

AGENDA

GEORGIAN CLIFFS MEMORIAL PARK CEMETERY ADVISORY COMMITTEE



Thursday, November 4, 2021

10:00 a.m.

Via Zoom Meeting

9 James Street, Parry Sound, Ontario

1. Call to Order and Approval of the Agenda

“**THAT** the November 4, 2021 Georgian Cliffs Memorial Park Cemetery Advisory Committee Agenda, be approved.”

2. Disclosure of Pecuniary Interest

3. Minutes of Previous Meetings

i) March 29, 2021

Pages: 1-2

“**THAT** the Minutes of the Meeting of Georgian Cliffs Memorial Park Cemetery Advisory Committee held on March 29, 2021, be approved.”

ii) October 4, 2021

Pages: 3-4

“**THAT** the Minutes of the Meeting of Georgian Cliffs Memorial Park Cemetery Advisory Committee held on October 4, 2021, be approved.”

4. Other Business

i) Draft Cemetery By-law

Pages: 5-15

ii) Remembrance Day Plans

iii) **2022 Draft Budget**

Pages: 16

“THAT the Georgian Cliffs Memorial Park Cemetery Advisory Committee hereby recommends the draft budget, as presented, to Council for their approval.”

5. Next Meeting

6. Adjournment

“THAT the Georgian Cliffs Memorial Park Cemetery Advisory Committee does hereby adjourn at _____ p.m.

**GEORGIAN CLIFFS MEMORIAL PARK
CEMETERY ADVISORY COMMITTEE**

DRAFT



**MINUTES
Monday, March 29, 2021
Via Zoom Meeting**

9 James Street, Parry Sound, Ontario

Committee Members Present: Chair: Earl Manners, Councillor Ward 3
 Laurie Emery, Councillor Ward 1
 Peter Frost, Councillor Ward 2
 Toby Cavers
 Muriel McKee

Staff Present: Maryann Weaver, Clerk
 Greg Mariotti, Manager of Operational Services

1. Call to Order and Approval of the Agenda

Chair Manners called the meeting to order at 10:00 a.m.

RESOLUTION NO. 2021-001

Moved by: Muriel McKee

Seconded by: Toby Cavers

"THAT the March 29, 2021 Georgian Cliffs Memorial Park Cemetery Advisory Committee Agenda, be approved."

CARRIED

2. Minutes of Previous Meeting – December 1, 2020

RESOLUTION NO. 2021-002

Moved by: Toby Cavers

Seconded by: Muriel McKee

"THAT the Minutes of the Meeting of Georgian Cliffs Memorial Park Cemetery Advisory Committee held on December 1, 2020, be approved."

CARRIED

3. Other Business

Cemetery Opening - Spring maintenance plans

Greg Mariotti provided an update, reporting that the Cemetery will open May 15th.

Pointe au Baril Community Facilities Plan

Greg Mariotti, Manager of Operational Services provided an overview of Council's application for a grant from the Canada Healthy Communities Initiative.

Veteran's Affairs War Memorial Application Process

The Committee was provided with materials from Veteran's Affairs Canada regarding the Guidelines and Application process for a War Memorial. The Committee Members discussed the War Memorial project. Members agreed to proceed with the research to identify veterans in the Pointe au Baril area.

2021 Budget - Update

Maryann Weaver reported that the cemetery budget was presented to Council in December and no issues were raised. Budget scheduled to be approved by Council in April.

Promoting Cemetery - Update

Maryann Weaver shared the advertisement about the cemetery that appears on the Archipelago website and which will be included in this year's PaBIA Yearbook. Members requested that the ad be shared on the Township's social media and with Ratepayer Associations.

4. Next Meeting

The next meeting is scheduled for Monday, July 26, 2021 at 10:00 a.m.

5. Adjournment

RESOLUTION NO. 2021-003

Moved by: Laurie Emery

Seconded by: Peter Frost

"THAT the Georgian Cliffs Memorial Park Cemetery Advisory Committee does hereby adjourn at 10:39 a.m.

