



THE TOWNSHIP OF TARBUTT
Council Meeting Agenda
Wednesday, April 19, 2023 at 6:00 pm
Township Council Chambers, 27 Barr Road S.

1. **CALL TO ORDER**
2. **DISCLOSURES OF PECUNIARY INTEREST**
3. **PREVIOUS MINUTES**
 - a. Minutes of the regular Council meeting held March 15, 2023 1-4
 - b. Minutes of the Special Council meeting held March 28, 2023. 5-8
4. **FINANCIAL STATEMENTS**
 - a. Financial statements for the month of March 2023 (to be distributed)
 - b. Presentation of the Audited Financial Statements for 2022 – JP Stefanizzi
5. **STAFF AND COMMITTEE REPORTS**
 - a. Result of the EARS Amalgamated Tender – M. Pigeon
 - b. 2023 Budget Presentation (to be distributed) – C. Mahoney
 - c. Cemetery Board Terms of Reference
 - d. Consent Application T2023-03 (MacMillan) 11-14
 - e. Clerk's Report 9-10
6. **BY-LAWS**
 - a. Cemetery By-law 2022-26, as amended 15-33
 - b. Civil Marriage Solemnization By-law
7. **INFORMATION**
 - a. Consent Agenda / Correspondence 36
8. **UNFINISHED / OTHER BUSINESS**
9. **NOTICES OF MOTION**
10. **CLOSED SESSION**
11. **CONFIRMATION BY-LAW**
12. **ADJOURNMENT**

THE TOWNSHIP OF TARBUTT
Council Meeting Minutes
Wednesday, March 15, 2022 at 6:00 pm
Township Council Chambers, 27 Barr Road S.

PRESENT: L. Smith, Mayor
U. Abbott
D. Farrar
D. McClelland
J. Nagel

STAFF: C. Trainor, CAO/Clerk

1. CALL TO ORDER

Mayor L. Smith called the Regular Council meeting to order at 6:05 pm.

2. DISCLOSURES OF PECUNIARY INTEREST

3. PREVIOUS MINUTES

a. Minutes of the Council meeting held February 15, 2023

Resolution No: 2023 – 33

Moved by: U. Abbott

Seconded by: D. Farrar

Be it resolved that the minutes of the council meeting held February 15, 2023 be adopted as circulated.

Carried

4. FINANCIAL STATEMENTS

a. Financial statements for the month of February 2023

Resolution No: 2023 – 34

Moved by: U. Abbott

Seconded by: D. Farrar

Be it resolved that the financial statements for the month of February 2023 be approved as circulated.

Carried

b. Statement of Council Remuneration for 2022

Resolution No: 2023 – 35

Moved by: D. Farrar

Seconded by: U. Abbott

Be it resolved that the annual report of Council Remuneration and Expenses for 2022 be received.

Carried

5. STAFF AND COMMITTEE REPORTS

- a. Transfer of a portion of Smith Road, north of Government Road

Mayor Smith advised Council that a portion of traveled Smith Road north of Government Road is currently in the ownership of the abutting property owner, and should be transferred to the Township. The owner has indicated agreement to have the road conveyed to the Township in exchange for work to improve the flow of water, which the Township can investigate.

- b. Transfer of Cemetery Funds for Care and Maintenance

Resolution No: 2023 – 36

Moved by: D. Farrar

Seconded by: U. Abbott

Be it resolved that Council authorizes the Treasurer to transfer funds from the Cemetery Trust Account to the non-registered investment account for Cemetery Care and Maintenance.

Carried

- c. Clerk's Report

Resolution No: 2023 – 37

Moved by: U. Abbot

Seconded by: D. Farrar

Be it resolved that the Clerk's Report for February 2023 be received for information; and That Council approves renewing the contract with Datafix for the Voterview System to be amortized over a four year period; and

That Council supports obtaining quotes from J.L. Richards for planning services to be provided incrementally over the next two years, including updates to the Zoning By-law, and the gradual implementation of zoning changes that will comply with the Official Plan in place at the time; and

That Council authorizes the Clerk to pursue obtaining the Civil Marriage Officiant Designation under Sec. 24 (1) 4 of the *Marriage Act*.

Carried

6. BY-LAWS

7. INFORMATION

- a. Letter from the Kensington Conservancy
Re: Corporate Sponsorship Program
- b. Letter from FONOM
Re: Northern Policing Impacts of Catch and Release
- c. Letter from the Central Algoma Freshwater Coalition
Re: Support CAFC with ongoing membership donation
- d. Resolution from the Municipality of Trent Lakes
Re: Requested changes to the Municipal Oath of Office

- e. Letter from the Township of Moonbeam
Re: Request to extend the moratorium on pupil accommodation reviews
- f. Algoma District Services Administration Board 2023 Statement
Re: 2023 Apportionment and Budget Summary
Resolution No: 2023 – 38
Moved by: D. McClelland Seconded by: J. Nagel
Be it resolved that correspondence items a. through f. on the consent agenda dated March 15, 2023 be received; and
That Council approves the annual donation to the Central Algoma Freshwater Coalition in the amount of \$250; and
That Council supports the resolutions from the Municipality of Trent Lakes regarding revisions to the Municipal Oath of Office, and from the Township of Moonbeam requesting an extension on the moratorium for pupil accommodation reviews.
Carried

8. UNFINISHED / OTHER BUSINESS

- a. Planning Board decisions regarding the Official Plan and Composition

Mayor Smith advised that the Planning Board has agreed to seek quotes from Planning firms for completion of the Official Plan, and to amend the composition of the Board to allow for two voting members from Tarbutt; one which will be at large, and to grant voting privileges to the Chair in order to break a tie vote.

- b. Hardwood Drive Heritage Designation

Council previously discussed the possibility of designating Hardwood Drive as a Heritage Road, however staff research concluded that a heritage designation is more typically applied to buildings. The Canopy By-law passed in 2019 was intended to protect the canopy on Hardwood Drive and in other locations, and will be reviewed.

- c. Waste Management Options

Quotes for landfill waste management options were provided to the two clerks the day of Council. The Clerk suggested that the landfill committee meet at their earliest opportunity to review the options and prepare to move forward.

9. NOTICES OF MOTION

10. CLOSED SESSION

Resolution No: 2023 – 39

Moved by: D. McClelland

Seconded by: J. Nagel

Be it resolved that Council move into Closed Session at 6:50 pm in accordance with Sec. 239 2 b) of the Municipal Act, in order to discuss personal matters about an identifiable individual, including municipal or local board employees; and 239 2 f), advice that is subject to solicitor-client privilege, including communications necessary for that purpose.
Carried

- i. Performance Review Recommendations
- ii. Solicitor comments regarding Solicitor's letter from BIRA

Resolution No: 2023 – 40

Moved by: D. McClelland

Seconded by: J. Nagel

Be it resolved that Council rise from closed session at 7:57pm.

Carried

Resolution No: 2023 – 41

Moved by: D. McClelland

Seconded by: J. Nagel

Be it resolved that the verbal report from the CAO/Clerk and summaries outlining performance reviews conducted by the Personnel Committee be received; and

That the Employee Compensation Policy be amended to include a boot allowance, and be provided to staff in writing; and

That the CAO/Clerk be authorized to advise the Township Solicitor of Council's discussion regarding private roads.

