

# REVISED AGENDA

## REGULAR MEETING OF COUNCIL



Friday, November 19<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 1 application

### 2. DISCLOSURE OF PECUNIARY INTEREST

### 3. MINUTES OF THE PREVIOUS MEETING

#### i) Regular Meeting Of Council

Pages: 1-4

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

#### ii) Committee of the Whole Meeting

Pages: 5-9

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

iii) **Special Meeting Of Council**

Pages: 10-11

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

4. **DEPUTATIONS**

9:15 a.m. **Rita Orr,CEO & Tom Lundy, Board Chair**  
**Parry Sound Public Library**

Pages: 12-16



5. **CLOSED MEETING**

- 21- **NOW THEREFORE BE IT RESOLVED** that Council move into a CLOSED MEETING at \_\_\_\_\_ a.m./p.m., pursuant to Section 239(2)(e) 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.

i) **Update on Pending Litigation 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**

i) **POCOCK, Stanley**  
**156 South Crane Lake Road, Crane Lake**

Pages: 17-19

- 21- **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.

11. **CAO REPORT ON COUNCIL DIRECTIONS**

Pages: 20

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

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

- i) **West Parry Sound District Museum. 2022 Operations Budget**

Pages: 21-27

• **PLANNING AND BUILDING**

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

- 21- **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.



- ii) **Seguin Township. Proposed Application for Minister's Zoning Order**

Pages:38

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



• **FINIANCE AND ADMINISTRATION**

- i) **Skerryvore Road Financing Report**

- 21- **NOW THEREFORE BE IT RESOLVED** that Council 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 loan debenture.

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

Pages: 39 - 73

- 21- **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.

iii) **Purchase of Meeting Management Software**

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

13. **CORRESPONDENCE**

i) **Council Correspondence**

Pages: 28-30

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

14. **OTHER BUSINESS**

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

Pages: 31-32

- 21- **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; \_\_\_\_\_, \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_.

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

Pages: 33-34

- 21- **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; \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

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

Pages: 35-37

- 21- **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.
15. **BY-LAWS**
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 November 19<sup>th</sup>, 2021.
19. **ADJOURNMENT**

Corporation of the Township of The Archipelago



**MINUTES  
MEETING OF COUNCIL**

**October 22, 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 (left mtg from 11am-1pm)
	David Ashley	Ward 4
	Alice Barton	Ward 4
	Rick Zanussi	Ward 4
	Ian Mead	Ward 5
	Dan MacLeod	Ward 6 (arrived at 9:34am)

Staff Present: John Fior, Chief Administrative Officer  
Maryann Weaver, Clerk  
Jane Nawroth, Planning Coordinator  
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 9:15 a.m., and commenced with the signing of the National Anthem, Roll Call, and the Traditional Land Acknowledge Statement.

Reeve Liverance requested a moment of silence in honour of the recent passing of former Ward 3 Councillor, Roy Schatz. On behalf of Council, Reeve Liverance extended his condolences to the Schatz family.

**2. APPROVAL OF AGENDA**

21-174 **Moved by Councillor Emery  
Seconded by Councillor Frost**

**NOW THEREFORE BE IT RESOLVED** that the October 22, 2021 Revised Council Meeting Agenda, be approved.

Carried.

**3. MINUTES OF THE PREVIOUS MEETING**

**Regular Meeting Of Council – September 17, 2021**

21-175 **Moved by Councillor Sheard  
Seconded by Councillor Mead**

**NOW THEREFORE BE IT RESOLVED** that the Minutes of the Regular Meeting of Council held on September 17, 2021, be approved.

Carried.

**Committee of the Whole Meeting – September 16, 2021**

21-176

**Moved by Councillor Zanussi  
Seconded by Councillor Frost**

**NOW THEREFORE BE IT RESOLVED** that the Minutes of the Committee of the Whole Meeting held on September 16, 2021, be approved.

Carried.

**4. CLOSED MEETING**

21-177

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

**NOW THEREFORE BE IT RESOLVED** that Council move into a CLOSED MEETING at 9:28 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**

21-178

**Moved by Councillor Ashley  
Seconded by Councillor Andrews**

**NOW THEREFORE BE IT RESOLVED** that Council move out of a CLOSED MEETING at 11:00 a.m.

Carried.

Council recessed for a break at 11:01 a.m. and resumed business at 11:07 a.m.

Council recessed for a meeting of the Committee of Adjustment at 11:08 a.m. and resumed business at 1:03 p.m.

Council recessed for a lunch at 12:19 p.m. and resumed business at 1:03 p.m.

**5. CAO REPORT ON COUNCIL DIRECTIONS**

21-179

**Moved by Councillor Barton  
Seconded by Councillor Frost**

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

Carried.

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

**Georgian Cliffs Memorial Park Cemetery Advisory Committee Update**

Councillor Manners provided Council with an update.

**7. FINANCE AND ADMINISTRATION**

**Infrastructure Ontario's Accelerated High Speed Internet Project**

21-180

**Moved by Councillor Zanussi**

**Seconded by Councillor Sheard**

**NOW THEREFORE BE IT RESOLVED** that Council authorize the Connectivity Ad Hoc Committee to prepare and send a letter to MPP Norman Miller and other appropriate Provincial representatives, with regards to the Infrastructure Ontario's Accelerated High Speed Internet Program.

Carried.

**Benefit Enhancements**

**21-181**

**Moved by Councillor Mead  
Seconded by Councillor Emery**

**NOW THEREFORE BE IT RESOLVED** that Council approve the Healthcare Spending Account administered by Greenshield, as a compliment to the Township's comprehensive benefit package for a total upset limit cost of \$17,083.00 and/or \$589.05 per member, effective January 1, 2022.

Carried.

**8. CORRESPONDENCE**

**Council Correspondence**

**21-182**

**Moved by Councillor Sheard  
Seconded by Councillor MacLeod**

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

Carried.

**9. OTHER BUSINESS**

**Christmas Holidays Office Closure**

**21-183**

**Moved by Councillor Andrews  
Seconded by Councillor Ashley**

**NOW THEREFORE BE IT RESOLVED** that Council authorizes the closure of the Municipal Office from Friday, December 24<sup>th</sup>, 2021 to December 31<sup>st</sup>, 2021, for the Christmas Holidays.

Carried.

**10. BY-LAWS**

**Georgian Bay Mnidoo Gamii Biosphere  
Authorize the execution of a partnership agreement**

**2021-53**

**Moved by Councillor Frost  
Seconded by Councillor Manners**

**That By-law Number 2021-52**, being a by-law to authorize the execution of an agreement between Georgian Bay Mnidoo Gamii Biosphere and the Corporation of the Township of The Archipelago for the provision of environmental services, be read and finally passed in Open Council this 22<sup>nd</sup> day of October, 2021.

Carried.

**11. CONFIRMING BY-LAW**

**2021-54**

**Moved by Councillor Zanussi  
Seconded by Councillor Barton**



That **By-law Number 2021-53**, being a By-law to Confirm the Proceedings of the Regular Meeting of Council held on October 22<sup>nd</sup>, 2021, be read and finally passed in Open Council this 22<sup>nd</sup> day of October, 2021.

Carried.

**12. ADJOURNMENT**

**21-184**

**Moved by Councillor Ashley  
Seconded by Councillor Andrews**

**NOW THEREFORE BE IT RESOLVED** that the Regular Meeting of Council held on October 22<sup>nd</sup>, 2021 be adjourned at 1:14 p.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**  
**October 21, 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  
Peter Frost Ward 2  
Earl Manners Ward 3  
Scott Sheard Ward 3 (left mtg 11am-1pm)  
David Ashley Ward 4  
Alice Barton Ward 4  
Rick Zanussi Ward 4  
Ian Mead Ward 5  
Dan MacLeod Ward 6

Council Members Absent: Councillors: Greg Andrews Ward 1

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  
Greg Mariotti, Manager of Operational Services

**1. PLANNING AND BUILDING**

**Highway 69/400 Expansion**

Cale Henderson provided an update on the status of the Highway 69/400 Expansion, reporting that the expansion is proceeding under the current Provincial Government.

