

# REVISED AGENDA

## REGULAR MEETING OF COUNCIL



Friday, December 17<sup>th</sup>, 2021

9:15 a.m.

Via Zoom Meeting

9 James Street, Parry Sound, Ontario

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To ensure the practice of proper social distancing measures, and to help prevent the spread of COVID-19 in the community, Council Meetings will be held electronically in accordance with section 238 of the Municipal Act, 2001. All Meetings will be recorded, and posted on the Township website for members of the public to view.

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**(Add-on)**

### 1. CALL TO ORDER

- i) National Anthem
- ii) Approval of Agenda
- iii) Traditional Land Acknowledgement Statement
- iv) Announcement of Public Meetings

❖ The Committee of Adjustment will meet at 11:00 am to consider one application.

### 2. DISCLOSURE OF PECUNIARY INTEREST

### 3. MINUTES OF THE PREVIOUS MEETING

#### i) Regular Meeting of Council

Pages: 1 - 6

21- **NOW THEREFORE BE IT RESOLVED** that the Minutes of the Regular Meeting of Council held on November 19<sup>th</sup>, 2021, be approved.

#### ii) Committee of the Whole Meeting

Pages: 7 - 10

- 21- **NOW THEREFORE BE IT RESOLVED** that the Minutes of the Committee of the Whole Meeting held on November 18<sup>th</sup>, 2021, be approved.

iii) **Special Meeting of Council – November 12, 2021**

Pages: 11 - 13

- 21- **NOW THEREFORE BE IT RESOLVED** that the Minutes of the Special Meeting of Council held on November 12, 2021, be approved.

4. **DEPUTATIONS**

9:30 a.m. **David Brunton and Cheryl Ward. Parry Sound Rotary Club  
2022 'Strikes Against Cancer' 3 Pitch Tournament**

9:50 a.m. **Staff Recognition Awards**

Mark Macfie	10 Years
Rob Farrow	25 Years

5. **CLOSED MEETING**

- 21- **NOW THEREFORE BE IT RESOLVED** that the Council move into a CLOSED MEETING at \_\_\_\_\_ a.m./p.m., pursuant to Section 239(2)(b) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, to deal with personal matters about an identifiable individual, including municipal or local board employees.

i) **Human Resource Matters**

**OPEN MEETING**

- 21- **NOW THEREFORE BE IT RESOLVED** that Council move out of a CLOSED MEETING at \_\_\_\_\_ a.m./p.m.

6. **UNFINISHED PLANNING BUSINESS**

7. **OFFICIAL PLAN/ZONING AMENDMENTS**

8. **CONSENT APPLICATIONS**

9. **SITE PLAN CONTROL**

10. **SHORE/CONCESSION ROAD ALLOWANCES**

11. **CAO REPORT ON COUNCIL DIRECTIONS**

Pages: 14

- 21- **NOW THEREFORE BE IT RESOLVED** that Council receives the December 2021 CAO Report on Council Directions, as distributed.

12. **REPORT OF TASK FORCES/COMMITTEES**



• **FINANCE AND ADMINISTRATION**

i) **Consumer Price Index (CPI)**

- 21- **NOW THEREFORE BE IT RESOLVED** that Council approves a cost of living increase to staff and Council, effective January 1, 2022, in the amount of 3% as indicated by the Consumer Price Index and local market trends.

ii) **Vaccination Policy**

Pages: 61 - 64

- 21- **NOW THEREFORE BE IT RESOLVED** that Council approves the attached COVID-19 Vaccination Policy for Township employees, Reeve and Council members, Board/Committee members, Municipal By-law Officers, volunteers and contractors visiting or working in municipal facilities; and

**FURTHER BE IT RESOLVED** that the CAO be authorized to amend the COVID-19 Vaccination Policy on an as needed basis, after first informing Council of the proposed changes.

13. **CORRESPONDENCE**

ii) **Council Correspondence**

Pages: 15 - 17

- 21- **NOW THEREFORE BE IT RESOLVED** that Council receives the December 2021 Council Correspondence listing.

14. **OTHER BUSINESS**

i) **2022 FONOM Conference – May 9<sup>th</sup> - 11<sup>th</sup>, 2022**

Pages: 18

- 21- **NOW THEREFORE BE IT RESOLVED** that the following Council members are approved to attend the 2022 FONOM Conference in North Bay at the Best Western North Bay Hotel & Conference Centre on May 9<sup>th</sup> -11<sup>th</sup>, 2022;

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,  
\_\_\_\_\_.

ii) **2021 Surplus Funds**

- 21- **WHEREAS** there may be surplus or deficit funds in various departments for 2021; and

**WHEREAS** these funds should be transferred to/from reserves for future use;

**NOW THEREFORE BE IT RESOLVED** that any surplus for 2021 be transferred to reserves to offset future expenditures, or if a deficit occurs it will be offset by appropriate reserves.

iii) **Canadian Marine Advisory Committee - Update**

P. Frost

iv) **National Recreation Board Advisory Committee – Update**

P. Frost

15. **BY-LAWS**

i) **Committee of Adjustment Appointments**

Page: 19

- 21- Being a By-law to appoint members of Council to the Committee of Adjustment for the year 2022.

ii) **2022 Borrowing By-law**

Pages: 20 - 21

- 21- Being a By-law to Authorize Borrowing from Time to Time to Meet Current Expenditures During the Fiscal Year Ending December 31, 2022.

iii) **2022 Interim Tax Levy and Pre-Authorized Payment Plan**

Pages: 22 - 23

- 21- Being a By-law to Provide for an Interim Tax Levy, for the payment of taxes, and for penalty and interest at 1.25% per month and authorized the Pre-authorized Payment Plan (PAP) and Automatic Tax Installment Withdrawal (ATIW).

iv) **Georgian Cliffs Memorial Park Cemetery – New Cemetery By-law**

Pages: 24 - 60

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



v) **Limited Fire Inspection Services Agreement**

Pages: 65 - 67

- 21- Being a By-law to authorize the Reeve and Clerk to execute an Agreement with the Municipality of McDougall for the Provision of Limited Fire Inspection Services.
- 16. **QUESTION TIME**
- 17. **NOTICES OF MOTION**
- 18. **CONFIRMING BY-LAW**
- 21- Being a By-law to Confirm the Proceedings of the Regular Meeting of Council held on December 17<sup>th</sup>, 2021.
- 19. **ADJOURNMENT**

Corporation of the Township of The Archipelago



**MINUTES  
MEETING OF COUNCIL**

**November 19, 2021  
9 James Street, Parry Sound, Ontario  
Via Zoom Meeting**

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Council Members Present: Reeve:	Bert Liverance	
Councillors:	Laurie Emery	Ward 1
	Greg Andrews	Ward 1
	Peter Frost	Ward 2
	Earl Manners	Ward 3
	Scott Sheard	Ward 3
	David Ashley	Ward 4
	Alice Barton	Ward 4
	Rick Zanussi	Ward 4
	Ian Mead	Ward 5
	Dan MacLeod	Ward 6

Staff Present: John Fior, Chief Administrative Officer  
Maryann Weaver, Clerk  
Cale Henderson, Manager of Development & Environmental Services  
Greg Mariotti, Manager of Operational Services  
Erin Robinson, Chief Financial Officer/Treasurer

**1. CALL TO ORDER**

The meeting was called to order at 9:18 a.m., and commenced with the singing of the National Anthem, Roll Call, and the Traditional Land Acknowledgment Statement.

**2. APPROVAL OF AGENDA**

**21-190**

**Moved by Councillor MacLeod  
Seconded by Councillor Emery**

**NOW THEREFORE BE IT RESOLVED** that the November 19, 2021 Revised Council Meeting Agenda, be approved.

Carried.

**3. DISCLOSURE OF PECUNIARY INTEREST**

Councillor Andrews disclosed a pecuniary interest with respect to Item #1 on the Closed Meeting Agenda regarding an update on pending litigation matters.

**4. DEPUTATIONS**

Rita Orr, CEO & Tom Lundy, Board Chair  
Parry Sound Public Library

Rita Orr and Tom Lundy presented a new commercial, which highlighted the library's programs and achievements throughout 2020 and 2021. Ms. Orr noted that the library building will require sizable renovations in the near future, warranting significant capital funding.

Council thanked Ms. Orr and Mr. Lundy for their presentation.

**5. MINUTES OF THE PREVIOUS MEETING**

**Regular Meeting Of Council – October 22, 2021**

21-191

**Moved by Councillor Manners  
Seconded by Councillor Andrews**

**NOW THEREFORE BE IT RESOLVED** that the Minutes of the Regular Meeting of Council held on October 22, 2021, be approved.

Carried.

**Committee of the Whole Meeting – October 21, 2021**

21-192

**Moved by Councillor Ashley  
Seconded by Councillor Zanussi**

**NOW THEREFORE BE IT RESOLVED** that the Minutes of the Committee of the Whole Meeting held on October 21, 2021, be approved.

Carried.

**Special Meeting of Council – October 7, 2021**

21-193

**Moved by Councillor Barton  
Seconded by Councillor MacLeod**

**NOW THEREFORE BE IT RESOLVED** that the Minutes of the Special Meeting of Council held on October 7, 2021, be approved.

Carried.

Councillor Andrews declared a pecuniary interest on the matter and requested to be placed in the waiting room for the duration of the closed meeting.

**6. CLOSED MEETING**

21-194

**Moved by Councillor Barton  
Seconded by Councillor Manners**

**NOW THEREFORE BE IT RESOLVED** that Council move into a CLOSED MEETING at 9:42 a.m., pursuant to Section 239(2) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, to deal with litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board.

**Update on Pending Litigation Matters**

Carried.

**OPEN MEETING**

21-195

**Moved by Councillor Zanussi  
Seconded by Councillor Sheard**

NOW THEREFORE BE IT RESOLVED that Council move out of a CLOSED MEETING at 10:01 a.m.

Carried.

Councillor Andrews returned to the meeting.

**7. SHORE/CONCESSION ROAD ALLOWANCES**

POCOCK, Stanley  
156 South Crane Lake Road, Crane Lake

21-196

Moved by Councillor Mead  
Seconded by Councillor Andrews

NOW THEREFORE BE IT RESOLVED that Council approves the stopping up, closure and conveyance of the original shore road allowance fronting 156 South Crane Lake on the basis of a straight-line extension of the side lot lines and subject to the applicants submitting a deeming by-law application to have Council pass a deeming by-law to be registered against the applicants' property, thereby allowing the shore road allowance portion to merge on title with the respective lot.

Carried.

**8. CAO REPORT ON COUNCIL DIRECTIONS**

21-197

Moved by Councillor Ashley  
Seconded by Councillor Frost

NOW THEREFORE BE IT RESOLVED that Council receives the November 2021 CAO Report on Council Directions, as distributed.

Carried.

**9. REPORT OF TASK FORCES/COMMITTEES**

West Parry Sound District Museum. 2022 Operations Budget

Reeve Liverance informed Council that he and Councillor Manners recently attended a West Parry Sound District Museum Board Meeting. Reeve Liverance reported that the Museum will require various building renovations in the near future, however an urgent repair is the replacement of the sprinkler system. Reeve Liverance recommended that Council approve a one-time grant to cover the cost of replacing the sprinkler system.