CARRIED

Earl Manners, Chair

Maryann Weaver, Clerk

**GEORGIAN CLIFFS MEMORIAL PARK
CEMETERY ADVISORY COMMITTEE**

DRAFT



MINUTES

Monday, October 4, 2021

Via Zoom Meeting

9 James Street, Parry Sound, Ontario

Committee Members Present: Chair: Earl Manners, Councillor Ward 3
Laurie Emery, Councillor Ward 1
Peter Frost, Councillor Ward 2
Toby Cavers
Muriel McKee

Staff Present: Maryann Weaver, Clerk
Greg Mariotti, Manager of Operational Services

1. Call to Order and Approval of the Agenda

Chair Manners called the meeting to order at 10:03 a.m.

RESOLUTION NO. 2021-004

Moved by: Peter Frost

Seconded by: Toby Cavers

"THAT the October 4, 2021 Georgian Cliffs Memorial Park Cemetery Advisory Committee Agenda, be approved."

CARRIED

2. Other Business

Draft Cemetery By-law

Maryann Weaver reviewed a proposed draft Cemetery By-law. The Committee discussed the inclusion of a separate price list for non-residents. Ms. Weaver was directed to conduct some research and bring back options for discussion to the next meeting.

Remembrance Day Plans

Greg Mariotti provided the Committee with an update on the Pointe au Baril Banners.

Mr. Mariotti will contact the Parry Sound and Britt Legion's to arrange a representative to assist with the service this year.

Public Works Activities

Greg Mariotti provided an update, reporting that the Cemetery will not be maintained following October 15 for the winter months.

Communications Update

Maryann Weaver reported that the Georgian Cliffs Memorial Park Cemetery advertisement was included in the PABIA Yearbook; emailed out through the Township's ENews recipients; and posted through social media.

The Committee requested that the ad be included in the PABIA Yearbook every year.

2022 Draft Budget

The Committee reviewed the proposed budget. No concerns were raised.

Next Meeting

The next meeting is scheduled for Thursday, November 4th, 2021 at 10:00 a.m.

3. Adjournment

RESOLUTION NO. 2021-005

Moved by: Toby Cavers

Seconded by: Muriel McKee

"THAT the Georgian Cliffs Memorial Park Cemetery Advisory Committee does hereby adjourn at 11:40 a.m.

CARRIED

Earl Manners, Chair

Maryann Weaver, Clerk

The Corporation of the
TOWNSHIP OF THE ARCHIPELAGO

By-Law No. 2021 -

Being a By-law to Provide for the Maintenance, Management, Regulation and
Control of the Georgian Cliffs Memorial Park Cemetery

WHEREAS the Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c.33 (the Act) which came into effect July 1, 2012, regulates the operation of cemeteries in Ontario; and

WHEREAS The Corporation of the Township of The Archipelago established the Georgian Cliffs Memorial Park Cemetery upon lands particularly described as Part of Lot 29, Concession 4, located at 138 South Shore Road, Pointe au Baril, Ontario; and

WHEREAS Council for the Township of The Archipelago deems it desirable to enact a By-law to regulate the operation, care and control of the Georgian Cliffs Memorial Park Cemetery; and

WHEREAS Section 150 of Ontario Regulation 30/11 made under the Funeral Burial & Cremation Services Act, 2002 provided that the owner of every cemetery may pass by-laws affecting the operations of the cemetery; and

WHEREAS no such by-law comes into force or takes effect until it is filed with, and approved by the Registrar under the Funeral Burial & Cremation Services Act, 2002, Section 151;

NOW THEREFORE BE IT ENACTED as a By-law of the Council of the Corporation of the Township of The Archipelago as follows:

1.0 DEFINITIONS

For the purpose of this By-law, the following definitions shall apply;