**Site Alteration By-law**

Cale Henderson reported that staff have engaged JL Richards and Associates Limited to support with this project, which will commence during the upcoming winter months.

**Short Term Rentals**

Reeve Liverance recommended that Members read through the information provided in their agenda package, specifically page 55, which will assist with and guide future discussions on this matter.

**Closed Meeting**

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

**NOW THEREFORE BE IT RESOLVED** that the Planning and Building Committee move into a CLOSED MEETING at 9:25 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.

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

Carried.

**Open Meeting**

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

**NOW THEREFORE BE IT RESOLVED** that the Planning and Building Committee move out of a CLOSED MEETING at 11:54 a.m.

Carried.

The Committee recessed for a meeting of The Archipelago Area Planning Board at 12:00 p.m. and resumed business at 12:21 p.m.

The Committee recessed for a break at 12:21 p.m. and resumed business at 1:00 p.m.

**Closed Meeting**

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

**NOW THEREFORE BE IT RESOLVED** that the Planning and Building Committee move into a CLOSED MEETING at 1:05 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.

- i) **Committee of Adjustment Application No. A08-21 (Pleasant Cove Resort Inc. - Bishop) – OLT Appeal Update**

Carried.

**Open Meeting**

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

**NOW THEREFORE BE IT RESOLVED** that the Planning and Building Committee move out of a CLOSED MEETING at 1:10 p.m.

Carried.

**Building Permit Summary**

No issues were raised.

**2. ENVIRONMENT**

**Georgian Bay Mnidoo Gamii Biosphere**

- i) **2020 Township Environmental Report**
- ii) **2021 Environmental Program Report**
- iii) **2022 Proposed Workplan**

Matters were deferred to the November 18<sup>th</sup> Committee of the Whole Meeting.

**3. FINANCE AND ADMINISTRATION**

**Benefit Enhancements**

Erin Robinson summarized her report, recommending that the Committee approve the staff recommendation to implement a \$500. Healthcare Spending Account.

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

**2022 Preliminary Budget Outlook**

Erin Robinson provided the Committee with an update on the 2022 preliminary budget.

The Committee discussed budget considerations.

**Christmas Holidays Office Closure / Christmas Holiday Luncheons**

John Fior reported on the holiday office closure, and staff holiday luncheons.

**Infrastructure Ontario's Accelerated High Speed Internet Program**

Reeve Liverance summarized Seguin Township's letter to Norm Miller, and requested that Council authorize the Connectivity Ad Hoc Committee to prepare and send a letter to MPP Norman Miller and other appropriate Provincial representatives, with regards to the Infrastructure Ontario's Accelerated High Speed Internet Program.

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

**Legal Update**

No issues were raised.

**4. PUBLIC WORKS**

**Operational Services Update**

Greg Mariotti reported on various public works activities and initiatives.

Mr. Mariotti provided updates on the Skerryvore Community Road resurfacing, the Remembrance Day Banners, an update on funding applications, and the solar powered building systems.

**5. HUMAN RESOURCES**

**Closed Meeting**

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

**NOW THEREFORE BE IT RESOLVED** that the Human Resource Committee move into a CLOSED MEETING at 2:11 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**

Carried.

**Open Meeting**

**Moved by Councillor Emery  
Seconded by Councillor Barton**

**NOW THEREFORE BE IT RESOLVED** that the Human Resource Committee move out of a CLOSED MEETING at 2:16 p.m.

Carried.

**6. ADJOURNMENT**

Meeting adjourned at 2:17 p.m.

TOWNSHIP OF THE ARCHIPELAGO

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Bert Liverance, Reeve

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Maryann Weaver, Clerk

Corporation of the Township of The Archipelago



**MINUTES  
SPECIAL MEETING OF COUNCIL**

**October 7, 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  
Jane Nawroth, Planning Coordinator

**1. CALL TO ORDER**

The meeting was called to order at 9:15 a.m., and commenced with the signing of the National Anthem, Roll Call, and the Traditional Land Acknowledge Statement.

**2. APPROVAL OF AGENDA**

21-171

**Moved by Councillor Barton  
Seconded by Councillor Frost**

**NOW THEREFORE BE IT RESOLVED** that the October 7, 2021 Revised Special Meeting of Council Agenda, be approved.

Carried.

**3. OTHER BUSINESS**

**J.L. Richards & Associates Ltd. – Land Demand and Supply Analysis**

Cale Henderson introduced Jason Ferrigan and Gaurang Khandelwal from J.L. Richards & Associates Ltd. Mr. Henderson provided Council with a brief overview of the land demand and supply analysis process.

Mr. Ferrigan and Mr. Khandelwal reported on the approach, methodology, and forecast scenarios applied throughout the study. Mr. Ferrigan presented the outcomes of the analysis, reporting that the study

concluded that there is enough land available to accommodate the anticipated residential and employment growth by 2046 in the Township. Mr. Ferrigan also highlighted that the forecasts used in the study should be monitored and updated at regular intervals moving forward.

Mr. Ferrigan and Mr. Khandelwal answered questions from Council pertaining to the study's findings.

Council requested supplementary information pertaining to the land study be added to the report.

Council thanked Mr. Ferrigan and Mr. Khandelwal for their presentation.

**21-172**

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

**NOW THEREFORE BE IT RESOLVED** that Council receives the Land Demand and Supply Analysis, as distributed.

Carried.

**3. CONFIRMING BY-LAW**

**2021-52**

**Moved by Councillor Sheard  
Seconded by Councillor Mead**

**That By-law 2021-52**, being a By-law to Confirm the Proceedings of the Special Meeting of Council held on October 7, 2021, be read and finally passed in Open Council this 7<sup>th</sup> day of October, 2021

Carried.

**4. ADJOURNMENT**

**21-173**

**Moved by Councillor Emery  
Seconded by Councillor Zanussi**

**NOW THEREFORE BE IT RESOLVED** that the Regular Meeting of Council held on October 21st, 2021 be adjourned at 10:29 a.m.

Carried.

**TOWNSHIP OF THE ARCHIPELAGO**

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Bert Liverance, Reeve

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Maryann Weaver, Clerk





## 2020 ANNUAL REPORT



### Our Mission Statement:

The Parry Sound Public Library enriches the quality of life in the Town of Parry Sound, contracting municipalities and surrounding areas by providing access to information for cultural, economic, educational, and recreational development, and also by promoting personal growth.



4,137  
LIBRARY  
CARDHOLDERS

THE GATEWAY  
TO A LIFELONG LOVE OF READING,  
JOY OF LEARNING, AND  
SEARCH FOR INFORMATION



ITEMS IN OUR  
PHYSICAL  
COLLECTION  
28,385





## A MESSAGE FROM THE BOARD CHAIR & C.E.O.

For the Parry Sound Public Library Board members, staff, and patrons, 2020 was an eventful and memorable year. On March 16th, 2020, due to the COVID-19 pandemic, we had to close our doors. During the closure, staff had to get creative with new ways to communicate with our patrons and the community. Through innovation, professional development, and resilience, we cultivated a greater understanding of the virtual world of programming and communication. We quickly developed Adult and Children virtual portals through our website. Hidden talents and skills, such as puppetry, were unveiled as staff created dynamic and accessible programs through our various social media platforms.

