Yours truly,

Peter J. Berlingieri Professional Corporation

Per:

Peter J. Berlingieri

PJB/nn Encl

## Peter J. Berlingieri Professional Corporation

405 Queen Street, Suite 302 Street Sault Ste. Marie, ON P6A 1Z5 Ph. (705) 253-3800 Fax. 705-253-5811

February 4, 2025

Invoice

Township of Hilton 2983 Base Line Hilton Beach, Ontario P0R 1G0

Invoice Date:

4 February 2025

Invoice No:

780

Due Date:

6 March 2025

Matter: 2697-14 - Corporation of the Township of Hilton Re: Short Term Rentals

Fees: \$400.00

Tax on Fees: \$52.00 Disbursements: \$105.00

Tax on Disbursements: \$13.65

Invoice Total (including Tax): \$570.65

HST @13%:

\$65.65

Transferred from Trust: \$0.00
Outstanding Balance: \$0.00

Amount Due: \$570.65

THIS IS OUR ACCOUNT HEREIN
PETER J. BERLINGIERI PROFESSIONAL CORPORATION

Peter Berlingieri

E & OE All Accounts Are Payable Upon Receipt HST # 757010335

Professional Fo	ees	The second
Date	Description	Amount
2024/08/29	TO ALL PROFESSIONAL SERVICES RENDERED with respect to the above captioned, including all necessary consultations, correspondence, telephone calls, etc. and more specifically to the following: to 30 minute meeting with client on August 29, 2024; to legal research regarding acceptable forms of documentation; to preparation and drafting of list of acceptable documentation; to reporting to you and to generally acting on your behalf	\$400.00
		\$400.00

Disbursements

Dispursements			Tax
Date	Description	Amount	Tax
Date	Administration and Technology Fee	\$75.00	\$9.75
	Office Stationary and Postage	\$30.00	\$3.90
	Office Stationary and 1 ostage	\$105.00	\$13.65



Scan and Pay Online

Click below or scan the QR code with your phone or tablet and pay securely online via a payment method that suits you



Alternatively you can enter this URL in your browser.
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Sault Ste. Marie Office 405 Queen St E, Suite 302 Sault Ste. Marie, ON P6A 1Z5 P: 705-253-3800 P: 705-942-0142 F: 705-253-5811

VIA EMAIL: admin@hiltontownship.ca

Wawa Office 37 Broadway Ave Wawa, ON POS 1K0 P: 705-856-4970 F: 705-942-7188

MICHAEL C. ALLEMANO (Retired)
PETER J. BERLINGIERI\*
CHRISTOPHER P. COCCIMIGLIO

February 4th, 2025

Township of Hilton 2983 Base Line Hilton Beach, Ontario P0R 1G0

Attention: Sara Dinsdale - Clerk/Treasurer

Dear Mrs. Dinsdale:

Re: General Advise – Cemetery Affidavit File No. 24-222

We are pleased to provide a comprehensive summary of the work completed in connection with the preparation of documents and guidance related to interment rights for burial plots in Grace United Cemetery, located in the Township of Hilton.

The primary focus of this engagement was the creation of two key documents: the **Affidavit of Interment Rights** and the **Consent and Release Document**. These documents were meticulously drafted to address interment rights claims in a clear, legally compliant, and enforceable manner. The **Affidavit of Interment Rights** establishes and confirms rightful ownership and use of burial plots, while the **Consent and Release Document** ensures that all heirs, executors, or other legal representatives formally relinquish any competing claims to the plots. Both documents include indemnity clauses to help protect the Township of Hilton from liability arising from unauthorized or improper claims to interment rights.

In drafting these documents, we ensured compliance with relevant legal frameworks, including the *Funeral, Burial, and Cremation Services Act, 2002 (*"Act"), while addressing practical considerations unique to the Township. To further protect the Township, we recommend consulting with your insurance provider to review these documents. Their feedback on any additional clauses or revisions will help ensure full coverage and limit liability. Once input is received, the finalized documents can be incorporated into the by-laws governing cemetery operations.

Additionally, we addressed concerns related to unauthorized burials and the scattering of ashes, which pose significant risks of non-compliance with both the Criminal Code and the Funeral, Burial and Cremation Services Act, 2002:

- Criminal Code, Section 430(c): Unauthorized burials or ash scattering could constitute
  mischief, as they obstruct, interfere with, or interrupt the lawful use, enjoyment, or
  operation of the cemetery.
- Funeral, Burial and Cremation Services Act, 2002, Section 5: Only licensed cemetery operators are authorized to permit burials, cremations, or ash scattering.

If necessary, complaints can be escalated to the Registrar of Cemeteries under Section 66 of the Act, which may result in fines of up to \$50,000. However, given potential discrepancies in the cemetery's plotting and record-keeping, we recommend avoiding any action that could prompt an investigation of the cemetery itself. Instead, we suggest issuing a clear public statement or utilizing other outreach methods to inform residents that all burials must go through the proper channels and that unauthorized use of the cemetery will not be tolerated.