Carried

Staff will add a line item to the landfill and roads budgets for boots, and each department budget should include a line for health and safety, which will cover other PPE and clothing such as jackets, gloves, goggles.

11. CONFIRMATION BY-LAW

Resolution No: 2023 – 42

Moved by: D. McClelland

Seconded by: J. Nagel

Be it resolved that leave be granted to introduce By-law 2023 - 08, being a By-law to confirm the proceedings of the Council meeting held March 15, 2023.

Carried

12. ADJOURNMENT

Resolution No: 2023 – 43

Moved by: D. McClelland

Seconded by: J. Nagel

Be it resolved that the Regular Council meeting held this Fifteenth day of March, 2023 be adjourned at 8:08 pm, to meet again for budget discussions on Tuesday, March 28, 2023 at 6 pm, and for the regular council meeting on Wednesday, April 18, 2023 at 6:00 pm.

Carried

L. Smith, Mayor

C.O. Trainor, Clerk



3b

THE TOWNSHIP OF TARBUTT
Special Council Minutes
Tuesday, March 28, 2023 at 6:00 pm
Municipal Township Office
27 Barr Road S., Desbarats, Ontario

Present: Mayor L. Smith
Councillor U. Abbott
Councillor D. Farrar
Councillor D. McClelland
Councillor J. Nagel

Staff: C. Mahoney, Treasurer
M. Pigeon, Road Superintendent (left at 6:50)
C. Trainor, CAO/Clerk

1. CALL TO ORDER

Mayor L. Smith called the special council meeting to order at 6:00 pm.

2. DISCLOSURES OF PECUNIARY INTEREST

None was declared.

3. PRESENTATION OF DRAFT 2022 BUDGET

Treasurer C. Mahoney presented a draft of the 2022 budget, providing projections for the amount to be raised by taxation under a 1%, 2% and 3% increase in taxation. Assessment increased by \$1.207 m in 2021. The Auditors have almost finished the 2021 audit, and those statements will be presented to council at the next meeting.

Ms. Mahoney noted that taxation revenue is based on assessment values from 2016, and MPAC will not be reassessing property values until at least 2024. There has been a small increase to the employee benefit expense and CPP, and based on the results of a survey of Algoma municipalities, this budget proposes a 6% increase for staff and council. There was no rate change to WSIB.

Transportation:

Council reviewed the Roads budget line by line.

Puddingstone: allocate \$1500 in case of wash outs or other needs. Calcium will be applied, and this road expense is shared with Johnson Township.

Birch Hill park requires tilling each year. A rototiller can be rented rather than purchased for once a year use. The snowblower for the MacLennan Hall was approved to ensure the entrances and accessibility accesses are free of snow at all times.



The Snowblower should be moved out of Transportation and into Recreation as it will be exclusively for the hall, where it will be stored.

Signage: all signs noted on the Roads study of 2021 are now in place.

F150 Maintenance and Repair will include wheel bearings and brakes.

Shop Repair: allocation for construction of new stairs. Two quotes have been received. Materials price appears high but the lowest bid is preferable.

The cost of fuel exceeded last year's projections. For 2023 we can expect a slight reduction now that gas cards will be used, as they provide a discounted price.

Brushing – does not need to be cut back to the fence line, and does not need to be done everywhere. Only do this selectively, if at all, and consider not doing it every year.

Smith Road – quote for blasting is \$15,000. The road conveyance is not necessary, but staff were asked to investigate other opportunities to achieve the same result for less money.

Request to purchase the 2024 supply of salt. The sand currently in the sand shed should last through the remainder of 2023.

The Road Superintendent has requested the purchase of a trailer to transport culverts and other large items. U. Abbot requested that a cost analysis be provided when large dollar items are presented so that council can consider all options. Staff were asked to seek additional quotes, and will confirm if gas tax funds can be used for this purpose.

Results of the Amalgamated Tender will not be known until the next meeting, to be held on April 13.

M. Pigeon left the meeting at 7:00 pm.

General Government:

Nothing significant to note for Council or Administration, but the political associations should be allocated to Council rather than Administration, as they are not staff expenses.

The allocation for legal fees was reduced. One bill has been received from the Township's solicitor for the private road matter.

Protection to Persons and Property

Occupational Health and Safety training program will be purchased and shared among the Fire Department, Roads and Administration.



The Dog Control Contract is the fee for the Animal Control Officer; whereas the Humane Society Contract is a separate fee. Notice has been received that the fee will increase to \$800.00 per year from \$750.

The Policing Budget only increased a very small amount.

Building Inspector fees were increased by the consulting firm.

Landfill:

Wages will be reduced somewhat as a result of not paying for the share shed attendant.

The fee for the Expansion Feasibility Study is allocated at \$14,000 in accordance with the results of the competitive process. No funding has been allocated for a Capacity Study at this time.

Recreation and Cultural Services

Hall and Park Wages should include only one student, rather than two, and the part time employee who will be cutting grass. This will reduce student costs and increase efficiency.

The snowblower will be reallocated into hall maintenance.

There is no allocation for any renovations, retrofits or upgrades to the building.

Planning and Development:

The Planning Board received a record number of Consent applications in 2022, which resulted in the Secretary Treasurer dedicating more time than usual to the Planning Board, and less to Township Administration. This is reflected in Admin wages and related benefits.

Monies have been allocated to Township Planning in 2023 to cover a portion of the Township's share of completing the Official Plan, with a different planner, with the intent of updating the Township's Zoning By-law. Quotations for these items have not yet been received.

NWOOP fees are \$1000 in total; the Ministry has only billed for the first portion.

Conclusion

Council reviewed a number of items and departmental requests in an effort to reduce the amount required for a tax increase. Given the increased cost of fuel, hydro, daily operating expenses, there is very little money left for any special project or purchase. The Clerk noted that no funds have been allocated to any of the Reserves, which is a concern. These accounts should be renamed and directed at appropriate services.



The Treasurer was directed to make the budgetary changes discussed and prepare an updated draft for approval at the Council meeting on April 19, 2023.

Resolution No: 2023 - 44

Moved by: D. Farrar Seconded by: D. McClelland

Be it resolved that the Building Maintenance – Sand Shed reserve be renamed for general building maintenance and transferred into the Operating Budget for building maintenance.

Carried

Confirmation By-law

Resolution No: 2023 – 45

Be it resolved that leave be granted to introduce By-law 2023 – 09, being a By-law to confirm the proceedings of the special council meeting held this Twenty Eighth day of March, 2023; and

That said By-law be read a first, and taken as read a second and third time and finally passed this Twenty Eighth day of March, 2023.

Carried

4. ADJOURNMENT

Resolution No: 2022 – 46

Moved by: D. McClelland Seconded by: D. Farrar

Be it resolved that the Special Meeting of Council held this Twenty Eighth day of March, 2023 be adjourned at 8:17 pm to meet again for the regular Council meeting on Wednesday, April 19, 2023.