Patrons all over the world were delighted with our creativity and the programming portals provided an outlet for entertainment and/or education during these challenging times. Virtual Board and staff meetings took place at the onset, to ensure we all remained connected, and to spark the brainstorming of new and innovative ways to highlight the Parry Sound Public Library as a vibrant and active member of our community. One of the first decisions the Board made was to become a Fine Free Library throughout the COVID-19 pandemic. Fine Free borrowing was one great way the Library was able to support the social and mental health of our community. New policies lightened the burden on our patrons to ensure they could continue to access the library as seamlessly as possible. Once we were able to open for Curbside Service, a safe and efficient procedure / policy came into effect. Our footprint in the digital world expanded, enhancing patron opportunities to use the Overdrive / Libby Digital Library applications, to access print resources on personal digital devices. Another challenge throughout the past year was the development and application of new safety procedures and policies. The Board and staff worked diligently to ensure the Library had all appropriate measures in place to keep everyone safe. Many of our policies were adapted by libraries all over Ontario, across Canada and internationally. We had to close and re-open on several occasions, as per provincial directives, but we kept moving ahead and our commitment to the community has never wavered. We look forward to a new year and brighter days! With COVID-19 cases waning, and continued efforts to overcome the pandemic, the Parry Sound Public Library looks forward to thriving, growing, and providing outstanding services to our community.

# THE PARRY SOUND PUBLIC LIBRARY BOARD

Engage our community, create a culture of innovation, tell our story and build a foundation for growth.



**Tom Lundy**  
Board Chair

Archipelago Representative  
tomlundy@sympatico.ca



**Susan Murphy**  
Vice-Chair

Carling Council Representative  
susanmurphy@carlingtownship.ca



**Vanessa Backman**  
Parry Sound

Council Representative  
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**Lynne Gregory**  
McDougall

Council Representative  
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**Doug McCann**  
Parry Sound

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**Jennifer Hoddy**

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**Stephen Heder**

Parry Sound  
Representative  
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**Colleen O'Hare**

Parry Sound  
Representative  
irishcolleenohare@gmail.com



# 2020 HIGHLIGHTS



CURBSIDE  
PICKUPS  
933



WIFI  
8,716

7 PODCASTS  
303  
STREAMS

CRAFT  
TO-GO  
332

MYSTERY  
BAGS  
113



E-RESOURCE  
DOWNLOADS  
7,098



CATALOGUED  
2,122 ITEMS  
VALUED AT  
\$45,220

INSTAGRAM  
VIEWS 9,082

SOCIAL MEDIA  
REACH 141,664







15,695  
WEBSITE  
VIEWS



1,605  
PHONE  
CALLS



821 ILLO  
SENT OUT  
TO OTHER  
LIBRARIES

277 ILLO  
RECEIVED  
FOR OUR  
PATRONS

16,820  
VISITORS



E-BLAST  
REACH  
714

81 VIRTUAL  
PROGRAMS

19,600 VIEWS/  
PARTICIPANTS

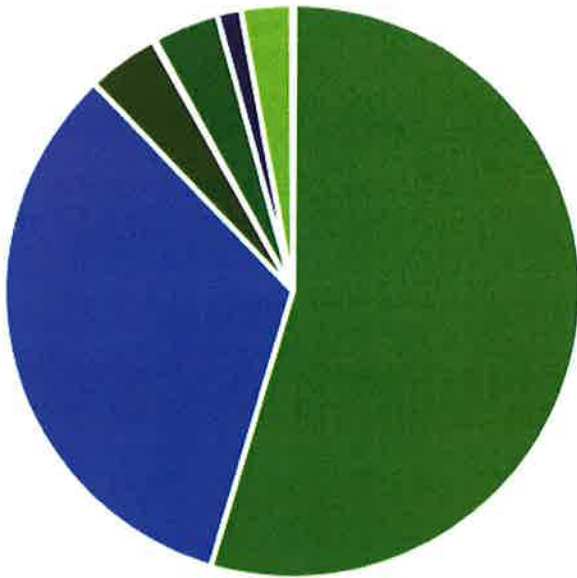
Wow! We installed an accessible circulation desk. A huge thank you to our community for assisting us in raising these funds!





# FINANCES

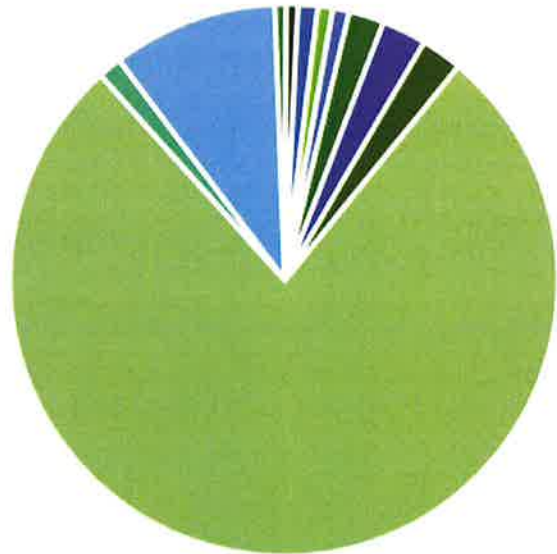
2020 Library Revenues  
\$375,891.00



- Town of Parry Sound
- Provincial Grants
- Fines, User Fees, and Memberships
- Donations
- Other Municipal Contracts
- Other Grants
- Rent
- Investment Income

\$30,000 from C. C. Johnson Bequest

2020 Library Expenses  
\$375,891.00



- Advertising and programming
- Conference and Travel
- Insurance
- Professional Fees
- Supplies/Stationary/Postage/Photocopies
- Reserve
- Computer Maintenance and Software
- Fundraising Expense
- Misc.
- Salaries and Employee Benefits
- Repairs/Maintenance/Utilities/Telephone

\$30,000 Books (Books, DVDs, OverDrive, etc.)

## PSPL STAFF



**Rita Orr**  
Chief Executive Officer



**Selena Martens**  
Interlibrary Loan/Bookkeeper



**Cayla Norrie**  
Adult Programming Coordinator/Administration



**Hartley Duncan**  
Children's Programming Coordinator/Marketing



**Kristina Brics**  
Cataloging/Technical Services



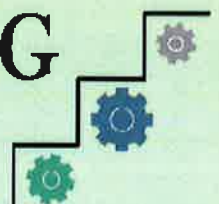
**Joshua Bowden**  
Circulation Assistant

## THANK YOU!

We want to extend a heartfelt thank - you to those who donated towards our Elevating Minds Campaign in 2020, helping us raise the funds to address accessibility needs within the library. Parry Sound Public Library will continue to expand our services to meet the unique needs of our great community!

Thank you for your continued support!

**ELEVATING  
MINDS**



**The Township of The Archipelago**  
**Recommendation Report to Council**

**Report No.:** Shore Road Allowance 2021-002

**Date:** 19<sup>th</sup> November 2021

**Originator:** Alison Scarrow, Operations Coordinator

**Subject:** Shore Road Allowance Application – Stanley Pocock  
156 South Crane Lake Road

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**RECOMMENDATION**

1. 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.
- 

**BACKGROUND/HISTORY**

Please find attached a key map and aerial photo identifying the applicant's property located at 156 South Crane Lake Road. There is no environmentally sensitive area or fish habitat fronting the subject land.

Crown land abuts the property to the west and to the back of the property. Staff at the MNRF have not signed a Preliminary Consent although efforts to obtain same were made. The requested projections are straight line and therefore qualify for the application to proceed without MNRF's approval pursuant to Council's Resolution 21-164 passed September 17, 2021.

The abutting owners at 126 Crane Lake Water own the shore road allowance fronting their property, thereby establishing the side lot line and have also signed a Preliminary Consent form confirming no objection to the proposed sale.