• **PLANNING AND BUILDING**

Omar Island/McNally– Zoning By-law Amendment Application No. Z09-21

21-198

Moved by Councillor Emery  
Seconded by Councillor Andrews

NOW THEREFORE BE IT RESOLVED that Council receives the Zoning By-law Amendment application, directs staff to complete a full review and circulate Notice for a future public meeting.

Carried.

Sequin Township. Proposed Application for Minister's Zoning Order

21-199

Moved by Councillor Barton  
Seconded by Councillor Manners



**NOW THEREFORE BE IT RESOLVED** that Council hereby approve the letter to Seguin Township regarding the proposed application for Minister's Zoning Order.

Carried.

• **FINIANCE AND ADMINISTRATION**

**Skerryvore Road Financing Report**

21-200

**Moved by Councillor Mead  
Seconded by Councillor Zanussi**

**NOW THEREFORE BE IT RESOLVED** that Council hereby approve the Skerryvore Road capital financing of \$2,539,110 by borrowing from our reserves at a 1.49% interest rate compounded semi annually; and that the interest rate be reviewed on a five-year term throughout the debenture.

Carried.

**Georgian Cliffs Memorial Park Cemetery – New Cemetery By-law**

21-201

**Moved by Councillor Emery  
Seconded by Councillor Frost**

**NOW THEREFORE BE IT RESOLVED** that Council approve in principle, the draft Cemetery By-law 2021-XX, and authorize staff to proceed with the public notice requirements.

Carried.

**Purchase of Meeting Management Software**

21-202

**Moved by Councillor Ashley  
Seconded by Councillor Barton**

**NOW THEREFORE BE IT RESOLVED** that Council allocate modernization funds and approve the purchasing of Meeting Management Software provided by eSCRIBE, at a total purchase price (Year 1) of \$12,870, and a subsequent annual support and software fees of \$9,900 per year; and

**FURTHER IT BE RESOLVED** that Council authorize the Clerk to execute an agreement with eSCRIBE for the provision of meeting management software.

Carried.

**10. CORRESPONDENCE**

**Council Correspondence**

21-203

**Moved by Councillor Frost  
Seconded by Councillor Sheard**

**NOW THEREFORE BE IT RESOLVED** that Council receives the November 2021 Council Correspondence listing.

Carried.

**11. OTHER BUSINESS**

**2022 ROMA Conference – January 23<sup>rd</sup> – 25<sup>th</sup>, 2022**

21-204

**Moved by Councillor Manners  
Seconded by Councillor Emery**

**NOW THEREFORE BE IT RESOLVED** that the following Council members are approved to attend the 2022 ROMA Virtual Conference on January 23<sup>rd</sup> – 25<sup>th</sup>, 2022; Councillor David Ashley, Councillor Scott Sheard, Councillor Peter Frost, and Councillor Earl Manners.

Carried.

**2022 OGRA Conference – February 27<sup>th</sup> –Mar 2<sup>nd</sup>, 2022**

21-205

**Moved by Councillor Andrews  
Seconded by Councillor Barton**

**NOW THEREFORE BE IT RESOLVED** that the following Council members are approved to attend the 2022 OGRA Conference in Toronto at the Fairmont Royal York Hotel on February 27<sup>th</sup> –Mar 2<sup>nd</sup>, 2022; Councillor Scott Sheard.

Carried.

**Emergency Management Program Annual Review – CEMC Report**

21-206

**Moved by Councillor Mead  
Seconded by Councillor Ashley**

**NOW THEREFORE BE IT RESOLVED** that Council acknowledges and confirms that the Township of The Archipelago has completed all the necessary requirements of the Emergency Management and Civil Protection Act and Ontario Regulation 380/04.

Carried.

**12. QUESTION TIME**

Councillor Frost inquired if the Township received any formal follow up pertaining to the Thompson Marine Ltd. fire in Bayfield Inlet that occurred at the beginning of November. Maryann Weaver reported that she did not receive any additional details or follow up relating to the incident.

Staff was directed to follow up with Thompson Marine Ltd. and prepare a letter thanking the first responders.

Council inquired if Holiday Cove possessed a fire preparedness plan in place. John Fior noted that Greg Mariotti will report back on this matter.

Council recessed for a break at 10:40 a.m. and resumed business at 10:46 a.m.

**13. FINIANCE AND ADMINISTRATION**

**West Parry Sound District Museum Grant**

21-207

**Moved by Councillor Ashley  
Seconded by Councillor Manners**

**NOW THEREFORE BE IT RESOLVED** that Council hereby direct staff to work with the Town of Parry Sound to provide a grant up to \$3,600 in support of the West Parry Sound District Museum to repair its sprinkler system.

Carried.

**14. CONFIRMING BY-LAW**

2021-56

**Moved by Councillor Frost  
Seconded by Councillor Sheard**

That **By-law 2021-55**, being a By-law to Confirm the Proceedings of the Regular Meeting of Council held on November 19<sup>th</sup>, 2021, be read and finally passed in Open Council this 19<sup>th</sup> day of November, 2021.

Carried.

**15. ADJOURNMENT**

**21-208**

**Moved by Councillor Mead  
Seconded by Councillor Andrews**

**NOW THEREFORE BE IT RESOLVED** that the Regular Meeting of Council held on November 19<sup>th</sup>, 2021 be adjourned at 10:48 a.m.

Carried.

**TOWNSHIP OF THE ARCHIPELAGO**

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Bert Liverance, Reeve

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Maryann Weaver, Clerk



**MINUTES**  
**COMMITTEE OF THE WHOLE**  
**November 18, 2021**  
**Via Zoom Meeting**  
**9 James Street, Parry Sound, Ontario**

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Council Members Present: Reeve: Bert Liverance  
Councillors: Laurie Emery Ward 1  
Greg Andrews Ward 1  
Peter Frost Ward 2  
Earl Manners Ward 3  
Scott Sheard Ward 3  
David Ashley Ward 4  
Alice Barton Ward 4  
Rick Zanussi Ward 4  
Ian Mead Ward 5  
Dan MacLeod Ward 6

Staff Present: John Fior, Chief Administrative Officer  
Maryann Weaver, Clerk  
Jane Nawroth, Planning Coordinator  
Cale Henderson, Manager of Development & Environmental Services  
Erin Robinson, Chief Financial Officer/ Treasurer

**1. ENVIROMENT**

**Georgian Bay Mnidoo Gamii Biosphere**

Greg Mason, Katrina Krievans, and Delania Arnold from Georgian Bay Mnidoo Gamii Biosphere presented highlights from the 2020 Township Environmental Report, 2021 Environmental Program Report and 2022 Proposed Workplan.

The Committee thanked the GBB representatives for their presentation and dedication to environmental stewardship in the Township.

**2. PLANNING AND BUILDING**

**Sequin Township. Proposed Application for Minister's Zoning Order**

John Fior reported on Seguin Township's Proposed Application for Minister's Zoning Order and Seguin's request for support and feedback on the application.

The Committee discussed the matter and were in agreement that while The Archipelago supports affordable housing initiatives, they encourage more open communication and collaboration on important regional issues in the future.

Staff was directed to draft a response to Seguin to come forward at the November Council Meeting.

**Zoning By-law Amendment Application No. Z09-21 (Omar Island/McNally)**

Cale Henderson summarized the application. Mr. Henderson noted that if Council receives the application, it will require a full review and a public meeting in the future.

Staff was directed to bring a resolution forward to the November Council Meeting.

**Building Permit Summary**

The Committee requested additional information on what percentage of new permits are to replace existing structures verses permits for brand new builds. Cale Henderson noted that he will relay this question to Rob Farrow, who will provide further information in the near future.

The Committee recessed for a break at 10:47 a.m.

The Committee recessed for a meeting of The Archipelago Area Planning Board at 11:00 a.m. and resumed business at 11:26 a.m.

**3. FINANCE AND ADMINISTRATION**

**Georgian Cliffs Memorial Park Cemetery – New Cemetery By-law**

Maryann Weaver reported on the proposed new Cemetery By-law and highlighted the major amendments to the revised by-law. The Committee is being asked to approve the draft By-law in principle.

Staff was directed to bring a resolution forward to the November Council Meeting.

**Skerryvore Road Financing Report**

Erin Robinson summarized her report, recommending that the Committee approve the staff recommendation to fund the Skerryvore Road rehabilitation project by borrowing from Township reserves.

Staff was directed to bring a resolution forward to the November Council Meeting.

**Revenue and Expenditure Summary as of 9/30/2021**

Erin Robinson provided the Committee with a synopsis of the revenue and expenditure summary. No issues were raised.

**Ontario Municipal Partnership Fund 2022 Allocation Notice**

Erin Robinson provided Committee with an update on the Ontario Municipal Partnership Fund (OMPF) 2022 Allocation Notice. Ms. Robinson also highlighted that staff will keep OMPF on their radar, as it is possible the Province may dissolve the program in the future.

**Purchase of Meeting Management Software**

Maryann Weaver summarized her report recommending the purchase of meeting management software, outlining software features and Council and staff benefits. Ms. Weaver answered the Committee's questions regarding software integration and functionality.

Staff was directed to bring a resolution forward to the November Council Meeting.

**Legal Update**

No issues were raised.

**4. PUBLIC WORKS**

**Operational Services Update**

Councillor Sheard, Public Works Committee Chair, reported on recent public work activities in Greg Mariotti's absence.

Councillor Sheard provided updates on the completion of the Pointe au Baril sea wall, the recent Lion's Club bottle drive, the fuel rate rebate program, and insurance for Township solar panel systems.

Councillor Ashley inquired if the solar panel insurance included physical damage of the panels and whether or not the Township requires income and business interruption coverage. Councillor Sheard reported that he has taken note of these questions and will report back at a future date.

**5. HUMAN RESOURCES**

**Closed Meeting**

**Moved by Reeve Liverance  
Seconded by Councillor Mead**

**NOW THEREFORE BE IT RESOLVED** that the Human Resources Committee move into a CLOSED MEETING at 12:23 a.m./p.m., pursuant to Section 239(2)(f) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, to deal with advice that is subject to solicitor-client privilege, including communications necessary for that purpose.

**i) Human Resources Matters**

Carried.

**Open Meeting**

**Moved by Reeve Liverance  
Seconded by Councillor Manners**

**NOW THEREFORE BE IT RESOLVED** that Human Resources Committee move out of a CLOSED MEETING at 12:41 p.m.

Carried.

**6. ADJOURNMENT**

Meeting adjourned at 12:42 p.m.

TOWNSHIP OF THE ARCHIPELAGO

\_\_\_\_\_  
Bert Liverance, Reeve

\_\_\_\_\_  
Maryann Weaver, Clerk

Corporation of the Township of The Archipelago



**MINUTES  
SPECIAL MEETING OF COUNCIL**

**November 12, 2021  
9 James Street, Parry Sound, Ontario  
Via Zoom Meeting**

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Council Members Present: Reeve:	Bert Liverance	
Councillors:	Greg Andrews	Ward 1
	Laurie Emery	Ward 1
	Peter Frost	Ward 2
	Earl Manners	Ward 3
	Scott Sheard	Ward 3
	David Ashley	Ward 4
	Alice Barton	Ward 4
	Rick Zanussi	Ward 4
	Ian Mead	Ward 5
	Dan MacLeod	Ward 6

Staff Present: John Fior, Chief Administrative Officer  
Maryann Weaver, Clerk  
Cale Henderson, Manager of Development & Environmental Services  
Greg Mariotti, Manager of Operational Services  
Erin Robinson, Chief Financial Officer/Treasurer

**1. CALL TO ORDER**

The meeting was called to order at 9:18 a.m., and commenced with the singing of the National Anthem, Roll Call, and the Traditional Land Acknowledgement Statement.