- 1.1 "Act" shall mean the Funeral, Burial and Cremations Services Act, 2002, S.O. 2002, c.33.
- 1.2 "By-law" shall mean the rules under which the Cemetery is operated, and shall be approved by both the Council of the Corporation of the Township of The Archipelago and the Registrar.
- 1.3 "Care and Maintenance Trust Fund" A requirement under the *Funeral, Burial and Cremations Services Act*, 2002, S.O. 2002, c.33 and O. Reg. 30/11 is that a prescribed amount or a percentage of the purchase price (excluding tax) of all interments and scattering rights sold, transferred, assigned or permitted; is contributed into the Care and Maintenance Trust Fund. If no scattering rights are sold but scattering is permitted, a prescribed amount must be contributed to the fund when the scattering is conducted. Interest earned from this fund is used to provide care and maintenance of the grounds, columbariums and monuments at the Cemetery.
- 1.4 "Caretaker" shall mean an employee of the Corporation whose duties include care and maintenance of the Cemetery.
- 1.5 "Cemetery" shall mean the land set aside as a Cemetery under the Act, to be used for the interment of human remains and known as Georgian Cliffs Memorial Park Cemetery.

- 1.6 "Certificate of Cremation" shall mean a document certifying that a decedent has been cremated and which includes the name of the decedent, the identification number, the date of cremation, the name, address, and phone number of the crematory, and the signature of the crematory authority.
- 1.7 "Clerk" shall mean the Clerk of the Corporation of the Township of The Archipelago.
- 1.8 "Columbarium" shall mean a structure designed for the purpose of interring cremated human remains in sealed compartments.
- 1.9 "Contract" shall mean for the purpose of this By-law, all purchasers of rights must sign a contract with the emetery, detailing obligations of both parties and acceptance of the Cemetery By-law.
- 1.10 "Corporation" shall mean the Township of The Archipelago.
- 1.11 "Council" shall mean the Municipal Council of the Corporation of the Township of The Archipelago.
- 1.12 "Interment" shall mean the burial of human remains and includes the placing of human remains in a niche or in a scattering garden.
- 1.13 "Interment Fees" shall mean the fees and charges set forth by the Corporation for the opening and closing of the lot.
- 1.14 "Interment Rights" shall mean the right to require or direct the interment of human remains in a niche and direct associated memorialization.
- 1.15 "Interment Rights Certificate" shall mean the certificate issued by the Corporation to the purchaser, once the interment rights have been paid in full, identifying ownership of the interment rights.
- 1.16 "Interment Rights Holder" shall mean the person designated to hold the right to direct the interment of cremated human remains in a specified lot and direct the associated memorialization.
- 1.17 "Ornamentation" shall mean flowers, ornaments or other embellishments, which are placed on niches or in front of columbariums with the intention of improving their appearance, or in memory of the deceased.
- 1.18 "Niche" shall mean an individual compartment in a columbarium for the entombment of cremated human remains.
- 1.19 "Non-Resident" shall mean anyone other than a resident.
- 1.20 "Pre-need" shall mean services that are not required to be provided until the death of a person alive at the time the arrangements are made.
- ~~1.21 "Resident" shall mean any person who resides in or owns property in the Township of The Archipelago.~~
- 1.21 "Resident" shall mean any person who resides in or owns property in the Township of The Archipelago, or a former resident who has moved into a long-term care facility or in with family for required care.
- 1.22 "Scattering Ground" shall mean the right to direct the spreading of cremated remains over the designated area within a Cemetery with the knowledge and permission of the Corporation and in keeping with the Corporation's By-laws.