The applicant's Lot 1 is on registered plan of subdivision M-239. Pursuant to the Planning Act, land cannot be added to a lot on a registered plan of subdivision. To resolve this, it is recommended that the approval be conditional upon Council passing a deeming by-law to deem the subject property not to be a lot on a registered plan of subdivision. The deeming by-law would subsequently be registered at the local Land Registry Office to enable the shore road allowance portion to merge with the respective lot.

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## **ANALYSIS/OPTIONS**

### **Option 1 – Recommended**

1. 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.

The requested projections are straight line and therefore qualify for the application to proceed without MNR's approval pursuant to Council's Resolution 21-164 passed September 17, 2021. The abutting owners at 126 Crane Lake Water own the shore road allowance fronting their property, thereby establishing the side lot line and have also signed a Preliminary Consent form confirming no objection to the proposed sale. There is no environmentally sensitive area or fish habitat fronting the subject land.

### **Option 2 – Not Recommended**

Do not approve the stopping up, closure and conveyance of the original shore road allowance fronting 156 South Crane Lake.

The Township's administrative policy is to encourage applications for the closure and conveyance of original shore road allowances to abutting landowners, except where the shore road allowance is required for public access, travel, environmental protection or portage purposes. None of these exceptions apply.

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## **FINANCIAL IMPLICATIONS** N/A

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## **CONCLUSION**

1. 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.

Respectfully Submitted,



Alison Scarrow  
Operations Coordinator

I concur with this report  
and recommendation



Cale Henderson  
Manager of Development and  
Environmental Services







## CAO REPORT on COUNCIL DIRECTIONS - November 2021

Council Date	Department	Item	Update / Status	Date to return to
July 16, 2020	CAO	Council's Strategic Principles/Strategic Plan	Final version of Plan will be presented at the December Council Meeting.	Ongoing
September 17, 2020	Corporate Services	Connectivity	Plan, land, agreements, communication	Ongoing
January 22, 2021	Planning	Site Alteration By-law	Consultant preparing draft by-law and researching potential municipal costs.	Ongoing
January 22, 2021	Planning	Land Supply Study	Study and Report presented to Council in October.	Completed
April 9, 2021	Corporate Services	Pointe au Baril Land Transfer	Process the transfer of lands from Twn PS (Highway 69 old EMS site)	Completed
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
April 30, 2021	Corporate Services	Land Acquisition	Conclude process for acquiring property for PauB Tower Build	Completed
May 21, 2021	Environment	Washing Machine Filters	Investigate purchase of filters and distribution to community.	Ongoing
August 20, 2021	Clerk	In Person Council Meetings	Continue to monitor public health guidelines, recommendations and best practices to determine when it will be appropriate to commence in person meetings. Currently working with IT consultant to outfit the council chambers with equipment to upgrade video and audio recording of meetings	12/17/2021

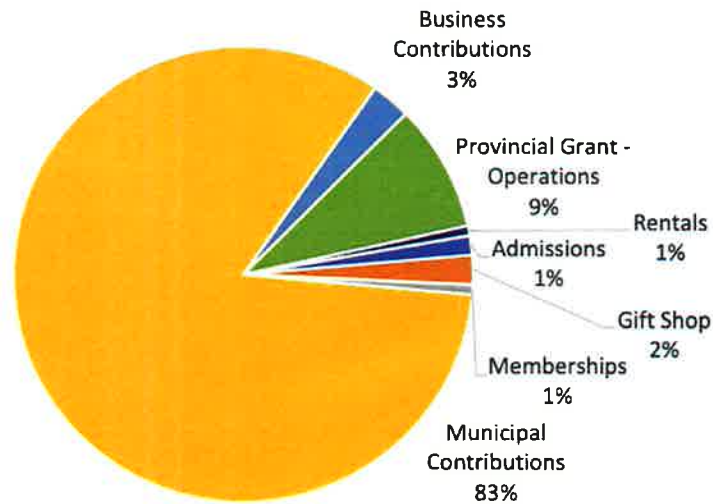
# West Parry Sound District Museum 2022 Operations Draft Budget

2021-10-26

# WPSDM 2022 Draft Budget - Operations

## Income

WPSD Museum 2022 Draft Budget - Income (\$144,000)

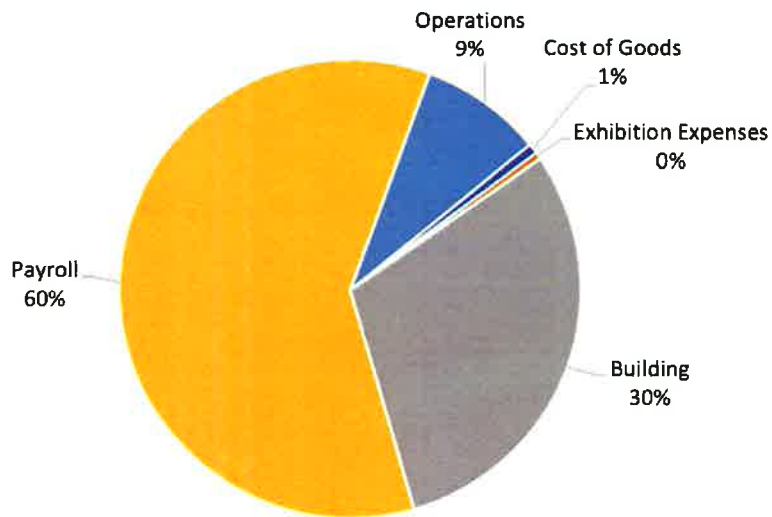


Admissions	\$2,000
Gift Shop	\$3,000
Memberships	\$1,000
Municipal Contributions	\$120,000
Business Contributions	\$4,000
Provincial Grant - Operations	\$13,000
Rentals	\$1,000
Total	\$144,000

# WPSDM 2022 Draft Budget - Operations

## Expenses

WPSD Museum 2022 Draft Budget - Expenses (\$200,000)



Cost of Goods	\$1,500
Exhibition Expenses	\$1,000
Building	\$61,500
Payroll	\$122,500
Operations	\$17,500
Total	\$204,000

# WPSDM 2022 Draft Budget - Operations

## Museum and Library

### **Museum (2022 Budget)**

- 2 full time staff
- 1 part time staff
- open 4 days/week, 20 hours
- total budget - \$204,000
- municipal contributions - \$120,000
- payroll 2022 Budget - \$122,000
- building expenses (operations only) - \$61,500

### **Library (2021 Budget)**

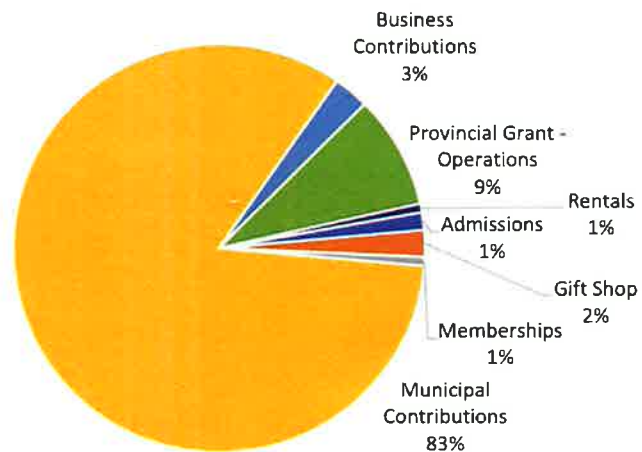
- 3 full time staff
- 3 part time staff
- open 4 days/week, 23 hours
- total budget - \$415,000
- municipal contributions - \$340,000
- payroll 2021 Budget - \$318,500
- building expenses (operations only) - \$44,300