**2. APPROVAL OF AGENDA**

**21-185**

**Moved by Councillor Ashley  
Seconded by Councillor Mead**

**NOW THEREFORE BE IT RESOLVED** that the November 12, 2021 Special Meeting of Council Agenda, be approved.

Carried.

**3. CLOSED MEETING**

**21-186**

**Moved by Councillor MacLeod  
Seconded by Councillor Frost**

**NOW THEREFORE BE IT RESOLVED** that Council move into a CLOSED MEETING at 9:18 a.m., pursuant to Section 239(2)(e)(f) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, to deal with litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board; and advice that is subject to solicitor-client privilege, including communications necessary for that purpose.



**OPA No. 68 and ZBLA No. Z02-20 (Gates) – OLT Appeal Update**

Carried.

**OPEN MEETING**

21-187

**Moved by Councillor Barton  
Seconded by Councillor Manners**

**NOW THEREFORE BE IT RESOLVED** that Council move out of a CLOSED MEETING at 11:12 a.m.

Carried.

Council recessed for a break at 11:13 a.m. and resumed business at 11:31 a.m.

**4. MATTERS ARISING FROM CLOSED MEETING**

**OPA No. 68 and ZBLA No. Z02-20 (Gates) – OLT Appeal Update**

21-188

**Moved by Councillor Mead  
Seconded by Councillor MacLeod**

**WHEREAS**, in 1980, the Township of The Archipelago was created due to a strong desire by its inhabitants and the Province to preserve the natural environment and sustain the high quality recreational character of the area;

**AND WHEREAS** the Official Plan was prepared with the goal of preserving the natural environment within the context of the historical, existing recreational development pattern;

**AND WHEREAS** the goal and primary objective of the Official Plan continues to be to preserve and respect the unique and high quality of the natural environment which leads to a recreational experience that is both relaxing and aesthetically appealing;

**AND WHEREAS** the single greatest concern of the Township of The Archipelago has been the potential for over development; consequently the Official Plan establishes restrictive land use policies governing land severances, in order to preserve the natural environment and the water based community character of this unique area;

**AND WHEREAS** the Official Plan outlines the Township of The Archipelago's limited service philosophy; being that, municipal services are generally limited to those that were provided at the date of the adoption of the Official Plan in 1983; a philosophy that has been strongly adhered to in order to fulfill the goal and objectives of the Plan, which is to preserve the natural environment and maintain the water based recreational character of the area;

**AND WHEREAS** Sections 6.3, 10.55 and 14.4 of the Official Plan restrict rural development in the Township and require all new development to have frontage on a navigable body of water, which are policies that the Township of The Archipelago continues to promote as being critical in maintaining the water based community and limited service philosophy, which represent original foundational concepts for the creation of the Township;

**AND WHEREAS** the owners have submitted an Official Plan Amendment Application, Zoning By-law Amendment Application and Consent Applications, to permit the creation of four (4) new non-waterfront lots in the Woods Bay Neighbourhood, located on Woods Bay Lane, a privately maintained road;

**NOW THEREFORE BE IT RESOLVED** that the Corporation of the Township of The Archipelago denies the application submitted by Richard Gates to amend the Official Plan for the Township of The Archipelago.

**AND BE IT FURTHER RESOLVED THAT** the Corporation of the Township of The Archipelago denies the application submitted by Richard Gates to amend Comprehensive Zoning By-law No. A2000-07 for the Township of The Archipelago.

**AND BE IT FURTHER RESOLVED THAT** the Corporation of the Township of The Archipelago does not support the Consent Applications submitted by Richard Gates to the Archipelago Area Planning Board.

Carried.

This motion carried with a unanimous vote.

**5. CONFIRMING BY-LAW**

**2021-55**

**Moved by Councillor Mead  
Seconded by Councillor Barton**

**That By-law 2021-55**, being a By-law to Confirm the Proceedings of the Special Meeting of Council held on November 12<sup>th</sup>, 2021, be read and finally passed in Open Council this 12<sup>th</sup> day of November, 2021.

Carried.

**6. ADJOURNMENT**

**21-189**

**Moved by Councillor Barton  
Seconded by Councillor Manners**

**NOW THEREFORE BE IT RESOLVED** that the Special Meeting of Council held on November 12, 2021, be adjourned at 11:41 p.m.

Carried.

**TOWNSHIP OF THE ARCHIPELAGO**

\_\_\_\_\_  
Bert Liverance, Reeve

\_\_\_\_\_  
Maryann Weaver, Clerk

## CAO REPORT on COUNCIL DIRECTIONS - December 2021

Council Date	Department	Item	Update / Status	Date to return to
July 16, 2020	CAO	Council's Strategic Principles/Strategic Plan	Strategic Plan presented to Council in December.	Completed
September 17, 2020	Corporate Services	Connectivity	Plan, land, agreements, communication	Ongoing
January 22, 2021	Planning	Site Alteration By-law	Retained new consultant, developed new work plan to develop by-law.	Ongoing
January 22, 2021	Planning	Land Supply Study	Study and Report presented to Council in October. Reviewing additional information to provide to Council.	Ongoing
April 9, 2021	Development/Operations	Phragmites	Phragmites resolution forwarded to all parties. Working towards implementing other direction (clean equipment protocol, follow up with MTO, implement best management practices, etc.)	Ongoing
May 21, 2021	Environment	Washing Machine Filters	Meeting with manufacturer/distributor to discuss partnership and promotion opportunities with Township.	Ongoing
August 20, 2021	Clerk	In Person Council Meetings/Upgrade of Council Chambers	Continue to monitor public health guidelines, recommendations and best practices to determine when it will be appropriate to commence in person meetings. Received three quotes to outfit the council chambers with video and audio equipment. Recommendation report will come forward in January 2022.	1/20/2022
November 19, 2021	Clerk	Proposed Cemetery By-law 2021-XX	Council approve in principle proposed cemetery by-law and authorizes staff to proceed with the public notice requirements. All notice requirements of the BAO have been fulfilled. No comments or concerns have been received.	12/17/2021
November 19, 2021	CAO	Museum request for financial assistance for fire sprinkler system repairs.	Staff discussed the required repairs with the Town of Parry Sound and the Museum Curator. The work will be conducted as soon as possible.	12/17/2021

## **Township of The Archipelago**



### **COUNCIL CORRESPONDENCE**

**Regular Meeting of Council**

**December 17, 2021**

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#### **REQUESTS FOR SUPPORT**

[A]

#### **FEDERAL GOVERNMENT**

[01] PRIME MINISTER'S AWARDS

RE: 2021 Prime Minister's Awards for Teaching Excellence Recipients

#### **PROVINCIAL GOVERNMENT**

[02] NORM MILLER, MPP

RE: Facebook video of Mr. Miller acknowledging the Township of The Archipelago's Peter J. Marshall Innovation Award at Queen's Park

#### **MUNICIPALITIES**

[03] TOWN OF GEORGINA

RE: Request to Province to review the lack of recycling options for agricultural bale wrap and twine and boat shrink wrap

[04] TOWNSHIP OF LAKE OF BAYS

RE: Request to Province to provide more funding to rural municipalities to support infrastructure projects related to major bridge and culvert replacements

[05] MUNICIPALITY OF MATTICE – VAL COTE

RE: Request to Province to reconsider its decision to postpone, once again, the property assessment updates

[06] MUNICIPALITY OF MCDOUGALL

RE: Response to Township of Seguin Proposed Application for Minister's Zoning Order

- [07] TOWN OF PARRY SOUND  
RE: Response to Township of Seguin Proposed Application for Minister's Zoning Order
- [08] TOWN OF PENETANGUISHENE  
RE: Request to Province review high recidivism rates in Ontario
- [09] MUNICIPALITY OF WHITESTONE  
RE: Request to Province supporting North Bay Parry Sound District Health Unit's Request for Sustainable 2022 Health Funding

**FIRST NATIONS**

[10]

**RATEPAYERS' ASSOCIATIONS**

- [11] FEDERATION OF ONTARIO COTTAGERS' ASSOCIATIONS (FOCA)  
RE: FOCA Alert – November 2021
- [12] GEORGIAN BAY LAND TRUST  
RE: G-Blast Electronic Newsletter November 2021

**RATEPAYERS/OTHERS**

[13]

**AGENCIES**

- [14] DISTRICT OF PARRY SOUND SOCIAL SERVICES ADMINISTRATION BOARD  
RE: CAO Report December 2021
- [15] THE FEDERATION OF NORTHERN ONTARIO MUNICIPALITIES (FONOM)  
RE: Media Release – Province and Northern Ontario Municipalities Revenue Sharing Arrangement Announcement  
RE: Media Release - Physician, Nurse and Health Care Professionals shortage in Northern Communities
- [16] MUSEUM ON TOWER HILL  
RE: News from Tower Hill December 2021
- [17] WEST PARRY SOUND ECONOMIC DEVELOPMENT COLLABORATIVE  
RE: October 25-29 2021 Update

**PLANNING**

[17]

**PLANNING BOARD**

[18]

**ENVIRONMENT**

[19]

**MISCELLANEOUS**

[20]

# FONOM

## BIG DATA - BIG IDEAS

**NORTHEASTERN MUNICIPAL CONFERENCE**  
HOSTED BY THE CITY OF NORTH BAY

# 2022

**MAY 9 - 11**

- Information and insight on topical municipal issues
- Update on provincial legislation
- Ministers Forum
- Banquet
- Annual Awards Presentation
- Annual FONOM Business Meeting

### **TRADE SHOW & OPENING RECEPTION**

**Monday, May 9, 2022**  
11:00 AM - 7:00 PM

**Tuesday, May 10, 2022**  
8:00 AM - 9:00 PM

**Wednesday, May 11, 2022**  
8:00 AM - 1:00 PM

### **VENUE AND ACCOMMODATION INFORMATION**

[www.northbay.ca/FONOM](http://www.northbay.ca/FONOM)

### **INQUIRIES**

Arts, Culture, Recreation &  
Leisure Services  
T: 705-474-0626 ext. 2329  
E: [fonom@northbay.ca](mailto:fonom@northbay.ca)

Best Western North Bay Hotel & Conference Centre  
700 Lakeshore Drive, North Bay, ON

**THE CORPORATION OF  
THE TOWNSHIP OF THE ARCHIPELAGO  
BY-LAW No. 21-**

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**To appoint members of Council to the Committee of Adjustment**

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**WHEREAS** By-law No. 85-146 constituted the establishment of a Committee of Adjustment pursuant to Section 44(1) of the Planning Act, 1983;

**AND WHEREAS** pursuant to Section 44(3) of the Planning Act, R.S.O. 1990, members of the Committee of Adjustment who are not members of Council shall hold office for the term of the Council that appointed them and members of the Committee of Adjustment who are members of Council shall be appointed annually;