2.0 ADMINISTRATION

- 2.1 The Corporation reserves the full and complete control and management of the lands, plantings, roads, utilities, books and records of the Cemetery and complete authority to administer these By-laws.
- 2.2 The Corporation shall be responsible for the administration, management, care, maintenance, and improvement of the Cemetery.
- 2.3 The Caretaker shall have custody of the Cemetery under the direction of the Corporation, and shall observe and carry out all of the provisions of the Cemetery By-laws and regulations that may be in effect from time to time.
- 2.4 The Corporation will not be held liable for any loss or damage, without limitation (including damage by the elements, Acts of God, or vandals) to any columbarium, niche, or other article that has been placed in relation to an interment, save and except for the direct loss or damage caused by gross negligence of the Corporation.
- 2.5 The Clerk shall keep such registers, records and books as are necessary for properly recording all matters, acts, interment rights certificates and matters pertaining to the Cemetery as come within his/her respective jurisdiction, and as may be prescribed.
- 2.6 The Corporation 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.
- 3.0 SALE, CANCELLATION, TRANSFER OR RESALE OF INTERMENT RIGHTS**
- 3.1 A Certificate of Interment Rights will not be issued until full payment is received.
- 3.2 The resale of interment rights by the holder/purchaser to a third party is prohibited.
- 3.3 Interment rights may be purchased from the Corporation at the rates set out in the Cemetery Price List, **as set out in Schedule "A"**
- 3.4 At the time of sale, The Corporation shall provide the interment rights holder with:
- a) a contract, which shall be executed by the purchaser and the Clerk, or designate, on behalf of the Corporation, **attached as Schedule "B"**;
 - b) conditions of contract, **attached as Schedule "C"**
 - c) a Certificate of Interment Rights, which shall be executed by the Clerk, or designate, on behalf of the Corporation; **attached as Schedule "D"**
 - d) a copy of the Cemetery By-law; and
- 3.5 A purchaser shall have the right to cancel **within the thirty (30) day cooling off period** of signing the contract by providing written notice to the Corporation. The Corporation will provide a refund within thirty (30) days from the date of the request of cancellation, all monies paid.
- 3.6 **After the thirty (30) day cooling off period** for purchases of interment rights, the Corporation will deposit the Care and Maintenance Trust Funds, as specified in regulations made under the Act.
- 3.7 A purchaser shall not transfer interment rights, except in accordance with Section 3.8.
- 3.8 A purchaser may gift, bequest or otherwise transfer interment rights without consideration to another person by giving notice of the transfer to the

Corporation, specifying the name and address of the Transferee and date of transfer, and returning the original Certificate of Interment Rights to the Corporation. Upon receipt of the notice and the original certificate, and payment of a fee as set out in the Cemetery Price List, the Corporation shall issue a new Certificate of Interment Rights to the Transferee.

- 3.9 In cases of transfer of interment rights by will or bequest, the Corporation reserves the right to require the productions of a notarial copy of the Will or other evidence sufficient to prove ownership.
- 3.10 If the Will does not contain a specific bequest of the interment rights, a written request for transfer from the Estate Trustee(s) is required.
- 3.11 An Interment Rights Holder may by written demand, require the Corporation to repurchase the rights at any time before they are used.
- 3.12 The Corporation will repurchase the interment rights at the price listed on the current Cemetery Price List, less the Care and Maintenance Fund contributions made at the time of purchase. This applies to all purchases or contracts that were made before this Act came into being. Refund would be made within 30 days of the written request.
- 3.13 No refund will be made if interment rights have been exercised.
- 3.14 If any interments rights have not been exercised after a ~~fifty (50) year~~ **twenty-five (25) year** period has passed from the date of sale, they may be considered abandoned. The Corporation may apply to the Registrar for a declaration that the Interment Rights are abandoned after making inquiries and giving reasonable notices to find the Interment Rights Holder(s) or beneficiaries. Upon being satisfied that the rights are abandoned, the Registrar shall issue a declaration to that effect. If there is no appeal by the end of the appeal period, as stipulated by the Registrar or otherwise within thirty (30) days, the Corporation may re-sell the Interment Rights in question.

4.0 INTERMENTS AND SCATTERING OF CREMATED REMAINS

- 4.1 No interments or scattering of cremated remains shall take place until all fees and charges have been paid in full.
- 4.2 A Certificate of Cremation must be submitted to the Corporation prior to all interments and scattering of cremated remains.
- 4.3. Cremated remains may be scattered within the designated area of the Cemetery only.
- 4.4 Once scattered, cremated remains cannot be retrieved.
- 4.5 The winter season shall be considered to be October 15th – May 15th, and no interments or scatterings shall take place during this period unless specifically authorized by the Corporation.
- 4.6 No interments or scattering of remains shall be allowed in the Cemetery outside of daylight hours.

5.0 COLUMBARIUMS NICHES

- 5.1 A maximum of two (2) cremated remains shall be permitted in a columbarium niche. Niche dimensions are approximately 11 inches square.
- 5.2 Only the Caretaker may open and seal niches for interment.
- 5.3. To ensure quality control, uniformity, and standard of workmanship, only the Corporation shall cause to inscribe the niche covers.