# WPSDM 2022 Draft Budget - Operations

## Museum and Library - Income

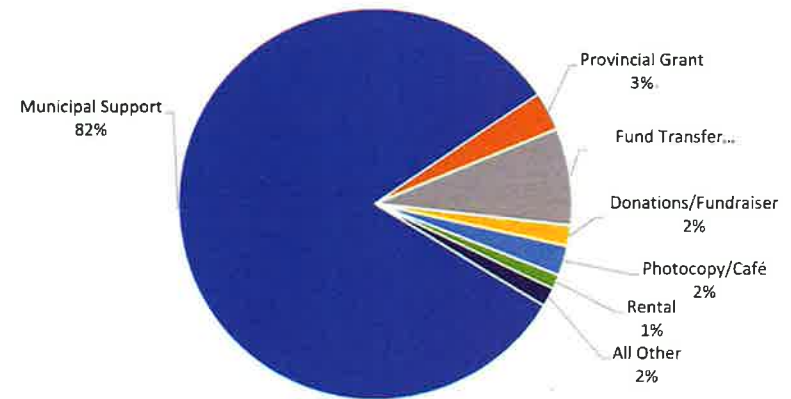
### Museum (2022 Budget)

WPSD Museum 2022 Draft Budget - Income (\$144,000)



### Library (2021 Budget)

Parry Sound Library Budget 2021 - Income (\$415,000)



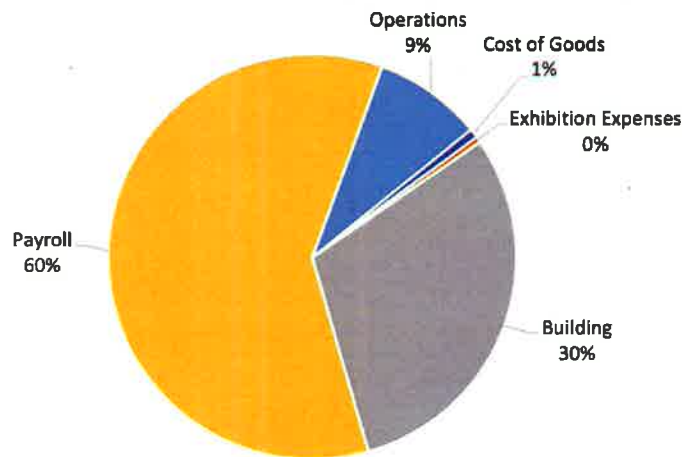


# WPSDM 2022 Draft Budget - Operations

## Museum and Library - Expenses

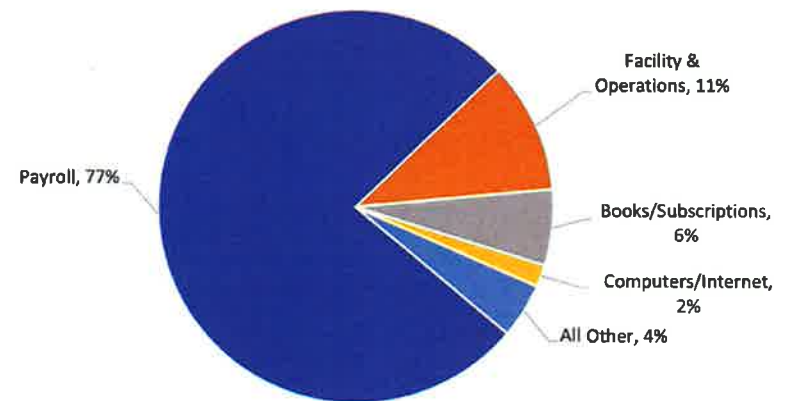
### Museum (2022 Budget)

WPSD Museum 2022 Draft Budget - Expenses (\$200,000)



### Library (2021 Budget)

Parry Sound Library Budget 2021 - Expenses (\$415,000)



# WPSDM 2022 Draft Budget - Operations

## Contribution – Museum and Municipal Pool

	Contributions 2021	% of Total Museum Contribution	Tax Rates 2018 (per \$1,000) CDBC Report	2020/21 Tax Levy (thousands)	Museum % of Levy	Pool Levy	% of Total Pool Contribution	Pool % of Levy
Archipelago Township	\$27,612	22%	\$5.10	\$8,666	0.32%	\$44,800	13%	0.52%
Carling Township	\$31,250	25%	\$6.37	\$5,417	0.58%	\$36,750	11%	0.68%
McDougall Township	\$11,650	9%	\$7.35	\$4,843	0.24%	\$61,600	18%	1.27%
McKellar Township	\$0	0%	\$6.46	\$4,346	0.00%	\$29,750	9%	0.68%
Town of Parry Sound	\$35,076	28%	\$14.86	\$9,963	0.35%	\$93,450	27%	0.94%
Seguin Township	\$17,500	14%	\$5.21	\$12,667	0.14%	\$83,650	24%	0.66%
Total / Average	\$123,088	100%	-	\$45,902	0.27%	\$350,000	-	0.76%



## **Township of The Archipelago**



### **COUNCIL CORRESPONDENCE**

**Regular Meeting of Council**

**November 19, 2021**

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#### **REQUESTS FOR SUPPORT**

[A]

#### **FEDERAL GOVERNMENT**

[01]

#### **PROVINCIAL GOVERNMENT**

[02] MINISTER OF INFRASTRUCTURE

RE: Increased funding to the Ontario Community Infrastructure Fund (OCIP)

[03] MINISTRY OF MUNICIPAL AFFAIRS AND HOUSING

RE: Enhanced COVID-19 Vaccine Certificate with QR Code and Verify Ontario App Available for Download Starting October 15

#### **MUNICIPALITIES**

[04] THE CORPORATION OF THE TOWN OF BRACEBRIDGE

RE: Request to Province to take additional and meaningful steps to address the ever-increasing "Renovictions" in the Province of Ontario

[05] CITY OF KITCHENER

RE: Request to Province to provide financial supports for businesses to cover human resource costs necessary to execute the vaccine passport program

[06] MUNICIPALITY OF MATTICE-VAL COTE

RE: Request to Province to reconsider its decision and to direct MPAC to proceed with a province-wide assessment update

#### **FIRST NATIONS**

[07]

**RATEPAYERS' ASSOCIATIONS**

- [08] GEORGIAN BAY ASSOCIATION  
RE: Municipal Sewage Overflows and September 23, 2021 Collingwood Overflow

**RATEPAYERS/OTHERS**

[09]

**AGENCIES**

- [10] ASSOCIATION OF MUNICIPALITIES ONTARIO  
RE: Jamie McGarvey assumes Presidency of AMO
- [11] BELVEDERE HEIGHTS  
RE: Update on the Belvedere Heights LTC Status
- [12] COMMUNITY POLICING ADVISORY COMMITTEE-WEST PARRY SOUND OPP  
RE: October 21, 2011 Committee Agenda
- [13] DISTRICT OF PARRY SOUND SOCIAL SERVICES ADMINISTRATION BOARD (DSSAB)  
RE: Chief Administrative Officer's Report – October 2021  
RE: Chief Administrative Officer's Report – November 2021
- [14] THE FRIENDS  
RE: Fall 2021 Newsletter
- [15] MUNICIPAL PROPERTY ASSESSMENT CORPORATION (MPAC)  
RE: 2022 Provincial Municipal Levy Announcement  
RE: Municipal Assessment Postponed
- [16] NORTH BAY PARRY SOUND DISTRICT HEALTH UNIT  
RE: Requirement to Report Animal Bites/Scratches to Health Unit  
RE: COVID-19 Outbreak at Chartwell Barclay House Retirement Residence
- [17] TOWN OF PARRY SOUND EMS ADVISORY COMMITTEE  
RE: October 28, 2021 Committee Meeting Minutes
- [18] WEST PARRY SOUND ECONOMIC DEVELOPMENT COLLABORATIVE  
RE: Economic Development Update | Oct 12-15