The finalized documents reflect a comprehensive approach to resolving interment rights claims while minimizing risks to the Township. These deliverables now provide a clear framework for the Township to address current and future claims effectively.

This matter is now complete. Should you require any further assistance or have questions regarding the use or implementation of these documents, please do not hesitate to contact us.

We remain,

Yours truly,

Peter J. Berlingieri Professional

Corporation

Per:

Peter J. Berlingieri

PJB/nn Encl

## Peter J. Berlingieri Professional Corporation

405 Queen Street, Suite 302 Street Sault Ste. Marie, ON P6A 1Z5 Ph. (705) 253-3800 Fax. 705-253-5811

February 4, 2025

Invoice

The Township of Hilton 2983 Base Line Hilton Beach, Ontario P0R1G0

Invoice Date:

4 February 2025

Invoice No:

1065

Due Date:

6 March 2025

Matter:

24-222 - Cemetery Affidavit

Fees:

\$2,500.00 Tax on Fees: \$325.00

Disbursements: \$180.00

Tax on Disbursements: \$23.40

\$3,028.40 Invoice Total (including Tax):

HST @13%: \$348.40

\$0.00 **Transferred from Trust:** \$0.00 **Outstanding Balance:** 

**Amount Due:** \$3,028.40

THIS IS OUR ACCOUNT HEREIN PETER J. BERLINGIERI PROFESSIONAL CORPORATION

Peter Berlingieri

E & OE

All Accounts Are Payable Upon Receipt

HST # 757010335

Professional Fo	ees	
Date	Description	Amount
2024/11/21	TO ALL PROFESSIONAL SERVICES RENDERED with respect to the above captioned, including all necessary consultations, correspondence, telephone calls, etc. and more specifically to the following: to legal research and to drafting of Internment Rights Affidavit, Consent and Release Document; to drafting of solution/research document; to summary email dated September 6, 2024; to reporting to you and to generally acting on your behalf.	\$2,500.00
	only dates soprement and a service of the service o	\$2,500.00

**Disbursements** 

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Date	Description	Amount	Tax
	Administration and Technology Fee	\$150.00	\$19.50
	Office Stationary and Postage	\$30.00	\$3.90
	ombo otomorally and rectage	\$180.00	\$23.40

### Scan and Pay Online



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Pay Online

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Sault Ste. Marie Office 405 Queen St E, Suite 302 Sault Ste. Marie, ON P6A 1Z5 P: 705-253-3800 P: 705-942-0142 F: 705-253-5811

> Wawa Office 37 Broadway Ave Wawa, ON POS 1K0 P: 705-856-4970 F: 705-942-7188

MICHAEL C. ALLEMANO (Retired)
PETER J. BERLINGIERI\*
CHRISTOPHER P. COCCIMIGLIO

February 4th, 2025

Township of Hilton 2983 Base Line Hilton Beach, Ontario P0R 1G0

Attention: Sara Dinsdale – Clerk/Treasurer

Dear Mrs. Dinsdale:

Re: General Matters File No. 2697-1

In keeping with our office policy of rendering periodic accounts in matters that are ongoing over a considerable period of time, I am enclosing herewith my account for services rendered for calendar year 2024.

I trust you will find the attached account satisfactory.

If you have any questions regarding the attached, please do not hesitate to contact my office.

We remain,

Yours truly,

Peter J. Berlingieri Professional

VIA EMAIL: admin@hiltontownship.ca

Corporation

Per:

Peter & Berlingien

PJB/nn Encl

## Peter J. Berlingieri Professional Corporation

405 Queen Street, Suite 302 Street Sault Ste. Marie, ON P6A 1Z5 Ph. (705) 253-3800

Fax. 705-253-5811

February 4, 2025

Invoice

Township of Hilton 2983 Base Line Hilton Beach, Ontario POR 1G0

Invoice Date:

4 February 2025

Invoice No:

1064

Due Date:

6 March 2025

Matter: 2697-1 - Re: General Matters

Fees: \$1, Tax on Fees: \$1

\$1,350.00 \$175.50

Disbursements: \$180.00
Tax on Disbursements: \$23.40

Invoice Total (including Tax): \$1,728.90

HST @13%: \$198.90

Transferred from Trust: \$0.00

Outstanding Balance: \$0.00

Amount Due: \$1,728.90

THIS IS OUR ACCOUNT HEREIN
PETER J. BERLINGIERI PROFESSIONAL CORPORATION
Per

Peter Berlingieri

E & OE

All Accounts Are Payable Upon Receipt

HST # 757010335

Professional Fo	ees	
Date	Description	Amount
2024/08/08	To meeting with Mr. Berlingieri and Mr. Naccarato on August 8, 2024 re: Acting Reeve.	\$400.00
2024/08/20	To meeting with municipal lawyer Virginia MacLean on August 20, 2024. To subsequent correspondence with Virgina MacLean re: Acting Reeve.	\$200.00
2024/08/20	TO ALL PROFESSIONAL SERVICES RENDERED with respect to the above captioned, including all necessary consultations, correspondence, telephone calls, etc. and more specifically to the following: to preparation of case analysis; to legal research and statute law review; to reporting to you and to generally acting on your behalf re: Acting Reeve.	\$675.00
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Disbursements		Amount	Tax
Date	Description	\$150.00	\$19.50
	Administration and Technology Fee Office Stationary and Postage	\$30.00	\$3.90
	Child district obage	\$180.00	\$23.40



### Scan and Pay Online

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2024/08/20 To meeting with Mr. Naccarato on August 21, 2024 re: Acting Reeve.