- 5.4 The lettering is one (1) inch high Vermarco style, for maximum capacity, inscribed in the granite niche cover. White lettering, with a limit of seventeen (17) characters per line (including spaces) maximum six (6) lines. All dates will be in this format only (1920-2005).
- 5.5 The inscription fee paid in the initial purchase price, includes a maximum of six (6) lines, seventeen (17) characters per line (including spaces). Any additions to this will be at the expense of the Interment Rights Holder, as set out in the Cemetery Price List.

~~5.6 No plaques, vases, adornments or emblems affixed to the columbarium or individual niches are permitted. Any such items shall be removed and disposed of without notification.~~

~~5.7 No articles are permitted in or around the ground in the vicinity of the columbarium. Any such items shall be removed and disposed of without notification.~~

5.8 No person, other than employees, shall remove or alter niche covers.

6.0 MONUMENTS

- 6.1 To ensure quality control, uniformity, and standard of workmanship, only the Corporation shall cause to inscribe all monuments.
- 6.2 The lettering is one (1) inch high Vermarco style, for maximum capacity. White lettering, with a limit of twenty-eight (28) characters per line (including spaces) maximum two (2) lines. All dates will be in this format only (1920-2005). Any additions to this will be at the expense of the Interment Rights Holder, as set out in the Cemetery Price List.

7.0 CARE OF GROUNDS AND ORNAMENATION

- 7.1 No person, except the Caretaker, shall undertake any maintenance within the Cemetery.
- 7.2 The Corporation shall take reasonable precautions to protect the property of Interment Rights Holders, but assumes no liability for the loss of or damage to any ornamentation.

~~8.3 No person shall place ornamentation on or around the columbariums or monuments, except in accordance with the following regulations:~~

~~a) Potted plants, wreaths and floral tributes contained in vases, urns, stands may be placed as close to columbarium or monuments as possible.~~

~~b) Plants and flowers shall not be planted in the ground.~~

~~c) Lot decoration shall be removed by the interment rights holder by October 15th. Lot decorations which are not maintained and which are not removed by October 15th shall be considered abandoned and shall be disposed of by the Caretaker.~~

7.3 No person shall place ornamentation on or around the columbariums or monuments, except in accordance with the following regulations:

a) Ornaments may be affixed to columbarium niche covers, provided they do not interfere with a neighbouring niche.

b) Potted plants, wreaths and floral tributes contained in vases, urns or stands may be placed as close to columbariums or monuments as possible.

c) Plants or flowers are permitted to be placed in the planters provided by the Township, which are located to the scattering garden.

d) Plants and flowers shall not be planted in the ground.

8.0 RULES AND REGULATIONS

- 8.1. No person, except Corporation Staff or Peace Officers shall enter or be within the Cemetery grounds before 7:00 a.m. or after 10:00 p.m. Public visitation times are during daylight hours 7 days a week, year round. Winter maintenance is not performed within the cemeteries; entry is at the visitors' own risk.
- 8.2 No person shall plant trees or shrubs in the Cemetery.
- 8.3 No person shall bring any alcoholic beverage within the Cemetery grounds.
- 8.4 No pleasure ATV's (All Terrain Vehicles), unlicensed motorcycles, snow vehicles or off-road vehicles are permitted within the Cemetery grounds.
- 8.5 All persons entering the Cemetery shall behave with due order and decorum and with due respect to the deceased, and shall not disturb any service being held.
- 8.6 No person may damage, destroy, remove or deface any property within the Cemetery.
- 8.7 No person shall allow or permit any animal to enter or remain in the Cemetery, excluding service animals.
- 8.8 No persons under the age of sixteen (16) will be admitted within the Cemetery unless supervised by an adult who will be responsible for their conduct.