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

1. That the following members of Council be appointed to the Committee of Adjustment commencing January 1<sup>st</sup>, 2022:

- i) Bert Liverance
- ii) Greg Andrews
- iii) Laurie Emery
- iv) Peter Frost
- v) Earl Manners
- vi) Scott Sheard
- vii) David Ashley
- viii) Alice Barton
- ix) Ian Mead
- x) Dan Macleod
- xi)

**READ and FINALLY PASSED** in **OPEN COUNCIL** this 17<sup>th</sup> day of December, 2021.

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**REEVE**

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**CLERK**



The Corporation of the  
**TOWNSHIP OF THE ARCHIPELAGO**  
**BY-LAW NO. 2021-**

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To Authorize Borrowing from Time to Time to Meet Current Expenditures  
During the Fiscal Year Ending December 31, 2022

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**WHEREAS** Section 407 (1) of the *Municipal Act, 2001*, S.O. 2001, c. 25, provides that a municipality may authorize temporary borrowing, until the taxes are collected and other revenues are received, of the amounts that the municipality considers necessary to meet the expenses of the municipality for the year and of the amounts, whether or not they are expenses for the year, that the municipality requires in the year for specified purposes;

**AND WHEREAS** the total amount that may be borrowed from all sources at any one time to meet the current expenditures of the Corporation, except with the approval of the Ontario Municipal Board, is limited by section 407 (2) of the *Municipal Act, 2001*, S.O. 2001, c. 25;

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

1. That the Head of Council, the Chief Administrative Officer and the Chief Financial Officer/Treasurer are hereby authorized to borrow from time to time by way of letter of agreement and or any amending agreement or bankers' acceptance during the year 2022 (hereinafter referred to as the current year) such sums as may be necessary to meet, until the taxes are collected, and until other revenues are received, the current expenditures of the Corporation and the other amounts that are set out in subsection 407(1) of the *Municipal Act*.
2. A letter of agreement and any amending agreement or bankers' acceptance made under Section 1 shall be signed by the head of Council or the Chief Administrative Officer or designate and by the Chief Financial Officer/Treasurer.
3. The lenders from whom amounts may be borrowed under authority to this by-law shall be the TD Canada Trust and such other lender(s) and reserve funds of the municipality as may be determined from time to time by resolution of the Council.
4. The total amount which may be borrowed at any one time under this by-law, together with the total of any similar borrowings that have not been repaid, shall not exceed, from January 1<sup>st</sup> to September 30<sup>th</sup> of the current year, 50 percent of the estimated revenues of the Corporation as set out in the budget adopted for the year. Such borrowing shall not exceed, from October 1<sup>st</sup> until December 31<sup>st</sup> of the current year, 25 percent of the total estimated revenues of the Corporation as set out in the budget adopted for the year. For purposes of this by-law the estimated revenues of the Corporation shall not include revenues derived from
  - (a) any borrowing, including through any issue of debentures;
  - (b) a surplus, including arrears of taxes, fees or charges; or
  - (c) a transfer from the capital fund, reserve funds or reserves.
5. The Chief Financial Officer/Treasurer shall, at the time when any amount is borrowed under this by-law, ensure that the lender is or has been furnished with a certified copy of this by-law.

6. If the estimates for the current year have not been adopted at the time an amount is borrowed under this by-law, the limits upon borrowing under subsection (2) shall temporarily be calculated using the estimated revenues of the municipality set out in the budget adopted for the previous year.
7. All or any sums borrowed under this by-law shall, with interest thereon, be a charge upon the whole of the revenues of the Corporation for the current year and for any preceding years as and when such revenues are received but such charge does not defeat or affect and is subject to any prior charge then subsisting in favour of any other lender.
8. The Chief Financial Officer/Treasurer is hereby authorized and directed to apply in payment of all or any sums borrowed under this by-law, together with interest thereon, all or any of the money hereafter collected or received, either on account of or realized in respect of the taxes levied for the current year and preceding years or from any other source, which may lawfully be applied for such purpose.
9. This by-law shall come into force upon the final passing thereof.

**READ and FINALLY PASSED in OPEN COUNCIL this 17th day of December, 2021.**

**THE CORPORATION OF THE TOWNSHIP OF THE ARCHIPELAGO**

\_\_\_\_\_  
Bert Liverance, Reeve

\_\_\_\_\_  
Maryann Weaver, Clerk

The Corporation of the  
**TOWNSHIP OF THE ARCHIPELAGO**  
BY-LAW NO. 2021-

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Being a By-Law to provide for an Interim Tax Levy, for the payment of taxes, and for penalty and interest at 1.25% per month and authorize the Pre-Authorized Payment Plan (PAP) and Automatic Tax Installment Withdrawal (ATIW)

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**WHEREAS** Section 317 of The Municipal Act, 2001, S.O. 2001, c. 25 as amended, provides that the Council of a local municipality may before the adoption of the estimate for the year, pass a by-law to levy an interim tax bill based on 50% of the total taxes billed for 2021 for local municipal and school board purposed subject to certain restrictions. Part year adjustments will be annualized for purposes of determining a property's previous year's tax;

**AND WHEREAS** Section 317 of The Municipal Act, 2001, S.O. 2001, c. 25 as amended, provides that the Council of a local municipality must not exceed 50 percent of the previous year's taxes billed for all purposes in each property class;

**AND WHEREAS** the Council of the Corporation of the Township of The Archipelago deems it advisable and expedient that such a levy should be made;

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

1. That for the year 2022, 50% of the previous year's taxes billed on all applicable properties, shall be levied, raised and collected on all real property taxable within all classes and liable to pay the same according to the last year's taxes billed.
2. The said interim tax levy shall become due and payable in two installments as follows:  
50% of the interim levy rounded upwards to the next whole cent shall become due and payable on the 23rd day of February, 2022; and the balance of the interim levy shall become due and payable on the 28<sup>th</sup> day of March, 2022.
3. On all taxes of the interim levy, which are in default on the due date, a penalty of 1.25% shall be added and thereafter a penalty of 1.25% per month will be added on the day of each and every month the default continues, until December 31<sup>st</sup>, 2022.
4. On all other taxes in default on January, 2022, interest shall be added at the rate of 1.25% per month or fraction thereof, and all by-laws and parts of by-laws inconsistent with this policy are hereby rescinded.
5. Pre-Authorized Payment Plan (PAP) – Notwithstanding the due date referred to in section 2, the due dates for any taxes due for real property, the owner of which has elected pre-authorized payments, shall be deemed to be the 15th day of each month of the year, or the last day of each month starting February for a period of 10 months. The first 5 monthly payments are approximately one tenth of your previous year's total taxes and the next 5 months will be re-calculated based on the current year's total taxes minus the first 5 payments that were previously made.
6. Automatic Tax Installment Withdrawal (ATIW) – Notwithstanding the due date referred to in section 2, the due dates for any taxes due for real property, the owner of which elected automatic tax installment withdrawal from either option one or two. The first option is the 2-Installment Plan will be the due date in

March for the Interim tax bill full amount and in July for the final tax bill full amount. The second option is the 4-Installment Plan will be the due dates of the Interim tax bill and final tax bill (two installments per tax bill).

7. The Pre-Authorized Payment Plan (PAP) and Automatic Tax Installment Withdrawal (ATIW) shall be made available to ratepayers who are not in arrears of taxes.
8. Penalties and interest added on all taxes of the interim tax levy in default shall become due and payable and shall be collected forthwith as if the same had originally been imposed and formed part of such unpaid interim tax levy.
9. That from time to time, there may be charges, fees, costs or other expenses added onto the tax roll, as set forth in the Assessment Act and Municipal Act and any other applicable Acts and the by-laws in force in this municipality. Such charges, fees, costs or other expense shall be deemed to be taxes, collected as taxes, or collected in the same manner as municipal taxes, or dealt with in such fashion as may be specifically authorized by the applicable statute.
10. The Treasurer or delegate may mail or cause the same to be mailed to the residence or place of business of such person indicated on the last revised assessment roll, a written or printed notice specifying the amount of taxes payable.
11. The taxes are payable at the Township of The Archipelago, 9 James Street, Parry Sound, Ontario, or at the T.D. Business Bankline, or the C.I.B.C. Linkup, or Bank of Montreal, or Telpay, or the Royal Bank of Canada-Telebanking, or the Nova Scotia-Telescotia electronic Bill payment service or Credit Union Central of British Columbia or Credit Union Central of Ontario, E-Transfer, Pre-Authorized Payment Plan or Automatic Tax Installment Withdrawal Plan or the Online Payments and eCommerce found on our website.

**READ and FINALLY PASSED in OPEN COUNCIL this 17th day of December, 2021.**

**THE CORPORATION OF THE TOWNSHIP OF THE ARCHIPELAGO**

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Bert Liverance, Reeve

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Maryann Weaver, Clerk

# **The Township of The Archipelago**

## **Recommendation Report to Council**

**Report No.:** Clerk-2021-08

**Date:** December 17, 2021

**Originator:** Maryann Weaver,

**Subject:** Georgian Cliffs Memorial Park Cemetery – New Cemetery By-law

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### **RECOMMENDATION**

That Council approve the draft Cemetery By-law 2021-XX, as attached.

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### **BACKGROUND/HISTORY**

On November 19<sup>th</sup>, 2021 Council passed the following resolution:

**21-201**

**Moved by Councillor Emery  
Seconded by Councillor Frost**

**NOW THEREFORE BE IT RESOLVED** that Council approve in principle, the draft Cemetery By-law 2021-XX, and authorize staff to proceed with the public notice requirements.

**Carried.**

Since the November 19<sup>th</sup>, 2021 Meeting of Council, Staff have fulfilled the notice requirements for the filing of cemetery by-laws with the Registrar of the Bereavement Authority of Ontario (BAO).

### **BAO Notice Requirements**

- published once in a local newspaper with general circulation. **Notice of Filing was published in the Parry Sound North Star on December 2, 2021.**
- clearly posted on a sign at the cemetery entrance for four weeks. **Notice of Filing was posted at the Georgian Cliffs Memorial Park Cemetery on November 22, 2021.**
- delivered to each supplier of markers who has delivered a marker to the cemetery in the last year. **Notice of Filing was emailed to Tompkins & Heels Monuments Ltd. on November 22, 2021.**

At the time of writing this report, no inquiries regarding the draft by-law been received. Once the By-law is passed by Council, it will be sent to the Registrar for approval.

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### **FINANCIAL IMPLICATIONS**

No budget implications.

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## **ANALYSIS/OPTIONS**

### **Option 1**

Approve the draft Cemetery By-law 2021-XX. This will ensure that the Township of The Archipelago is in compliance with all current legislation.

### **Option 2**

Address any concerns with the draft Cemetery By-law 2021-XX.

### **Option 2**

Do not approve the draft Cemetery By-law 2021-XX. This will make the Township of The Archipelago non-compliant with the legislation.

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## **CONCLUSION**

It is recommended that Council approve the draft Cemetery By-law 2021-XX, as presented.