Alternatively you can enter this URL in your browser.

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\$75.00 • \$1,350.00

### CORPORATION OF THE TOWNSHIP OF HILTON Payment Voucher January 2025

NAME	DESCRIPTION	AMOUNT (	CHEQUE #
Canada Revenue Agency	December source deductions	\$8,619.99	14086
Inister of Finance	Policing, October & November	\$13,610.00	14087
Ilgoma Power Inc.	Power for November	\$286.26	14088
ell Canada	Telephone, office & garage	\$304.79	14089
ulloch Engineering Inc.	November inspections, consultations & mileage	\$353.92	14090
'oid	Printing Error		14091
Co-Op	Fuel	\$1,451.92	14092
AcDougall Energy Inc.	Propane	\$1,229.38	14093
Campana Appraisals Ltd.	Appraisals for possible land swap	\$2,260,00	14094
tobie Mechanical & Welding	13 tons of salt	\$2,090.50	14095
ncompassIT.ca	IT support	\$33,62	14096
yons TIM-BR Mart	Fire dept. locks and tags	\$27.99	14097
oromont	Parts for excavator	\$342.66	14098
ASR Tire Ltd.	Parts for snow plow	\$2,154.91	14099
/illage of Hilton Beach	Landfill operating expense 2024 (not including recycling)	\$36,528.09	14100
Safeguard Business Systems Ltd.	Pre-printed Cheques	\$601.68	14101
Fraction	Fluids for equipment	\$621.36	14102
Phoenix Emergency Management Logic	CEMC fees for 2024	\$2,260.00	14103
North Channel Heating & AC	Furnace inspection and filters	\$333.35	14104
Centvale Merchants Ltd.	Chainsaw repair	\$174.87	14105
Algoma Ag Centre	Cemetary gates	\$1,260.81	14106
Algoma Office Equipment	Photocopier contract	\$50.66	14107
Algoma Power Inc.	Power for December	\$316.49	14108
Association of Municipalities of ON	Membership	\$941.80	14109
Algoma Public Health	2025 Municipal levy	\$17,848.00	14110
Algoma District Municpal Assoc.	2025 Membership	\$100.00	14111
Bell Canada	Telephone, office & garage	\$284.58	14112
East Algoma Road Super. Assoc.	2025 Membership	\$195.00	14113
MPAC	Quarterly billing	\$4,590.14	14114
Algoma Distric Services Admin Board	2025 Municipal levy	\$27,052.50	14115
Reliable Maintenance Products	Office supplies	\$22.77	14116
EncompassIT.ca	Annual fees & software updates	\$1,166.32	14117
Void	Printing Error	4740.44	14118
Co-Op	Fuel	\$718.41	14119
Kentvale Merchants Ltd.	keys, tractor tubes	\$83.34	14120
Linde Canada Inc.	Shop Supplies	\$300.35	14121 14122
EncompassIT.ca	Setting up 'Britney' profile, running interim taxes	\$1,856.15	14123
Co-Op	Fuel	\$530.60	
Certified Laboratories	Shop supplies	\$692.29	
Canada Post	USD postage for tax bills	\$23.39	
Petty Cash	Fire Dept - Christmas cards, Office Petty - civic # maps	\$93.59	
Village of Hilton Beach	Recycling Fees for 2024	\$16,557.78	
Wanita Barber	January Cleaning	\$90.00	14129
VOID	Printing Error		14123
		\$936.20	AFT
Leonard Bringleson	Reimbursement for parts and safety equip.	\$168.00	
Mike Trainor	January Council Honorarium	·	
Rodney Wood	January Council Honorarium	\$168.00	
Janet Gordanier	January Council Honorarium	\$168.00	
Hope, Robert	January Fire Chief Honorarium	\$200.00	
Leonard Bringleson	Reimbursement for mileage while municpal pick up under repair	\$138.96	
Britney MacKay	Reimbursement for criminal check	\$67.79	
Sara Dinsdale	Reimbursement for mileage	\$39.74	
OMERS	January pension contributions	\$2,846.90	) AFT
	Rd's cell, AMCTO membership, internet, retirement gift, business cards,	±=	
Northern Credit Union Visa	pick-up gas, fire dept Christmas party	\$2,720.42	
WSIB	Oct. 1-Dec. 31, 2024 premiums	\$2,119.20	) EFT
	Final Visa payment before closing (roads cell, software, MTO license		
Scotia Visa	renewal)	\$2,044.94	1 EFT
Equitable Life	Group benefits and life insurance Jan, 1-31, 2025	\$2,343.28	3 Auto payr

Total \$162,021.69