9.0 RULES FOR WORKERS, MONUMENT DEALERS AND CONTRACTORS

- 9.1 All contractors performing work in the Cemetery are required to produce evidence of public liability and property damage insurance in amount not less than two million dollars (\$2,000,000.00) on an annual basis.
- 9.2 All contractors performing work in the Cemetery shall be required to produce on annual basis evidence of good standing with the Workplace Safety and Insurance Board (WSIB) if applicable.
- 9.3 All contractors and workers in any capacity within the Cemetery, including masons, carters, stonecutters, erectors or helpers are subject to the direction and control of the Corporation and are further governed by the Occupational Health and Safety Act and Regulations with respect to proper safety wear.
- 9.4 All persons performing work in the Cemetery shall conduct themselves in a manner in keeping with the dignity of the Cemetery and shall respect any restrictions which may be required by the Corporation in the performance of their work.

10.0 CONTRACTS AND CERTIFICATES OF INTERMENT

- 10.1 The Clerk or designated alternate is hereby authorized to execute on behalf of the Township, the Contracts for Purchase of Interment Rights and Services, and the Certificate of Interment Rights.

11.0 EFFECTIVE DATE

11.1 This By-law shall come into force and upon approval by the Registrar, Cemeteries Regulation Unit, Ministry of Consumer Services, Pursuant to the Funeral, Burial and Cremation Services Act, 2002.

12.0 REPEAL

12.1 By-law 2000-04 is hereby repealed upon the effective date of this By-law.

READ and FINALLY PASSED in OPEN COUNCIL this XX day of XXXXXXXXX, 2021.

THE CORPORATION OF THE TOWNSHIP OF THE ARCHIPELAGO

Bert Liverance, Reeve

Maryann Weaver, Clerk

Schedule "A"

SALE OF INTERMENT RIGHTS FOR COLUMBARIUM NICHES

RESIDENT				
NICHE ROW	FEE	CARE AND MAINTENANCE	HST	TOTAL PRICE
First Row	\$ 1,270.75	\$ 224.25	\$ 194.35	\$ 1,689.35
Second and Third Row	\$ 1,185.75	\$ 209.25	\$ 181.35	\$ 1,576.35
Fourth Row	\$ 1,100.75	\$ 194.25	\$ 168.35	\$ 1,463.35
NON-RESIDENT 25% INCREASE				
NICHE ROW	FEE	CARE AND MAINTENANCE	HST	TOTAL PRICE
First Row	\$ 1,588.44	\$ 280.31	\$ 242.94	\$ 2,111.68
Second and Third Row	\$ 1,482.19	\$ 261.56	\$ 226.69	\$ 1,970.43
Fourth Row	\$ 1,375.94	\$ 242.81	\$ 210.44	\$ 1,829.18
NON-RESIDENT 50% INCREASE				
NICHE ROW	FEE	CARE AND MAINTENANCE	HST	TOTAL PRICE
First Row	\$ 1,906.12	\$ 336.38	\$ 291.52	\$ 2,534.02
Second and Third Row	\$ 1,778.62	\$ 313.88	\$ 272.02	\$ 2,364.52
Fourth Row	\$ 1,651.12	\$ 291.38	\$ 252.52	\$ 2,195.02

SCATTERING GARDEN

RESIDENT				
SCATTERING GARDEN OPTIONS	FEE	CARE AND MAINTENANCE	HST	TOTAL PRICE
Scattering of Ashes	\$ 70.00	\$ 30.00	\$ 13.00	\$ 113.00
Scattering of Ashes + Inscription on Monument	\$ 420.00	\$ 30.00	\$ 58.50	\$ 508.50
NON-RESIDENT 25% INCREASE				
SCATTERING GARDEN OPTIONS	FEE	CARE AND MAINTENANCE	HST	TOTAL PRICE
Scattering of Ashes	\$ 95.00	\$ 30.00	\$ 16.25	\$ 141.25
Scattering of Ashes + Inscription on Monument	\$ 532.50	\$ 30.00	\$ 73.12	\$ 635.62
NON-RESIDENT 50% INCREASE				
SCATTERING GARDEN OPTIONS	FEE	CARE AND MAINTENANCE	HST	TOTAL PRICE
Scattering of Ashes	\$ 120.00	\$ 30.00	\$ 19.50	\$ 169.50
Scattering of Ashes + Inscription on Monument	\$ 645.00	\$ 30.00	\$ 87.75	\$ 762.75