Carried

Lennox Smith, Mayor

Carol Trainor, Clerk

THE TOWNSHIP OF TARBUTT

CEMETERY BOARD TERMS OF REFERENCE

MANDATE

The Tarbutt Cemetery Board is responsible for the management, regulation and control of the Port Findlay and Stickney Cemeteries. Control of the Cemeteries is vested in the Board through By-law 2022-26, as amended, and in accordance with the *Funeral, Burial and Cremation Services Act*.

The Board shall provide advice and make recommendations to Council with respect to public perspective for the care and maintenance of the facilities, community concerns, operations and health and safety. The Board will ensure that Council is aware of the needs of the community and will maintain a high standard of dignity for the cemeteries.

ROLES AND RESPONSIBILITIES:

It is the responsibility of all appointed members to comply with:

- the Township's Code of Conduct
- the Township's Procedural By-law
- *Municipal Act*
- *Municipal Freedom of Information and Protection of Privacy Act*
- *Municipal Conflict of Interest Act*
- *Ontario's Funeral, Burial and Cremation Services Act, 2002* and its Regulations
- Other applicable by-laws and policies

No individual member of the Board has the authority to make direct representations on behalf of the Cemetery Board or the Township.

In accordance with the *Municipal Conflict of Interest Act*, members shall disclose any pecuniary interest at the beginning of each Board meeting, remove themselves from closed session discussion, and refrain from participating in or voting on such matters where a Conflict has been declared.

The Board will abide by any terms and conditions which may be set out by Township Council, legislative requirements or the Bereavement Authority of Ontario for any activities relating to Board business in keeping with this Terms of Reference and established Policies.

COMPOSITION

The Cemetery Board shall be comprised of no less than three and no more than seven members, including of the following:

- One member of Township Council, appointed by Council
- Up to six members at large appointed by Council

A Chair shall be elected from the members of the Board to serve for the Term of the Board.

There is no residency requirement for Cemetery Board members.

QUORUM

A majority of appointed members constitute a quorum. All appointed members of the Board shall have one vote each.

TERM OF OFFICE

The term of the Cemetery Board shall be four years, to run concurrently with the Term of Council. Members shall be appointed or re-appointed following each municipal election.

The Board shall meet at such times as may be necessary, at the call of the Chair. Board members are expected to attend all scheduled meetings.

Approved by the Cemetery Board:

Approved by Council:

April 19, 2023

Resolution No: 2023 - _____



Report to Council

TO: Mayor and Members of Council
FROM: Jared Brice – Planning Assistant
DATE: April 13th, 2023
SUBJECT: Consent Application – Planning Board File T2023-03 MacMillan

BACKGROUND:

The Desbarats to Echo Bay Planning Board has received an application for consent for the creation of one lot of approximately 2.2 hectares (5.4 Acres) at 261 Barr Road North. (see attached map). The proposed severed portion is intended to be used for rural residential purposes.

The current Zoning By-law (10-85) and Official Plan designations for the proposed severed and retained portions are both Rural.

This report aims to outline factors to be considered by Council PRIOR to being addressed by the Planning Board.

ZONING BY-LAW (10-85) & OFFICIAL PLAN (2015) – MINIMUM LOT REQUIREMENTS

The proposed severed and retained portions meet and exceed the minimum requirements as set out in Zoning By-law (10-85) and the Official Plan (2015).

REQUEST FOR CONDITIONS - TRAVELLED ROAD TO THE TOWNSHIP

Consent application(s) provide an opportunity for Council to respectfully request the conveyance of the travelled portion of Barr Road North to the Township. Where possible, it is highly recommended that the Township take ownership of any travelled portions of road in the Township.

STAFF RECCOMENDATION

That the report from the Administrative/Planning Assistant regarding Consent application T2023-04 (MacMillan) be received; and

That the Planning Board be advised that Council supports Application T2023-04, provided that the Township receive 5% cash in lieu of the value of the severed portion(s) for parkland dedication; and

That any portion of the travelled road known as Barr Road North that is located on the subject property be transferred to the Township at the expense of the applicant; and

That written confirmation from the Township be required to confirm that all outstanding taxes on the subject property have been paid in full prior to final consent being granted.

Jared Brice – Planning Assistant

Desbarats to Echo Bay Planning Board

Application for Consent Under Section 53 of the Planning Act

Before Starting This Application

Please read the following:

Appendix A: Completeness of the Application

Appendix B: Submission of the Application

Appendix C: Help

Appendix D: Notes to Applicants

In this form the term "subject" means the land to be severed and/or the land to be retained.

Office Use Only

File Number	T2023-03
Roll Number	57140000-2035-00000
Date Submitted	17 MARCH, 2023
Date Received	
Sign Issued	

Please Print and Please Complete or Check-Mark Appropriate Box (s). Please use ink, not pencil.

1. Applicant Information

1.1	Name of Applicant	Home Telephone No.	Business Telephone No.
	SARY + HEATHER MacMillan		705-971 0800
	Address	Postal Code	
	261 BARR RD. North		P0R 1E0
1.2	This section is for the name of Owner (s) if different than the applicant. An owner's authorization is required in Section 11.1		
	Name of Owner (s)	Home Telephone No.	Business Telephone No.
	Address		Postal Code
1.3	Name of person who is to be contacted, and to receive any correspondence, about the application, if different than the applicant. This may be a person or firm acting on behalf of the applicant.		
	Name of Contact Person	Home Telephone No.	Business Telephone No.
	Tyler MacMillan		705-206-5110
	Address	Postal Code	Fax No.
21 Euclid rd. Sault Ste. Marie		P6B1A1	/

2. Location of the Subject Land

2.1	District	Local Municipality	Section or Mining Location	Civic #
	Algoma	Tarbutt		261
	Concession Number (s)	Lot Number (s)	Registered Plan No.	Lot (s)/Block (s)
	60N 6	Lot 9		
	Reference Plan No.	Part Number (s)	Name of Street/Road	Other Identifier
		PCI 1120	BARR RD North	
2.2	Are there any easements or restrictive covenants affecting the subject land?			
	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (describe below the easement or covenant and its effect)			

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DEBARATS TO ECHO BAY PLANNING BOARD KEY MAP
 Proposed Consent Application: T2023-03 MacMillan (Creation of one Lot)
 Subject Land - 261 Barr Road North; CON 6, LOT 9, PCL 1120 ALG
 Township of Tarbutt