**PLANNING**

[19]

**PLANNING BOARD**

[20]

**ENVIRONMENT**

[21] GEORGIAN BAY BIOSPHERE MINDOO GAMII

RE: November Biosphere Newsletter

[22] THE GREAT LAKES AND ST.LAWRENCE COLLABORATIVE

RE: Action Plan to Protect the Great Lakes and St. Lawrence 2020-2030

[23] ONTARIO TURTLE CONSERVATION CENTRE

RE: Summer/Fall 2021 Newsletter

**MISCELLANEOUS**

[24] CANADIAN UNION OF PUBLIC EMPLOYEES ONTARIO (CUPE)

RE: OMERS Performance Review

[25] PARRY SOUND AREA ACTIVE TRANSPORTATION

RE: Recommendations for the West Parry Sound Recreation and Culture Centre



[Home](#) / [ROMA 2022 Rural Opportunities](#) /

## Program

The following program is continually being updated. Details will be added as they are confirmed.

### Sunday, January 23

12:30 – 5:00pm Info Booth Open and Delegation Meetings

### Monday, January 24

8:00 – 8:10am Welcome, O Canada

8:10 – 8:50am Opening Keynote: How Municipalities Can and Should Work with Indigenous Peoples, Chief Perry Bellegarde, Former National Chief of the Assembly of First Nations.

Chief Perry Bellegarde has dedicated his life to championing the rights and well-being of First Nations. For 35 years, he has held various First Nations leadership roles, including two terms served as the National Chief of the Assembly of First Nations (AFN). Chief Bellegarde believes passionately that at the heart of the original Treaty relationship sits a vision of peace and friendship that is the key to building a better and brighter future for Canada.

A member of Little Black Bear First Nation, Chief Bellegarde credits the wisdom shared by the First Nations Elders of Saskatchewan for instilling in him a deep sense of pride in his culture, as well as a lasting conviction that Indigenous knowledge and values are crucial to building a more just and inclusive society. He describes himself as an *oskâpêwis*, a Cree word meaning “helper”, and he believes this understanding of the role and responsibilities of a leader applies to many walks of life.

Chief Bellegarde has championed that vision through all his leadership roles. As National Chief, Chief Bellegarde campaigned tirelessly to close the gap in the quality of life between First Nations and other families in Canada. He led the AFN through a period of profound transformation in public awareness of First Nations concerns and priorities. Critical accomplishments include the passage of Canada’s first national legislation recognizing and protecting Indigenous languages, much needed changes in how government services in First Nations communities are funded, and securing a legal commitment to national implementation of the United Nations Declaration on the Rights of Indigenous Peoples.

In recognition of his work, Chief Bellegarde has been awarded the Confederation Medal, the Saskatchewan Centennial Medal, and both the Queen Elizabeth II Diamond Jubilee Medal and Golden Jubilee Medal. In 2018, he was recognized with the Saskatchewan Order of Merit, and in 2019, was awarded an Honourary Doctorate of Laws from Queen’s University for his extraordinary contribution to public service, arts, culture, law, and government. The Empire Club of Canada has recently selected Chief Bellegarde as The Nation Builder of the Year Award 2021.

8:50 – 9:10am ROMA Update and AGM

9:10 – 9:20am Jamie McGarvey, AMO President

9:20 – 9:30am The Hon. Premier Doug Ford (invited)

9:30 – 10:00am Meet with Exhibitors

10:00 - 11:45am

Concurrent Session A

1. Navigating the New Regulations under the Conservation Authorities Act
2. Human Services Transformation for Poverty Reduction
3. OPP Detachment Board Implementation and Community Safety and Well Being

11:45 – 12:45pm	Lunch and Zone Networking Sessions
12:45 – 2:00pm	Concurrent Session B <ol style="list-style-type: none"> <li>1. The Continued Quest to Improve Connectivity in Ontario</li> <li>2. Homelessness in Rural Ontario: Challenges and Opportunities</li> </ol>
2:00 – 2:30pm	Meet with Exhibitors
2:30 – 2:40pm	Andrea Horwath, Leader of the Official Opposition and NDP (invited)
2:40 – 3:15pm	Opportunities for Rural Ontario: Post-COVID Recovery
3:15 – 3:30pm	The Hon. Minister Clark, Minister of Municipal Affairs and Housing (invited)
3:30 – 4:15pm	Ministers' Forum: Health and Human Services

**Tuesday, January 25**

7:30 – 8:00am	Meet with Exhibitors
8:00 – 8:35am	Keynote Speaker
8:35 – 8:45am	Steven Del Duca, Leader, Liberal Party of Ontario (invited)
8:45 – 9:30am	Michael J. Smither Question Box Panel
9:30 – 10:00am	Break and Networking Events
10:00 – 11:45am	Concurrent Session A <ol style="list-style-type: none"> <li>1. Fines and Enforcement: Advancing the Local Administration of Justice</li> <li>2. Taking a Pulse Check on Rural and Northern Health</li> </ol>
11:45 – 12:45pm	Lunch and Networking Events
12:45 – 2:00pm	Concurrent Session B <ol style="list-style-type: none"> <li>1. Climate Change and Municipalities: How Community Energy Plans and Land Use Planning Can Help</li> <li>2. Innovative Housing Solutions in Rural Ontario</li> </ol>
2:00 – 2:30pm	Meet with Exhibitors
2:30 – 2:40pm	Mike Schreiner, Leader, Green Party of Ontario (invited)
2:40 – 3:15pm	Post-COVID Recovery: Opportunities in Practice for Rural Ontario
3:15 – 3:30pm	The Hon. Lisa Thompson, Minister of Agriculture and Rural Affairs (invited)
3:30 – 4:15pm	Ministers' Forum: Economy and Resources

# Good Roads

2022 Conference

AGENDA

REGISTRATION

DELEGATIONS

TRADESHOW

ACCOMMODATIONS

MEDIA

## Concurrent Sessions

The Good Roads Conference will offer concurrent sessions covering the following topics:

- Asset Management I: Choosing the Right Asset Management Tool
- Smart/Connected Communities I: What is a Smart City? ISO Standards
- Attracting and Retaining Top Talent to Your Community.
- Improve Your Funding Applications (grants, matching funds, etc.)
- Smart/Connected Communities II: Cybersecurity: Protecting Your Municipality From Bad Actors
- Developing a Vision Zero Speed Reduction Strategy
- "Open Streets"
- Innovations in Asset Management
- Smart/Connected Communities III: What New "Smart" Infrastructure is Out There?
- Project Bundling

Check back as more sessions continue to be added!

Please note that the agenda is subject to change.

## Professional Development Hours

Earn Professional Development Hours (PDH) during Conference 2022. In partnership with the Engineering Institute of Canada, you can earn 1 PDH for every 1 hour of training when you attend a technical session at conference. You can learn more about <https://eic-ici.ca/>. Your badge will be scanned at the door of each technical session to track your PDH. Sessions below apply to your PDH:

Asset Management I: Choosing the Right Asset Management Tool

Asset Management II: Ensuring Compliance with Regulation Deadlines

Innovations in Asset Management

Get Your Gravel On: Breakthroughs & Best Practices in Gravel Roads

# Good Roads

2022 Conference

[AGENDA](#)

[REGISTRATION](#)

[DELEGATIONS](#)

[TRADESHOW](#)

[ACCOMMODATIONS](#)

[MEDIA](#)

## Keynotes & Plenary Sessions

The 2022 Good Roads Conference will bring together thought leaders from a variety of sectors. This page will be updated periodically to reflect confirmed speakers/sessions.