INSCRIPTION ON MEMORIAL MONUMENTS

RESIDENT			
MEMORIAL MONUMENT OPTIONS	FEE	HST	TOTAL PRICE
2 Lines, Maximum 28 Characters (including spaces)	\$ 400.00	\$ 52.00	\$ 452.00
Each Additional Character/Space			\$10 plus HST
NON-RESIDENT 25% INCREASE			
MEMORIAL MONUMENT OPTIONS	FEE	HST	TOTAL PRICE
2 Lines, Maximum 28 Characters (including spaces)	\$ 500.00	\$ 65.00	\$ 565.00
Each Additional Character/Space			\$10 plus HST
NON-RESIDENT 50% INCREASE			
MEMORIAL MONUMENT OPTIONS	FEE	HST	TOTAL PRICE
2 Lines, Maximum 28 Characters (including spaces)	\$ 600.00	\$ 78.00	\$ 678.00
Each Additional Character/Space			\$10 plus HST



Schedule "B"

GEORGIAN CLIFFS MEMORIAL PARK CEMETERY

138 South Shore Road, Pointe au Baril, ON
Operated by the Corporation of the Township of The Archipelago
9 James St. Parry Sound, ON P2A 1T4
(705) 746-4243

CONTRACT FOR THE PURCHASE OF INTERMENT RIGHTS AND SERVICES

Date of Purchase: _____ **AT NEED:** ☐ **PRE-NEED:** ☐
Name: _____ Phone: _____
Address: _____ Email: _____
City: _____ Postal Code: _____
Province: _____

RECIPIENT #1

RECIPIENT #2

Name: _____ Name: _____
Address: _____ Address: _____
City: _____ Prov: _____ City: _____ Prov: _____
Phone: _____ Phone: _____
Date of Birth: D: _____ M: _____ Y: _____ Date of Birth: D: _____ M: _____ Y: _____
Place of Birth: _____ Place of Birth: _____
Date of Death: D: _____ M: _____ Y: _____ Date of Death: D: _____ M: _____ Y: _____

INTERMENT RIGHTS

Columbarium No: _____ Niche No: _____ West: ☐ East: ☐

SCATTERING GARDEN / INSCRIPTIONS

Scattering Gardens: ☐ Scattering Garden with Inscription on Monument: ☐

Monuments Available for Inscription:

Obelisk North ☐ Obelisk South ☐ Obelisk West ☐ Obelisk East ☐
"In Loving Memory Of" Monument ☐

Inscription on Monument: _____

FEES

Fee: \$ _____

Care and Maintenance: \$ _____

HST: \$ _____

TOTAL: \$ _____

TERMS AND CONDITIONS

It is agreed between the parties that this contract is subject to the By-laws of Township of The Archipelago with respect to Georgian Cliffs Memorial Park Cemetery and the Interment Rights Holder(s) hereby acknowledges receipt of the By-laws and that the 'Conditions of Contract' attached have been read and understood.

Signature of Purchaser _____ Date _____

Signature of Purchaser _____ Date _____

Signature of Clerk, or designate
Township of The Archipelago _____ Date _____



Schedule "C"

The Corporation of
The Township of The Archipelago

9 James Street, Parry Sound, Ontario P2A 1T4

Phone: 705-746-4243 • Fax: 705-746-7301

www.thearchipelago.on.ca

GEORGIAN CLIFFS MEMORIAL PARK CEMETERY

138 South Shore Road, Pointe au Baril

CONDITIONS OF CONTRACT

In accordance with Ontario Regulation 30/11 Section 113. (1) of the Funeral Burial & Cremation Services Act the following information is provided for this contract.

1. THE FOLLOWING CARE AND MAINTENANCE PROVISIONS ARE IN EFFECT:

Cremation Niches: 15% of the purchase price or \$100.00, whichever is greater

Scattering of ashes (no scattering rights holder): \$30.00 per scattering

See Schedule "A" Cemetery Price List for exact amounts.