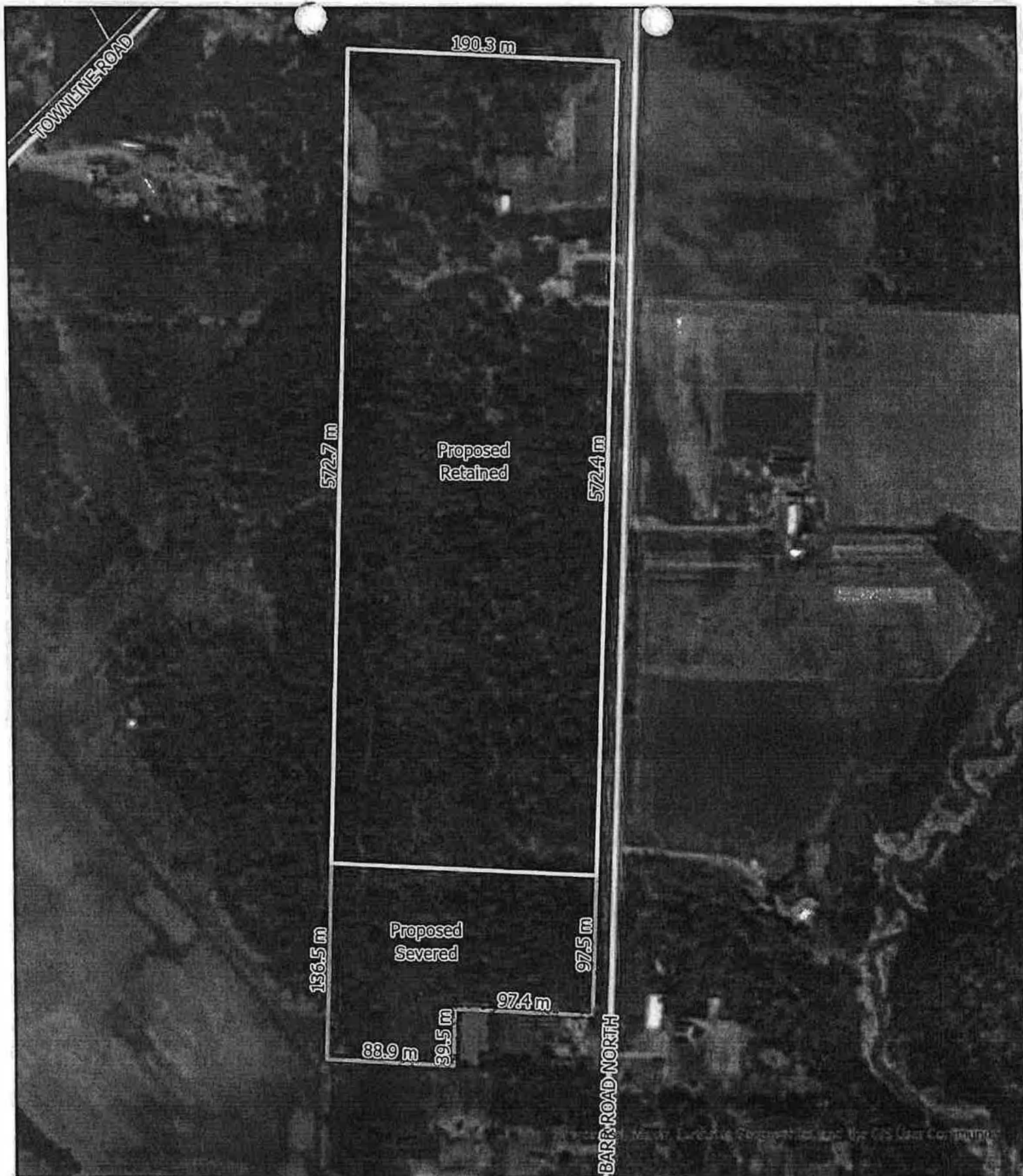
Scale: 1:25,000

0 50 100 200

Meters



Maps are provided as a courtesy only and the Desbarats to Echo Bay Planning Board makes no guarantees as to the accuracy of this information. This map is not intended to be used for conveyance, authoritative definition of the legal boundary, or property title. This is not a survey product.



DEBARATS TO ECHO BAY PLANNING BOARD KEY MAP
 Proposed Consent Application: T2023-03 MacMillan
 (Creation of one Lot)
 Subject Land - 261 Barr Road North; CON 6, LOT 9,
 PCL 1120 ALG
 Township of Tarbutt

0 15 30 60
 Meters
 Scale: 1:3,500

Maps are provided as a courtesy only and the
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6a

**THE CORPORATION OF
THE TOWNSHIP OF TARBUTT**

BY-LAW NO. 2022 - 26

**A BY-LAW TO PROVIDE REGULATIONS FOR THE
OPERATION, MAINTENANCE AND MANAGEMENT OF THE
PORT FINDLAY AND STICKNEY CEMETERIES.**

WHEREAS the Funeral, Burial and Cremation Services Act, 2002, as amended, and the Regulations made pursuant to the said Act, municipalities are empowered to make by-laws governing the operation of cemeteries; and

WHEREAS the Cemeteries shall be governed by this By-law and all procedures will comply with the FBCSA and O. Reg. 30/11 and 184/12, which may be amended periodically; and

WHEREAS this By-law sets out the rules and regulations that govern the Port Findlay Cemetery and the Stickney Cemetery, and has been approved by the Registrar, *Funeral, burial and Cremation Services Act, 2002* (FBCSA), Bereavement Authority of Ontario (BAO); and

WHEREAS the Corporation of The Township of Tarbutt deems it necessary and expedient to pass a by-law governing the operation of the two cemeteries operated under The Township of Tarbutt, namely:

Port Findlay Cemetery and Stickney Cemetery (closed)

NOW THEREFORE the Corporation of The Township of Tarbutt ENACTS as follows:

SECTION A: DEFINITIONS

ACT shall mean the *Funeral, Burial and Cremation Services Act, 2002*, as amended.

BOARD shall mean the Cemetery Board appointed by the Council of The Township of Tarbutt.

BURIAL/INTERMENT: Shall mean the opening of a lot and the placing of human remains or cremated human remains into that lot, followed by closing the lot. The lot may be a grave in the ground or a niche in a columbarium.

BY-LAW shall mean the rules and regulations under which the Cemetery is operated and which shall be approved by Council and the Registrar of the Bereavement Authority of Ontario.

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

CARE AND MAINTENANCE FUND as required under the FBCSA and O. Reg. 30/11 and 184/12, that a prescribed amount or percentage of the purchase price (excluding tax) of all interment and rights sold, transferred, assigned or permitted; and prescribed amounts for monuments and markers, is contributed into the care and maintenance fund, and which has been invested by the Clerk of the Corporation of The Township of Tarbutt.

CARETAKER shall mean the person/contractor hired by the Board to maintain the cemeteries.

CEMETERY SERVICES shall mean the following services in respect of a lot or plot:

- i) opening and closing of a grave;
- ii) interring or disinterring human remains;
- iii) general care of graves;
- iv) any other services normally provided by a Cemetery Operator;

CERTIFICATE shall mean an Interment Rights Certificate for the Purchase of Interment Rights, attached hereto as Schedule “B”.

CLERK shall mean the Clerk of the Corporation of The Township of Tarbutt.

COLUMBARIUM shall mean a structure designed for the purpose of interring cremated remains in sealed compartments.

CONTRACT, for the purpose of this by-law, all purchasers of interment rights or other services must receive a copy of the contract they and the Cemetery Operator have signed detailing the obligations of both parties, and acknowledging receipt and acceptance of the Cemetery By-law, a copy of the Consumer Information Guide, and the Price List, attached hereto as Schedule “C”.

CORNER POSTS shall mean any stone or other land markers set flush with the surface of the ground and used to indicate the location of a lot or plot.

CORPORATION shall mean the Corporation of The Township of Tarbutt.

COUNCIL shall mean the Council of The Township of Tarbutt

CREMATED REMAINS shall mean the residue after the cremation of a body and the casket or container in which the body was received.