## **ATTACHMENTS**

- Draft Cemetery By-law 2021-XX

Respectfully Submitted,



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Maryann Weaver  
Clerk

I concur with this report,



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John B. Fior  
Chief Administrative Officer

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

**By-Law No. 2021 -XX**

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

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**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 and 184/12 that a prescribed amount or a percentage of the purchase price (excluding tax) of all interment and scattering rights sold, transferred, assigned or permitted; and prescribed amounts for monuments and markers, is contributed into the care and maintenance 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 lots, plots, markers and monuments in 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 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 "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, 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" and Schedule "A1".
- 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
  - e) a copy of the Consumer Information Guide (A Guide to Death Care in Ontario)
- 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 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 15<sup>th</sup> – May 15<sup>th</sup>, 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 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 ORNAMENTATION**

- 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.
- 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 in 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 upon approval by the Registrar of the Bereavement Authority of Ontario, 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" TO BY-LAW 2021-XX**  
**CEMETERY PRICE LIST - Effective January 1, 2022 to December 31, 2022**  
**GEORGIAN CLIFFS MEMORIAL PARK CEMETERY**  
 138 South Shore Road, Pointe au Baril, ON  
 Corporation License # 4671433  
 Operated by the Corporation of the Township of The Archipelago  
 9 James St. Parry Sound, ON P2A 1T4  
 Clerk (705) 746-4243 Ext. 301

SALE OF INTERMENT RIGHTS FOR COLUMBARIUM NICHES				
RESIDENT PRICING				
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 PRICING				
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

SCATTERING GARDEN				
RESIDENT PRICING				
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 PRICING				
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

INSCRIPTION ON MEMORIAL MONUMENTS			
RESIDENT PRICING			
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 PRICING			
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

INTERMENT RIGHTS CERTIFICATE			
RESIDENT & NON-RESIDENT			
MEMORIAL MONUMENT OPTIONS	FEE	HST	TOTAL PRICE
Replacement Interment Rights Certificate	\$ 40.00	\$ 5.20	\$ 45.20
Transfer of Interment Rights	\$ 100.00	\$ 13.00	\$ 113.00

OTHER CHARGES	
RESIDENT & NON-RESIDENT	
MEMORIAL MONUMENT OPTIONS	REFUND
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

**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.

**Inscriptions:**

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).

**SCHEDULE "A1" TO BY-LAW 2021-XX**  
**CEMETERY PRICE LIST - Effective January 1, 2023**  
**GEORGIAN CLIFFS MEMORIAL PARK CEMETERY**  
 138 South Shore Road, Pointe au Baril, ON  
 Corporation License # 4671433  
 Operated by the Corporation of the Township of The Archipelago  
 9 James St. Parry Sound, ON P2A 1T4  
 Clerk (705) 746-4243 Ext. 301

SALE OF INTERMENT RIGHTS FOR COLUMBARIUM NICHES				
RESIDENT PRICING				
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 PRICING				
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 PRICING				
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 PRICING				
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 PRICING			
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 PRICING			
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

INTERMENT RIGHTS CERTIFICATE			
RESIDENT & NON-RESIDENT			
MEMORIAL MONUMENT OPTIONS	FEE	HST	TOTAL PRICE
Replacement Interment Rights Certificate	\$ 40.00	\$ 5.20	\$ 45.20
Transfer of Interment Rights	\$ 100.00	\$ 13.00	\$ 113.00

OTHER CHARGES	
RESIDENT & NON-RESIDENT	
MEMORIAL MONUMENT OPTIONS	REFUND
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

**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.

**Inscriptions:**

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).



## SCHEDULE "B" TO BY-LAW 2021-XX

### GEORGIAN CLIFFS MEMORIAL PARK CEMETERY

138 South Shore Road, Pointe au Baril, ON

Corporation License # 4671433

Operated by the Corporation of the Township of The Archipelago

9 James St. Parry Sound, ON P2A 1T4

Clerk (705) 746-4243 Ext. 301

### 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

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

#### RECIPIENT #2

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ Prov: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Date of Birth: D: \_\_\_\_\_ M: \_\_\_\_\_ Y: \_\_\_\_\_  
Place of Birth: \_\_\_\_\_  
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" TO BY-LAW 2021-XX



### GEORGIAN CLIFFS MEMORIAL PARK CEMETERY

138 South Shore Road, Pointe au Baril, ON

Corporation License # 4671433

Operated by the Corporation of the Township of The Archipelago

9 James St. Parry Sound, ON P2A 1T4

Clerk (705) 746-4243 Ext. 301

### 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 \$165.00, 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" TO BY-LAW 2021-XX



## GEORGIAN CLIFFS MEMORIAL PARK CEMETERY

138 South Shore Road, Pointe au Baril, ON

Corporation License # 4671433

Operated by the Corporation of the Township of The Archipelago

9 James St. Parry Sound, ON P2A 1T4

Clerk (705) 746-4243 Ext. 301

## 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**

\_\_\_\_\_  
**CEMETERY REPRESENTATIVE  
TOWNSHIP OF THE ARCHIPELAGO**

\_\_\_\_\_  
**PURCHASER**



# A Guide to Death Care in Ontario

Everything you need to know.



## Losing a loved one can be a difficult and stressful time.

Whether you need to arrange a funeral, burial, cremation, hydrolysis or transfer service now, or are planning ahead for yourself or someone else, this guide can help you make an informed choice.



This guide was created to inform consumers of their rights and responsibilities when planning funerals, burials, transfer services, cremation or hydrolysis. This guide will walk you through the steps you need to take to ensure that you protect yourself as a consumer.

Visit [www.thebao.ca](http://www.thebao.ca) to learn more.

The Bereavement Authority of Ontario (BAO) is a government delegated authority administering provisions of the *Funeral, Burial and Cremation Services Act, 2002* (FBCSA) on behalf of the Ministry of Government and Consumer Services. Responsible for protection of the public interest, the BAO regulates and supports licensed: funeral establishment operators, directors and preplanners; cemetery, crematorium and alternative disposition operators; transfer service operators; and bereavement sector sales representatives across Ontario. The BAO is wholly funded by licensee fees (not tax dollars).

Consumer Protection Ontario is an awareness program delivered by Ontario's Ministry of Government and Consumer Services and other public organizations. It offers information on consumer rights and public safety, and directs you to the appropriate agency if you have a complaint or dispute with a business.

#### LEGAL DISCLAIMER



Please note that this guide is provided for general information only. Use of this guide is not intended to act as a substitute for legal advice or as a replacement for the *Funeral, Burial and Cremation Services Act, 2002*. Readers are encouraged to retain qualified and independent legal counsel to answer any legal questions or address any legal issues. Where there is any discrepancy, the Act and regulations will take precedence.



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# Terms You Need to Know

**Alkaline Hydrolysis (AH):** AH is an alternative disposition—a chemical process that uses a heated solution of water and potassium hydroxide or sodium hydroxide under pressure and agitation to reduce a body to components of liquid and bone. The resulting bone fragments are dried and reduced to a substance resembling cremated ashes.

**Care and Maintenance Fund:** A trust fund that helps ensure the long-term upkeep of a cemetery.

**Casket:** A container intended to hold a dead human body for funeral, cremation or interment purposes that is not a vault, burial container or grave liner.

**Cremation:** A process that uses incineration to reduce a body to an ash or granular substance.

**Columbarium:** A structure designed for the purpose of interring cremated human remains in niches or compartments.

**Crypt/Mausoleum:** A structure, other than a columbarium, used as a place for the interment of human remains in tombs, crypts or compartments.

**Family-led Death Care:** A family member may provide funeral services, including transport, documentation including death registration, and body care, without a license and for no charge.

**Grave:** A place for burial of human remains, typically a hole dug in the ground and marked by a stone or mound.

**Interment:** The burial of human remains, including the placement of human remains in a lot (grave, crypt or niche.)

**Interment rights:** The right to require or direct the interment of human remains in a lot or the disinterment of human remains from that lot.

**Lot:** An area of land in a cemetery containing, or set aside to contain, interred human remains and includes a tomb, crypt or compartment in a mausoleum and a niche or compartment in a columbarium and any other similar facility or receptacle.

**Niche:** A space in a columbarium or mausoleum wall to hold an urn.

**Plot:** Two or more lots sold as a unit.

**Provider:** The operator of a cemetery, crematorium, funeral establishment or transfer service.

**Scattering rights:** The right to scatter cremated remains in a cemetery.

**Shroud:** A piece of fabric used to wrap a body to prepare for burial. Some cemeteries will accept a dead human body for burial in a shroud.

**Supplies:** Caskets, markers and monuments, vaults, urns and flowers.

**Transfer Service:** A service to the public with respect to the disposition of dead human bodies, including the transportation of dead human bodies and the filling out of necessary documentation with respect to the disposition of dead human bodies.


**Urn:** A container for the reduced and processed human remains resulting from cremation or alkaline hydrolysis.

**Vault:** A secondary container that is protective, rigid, sometimes waterproof, and usually made of concrete, fiberglass, plastic or similar reinforced material, within which the primary casket, coffin or urn containing human remains is placed prior to burial in the ground.



# 1. Before making arrangements

One of the first things to determine after someone dies is who has the authority to decide what will happen to the body of the deceased.





## WHO HAS THE LEGAL AUTHORITY TO MAKE DECISIONS?

Generally, the person(s) appointed as the Estate Trustee(s) has the legal authority to make such decisions. Ontario has statutes and common law to determine who may act as the legal representative(s) when a person passes away without a valid will. The ultimate decision maker will be specific to the circumstances of each case but will generally default to a court-appointed Estate Administrator or the deceased's next of kin.

Here is a partial list of who may act as the legal representative:

1. Estate trustee, also called an executor or executrix, who is named in the will (or an administrator appointed by the court)
2. Spouse
3. Adult children (18 and over)

Laws with respect to the handling of the deceased person's body are different than the use and inheritance of interment rights. If you are the legal representative, the Provider may ask you to provide photo identification and proof of your authority, such as a valid will or court order, before making arrangements. To learn more visit [www.ontario.ca](http://www.ontario.ca) and search for the phrase "What to do when someone dies".

## TRANSPORTING THE DECEASED BODY

You may contact a funeral establishment or a transfer service to have the deceased person transferred from the place of death, or a family member of the deceased may carry out the transfer services, if those services are provided at no charge and/or benefit.

## HOW TO CHOOSE A PROVIDER

Refer to the chart on page 8 to see the types of services offered by each Provider.

When choosing a Provider:

- Consider recommendations from family or friends.
- Talk with more than one Provider at different facilities about their services. Make sure you are confident that they understand and are able to meet your needs.
- Ask the Provider for a price list and written price estimate to assist you when comparing prices and services.
- Ask for and review a copy of the cemetery's by-laws.

## HOW DO I DONATE A BODY OR ORGANS?

To donate organs for transplant, or the entire body for scientific research, arrangements must be made quickly and directly with health professionals. To learn more, contact the Trillium Gift of Life Network at [www.giftoflife.on.ca](http://www.giftoflife.on.ca).





## SERVICES PROVIDED

The following chart outlines the types of services usually offered by Providers. You may purchase certain supplies, such as caskets, monuments, markers and flowers from any supplier, but you should notify your Provider prior to entering into a contract.


