

AGENDA

GEORGIAN CLIFFS MEMORIAL PARK CEMETERY ADVISORY COMMITTEE



**Monday, October 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 October 4, 2021 Georgian Cliffs Memorial Park Cemetery Advisory Committee Agenda, be approved.”

2. Disclosure of Pecuniary Interest

3. Minutes of Previous Meeting – March 29, 2021

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

4. Other Business

i) Draft Cemetery By-law

Pages: 1-15

ii) Remembrance Day Plans

iii) Public Works Activities

iv) Communications Update

v) 2022 Draft Budget

Pages: 16

5. Next Meeting

6. Adjournment

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

**The Corporation of
THE TOWNSHIP OF THE ARCHIPELAGO**

BY-LAW NO. 00 - 04

Being a By-Law to Operate the Pointe au Baril Cemetery

WHEREAS Section 50(1) of the Cemeteries (Revised) Act, R.S.O. 1990, as amended, provides that no person shall operate a cemetery except in accordance with the by-laws applying to that cemetery;

AND WHEREAS the Corporation of the Township of The Archipelago established a cemetery on Part of Lot 29 Concession 4 in the Geographic Township of Harrison, now in the municipality of the Township of The Archipelago;

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

Definitions:

"*cemetery*" means land set aside to be used for the interment of human remains and includes a mausoleum, columbarium or other structure intended for the interment of human remains;

"*cemetery services*" means,

- (a) in respect of a crypt or compartment in a mausoleum,
 - i) opening, closing and sealing of the crypt or compartment,
 - ii) providing temporary storage in a vault or crypt,
 - iii) providing a tent or canopy for an interment service, and
 - iv) providing elevating devices,
- (b) in respect of a niche or compartment in a columbarium,
 - i) opening, closing and sealing of the niche or compartment, and
 - ii) providing a tent or canopy for an interment service,
- (c) in respect of a cemetery, such other services as provided by the owner of the cemetery at the cemetery.

"*cemetery supplies*" includes interment vaults, markers, flowers, liners, urns, shrubs and artificial wreaths and other articles intended to be placed in a cemetery;

"*columbarium*" means a structure designed for the purpose of interring cremated human remains in sealed compartments;

"*human remains*" means a dead human body and includes a cremated human body;

"*inter*" means the burial of human remains and includes the placing of human remains in a lot;

"*interment rights*" includes the right to require or direct the interment of human remains in a lot;

"*interment rights holder*" means a person with interment rights with respect to a lot and includes a purchaser of interment rights under the *Cemeteries Act*, being chapter C.3 of the Revised Statutes of Ontario, 1990, or a predecessor of that Act;

Definitions (continued)

"lot" means an area of land in a cemetery containing, or set aside to contain, human remains and includes a tomb, crypt or compartment in a mausoleum and a niche or compartment in a columbarium;

"marker" means any monument, plaque or other structure or ornament affixed to or intended to be affixed to a mausoleum crypt, columbarium niche or other structure or place intended for the deposit of human remains.

"Ministry" means the Ministry of Consumer and Commercial Relations;

"mausoleum" means a building or structure, other than a columbarium, used as a place for the interment of the human remains in sealed crypts or compartments;

"municipality" means the Corporation of the Township of The Archipelago;

"owner" means an owner of a cemetery;

"person" includes a board of trustees, the Council of the Corporation of the Township of The Archipelago;

"pre-need supplies or services" means cemetery supplies or services that are not required to be provided until the death of a person alive at the time the arrangements are made;

Price of Lots

Interment rights to lots shall be sold at prices set by the trustees and filed with the Ministry.

Contract

All purchasers of Interment Rights must sign a contract with the Pointe au Baril Cemetery as adopted by the trustees and filed with the Ministry detailing obligations of both parties and acceptance of the By-Laws.

No Resale

No Interments rights may be resold.

Transfer of Rights

If Interments Rights are transferred the Rights Holder(s) must return the Interment Rights Certificate to the Cemetery who will then issue a new Certificate to the transferee.

Form of Certificate

Interment Rights shall be conveyed by such form of Interment Rights Certificate as adopted by the Trustees and filed with the Ministry.

Issue of the Certificate

The Interment Rights Certificate shall be issued to only one of the Rights Holder(s) and only after all arrears connected with the lot have been paid in full.

Limits of Rights

The Interment Rights belong only to the persons named on the Certificate and there is no transmission of interest through Death. By-Law No. limits the number and type of interments allowed in the lots.

Cancellation

The Rights Holder(s) may at any time cancel the contract and have the Cemetery repurchase the Interment Rights if no Rights have yet been exercised subject to the following conditions:

The repurchase price shall be calculated as the original price paid minus the portion deposited into the Care and Maintenance Fund.

Arrears

No rights shall be exercised, transferred or services provided unless all arrears connected with the lots have been paid in full.

Flowers

Fresh flowers and smaller pots may be placed in designated areas but must be removed when they become unsightly. A designated area will be provided.

No flowers or flower beds may be planted on the ground.

General

Trees and shrubs and decorations in the Cemetery must meet the approval of the trustees. The Cemetery reserves the right to remove any that do not meet the approval of the trustees, due to type or shape and prune any that grow too large. A list of suitable trees and shrubs is on file in the Cemetery office.