Please visit the **Program at a Glance** for the most up-to-date list of speakers.

### Keynotes:

- Charles Marohn, Founder & President, **Strong Towns**
- Lisa Kimmel, Chair & CEO, **Edelman Canada & Latin America**
- Chief Cadmus Delorme, Chief of the Cowessess First Nation

### Political Leaders:

- Andrea Horwath, Leader, Official Opposition & Ontario New Democratic Party
- Steven Del Duca, Leader, Ontario Liberal Party
- Mike Schreiner, Leader, Green Party of Ontario

### Ministers:

- Hon. Stan Cho, Associate Minister of Transportation

### Panels:

- The Future of Work
- Truth and Reconciliation at the Municipal Level
- Inequality and Road Violence

### Interactive Sessions:

- Smart Solutions Chamber
- Joint and Several Liability Mock Trial
- The Final Word

# **The Township of The Archipelago**

## **Recommendation Report to Council**

**Report No.:** EM-2021--01

**Date:** November 18, 2021

**Originator:** J Villeneuve, Manager of Corporate Services, CEMC

**Subject:** Emergency Management

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### **RECOMMENDATION**

1. 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.
- 

### **BACKGROUND / HISTORY**

The Emergency Management and Civil Protection Act and Ontario Regulation 380/04 require that all Ontario municipalities and Provincial Ministries implement and maintain an emergency management program.

Collectively these statutory requirements mandate how municipalities must prepare for and respond to, emergency situations occurring within their jurisdictions. The Province provides oversight on an annual basis to ensure municipalities comply. Emergency Management Ontario (EMO) developed a procedure for use by municipalities to provide evidence of its annual compliance activities. A field officer from EMO who is assigned to the Township of The Archipelago (Lakes Sector) audits the Emergency Management Program to ensure completion of legislated requirements. The completed Emergency Management Program Annual Compliance Checklist and Annual Statement of Completion signed by the CEMC and Head of Council are then forwarded to Council for approval.

### **PURPOSE OF REPORT:**

The purpose of this report is to provide Council with an update on the actions taken by the Township of The Archipelago to comply with the annual requirements of the Emergency Management and Civil Protection Act and Ontario Regulation 380/04 in 2021.

### **EXECUTIVE SUMMARY:**

The Township has a responsibility under the Emergency Management and Civil Protection Act to review its Community Emergency Response Plan on an annual basis and as appropriate update the plan. The



responsibilities of Community Emergency Management Coordinator (CEMC) reside with the Manager of Corporate Services. The Township has met the annual regulatory compliance for an Essential Level Emergency Management program for 2020. Furthermore, response to the pandemic crisis again this year has resulted in a high degree of coordination on emergency management within ToA staff, between area municipalities and community stakeholder groups.

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## **ANALYSIS/OPTIONS**

The Township has undertaken initiatives in 2021 to ensure compliance with the Emergency Management and Civil Protection Act and Ontario Regulation 380/04. The province provides oversight on municipal compliance. Municipalities must conduct an annual review of their Emergency Management Program to ensure that all mandatory activities have been conducted. The Township's CEMC is to audit activities completed by The Archipelago required to achieve compliance for 2021.

The Archipelago has passed bylaws to have an Emergency Program and adopt an Emergency Plan. The plan is based on Incident Command Structure (ICS) and is a joint plan used by the area municipalities to more effectively manage incidents. Staff have received certifications on the ICS structure. Additionally, Township Staff and those of the neighbouring municipalities continue to train and practice together with a focus on the ICS structure and joint/shared response to significant events.

### **Emergency Response Plan:**

Each municipality must develop and evaluate annually, an emergency response plan that outlines how it will respond to an emergency situation and the responsibilities of the Township's Emergency Control Group (ECG). The Control Group is comprised of senior Township employees and is responsible for coordinating responses to a significant emergency event or disaster. The Plan has been reviewed this year. The Plan includes *Hazard Identification and Risk Assessment (HIRA)* and *Critical Infrastructure and Community Risk Profile*.

### **Annual Exercise and Training:**

Each municipality must ensure that at least four hours per year of training is provided to the members of the Emergency Control Group and other municipal staff as deemed appropriate. These exercises are meant to simulate potential emergencies based on the threats/risks to the municipality and allow participants to role play so they are more prepared, should a real emergency occur.

The Emergency Control Group members participated in a joint emergency exercise with neighbouring/area municipalities on November 10<sup>th</sup>. That full day event included a half day of presentations/training followed by a mock emergency exercise. These activities satisfy the annual training component.

Additionally, throughout the year, the Township's Emergency Control Group met frequently planning and responding to tasks presented by the pandemic. The CEMC, Information Officer and several other staff still undertake activities with emergency response regards in response to the current pandemic crisis and future planning.

**Public Education on Emergency Preparedness:**

The Public Education and Awareness Program concentrate efforts on risks to public safety and personal preparedness for emergencies. The focus of personal preparedness is self-sufficiency for 72 hours. Staff participated in Emergency Preparedness Week (May 02- 08, 2021) by highlighting pertinent information on the Township website and ongoing distribution of the Emergency Preparedness via social media.

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**FINANCIAL IMPLICATIONS**

Costs associated with implementing the Township of The Archipelago Emergency Management Program initiatives and meeting compliance was included in the 2021 budget.

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**CONCLUSION**

It is recommended that Council formally approve the findings of its Emergency Management Program.

Respectfully Submitted,



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**Joe Villeneuve**

**Community Emergency Management Coordinator (CEMC)**

November 19, 2021

Mayor Ann MacDiarmid  
Township of Seguin  
5 Humphrey Drive  
Seguin, ON P2A 2W8

Dear Mayor MacDiarmid:

Re: Township of Seguin  
Proposed Application for Minister's Zoning Order

Thank you for your letter and request for comments on the proposed development in the north-west corner of your municipality. I am writing on behalf of our Council, who reviewed your correspondence of November 4<sup>th</sup>, 2021 at our Committee of the Whole meeting held on November 18<sup>th</sup>, 2021.

A strategic priority for our Township is to strengthen and maintain relationships with all neighbouring municipalities. A further Township priority is to provide strong leadership through good governance, responsible decision making and open communication to encourage collaboration and develop solutions that are mindful of the interests of the region as a whole.

The Township of The Archipelago recognizes the need for additional housing to accommodate a range and mix of options within the West Parry Sound area. However, we have concerns with the use of Section 47 of the Planning Act, seeking a Minister's Zoning Order for the subject lands, as it does not allow for public engagement and open communication and collaboration on this important regional issue. It is our opinion that each individual Municipality is in the best position to approve development in their community rather than leaving it to the province.

Respectfully, prior to commenting on the proposal, the Township of The Archipelago recommends that there be more engagement and collaboration with all regional partners and the public. In addition, the Township requests any and all additional information on the proposal, including all background information and studies once available (i.e., planning justification, environmental, servicing options, endangered species, traffic impact, impacts to the Town of Parry Sound including various cross boundary issues).

We look forward to receiving additional information for review.