Description of Service	Service Provider				
	Funeral Establishment	Transfer Service	Cemetery	Crematorium or Hydrolysis	Family of Deceased
Removing the body from the place of death	✓	✓			✓
Placing the body in a casket and delivering it to a cemetery or crematorium	✓	✓			✓
Registering the death	✓	✓			✓
Arranging to transport the body of the deceased out of Ontario	✓	✓			✓
Wash and dress the body	✓	✓*			✓
Transport the body to or from a place of worship	✓	✓*			✓
Hosting memorial services, celebrations of life and receptions including the rental of facilities (no body or cremated remains present)	Can be hosted by anyone				
Coordinating religious and non-religious funeral services or receptions including the rental of facilities (with the body or cremated remains present)	✓				✓
Embalming	✓*				
Providing caskets, urns, vaults and flowers	✓	✓	✓	✓	✓
Providing in-ground graves			✓		
Providing crypts in a mausoleum			✓		
Providing niches in a columbarium			✓		
Providing monuments	✓	✓	✓	✓	
Providing places to scatter cremated remains			✓		
Providing openings and closings of graves, niches or crypts			✓		
Conducting cremation or alkaline hydrolysis				✓	
Providing viewing of cremation				✓	

\*Must have class 1 licence



## 2. Making some important decisions

When making arrangements, there are important decisions you will have to make.



## FAMILY-LED DEATH CARE

Family members can legally provide funeral services without a licence, except for arterial embalming, for their deceased loved one. They cannot be paid for this service. This includes transportation, documentation including death registration, obtaining a Coroner's Cremation Certificate (required for all cremations) or Out of Province Certificate (if a body will cross a provincial boundary for disposition) or arranging religious or personal ceremonies to mark the death.

While it is possible for family members to provide these services without a license, in some cases it may be advisable for family members to seek the services of a licensed funeral establishment or transfer service for some aspects of funeral arrangements. For example; a family member may not have a vehicle that would allow for the dignified transportation of a dead human body, or the means to transfer a casket or container into or out of a residence for a home funeral or vigil. For some people, the experience of grieving may make it difficult to adequately prepare and submit the necessary documentation to register a death or obtain a Coroner's Cremation Certificate.

When contemplating family-led death care, it is important to note that institutions, like hospitals or nursing homes, may not be aware that it is legal for family members to provide funeral services for their

deceased family members. It is best that planning for family-led death care take place well in advance, including direct communication with the institutions or organizations that may be involved to ensure that there is no misunderstanding at the time of need.

## WHAT ARE SOME FUNERAL OR MEMORIAL SERVICE OPTIONS?

A celebration of someone's life helps surviving family and friends grieve the loss of a loved one. You can choose a funeral, memorial or graveside service. A service may be private (by invitation only), or public (open to anyone). Other options are to have a public or private visitation/viewing, a funeral procession, a home funeral and/or home vigil, or any other respectful social, traditional or cultural ritual.

## IS A CASKET REQUIRED AND WHAT ARE THE OPTIONS?

Caskets vary in style, and prices may range from a few hundred to several thousand dollars.

You may buy or rent a casket or provide your own, however if a Provider considers the casket you are providing to be unsafe, inappropriate for its intended use, or it does not meet the requirements of the cemetery or crematorium, the Provider can refuse to accept the casket. If the Provider allows you to provide your own casket the Provider cannot charge you an extra fee.

Keep in mind that some caskets cannot be used for cremation, because they are made of materials that will not burn. Price lists should clearly indicate which caskets are not suitable for cremation. If you are uncertain, ask the Provider for written confirmation of suitability. The casket must also meet cemetery and crematorium by-laws. Caskets are not used during the alkaline hydrolysis process.

## GREEN BURIALS

The definition of "green burials" varies. Generally, a green burial is considered to include: an unembalmed dead human body, buried in a biodegradable casket or container, without a vault or grave liner. In some cemeteries, there may be a designated section for green burials where grave markers and monuments are not used, and the ground is covered with native species of plants such as wildflowers instead of grass. Some cemeteries, will accept a body that is wrapped in a shroud. A shroud may be a flexible piece of fabric used to enclose or wrap the body for burial. Cemeteries that accept shrouded bodies for burial may also require a rigid backing board to allow for the safe lowering of the body into the grave. Cemeteries that accept or accommodate green and/or shroud burials must detail these provisions in the cemetery by-laws — consumers are encouraged to research their options.

## WHAT IS EMBALMING AND IS IT REQUIRED?

Embalming is the process of replacing blood and bodily fluids with a chemical solution to temporarily preserve the body. In Ontario, embalming is not required by law, however, in some instances a Provider may recommend it due to the length of time between death and the visitation, burial, cremation or hydrolysis. Ask your funeral establishment representative to explain the process of embalming so that you can make an informed choice.

## WHAT BURIAL OPTIONS DO I HAVE?

With burial, the deceased is placed in a grave with or without a casket. A rigid container may be required to transport the body. A casket is required when placing the body in a crypt. Check the cemetery's by-laws for its specific burial requirements.

In Ontario, the body or cremated remains must be buried in a licensed cemetery.

For burial in a grave you may purchase a vault or outer liner to further protect the body in the casket. This container is placed in the ground and is usually made of concrete or fiberglass. Generally, it is not mandatory to use a vault or outer liner unless required by the medical officer of health.

For burial in a crypt (entombment) the casket is placed in a sealed crypt

in a mausoleum. A mausoleum is usually an above-ground structure made of concrete, stone or marble that contains a number of crypts. Not all cemeteries have mausoleums.

## HOW DO I TRANSPORT HUMAN REMAINS OUT OF THE PROVINCE?

A deceased person's body may be moved outside of Ontario once a Provider has obtained a certificate from a Coroner.

If a deceased person is being transported to another country, then embalming and a sealed casket or container may be required by the receiving country or the transportation company.

If you choose to transport human remains (including cremated remains) out of Ontario, you must also follow the laws that apply in the receiving province or country. Contact a Provider for details or visit [www.catsa.gc.ca/cremated-remains](http://www.catsa.gc.ca/cremated-remains)

## WHAT CAN BE DONE WITH CREMATED/ALKALINE HYDROLYSIS REMAINS?

With cremation or alkaline hydrolysis the deceased's body or skeletal remains are reduced to an ash or granular substance. The remains are then placed in a small box or urn along with a metal identification tag. You may provide your own urn or purchase one from a Provider. Check the crematorium and cemetery

by-laws for the type and size of container allowed. If you choose cremation or alkaline hydrolysis, it is strongly recommended that you make plans for the final disposition of the remains.

A Provider can store remains for up to one year and may charge a deposit for this service. If the remains are claimed within one year the deposit will be refunded in full. After one year the Provider may use the deposit to inter the remains in the common grounds of a cemetery.

## WHAT ARE INTERMENT/ SCATTERING RIGHTS?

Interment rights refer to the right to bury human remains (including cremated remains) in a lot (grave, crypt or niche). If you are named on the interment rights certificate, you are the interment rights holder, and may request a burial or disinterment, or place a decoration, marker, monument or inscription on the monument, as long as you follow the cemetery's by-laws

If you are the scattering rights holder, you may scatter cremated remains in a designated place within the cemetery, in accordance with its by-laws.

Note: Ownership of all cemetery land remains the property of the cemetery owner. Interment rights and scattering rights holders acquire only the right to use the lot or scattering grounds and to have a marker or monument installed, in keeping with the cemetery's by-laws.

## SCATTERING: WHAT IS PERMISSIBLE IN ONTARIO?

Here are some choices:

- You may buy rights to bury or scatter the remains in a designated part of a cemetery. Scattering rights may not be available at all cemeteries.
- You may buy rights to place the cremated remains in a niche (or compartment) in a columbarium.
- Although the burial of cremated remains is not permitted outside a licensed cemetery, you may scatter the ashes or cremated remains on private property with the written consent of the land owner.
- You may also hire a Provider to scatter the remains. Only a Provider is permitted to charge you for this service.
- You may also scatter the cremated remains on unoccupied Crown lands and Crown lands covered by water so long as there are no signs prohibiting scattering.
- If you wish to scatter cremated remains on municipally-owned lands, check local by-laws first.
- For more information, visit [www.ontario.ca](http://www.ontario.ca) and search for the crown use policy

## WHAT SHOULD I KNOW ABOUT BUYING INTERMENT OR SCATTERING RIGHTS?

Before you make a purchase, each cemetery must provide:

- Its current price list;
- Its by-laws; and
- An explanation of any restrictions on the rights you are buying (such as restrictions on memorialization options, monuments, etc.).

Contact a cemetery directly, compare prices and review the by-laws before you decide where to inter or scatter your loved ones remains. Your contract will specify the number of interments (bodies or cremated remains) or scatterings you are entitled to with each interment or scattering right.

Part of the money you pay for interment and scattering rights will be placed in a care and maintenance fund. Income earned from this fund is used to maintain the cemetery for the future. The care and maintenance contribution depends on the type and cost of the interment rights.

## RESELLING INTERMENT OR SCATTERING RIGHTS

You may resell interment or scattering rights to a third party if the cemetery by-laws allow it. If you resell, you must inform the cemetery operator, who will then transfer the rights to the new owner. You cannot resell rights for a price greater than the price on that

cemetery's current price list. If the by-laws do not allow you to resell the rights to a third party, the cemetery operator must buy them from you at the price on the cemetery's current price list, less any payments that were made to the cemetery's care and maintenance fund. A cemetery operator may charge an administration fee when you resell your rights. The cemetery does not have to buy back rights for a grave in a plot (two or more lots originally bought as a unit) if one of those graves has been used.

## ARE THERE ANY TYPES OF FINANCIAL ASSISTANCE PROGRAMS?


If you do not have enough money to pay for funeral or transfer services or for cremation, hydrolysis or burial, you may be eligible for assistance from your local municipality. Speak to your Provider and/or municipality, and take the appropriate follow-up measures **before** you sign a contract with a Provider.

If approved, the municipality's financial assistance plan may limit your choice of casket, urn or grave and related services. Some municipalities may require that you pay a portion of the cost.



## 3. Your contract

When you make arrangements with a Provider, you may want to bring a family member or friend along with you as the process can be stressful. Once the supplies and services are selected, you will be asked to sign a contract with the Provider.



## WHAT SHOULD I KNOW BEFORE SIGNING A CONTRACT?

Make sure you are dealing with a licensed Provider (ask to see their licence).

Ensure the Provider has given you a copy of the price list before signing a contract.

Review the cemetery's or crematorium's by-laws for any special rules that you must follow, including restrictions on the purchase of supplies and services.

Make sure the contract has details about the things you have agreed to buy or rent, such as:

- Services, facilities and vehicles
- Casket, urn, vault, grave, crypt, niche or monument
- Any other payments (for newspaper notices, police escorts, honorarium for religious officials, catering, etc.)
- Any applicable taxes and commissions or benefits the Provider will receive for referrals

If the supplies and services you have purchased are not available at the time of need, you must be provided with supplies and services of equivalent value, at no additional cost.

### DID YOU KNOW?



For the contract to be valid (referred to as "enforceable"), it must be signed by you and the Provider. Ensure that you receive a signed copy. The Provider will explain your cancellation and refund rights.

## HOW DO I CANCEL A CONTRACT?

In some cases, you may cancel your contract in writing at any time before the supplies or services have been provided.