CREMATION LOT shall mean an area of land 4 feet x 4 feet (16 sf) intended only for the burial of cremated remains, as referenced in Section F5 herein.

DISINTERMENT shall mean the removal of a casket or cremated remains from a grave or niche;

FEE shall mean the costs charged by the Cemetery Board to a purchaser of a Lot, Plot or Niche as shown on Schedule “A”, attached hereto.

GRAVE (also known as a Lot) shall mean any inground burial space intended for the interment of a human;

INTERMENT shall mean the burial in the cemetery of the body or remains of a human being

INTERMENT RIGHTS shall mean the right to require or direct the interment of human remains or of cremated human remains in a grave or niche, and to authorize the installation of a monument or marker.

INTERMENT RIGHTS HOLDER shall mean the person authorized or entitled to inter human remains in a specified lot, and may be the person named in the Interment Rights Certificate or such other person to whom the rights have been assigned.

INTERMENT RIGHTS CERTIFICATE shall mean a Certificate issued to the purchaser by the cemetery operator once the interment rights to a specific lot have been paid in full, identifying ownership and authority over those specific interment rights, attached hereto as Schedule "B".

INTERMENT RIGHTS CERTIFICATE HOLDER shall mean the person(s) authorized or entitled to inter human remains in a specified lot. It may be the person to whom the interment rights certificate is issued, and/or assigned, or their legal representative, ascertained by production of a notarial copy of a will or other evidence satisfactory to the Clerk.

LOT shall mean a single grave space set aside to contain human remains

MARKER shall mean any permanent monument, tombstone, plaque, headstone or other structure or ornament affixed to a lot or plot intended for human remains

MINISTER shall mean the Minister of Public and Business Service Delivery for the Province of Ontario

NICHE shall mean a compartment within the columbarium that hold the cremated remains of one person.

PLOT shall mean two or more lots in which the rights to inter have been sold together as a unit.

PRICE LIST shall mean the price list of services provided by the Corporation.

PURCHASER shall mean the individual who pays for and has their name attached to the right to a lot, plot or niche and who is also known as the Interment Rights Holder.

RESIDENT shall mean a person who has owned property in Tarbutt Township within the last 25 years from the date of the purchase of the Lot, Plot or Niche. This will include spouses and immediate family members of a resident (children, parents, siblings).

THIRD PARTY shall mean someone other than the original interment rights holder / inherited rights holder such as a non-family member to whom the interment rights may be sold.

TRANSFER shall mean a gift, bequest or any other transfer made without consideration as may be permitted under the Act.

SECTION B: GENERAL INFORMATION / GOVERNANCE

1. The business and affairs of the two cemeteries, namely Port Findlay and Stickney shall be managed and supervised by a Board composed of one council member and up to five people appointed by Council to hold office for the term of Council, or until their successor is appointed.
2. The Board shall be responsible for the administration, management, maintenance, care and improvement of the two cemeteries.
3. The Board shall have the authority to engage and authorize a caretaker or other employee and contractors to carry out the duties of the Board.
4. The Board shall be responsible to the Council of The Township of Tarbutt for the execution of their duties.
5. Council shall have the right to remove any or all members of the Board for failure to carry out their duties or for other just cause.
6. The Board shall elect a person to be the Chair from their own number.
7. The Board shall appoint the Clerk who is responsible to the Council of The Township of Tarbutt for properly recording all matters and acts pertaining to cemeteries as fall within their respective jurisdictions. The Clerk may delegate this authority to another member of the Township's staff who is not a voting member.
8. The Board shall render such reports as may be prescribed or as Council may require.
9. Council has authority to make final and binding decisions on behalf of the Board.
10. The Board shall meet at the call of the Chair.
11. Fifty percent plus one of the Board shall constitute a quorum and no business shall be transacted unless a quorum is present. Each Board member shall have only one vote.
12. All Board members shall be provided with a copy of this By-Law.
13. **By-law Amendments:** The cemetery shall be governed by these by-laws, and all procedures will comply with the FBCSA and O. Reg. 30/11 and 184/12, which may be amended periodically.

14. All By-law Amendments must be:

- a. Published once in a newspaper with general circulation in the locality in which the cemetery is located;
- b. Conspicuously posted on a sign at the entrance of the cemetery; and
- c. Delivered to each supplier of markers who has delivered a marker to the cemetery during the previous year, if the by-law or by-law amendment pertains to markers or their installation.
- d. All by-laws and by-law amendments are subject to the approval of the Registrar, FBCSA, BAO.

15. Public Register: Provincial legislation, Sec 110 of O. Reg. 30/11, requires all cemeteries and crematoriums to maintain a public register that is available to the public during regular office hours.

16. Right to Re-Survey: The Cemetery has the right at any time to re-survey, enlarge, diminish, re-plot, change or remove plantings, grade, close pathways or roads, alter in shape or size, or otherwise change all or any part of the cemetery, subject to approval of the appropriate authorities.

SECTION C: FINANCIAL

1. All fees and charges shall be paid as set out in the Schedule of Fees attached hereto as Schedule "A", as approved by Council.
2. Payments for all fees and charges and deposits shall be made at The Township of Tarbutt office.
3. The Clerk or designate shall keep such books, accounts and records as are necessary for properly recording all financial matters pertaining to cemeteries.
4. The Clerk or designate shall receive all revenue belonging to or pertaining to the cemeteries.
5. The Clerk or designate shall maintain, invest, and administer the Care and Maintenance Fund in accordance with the provisions and regulations of the Act.
6. The Board shall submit an annual budget to the Council setting out operating and capital expenses. Application and use of monies shall be under the control of the Board.
7. The revenue earned from the interest of the Care and Maintenance Fund shall be applied at the discretion of the Board for general maintenance of the Cemeteries. The Board shall not be bound to expend the whole or any part of the money earned, but may accumulate or hold any part thereof or invest the same.

8. Care and Maintenance Contribution: The cemeteries are maintained through the use of the Care and Maintenance Fund and all Interment Rights Holders of lots acquired prior to the introduction of the Care and Maintenance fund in 1955 shall be required to contribute to this fund in accordance with the Care and Maintenance Fee if there was no previous Care and Maintenance Contribution made.
9. The application of donations shall be at the discretion of the Board with due regard for the wishes of the donor.

SECTION D: RULES & REGULATIONS

1. All persons entering the cemetery shall conduct themselves in a manner keeping with the dignity of the cemetery.
2. Plot owners shall not permit interments to be made in their plots for remuneration and shall not sell their plots for remuneration.
3. Drivers of vehicles within the cemeteries shall respect all plots and shall be held responsible for any damage done by said vehicles.
4. Recreational vehicles are not permitted within the Cemeteries.
5. No person shall do any work within the cemetery without the permission of the Board, the Township or the Caretaker including but not limited to the following:
 - a. Place any fence, railing, curbs or other enclosures around, or anything other than sod (i.e. crushed stone) on the surface of any lot or plot.
 - b. Plant any shrubs or trees without permission of the Board. The Board reserves the right to remove any unsightly or neglected shrubs, trees or other objects.
 - c. Plants or small shrubs are permitted on graves only within one foot of headstones. Articles uncared for are not the responsibility of the cemetery and will be removed at the discretion of the caretaker.
 - d. Write upon, deface, injure or damage any marker, railings, fence or other structure.
 - e. Any person who damages any lot, plot, marker or any other structure in the cemeteries shall be held personally responsible.
 - f. Remains of animals shall not be placed within the Cemeteries.
 - g. Liability: The Cemetery Operator will not be held liable for any loss or damage, without limitation (including damage by the elements, Acts of God, or vandals) to, any lot, plot, columbarium niche, mausoleum crypt, monument, marker, or other

article that has been placed in relation to an interment right, save and except for direct loss or damage caused by gross negligence of the cemetery.