Sincerely,

Reeve Bert Liverance  
Township of the Archipelago

cc. Mr. Scott Atchison, MP  
Mr. Norm Miller, MPP  
West Parry Sound Municipalities  
Jason Inwood, Seguin CAO

**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 ORNAMENATION**

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

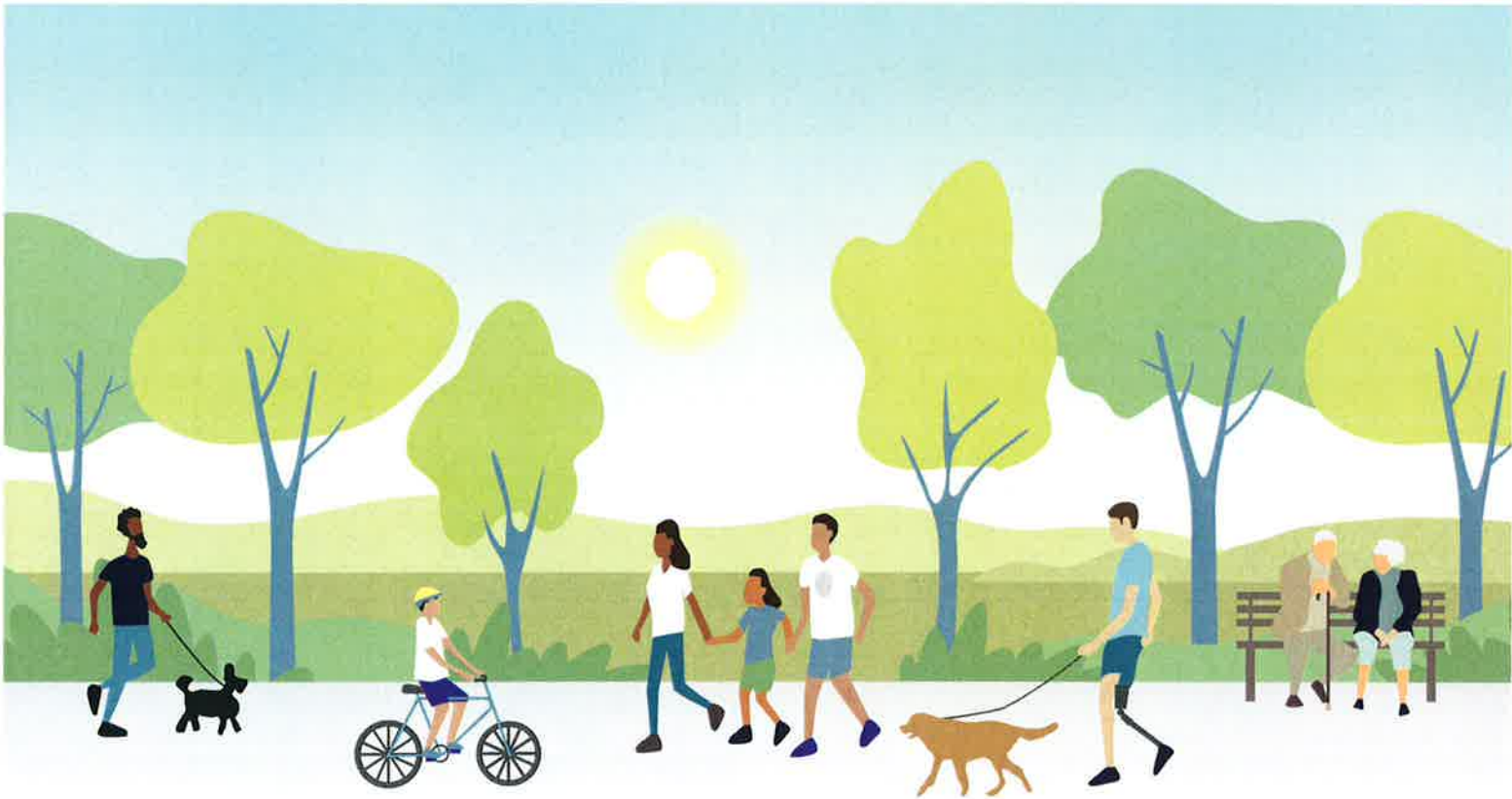
IN WITNESS WHEREOF the proper signing officer has affixed his/her signature(s) on behalf of The Corporation and The Purchaser has affixed his/her signature.

**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

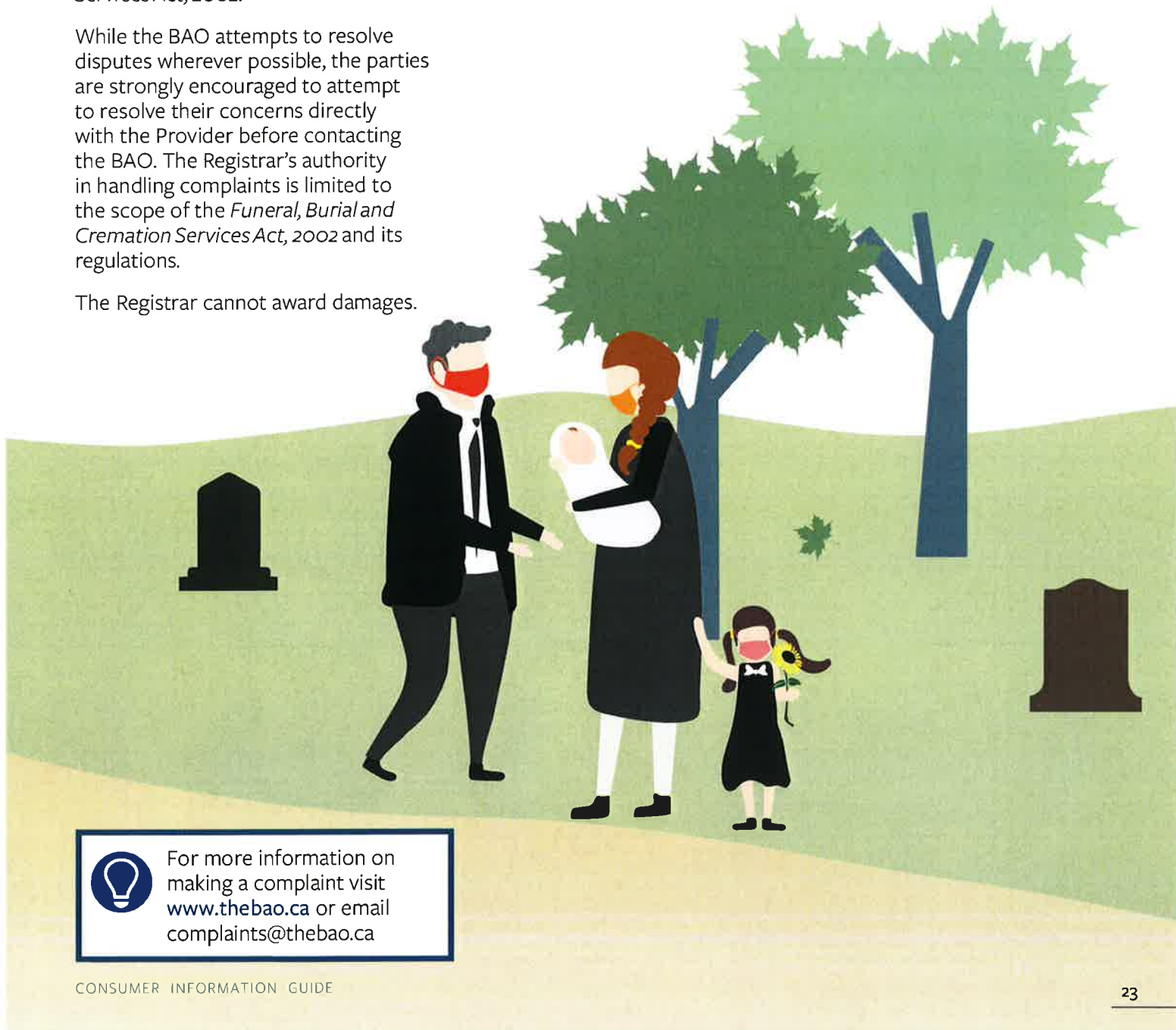
Consumer protection, in a marketplace that is safe, secure and professional, is a priority for the Bereavement Authority of Ontario.



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)

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[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)

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