Here is the cancellation process in most cases:

1. Give written notice to the Provider stating that you want to cancel the contract.
2. Within 30 days of providing written notice, the Provider will refund your payment for any supplies or services that you have not yet received.
3. The amount of your refund will depend on when you cancel and whether the Provider has incurred costs.

## CANCELLING A CONTRACT FOR INTERMENT OR SCATTERING RIGHTS

You may cancel contracts for interment and scattering rights by giving written notice of cancellation to the Provider:

- If written cancellation is submitted within 30 days of the purchase and if you have not used the rights, you will receive a full refund.
- If written cancellation is submitted later than 30 days of the purchase, you will receive a refund of the amount paid or the market value (whichever is greater), less the amount deposited into the cemetery's care and maintenance fund.
- In accordance with the by-laws of the cemetery, you may be required to resell the rights on the open market.
- Where cancellation is not permitted after 30 days, you are able to sell interment rights to a 3rd party.

## YOUR CONTRACT CHECKLIST

The Provider must give you a copy of the contract upon signing and other important documents. Make sure your contract includes:

- The name of the person who is paying for the contract (the purchaser).
  - The name of the person for whom the supplies or services are to be provided (the recipient/the deceased).
  - The name of the licensed operator you are dealing with (the Provider).
  - A description of the supplies or services you have chosen and details of when and how they are to be provided.
  - The price of each supply or service, taxes and the total price.
  - All payment, cancellation and refund policies, including the right to change your mind and cancel the contract.
  - For interment rights, make sure the contract also includes the detailed location and description of the grave, crypt or niche.
  - A copy of this guide.
  - For scattering rights, make sure the contract also includes the location and description of where the scattering may occur.
- Your Provider must also give you the following documents:
- A copy of the cemetery's or crematorium's by-laws.
  - A certificate of interment rights or scattering rights once these rights are paid in full. The certificate must include the name of the person who can legally authorize an interment or scattering.

### **DID YOU KNOW? BE SPECIFIC.**



Review the contract and price list carefully and ask questions to ensure that all of your requirements and expectations are specified. For example, if you want jewelry removed before the casket is closed, make sure these details are included in the contract.








## 4. Pre-arranging and prepaying

Many people plan ahead to prepare for their death, and some choose to pay in advance for their final arrangements.



## WHY IS PLANNING AHEAD A GOOD IDEA?

- It saves your family and friends from having to make many difficult decisions during a time of grief.
- It gives you a say in planning your own arrangements.
- It gives you time to assess and compare your options.
- Prepaying may reduce or eliminate the financial burden on your family.

## WHAT HAPPENS UPON DEATH?

Your legal representative (such as the estate trustee, etc.) should take your pre-arrangement documents to the Provider to show proof of payment, discuss arrangements and to make any changes to the contract if necessary.

If a supply or service is no longer available, one of two things may occur:

1. Your Provider may make a reasonable substitution, but at no extra charge. Substitutions must be similar in value, style, design and construction to what is included in your contract.
2. Your legal representative may cancel that part of the contract by providing written authorization or may enter into a new contract.

### DID YOU KNOW? DISCUSS YOUR PLANS



After your death, your legal representative may, by law, change your pre-arranged funeral, burial, cremation or hydrolysis plans. It is important to discuss your wishes with him or her and your family.



## DO I HAVE TO PAY IN ADVANCE?

No, you can simply pre-arrange your supplies or services without prepaying. Some Providers may keep a record of your arrangements at no cost - ask your Provider about this service. If you decide to prepay, your Provider will ask you to sign a contract. See “Your Prepayment Checklist” on page 21.

## HOW CAN I PREPAY MY CONTRACT?

With most Providers, there are two ways to prepay:

### Trust:

1. You can pay the money to the Provider to be held for you “in trust”, either at a bank, trust company or with an independent trustee. It will earn income over the years until it is needed to pay for the supplies or services you have requested.

### Insurance/Annuity:

2. You can buy insurance from an insurance company. Your Provider may have an insurance program in place. With this option, you should buy enough insurance to cover the costs of your pre-arranged supplies or services at the time of need. The insurance company will then pay the Provider at the time of your death. If you buy insurance directly from an insurance company, you will still need to have a contract in place with a Provider to have the insurance policy assigned directly to them.

### DID YOU KNOW? TRUST AND INSURANCE



Refunds on cancellation of prepaid contracts funded by trusts differ from those funded by insurance policies. It's a good idea to learn as much as you can before you talk to a Provider.

## HOW DO I BUY INSURANCE TO PAY FOR PRE-ARRANGED SERVICES?

Buying insurance is a two-step process:

1. You must sign a prepaid contract with your Provider for the services and supplies you choose.
2. You must sign an insurance contract (called “the policy”) with the insurance company to pay the Provider for the supplies and services. The policy will set out the rules you and the insurance company must follow, including payment of any fees, your right to cancel the policy and any rights you may have to a refund.

Ask your Provider to explain the advantages and disadvantages of their prepaid trust and insurance options.

**IMPORTANT:** If you don't understand what your Provider is asking you to sign or to pay for, stop. Ask more questions. Alternatively, you can find another Provider who will explain things more clearly.

### DID YOU KNOW? CANCELLATION CHARGES



Ask about any fees, interest, financing and cancellation charges that may apply and the total cost of making monthly payments. In most cases, you will save money by paying in full rather than over time.

## WHAT HAPPENS IF PRICES INCREASE AFTER I'VE PREPAID?

At the time of death, the money held in trust (or the insurance proceeds), will be used to pay for the supplies and services set out in the contract. Costs will be based on prices in effect at the time of death. Whether you will be required to pay additional charges depends on whether your contract is guaranteed (see below). Your Provider must give the legal representative a statement showing:

- The amount your insurance will pay for your prepaid supplies or services, or the amount held in trust to pay for them (including income earned); and
- The current cost of the supplies or services you requested.

If prices have gone up, the income (interest or growth) is used to offset the increase in costs.

If you have a guaranteed contract: You (or your legal representative) will not be asked to pay more for supplies or services, as long as you have met the terms of your contract. Taxes are not guaranteed. You will have to sign the contract and pay for any services, supplies or taxes that were not included in the prepaid contract. All prepaid contracts entered into on or after July 1, 2012, must be guaranteed.

If you have a prepaid contract signed prior to July 1, 2012, it may not be guaranteed: You (or your legal representative) may have to pay additional costs to cover the higher prices. For example, if you have an existing non-guaranteed contract for which the price of supplies and services is \$8,000 at the time of death, and the value of the trust or insurance is \$7,500, your estate will owe the Provider \$500.

## WHAT HAPPENS IF THERE IS MONEY LEFT OVER AFTER EVERYTHING IN THE CONTRACT IS PAID FOR?

The answer depends on the date of your contract and the laws that applied at the time you signed:

- For cemetery or crematorium contracts signed on or after April 1, 1992, and funeral or transfer service contracts signed on or after June 1, 1990, leftover money will be paid to the estate. The law does not require a refund for contracts entered into before these dates.
- For funeral and transfer service contracts entered into after July 1, 2012, the purchaser can select a person who can receive leftover money.

## WHAT HAPPENS IF I WANT TO CANCEL OR CHANGE MY PREPAID CONTRACT?

You, your legal representative or another person named in the contract may cancel or change your prepaid contract at any time before the supplies or services are provided. You must give the Provider notice in writing.

You may or may not receive all of your money back. The following rules apply:

- If your money was to be held in trust and you cancel within 30 days of the date you entered into the contract, you will receive a full refund.

- After 30 days, you will receive a refund plus any income earned, but the Provider may retain 10% of the amount paid to a maximum of \$350. In addition, the Provider is required to refund the income earned or the income that would have been earned on the money had it been deposited as required by law.
- With rare exception the Provider will retain the value of the supplies and services that have been provided prior to cancellation.
- Cancellation of a prepaid contract does not necessarily cancel the related insurance policy. Cancellation fees for an insurance policy vary. Before you buy or cancel an insurance policy, you should clearly understand the implications of the insurance company's cancellation policy.

#### **DID YOU KNOW?**



Bodies that contain radioactive implants/pacemakers cannot be cremated.

## **HOW IS MY PREPAID MONEY PROTECTED?**

Ontario law protects your prepaid money in several ways:

- When you prepay, your Provider must give you a contract that states the total amount of money you have paid to-date and the terms of payment for any balance you owe.
- If you prepay with a funeral establishment for funeral supplies and services or a transfer service for transfer supplies and services, your money is protected by a compensation fund which is used to return money to consumers if, in rare cases, their prepaid money is not available when needed. The fund will cover losses only if you prepaid with a licensed funeral establishment or transfer service.
- The Provider is required by law to choose only safe investments for prepaid trust funds.
- You are entitled to ask your Provider at least once each year where and how the money is invested and how much money you have in your trust account.
- If you buy an insurance policy to fund your pre-arranged contract, you will pay the insurance company directly. Your money is protected under the Insurance Act.



## YOUR PREPAYMENT CHECKLIST

Keep the following documents in a safe place where your legal representative(s) can easily find them and give a copy to the person who will likely be making the arrangements.

### The Provider will give you:

- ☐ A signed contract that sets out the supplies and services you requested and their price. If the contract includes embalming, you will be asked to provide written consent for this step
- ☐ An interment or scattering rights certificate (once these rights are paid in full)
- ☐ A receipt for the money you paid to be placed in trust OR a copy of your insurance policy and enrollment form
- ☐ Copies of any other documents you have signed

### For your own records, you should keep:

- ☐ Your cancelled cheques or electronic payment records
- ☐ Receipts as proof of payment

### Remember to ask:

- ☐ About the advantages and disadvantages of paying by insurance or having your prepaid money held in trust
- ☐ Where your money will be invested, and the type of investment and expected growth

- ☐ What your refund will be if you cancel your insurance policy
- ☐ About the guarantee that must be provided on all prepaid contracts entered into on or after July 1, 2012
- ☐ What fees will apply if you choose to cancel the contract



## 5. Complaints

Consumer protection, in a marketplace that is safe, secure and professional, is a priority for the Bereavement Authority of Ontario.





The BAO reviews complaints pursuant to the *Funeral, Burial and Cremation Services Act, 2002*.

While the BAO attempts to resolve disputes wherever possible, the parties are strongly encouraged to attempt to resolve their concerns directly with the Provider before contacting the BAO. The Registrar's authority in handling complaints is limited to the scope of the *Funeral, Burial and Cremation Services Act, 2002* and its regulations.

The Registrar cannot award damages.



For more information on making a complaint visit [www.thebao.ca](http://www.thebao.ca) or email [complaints@thebao.ca](mailto:complaints@thebao.ca)



# To learn more about...

Funerals, burials, cemeteries, crematoriums, hydrolysis  
and transfer services contact:

Bereavement Authority of Ontario

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

(647) 483-2645 | (844) 493-6356

[info@thebao.ca](mailto:info@thebao.ca)



*Funeral, Burial and Cremation Services Act, 2002,*  
and its regulations:

[www.e-laws.gov.on.ca](http://www.e-laws.gov.on.ca)

You received this consumer information guide from:

**BAO** | Bereavement  
Authority of  
Ontario

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# **THE TOWNSHIP OF THE ARCHIPELAGO**

## **COVID-19 VACCINATION POLICY**

**December 17, 2021**

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### **Policy Statement**

The Township of The Archipelago is committed to taking every precaution reasonable in the circumstances for the protection of the health and safety of employees from the hazard of COVID-19. This policy is designed to maximize COVID-19 vaccination rates among Township employees as one of the critical control measures for the hazard of COVID-19.