- h. The scattering of any remains in any area of the Cemetery is strictly prohibited.
- 6. The following articles are **prohibited** from being placed on lots within the cemetery: articles made of hazardous materials such as non-heat resistant glass (excludes glass attached to monuments), ceramics, or corrosive metals; loose stones or sharp objects; trellises or arches; chairs or benches; or articles made of wood. Special requests may be considered at the discretion of the Cemetery Board.

SECTION E: OPERATIONS

1. Lots or plots may be purchased by individuals upon payment of the appropriate fees as per Schedule "A". At the time of sale, the Clerk shall provide a copy of the Contract, Interment Rights Certificate, the Cemetery By-law, and the BAO's *Consumer Information Guide*.
2. The *Certificate of Interment Rights* for a lot or lots shall be in the form as Schedule B and shall show:
 - a) The name and address of the Rights Holder
 - b) Name and address of the purchaser (if different than the rights holder)
 - c) The location and dimension of each lot to be purchased
 - d) The number and type of interments permitted in each lot
 - e) Any limitations or restrictions on exercising the rights.
 - f) The Cemetery where the lot is located.
 - g) An itemized list of each service and supply and individual price of each, as per current price list, including taxes and less any discount.
 - h) Amount of care and maintenance contribution for each lot or ground
 - i) Information on any restrictions re markers, decorations or structures
 - j) Information on resale or transfer of rights including restrictions on resale or transfer, and any applicable fees
 - k) Be signed by the purchaser in the presence of a witness
 - l) Upon payment in full the Corporation shall prepare, have executed and deliver a Certificate of Interment Rights to the purchaser as set out in this by-law
3. Upon payment in full the Corporation shall prepare, have executed and deliver a Certificate of Interment Rights to the purchaser as set out in this By-law.
4. A Purchaser has up to 30 days after signing an Interment Rights Certificate to cancel the Certificate, and will be given a full refund when such cancellation has been received in writing. After 30 days, when the cemetery repurchases the right at the current price, it will deduct from the price being paid to the rights holder the amount that has already been paid into the Care and Maintenance Fund.

5. Refunds will only be given for the price of lot purchases. Care & Maintenance fees are non-refundable and become part of the Trust Account **after a 30 day cooling off period.**
6. The resale of Interment Rights to a **third party** is **prohibited.** Interment rights holder(s) may not resell the interment rights of Plots, Lots, or Niches except to The Township of Tarbutt in accordance with the *Funeral, Burial and Cremation Services Act, 2002* and the regulations made under that Act.
7. The Transfer of a plot, lot or niche shall convey only those rights set out in Section E (2) of this by-law.
8. Upon receipt of a fully executed Transfer of Ownership, completed by the registered Interment Rights Holder or that person's legal representative, ascertained by production of a notarial copy of the Will or other evidence satisfactory to the Clerk or designate, the Clerk or designate shall immediately cause the transfer to be entered in the register kept for that purpose as aforesaid, and shall issue a new Certificate of Interment Rights.
9. Purchasers of Plots, Lots or Niches acquire only the right of burial of human remains therein, and of installing a marker or monument and such rights shall be subject to the provisions of the *Funeral, Burial and Cremation Services Act, 2002* and of this By-law as amended from time to time, and no purchaser shall acquire any right, title or interest except as for said or pursuant to the *Funeral, Burial and Cremation Services Act, 2002.*
10. The Internment Rights Holder requesting the resale/cancellation of the rights must return the interment rights certificate to the Operator and the rights Holder(s) must endorse the interment rights certificate, transferring all rights, title and interest back to the cemetery operator. The appropriate paperwork must be completed before the Operator reimburses the rights holder.
11. The Interment Rights Holder must designate, in writing, if another person is to be interred in his or her lot or plot. **Please see Schedule D, Application for Transfer.**
12. A copy of the Cemetery By-law shall be provided upon purchase and payment of the Plot, Lot or Niche or when a transfer is completed.

SECTION F: INTERMENT

1. The Board is empowered to fix and regulate the price for opening and closing of Cremation Plots, Lots or Niches, subject to the approval by the Cemetery Board and Council.

2. No interment shall take place until such time as the Plot, Lot or Niche has been paid for, in full, including care and maintenance fees.
3. No interment shall take place until such time that a copy of the Burial Permit or Certificate of Cremation has been filed with the Clerk or designate as designated by Council.
4. Interments shall take place only from May 1 to October 31 in any given year unless otherwise authorized by the Board and/or caretaker.
5. No more than four (4) cremation interments shall be made in each cremation lot, and no more than six (6) cremation interments shall be made in any regular lot. A limited number of cremation interments will be permitted on top of a full body interment.
6. Only one full body interment may be made in a Lot. Double depth interments shall not be permitted.
7. Interment rights holder(s) must provide written authorization prior to a burial or entombment taking place. Should the interment rights holder be deceased, authorization must be provided in writing by the person authorized to act on behalf of the interment rights holder in keeping with the Succession Law Reform Act, such as an Estate Trustee, Executor, Personal Representative or next of kin.
8. Notice of each interment to be made shall be given to the Clerk or designate at least 24 hours one business day in advance, except under special circumstances. The Board will not be responsible for having lots prepared for funerals unless such notice is given.
9. Only Cemetery or Township employees (or designates) authorized to do so may open and seal Niches for entombments. This applies to the inside sealer and the Niche front.
10. The opening and closing of graves may only be conducted by cemetery staff or those designated to do work on behalf of the Cemetery Board.
11. The Board reserves the right to select the location of the Lot for any indigent burial.
12. Remains of animals shall not be placed in any lot or interred or cremation remains placed in the Cemeteries.
13. Scattering of ashes is not permitted anywhere on Cemetery grounds.

SECTION G: DISINTERMENT

1. Human remains may be disinterred from a lot provided that the written consent of the interment rights holder has been received by the Cemetery Operator, and the prior notification of the Medical Officer of Health. A Certificate from the local Medical Officer of Health must be received at the Township Office before the removal of casketed

human remains from the Cemetery may take place. A Certificate from the local Medical Officer of Health is not required for the disinterment of cremated remains from a lot, or the removal of cremated remains from the cemetery.