Animals Prohibited

No animals shall be permitted in the Cemetery.

Chairs, Trellis, Etc. Prohibited

No chair or bench, wooden or wire trellis, arch or iron rods or similar articles shall be brought to or left upon the lots.

Trustees Not Responsible for Portable Articles

The trustees will not be responsible for loss of or damage to any portable article left in the Cemetery.

Inscriptions

No inscription shall be placed on any columbarium niche face or marker of any kind which is not in keeping with the dignity and decorum of the Cemetery.

READ and FINALLY PASSED in OPEN COUNCIL this 14th day of January, 2000.

THE CORPORATION OF THE TOWNSHIP OF THE ARCHIPELAGO

P.M. Stewart
REEVE / ACTING *GR*

[Signature]
CHIEF ADMINISTRATIVE OFFICER/CLERK



DRAFT

**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-law 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 " 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 cemetery, 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 "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.
- 1.20 "Resident" shall mean any person who resides in or owns property in the Township of The Archipelago.
- 1.21 "Scattering Ground" shall mean the right to direct the spreading 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.
- 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;
 - b) a Certificate of Interment Rights, which shall be executed by the Clerk, or designate, on behalf of the Corporation;
 - c) a copy of the Cemetery By-law; and
 - d) a Consumer Information Guide
- 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 be 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 day 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 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.

6.0 COLUMBARIUMS NICHES

- 6.1 A maximum of two (2) cremated remains shall be permitted in a columbarium niche. Niche dimensions are approximately 11 inches square.
- 6.2 Only the Caretaker may open and seal niches for interment.
- 6.3 To ensure quality control, uniformity, and standard of workmanship, only the Corporation shall cause to inscribe the niche covers.
- 6.4 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).

- 6.5 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.
- 6.6 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.
- 6.7 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.
- 6.8 No person, other than employees, shall remove or alter niche covers.

7.0 MONUMENTS

- 7.1 To ensure quality control, uniformity, and standard of workmanship, only the Corporation shall cause to inscribe all monuments.
- 7.2 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.

8.0 CARE OF GROUNDS AND ORNAMENATION

- 8.1 No person, except the Caretaker, shall undertake any maintenance within the Cemetery.
- 8.2 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 hold 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.

9.0 RULES AND REGULATIONS

- 9.1. 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.
- 9.2 No person shall plant trees or shrubs in the cemetery.
- 9.3 No person shall bring any alcoholic beverage within the Cemetery grounds.
- 9.4 No pleasure ATV's (All Terrain Vehicles), unlicensed motorcycles, snow vehicles or off-road vehicles are permitted within the Cemetery grounds.

- 9.5 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.
- 9.6 No person may damage, destroy, remove or deface any property within the Cemetery.
- 9.7 No person shall allow or permit any animal to enter or remain in the cemetery, excluding service animals.
- 9.8 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.

10.0 RULES FOR WORKERS, MONUMENT DEALERS AND CONTRACTORS

- 10.1 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.
- 10.2 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.
- 10.3 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.
- 10.4 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.

11.0 REPEAL

- 11.1 By-law 2000-04 is hereby repealed.

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" TO BY-LAW 2021-

GEORGIAN CLIFFS MEMORIAL PARK CEMETERY CEMETERY PRICE LIST

1. SALE OF INTERMENT RIGHTS FOR COLUMBARIUM NICHES

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
Forth Row	\$1,100.75	\$194.25	\$168.35	\$1,463.35

Price of each niche includes:

- i) two openings and two closings at time of interment
- ii) the names and dates of the deceased inscribed on the niche cover.

The lettering is one (1) inch high Vermarco style, for maximum capacity, inscribed in the granite niche cover. White lettering, with a limit of 17 characters per line (including spaces) maximum six lines. All dates will be in this format only (1920-2005).

2. SCATTERING GARDEN

	Fee	HST	Total Price
Scattering of Ashes	\$100.00	\$13.00	\$113.00
Scattering of Ashes with inscription on Monument	\$450.00	\$58.50	\$508.50

3. MEMORIAL MONUMENTS

	Fee	HST	Total Price
2 lines, maximum 28 characters (including spaces)	\$400.00	\$52.00	\$452.00
Each additional character/space			\$10.00 plus HST

The lettering is one (1) inch high Vermarco style, for maximum capacity, inscribed in the granite niche cover. White lettering, with a limit of 17 characters per line (including spaces) maximum six lines. All dates will be in this format only (1920-2005).

4. INTERMENT RIGHTS CERTIFICATE

	Fee	HST	Total Price
Replacement Interment Rights Certificate	\$40.00	\$5.20	\$45.20
Transfer of Interment Rights	\$100.00	\$13.00	\$113.00

5. OTHER CHARGES

Description	Fee	HST	Total
Cancellation of Interment Rights (within 30 days of purchase)	Full Refund		
Cancellation of Interment Rights (after 30 days of purchase and rights not used)	Cost of the Interment Rights Contract, less amount deposited into the Care and Maintenance Fund		

2022 BUDGET

DRAFT

		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