### **Purpose**

The purpose of the COVID-19 Vaccination Policy is to provide guidelines pertaining to the expectations and requirements of staff, contractors and volunteers with respect to COVID-19 and vaccination.

### **Application**

This policy applies to all Township employees, including full-time, part-time, permanent, temporary, casual, contract employees, Reeve and Council members, Board/Committee members, Municipal By-law Officers, and volunteers and contractors visiting or working in municipal facilities. New employees will also be subject to this policy as a condition of their employment contract with The Township of The Archipelago. The Township also reserves the right to amend the scope of this policy as needed to meet changing provincial or federal requirements.

### **Support for Vaccinations**

The Township's vaccination policy supports employees in obtaining their COVID-19 vaccination. If operationally feasible and with the permission of their immediate supervisor, Township employees can be released on work time to be vaccinated while on-duty, either in the work location or at a designated vaccination site, without loss of compensation or the requirement to use credits, to a maximum of one day (one shift).

### **Responsibilities**

All levels of management are responsible for the administration of this policy. Managers are expected to:

- Lead by example, and;
- Ensure employees complete and sign off on any required training about COVID-19, including vaccination and safety protocols.

Employees are expected to:

- Follow all health and safety policies and protocols, and;

- Complete and sign off on any required training about COVID-19, including vaccination and safety protocols.

## **Definitions**

### **Fully vaccinated**

“Fully vaccinated” means that it has been at least 14 days since receiving:

- A second dose of an accepted two-dose COVID-19 vaccine or a combination of accepted vaccines (i.e. Moderna, Pfizer BioNTech or AstraZeneca/COVISHIELD)
- The only dose of the single dose COVID-19 vaccine of Janssen (i.e. Johnson & Johnson)
- A complete COVID-19 vaccine series that is recommended by the Chief Medical Officer for the province of Ontario and listed for emergency use by the World Health Organization.

## **Vaccination Requirements**

All Township employees are required to be fully vaccinated with a COVID-19 vaccine series by February 28, 2022. For a two dose vaccine series, employees must receive one dose of COVID-19 vaccine by January 3, 2022 and two doses of COVID-19 vaccine by February 28, 2022. For a single dose vaccine series (e.g. Johnson and Johnson), employees must receive the dose by January 3, 2022.

### **Proof of Vaccination Procedure**

1. Proof of COVID-19 vaccine administration as per the following requirements:

- a) If the individual has only received the first dose of a two-dose COVID-19 vaccination series approved by Health Canada, proof that the first dose was administered and, as soon as reasonably possible, proof of administration of the second dose; or
- b) Proof of all required doses of a COVID-19 vaccine approved by Health Canada.

All affected employees must provide proof of vaccination status. The only acceptable proof of vaccination is the receipt provided by the Ministry of Health/Public Health, or equivalent out-of-province health body to the person who was vaccinated.

For employees who have only received the first dose of a two-dose COVID-19 vaccination series, proof must be provided that the first dose was administered and, as soon as reasonably possible, proof of administration of the second dose is to be provided.

Employees who have received only one dose, must participate in regular antigen testing until such time as they are considered fully immunized. Antigen testing will be conducted on a schedule determined by the Township, based on the employee’s shift patterns. Testing costs will be paid for by the employee.

If at the time an employee who is eligible for the second dose of the vaccine does not receive it, the individual must provide proof of a medical reason for not receiving it.

Employees will be required to update their vaccination status in accordance with the established process and by the dates set out in this policy, as they obtain each dose of COVID-19 vaccine.

## **Medical Exemption for COVID-19 Vaccination**

Medical documentation must be provided by a physician for any employee who claims to have a medical reason for not being vaccinated.

Medical notes must include whether the medical exemption is permanent or time-limited. If time-limited, the note must include how long the exemption is expected to last.

Where the medical exemption is time-limited, the CAO or respective Manager must follow up with the Employee upon the medical exemption expiring.

## **Health and Safety Requirements for Unvaccinated Employees**

Employees requiring a medical exemption from receiving the vaccination will be required to undertake regular antigen testing or equivalent at their own cost. Antigen testing will be conducted on a schedule determined by the Township, based on the employee's shift patterns. Any isolation periods required as a result of a positive test will be unpaid by the Township.

If there is a likelihood that an unvaccinated employee will come within 2 meters or less (indoors or outdoors) with a fellow employee, contractor or member of the public, the unvaccinated employee will be required to wear a mask.

Employees without an approved accommodation plan and who are not fully vaccinated against the hazard of COVID-19, in accordance with the implementation requirements of this policy, may elect to request vacation leave (if available), time off in lieu (if available), or a leave of absence without pay until such time as they do become vaccinated or new guidance is received from our local Medical Officer of Health.

## **Confidentiality**

Information relating to an individual's proof of vaccination and/or the reason(s) for not receiving a COVID-19 vaccination will remain in their confidential Human Resources file for the purposes of ensuring the safety of the corporation's employees, contractors and local community in the event of a COVID-19 outbreak.

## **Training**

All employees to whom this policy applies will have this policy shared with them on, or close to, the date of the policy coming into effect. All new hires will have the policy shared with them prior to commencement of their first day of employment, or prior to commencement of their first shift, where possible. Employees will be required to acknowledge that they have read and understand the policy.

Employees will be provided with information on educational and training resources related to COVID-19.

## **Monitoring/Contraventions**

In partnership with North Bay Parry Sound District Health Unit, The Township of The Archipelago will continue to review and assess health and safety protocols to mitigate the risk of COVID-19 in the workplace and community. Any changes to safety measure will be communicated to employees and the appropriate policies will be updated accordingly.

Managers and supervisors are responsible for monitoring compliance with this policy.

The Township of The Archipelago will make every effort to support an individual in obtaining their vaccination.

Employees who fail to comply with this policy may be subject to discipline up to and including termination of employment.

This policy will be reviewed on a regular basis and amended as needed.

DRAFT

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

By-Law No. 2021 –

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Being a By-law to authorize the Reeve and Clerk to execute an  
Agreement with the Municipality of McDougall for the  
Provision of Limited Fire Inspection Services

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**WHEREAS** pursuant to *the Municipal Act, 2001*, S.O. 2001, sec. 19, c. 25, as amended, a municipality may exercise its powers to provide a municipal service in an area in another municipality if the other municipality is a single-tier municipality and the service is provided with its consent;

**AND WHEREAS** pursuant to *the Municipal Act, 2001*, S.O. 2001, sec. 20, c.25, as amended, a municipality may enter into an agreement with one or more municipalities to provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries;

**AND WHEREAS** Ontario Regulation 365/13 (O. Reg. 365/13) requires that fire safety assessments and inspections if necessary, be undertaken as directed by the Fire Marshal for:

- (1) every building for which a fire safety complaint is received; and
- (2) every building for which a request for assistance to comply with the Fire Code is received and the involvement of the Chief Fire Official is required.

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

1. That the Reeve and Clerk be and are hereby authorized to execute and affix the Corporate Seal to an agreement attached hereto as Schedule "A" between the Corporation of the Municipality of McDougall and the Corporation of the Township of The Archipelago, for the provision of limited Fire Inspection Services;
2. That this agreement shall commence on February 1, 2022 and terminate on December 31, 2024, with an option to renew for an additional two years;
3. That this By-law shall come into force and take effect on the day of the passing thereof.

**READ and FINALLY PASSED** in **OPEN COUNCIL** this 17<sup>th</sup> day of **December, 2021**.

**THE CORPORATION OF THE TOWNSHIP OF THE ARCHIPELAGO**

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Bert Liverance, Reeve

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Maryann Weaver, Clerk

THIS AGREEMENT made this                      day of                      , 2022.

**BETWEEN:**

**THE CORPORATION OF THE MUNICIPALITY OF MCDUGALL**  
(hereinafter referred to as "McDougall")

**AND:**

**THE CORPORATION OF THE TOWNSHIP OF THE ARCHIPELAGO**  
(hereinafter referred to as "The Archipelago")

### **PURPOSE**

The purpose of this agreement is to outline the terms and conditions of a shared service arrangement between McDougall and The Archipelago, for the provision of limited Fire Inspection Services.

### **TERMS OF AGREEMENT**

This agreement shall commence on or about February 1, 2022 and terminate on January 31, 2024 with an option to renew for an additional two years.

### **TERMS AND CONDITIONS**

1. McDougall agrees to provide Fire Inspection Services to The Archipelago.
2. The Archipelago agrees to provide the appropriate authority to McDougall staff to carry out duties identified under this agreement.
3. Fire Inspection Services shall only be conducted for residential or commercial establishments upon receipt of a request or complaint.
  - i) **Requests**: A fee of \$500.00 shall be charged to the property owner requesting an inspection and paid in advance to The Archipelago. The fee will cover two (2) inspections. A fee of \$300.00 will be charged for each subsequent required inspection in excess of two inspections.
  - ii) **Complaints**: Complaints that have been submitted to The Archipelago will be forwarded to McDougall for investigation. All costs of inspections will be charged back to the owner of the property, by The Archipelago.
4. McDougall will not inspect wood stoves but will provide the requestor with a list of private sector individuals who are "Wett Certified".
5. McDougall shall invoice The Archipelago and The Archipelago agrees to pay for services rendered, as follows:
  - i) A Yearly Stand-by Fee of \$2,000.

- ii) Two times the hourly rate of the staff member(s) based on total time spent inclusive of travel and office time required.
  - iii) The current mileage rate set by McDougall for vehicles used to carry out business. The mileage rate shall be the rate that applies according to McDougall's Policy. If this increases through the term of the contract, the new McDougall's Policy rate shall apply to this contract from the date of its approval.
- 6. The Archipelago shall cover all costs for providing or arranging transportation to any water access locations that do not have road accessibility.
  - 7. Both parties shall provide errors and omissions and legal expenses insurance to cover Fire Prevention Staff.
  - 8. The Archipelago agrees to be responsible for miscellaneous expenditures required for enforcement and all legal expenses required to prosecute their matters.
  - 9. McDougall will provide The Archipelago with detailed reports and itemized invoices on all inspections completed for The Archipelago.
  - 10. The Archipelago recognizes that McDougall is a priority for McDougall Fire Department, and acknowledges that duties within the McDougall Fire Department will supersede any work required in The Archipelago.
  - 11. A one (1) month notice of termination of the agreement may be given by either party and subject to the conclusion of the said one (1) month notice, the agreement shall be terminated.
  - 12. Notwithstanding section 11, termination of this agreement may be allowed upon agreement of both parties.
  - 13. In the event that either party terminates the agreement, McDougall agrees to refund The Archipelago the appropriate portion of the Stand-by Fee.

**SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:**

The Corporation of the Township of  
The Archipelago

The Corporation of the Municipality of  
McDougall

\_\_\_\_\_  
Bert Liverance, Reeve

\_\_\_\_\_  
Dale Robinson, Mayor

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Maryann Weaver, Clerk

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Lori West, Clerk