2. In certain circumstances the removal of human remains may also be ordered by certain public officials without the consent of the Interment Rights Holder and/or the next of kin.
3. Township employees or their designates, Law Enforcement Officers, a Funeral Director, and representatives of Algoma Public Health may be present at a disinterment. All disinterments shall comply with the Ontario Ministry of Health regulations.
4. Prior to disinterment, the Township, in its sole discretion, may remove any marker, shrub, or plant at the expense of the Interment Rights Certificate holder.
5. The cemetery shall be closed during a disinterment. Only those persons required or permitted by the Act or the Township shall be in attendance.
6. Neither the Township, nor the Cemetery Board, will be responsible for damage to any casket or container which may occur during the course of disinterment, nor will they be responsible for any damage to any cremation urn or outer container which may occur during a disinterment. If a replacement urn, casket or container is required, it will be at the expense of the Interment Rights Holder or their personal representative.

SECTION H: MARKERS

1. The Board reserves the right to determine the size of markers, their composition, their number, and location on each lot or plot, based on the following requirements:
 - a. No more than one upright marker shall be erected on one Lot.
 - b. The minimum thickness of a marker shall be 5 inches at its narrowest point.
 - c. Markers shall not exceed 44 inches in height, including foundation (as per Act)
 - d. Flat markers on a single lot shall not exceed 24 inches wide by 6 inches deep.
 - e. All markers to be granite, bronze, stone or wood at the discretion of the Board.
 - f. No markers shall be allowed to stand on interment space of any lot or plot.
2. Upright markers shall be set upon an adequate foundation no less than 6 inches deep and must exceed the marker by a minimum of 6 inches on all sides. Foundation shall be flush with the ground.
3. No marker shall be erected without the supervision of the Board or designate.
4. The Board or its designate reserves the right to enter onto any lot or plot to remove any marker or other structure or any inscription not in keeping with the decorum and dignity of the cemetery.
5. The Board shall not be held responsible for scratches or chips which may occur from regular maintenance.

6. The Board shall be responsible for the maintenance and repairs of markers and may lay down markers that are considered unsafe.
7. Niche inscriptions and adornments will be inscribed by an engraver approved by the Cemetery Board.
8. Niche engraving will be at the expense of the owner of the Niche.
9. Only a person authorized by the Board may remove or alter the front of the Niche.
10. Unauthorized adornments will be removed and disposed of without notification and at the expense of the Interment Rights Holder.

SECTION I: CONTRACTOR/MONUMENT DEALERS

1. Any contract work to be performed within the cemeteries require the written pre-approval of the interment rights holder and the cemetery operator prior to the commencement of the work. Pre-approval includes but is not limited to landscaping, delivery of monuments and markers, inscriptions, designs, drawings, plans and detailed specifications relating to the work, proof of all applicable government approvals and permits, the location of the work to be performed.
2. It is the responsibility of all contractors to report to the Township Office and provide the necessary approvals prior to commencing work at any location on a cemetery property.
3. Prior to the start of any said work, contractors must provide the Township with proof of liability insurance of not less than \$2 million dollars and WSIB Coverage.
4. All cemetery by-laws apply to all contractors and all work carried out by contractors within the cemetery property.
5. Contractors shall temporarily cease all operations if they are working within 100 metres of the cemetery property until the conclusion of the gathering. The Cemetery reserves the right to temporarily cease contractor operations if the noise of the work being performed by the contractor is deemed to be a disturbance to a funeral or public gathering within or near the cemetery.

SECTION J: HOURS OF OPERATION

1. Office Hours for Cemetery Administration: The Township of Tarbutt Office shall be open Monday through Friday, from 9:00 am to 4:00 pm except statutory holidays.
2. Visitation Hours: The Port Findlay Cemetery is open to the public 7 days/week, 24 hours per day. The Stickney Cemetery is open seasonally, 7 days/week, 24 hours/day.

3. Interments shall only occur between May 1 and October 31 of each year.

SECTION K: EFFECTIVE DATE

1. The short form title of this By-law shall be the Tarbutt Cemetery By-law.
2. This By-Law shall come into force and effect upon approval by the Registrar, Bereavement Authority of Ontario.
3. By-Laws 5-98, 2012-07, 07-2016, and any other Cemetery By-law previously passed by The Council of The Township of Tarbutt are hereby repealed and replaced.

READ A FIRST, AND TAKEN AS READ A SECOND AND THIRD TIME AND FINALLY PASSED in open session this First day of November, 2022.

Lennox Smith, Mayor

Carol Trainor, Clerk

THE CORPORATION OF THE TOWNSHIP OF TARBUTT
SCHEDULE "A" TO BY-LAW 2022-26 AS AMENDED
Schedule of Fees for Plots, Lots & Niches

<u>Sale of Lot</u>	Price	Total	
Ratepayer-regular lot (4x8)	\$700.00	\$700.00	\$290. care & maintenance included
Non-ratepayer Regular (4x8)	\$900.00	\$900.00	\$290. care & maintenance included
Ratepayer cremation (4x4)	\$400.00	\$400.00	\$175.00 care & maintenance included
Non-ratepayer cremation (4x4)	\$500.00	\$500.00	\$175.00 care & maintenance included
transfer fee admin	\$75.00		

<u>Sale of Niches</u>			
Row A (top)- ratepayer	\$1,500.00	\$1,500.00	\$225 care & maintenance included
Row B- ratepayer	\$1,000.00	\$1,000.00	\$165.00 care & maintenance included
RowC ratepayer	\$850.00	\$850.00	\$165.00 care & maintenance included
Row D (bottom) ratepayer	\$700	\$700.00	\$165.00 care & maintenance included
Row A (top) non-ratepayer	\$1,800.00	\$1,800.00	\$270.00 care & maintenance included
Row B - non-ratepayer	\$1,300.00	\$1,300.00	\$195.00 care & maintenance included
Row C- non -ratepayer	\$1,150.00	\$1,150.00	\$172.50 care & maintenance included
Row D- non-ratepayer	\$1,000.00	\$1,000.00	\$165.00 care & maintenance included

**Note: each niche can hold 2 inurnments-add additional \$100.00 plus \$13.00 (hst)
for the second plus opening and closing costs**

The size of the urn that can fit into a niche is 12"x12"x12"

Opening & Closing: (includes marking out of the lot by caretaker or designate
Cremation lot (4x4) \$100

regular lot (4x8)	full burial	\$750.00	\$750.00	paid to contractor
	cremation	\$100.00	admin fee	paid to Township

Niches	\$100.00	\$100.00
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Installation of markers:

Flat Markers less than 173 square inches =approx 13"x13"		no charge
Flat Markers at least 173 square inches =approx 13"x13"	\$100.00	\$100.00
Upright markers less than 4ftx4ft	\$200.00	\$200.00
Upright markers more than 4ftx4ft	\$400.00	\$400.00

**100% of installation fees for markers are allocated to care & maintenance
as set out in Ontario Regulation 30/11 made under the Funeral Burial
and cremation services Act, 2002**

Disinterment charges

disinterment of burial	\$2,500.00	\$2,500.00
disinterment of cremated remains	\$500.00	\$500.00

THE CORPORATION OF THE TOWNSHIP OF TARBUTT
SCHEDULE 'B' TO BY-LAW 2022 – 26, AS AMENDED
CERTIFICATE FOR THE PURCHASE OF INTERMENT RIGHTS

Date of Purchase: _____ Certificate No: _____

Pursuant to the *Funeral, Burial and Cremation Services Act, 2002* and Regulations and all amendments thereto:

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF TARBUTT
Hereinafter called the "Cemetery Operator"

AND:

(Name(s))

(Address)
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, which is deposited with the Township of Tarbutt, the Cemetery Owner agrees to assign to the purchaser the Burial of Interment Rights as follows:

PORT FINDLAY CEMETERY

Section _____ Plot _____ Lot _____ Dimensions _____

Section _____ Plot _____ Lot _____ Dimensions _____

Niche _____ Column _____ Row _____ Number _____

Niche _____ Column _____ Row _____ Number _____

By acceptance of this Certificate, the Purchaser confirms that the By-Law governing the operation of the Cemetery has been received and read, and agrees to be guided by the said By-Law as well as provisions of the *Funeral, Burial and Cremation Services Act, 2002*, as if these were included as part of this Certificate.