2. A CONTRACT FOR THE PURCHASE OF INTERMENT RIGHTS INCLUDES:

- a) An Interment Rights Holder may be written demand, require the Corporation to repurchase the rights at any time before they are used.
- b) The Corporation will repurchase the interment rights within thirty days from the date the written demand was received.
- c) The repurchase price of the interment rights shall be determined by the current value for the rights less the amount the Corporation paid into the Care and Maintenance Fund in respect of the interment rights, except for return within the standard 30 day cooling off period during which a refund in full will be made.
- d) The private sale of interment rights by the holder/purchaser to a third party is prohibited.
- e) A purchaser may transfer interment rights by providing notice of the transfer, the original Certificate of Interment Rights and payment, as set out in the Cemetery Price List.
- f) The Certificate of Interment Rights shall be not issued until the interment rights have been paid for in full.

3. INTERMENTS AND SCATTERING OF CREMATED REMAINS

- a) No interments or scattering of cremated remains shall take place until all fees and charges have been paid in full.
- b) A Certificate of Cremation must be submitted to the Corporation prior to all interments and scattering of cremated remains.
- c) Cremated remains may be scattered within the designated area of the cemetery only.
- d) Once scattered, cremated remains cannot be retrieved.
- e) The winter season shall be considered to be October 15th – May 15th, and no interments or scatterings shall take place during this period unless specifically authorized by the Corporation.
- f) No interments or scattering of remains shall be allowed in the Cemetery outside of daylight hours.



Schedule "D."
The Township of The Archipelago

9 James Street, Parry Sound, Ontario P2A 1T4
Phone: 705-746-4243 • Fax: 705-746-7301
www.thearchipelago.on.ca

CERTIFICATE OF INTERMENT RIGHTS

Certificate No.

PURSUANT TO the *Funeral, Burial and Cremation Services Act, 2002* (formerly the *Cemeteries Act*) and Regulations and all amendments thereto;

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF THE ARCHIPELAGO
hereinafter called "The Corporation"

AND:

hereinafter called "The Purchaser"

In consideration of the sum of _____ (\$ _____),
receipt of which is hereby acknowledged and which includes the sum of
_____ (\$ _____) for Care and Maintenance; and
the sum of _____ (\$ _____) for Harmonized Sales Tax
(HST).

The Corporation hereby assigns to The Purchaser Interment Rights in the Georgian Cliffs Memorial Park Cemetery as follows:

Columbarium No. _____ Niche No. _____ West / East

The Purchaser, by the acceptance of this indenture indicates that the By-laws governing the operation of the cemetery have been received and read, and agrees to be guided by the said By-laws as well as the provisions of the *Funeral, Burial and Cremation Services Act, 2002* as if these were included as part of this indenture.

The Purchaser, agrees that in the event of transfer of said Interment Rights, this Certificate cannot be transferred but will be returned to The Corporation who will issue a new Certificate of Interment Rights to the Transferee, as per the stipulations within the By-law.

The Purchaser acknowledges receipt of the either a hard copy of the Consumer Information Guide (A Guide to Death Care in Ontario, or a link to the electronic version of the document, found on the Bereavement Authority of Ontario's (BAO's) website.

IN WITNESS WHEREOF the proper signing officer has affixed his/her signature(s) on behalf of The Corporation and The Purchaser has affixed his/her signature.

Dated this _____ day of _____, _____.

PURCHASER

PURCHASER

CEMETERY REPRESENTATIVE
TOWNSHIP OF THE ARCHIPELAGO

2022 BUDGET

		2020		2021				2022
		Actuals		Budget	Actuals	Forecasted		BUDGET
Revenues								
Miscellaneous								
Transfers/Loans								
Total Revenues		\$0		\$0	\$0	\$0		\$0
Expenditures								
Salaries & Benefits				\$3,000	\$529			\$1,000
Training & Development								
Travel								
General Office				\$300	\$0			\$300
Building Expenses								
Materials & Supplies				\$2,000	\$128			\$500
Professional Services								
Other Expenses								
Finance Costs								
Transfers to Reserves				\$7,500	\$7,500	\$7,500		\$7,500
Total Expenses		\$ -		\$ 12,800	\$ 8,157			\$ 9,300