The Purchaser agrees that, in the event of transfer of the said Interment Rights, this Certificate cannot be transferred but will be returned to the Cemetery Operator who will issue a new Certificate to the Purchaser.

Information contained on this form is considered public information in accordance with the *Funeral, Burial and Cremation Services Act, 2002*. The purchase of a lot conveys only the right of burial of human remains therein and of installing a marker and no other right of title or interest is obtained in the lot, plot or niche.

IN WITNESS whereof, the Cemetery Operator has affixed their signature by the hand of its property signing officer this _____ day of _____, 20____.

PURCHASER

THE CORPORATION OF THE TOWNSHIP OF TARBUTT

Personal information contained on this form is collected in accordance with the <i>Funeral Burial and Cremation Services Act, 2002</i> and Regulations thereunder, and will be used solely for the purposes of that Act. Questions regarding this information should be directed to the Municipal Freedom of Information and Protection of Privacy Coordinator at The Township of Tarbutt.
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THE CORPORATION OF THE TOWNSHIP OF TARBUTT
SCHEDULE "C" TO BY-LAW 2022 – 26, AS AMENDED
CONTRACT FOR THE PURCHASE OF INTERMENT RIGHTS

THIS AGREEMENT made and executed in duplicate this _____ day of _____, _____

IN PURSUANCE OF the *Funeral, Burial and Cremation Services Act, 2002*, as amended, and Regulations and all amendments thereto:

BETWEEN: THE TOWNSHIP OF TARBUTT Hereinafter called the "Owner"
being the OWNER of the Cemetery and being licensed under the laws of the Province of Ontario,
having its head office at 27 Barr Road S., Desbarats, Ontario

AND

Name of Purchaser(s) Hereinafter called the "Purchaser"

Of

Full Address

WHEREAS the Purchaser wishes to purchase from the Owner the interment rights described below in the

PORT FINDLAY CEMETERY Hereinafter call the "Cemetery"

Description: Provide full particulars of the location and dimensions of the lot to which interment rights may apply. Where interment rights are in a private structure (columbarium), indicate the total number of niches, crypts or compartments in the structure.

Plot Number: _____ Lot Number: _____ Dimensions: _____ x _____

Columbarium

Niche in Section _____ Number: _____ Total Number of Niches: _____

Having a volume of _____ cubic _____, as shown in the approved plan of the Cemetery.

Therefore, the Owner and the Purchaser agree as follows:

1. **Purchase Price** – The Total purchase price shall be \$ _____ dollars (\$ _____), which sum includes the charges and all applicable taxes as itemized below:

Lot: \$ _____

Niche: \$ _____

Other: \$ _____

TOTAL SALE: \$ _____

2. **Care and Maintenance:** Forty percent (40%) of the purchase price set out in Clause 1 of this contract shall be set aside for the care and maintenance of the cemetery, and deposited with the Trustee of the Care & Maintenance Fund, provided that the minimum amount to be set aside shall be \$290.00 (CDN), or 40% of the price, whichever is greater.

3. **Columbarium:** This contract relates to interment rights in a private structure which is subject to the Cemetery's By-law:

No _____ Yes _____ Number of niches in structure: _____

4. **Resale:** Resale of interment rights by the Purchaser is prohibited.

5. **Cemetery By-laws:** Copies of the By-law governing the operation of the Cemetery and the exercise of interment rights in the Cemetery, hereinafter referred to as "the By-law", are attached hereto and have been received and read, and the Purchaser agrees to be guided by the said By-law, as well as the provisions of the *Funeral, Burial and Cremation Services Act* and Regulations made thereunder, as if these were included as part of this contract.

6. **Supplies – Services:** The By-law contains restrictions of requirements respecting cemetery supplies and services purchased from a source other than the Cemetery.

Yes _____ No _____

7. **Certificate of Interment Rights:** The Certificate of Interment Rights will not be issued until the interment rights have been fully paid for.

8. **Repurchase by Owner:** An Interment Rights Holder may, by written request, require the Owner to repurchase the rights at any time before they are used. The repurchase price shall be determined by establishing the amount paid by the Purchaser for the rights, less the amount the Owner paid into the Care and Maintenance Fund in respect of the Interment Rights.

In accordance with this requirement, the repurchase price to be paid by the Owner for **each lot** to which the Interment Rights relate shall be: \$ _____.

9. **Limitations – Restrictions:** The following limitations and restrictions apply to the exercise and transfer of the Interment Rights:

NOTE: Transfer means a gift, bequest or other transfer made without consideration.

10. **Documents:** Before a person may exercise the Interment Rights, the following documents must be provided to the Owner:

Interment Order _____ Certificate of Interment Rights _____ Other _____

11. **Conditions of Contract:** This contract shall be subject to the conditions set out in the Regulation and printed on the reverse of this page.

12. **Date of Purchase:** _____, 20 _____

THIS AGREEMENT made and executed in duplicate this _____ day of _____, in the year 20____.

Continued ...

IN WITNESS WHEREOF the Operator and the Purchaser have set their hands hereto:

SIGNED AND SEALED IN THE PRESENCE OF:

Witness

Purchaser

Witness

Operator

Personal information contained on this form is collected in accordance with the *Funeral Burial and Cremation Services Act, 2002* and Regulations thereunder, and will be used solely for the purposes of that Act. Questions regarding this information should be directed to the Municipal Freedom of Information and Protection of Privacy Coordinator at The Township of Tarbutt.

CONDITIONS OF CONTRACT

1. It is a condition of every contract for the purchase of Interment Rights that provides for payment in instalments that, if at least two thirds of the purchase price has been paid, the Owner is not entitled to take possession of Interment Rights upon default in payment without leave of a judge of the Ontario Court (General Division).
2. It is a condition of every contract for the purchase of interment rights that, if a purchaser transfers an Interment Right:
 - a. The purchaser shall give notice of the transfer to the cemetery Owner and return the original Certificate of Interment Rights to the Owner; and
 - b. The Owner shall issue a new Certificate of Interment Rights to the Transferee.

NOTE: "Transfer" means a gift, bequest or other transfer made without consideration.

3. It is a condition of every contract for the purchase of Interment Rights if the interment is to take place in a private structure, the private structure is subject to the Cemetery By-law.

THE CORPORATION OF THE TOWNSHIP OF TARBUTT
SCHEDULE "D" TO BY-LAW NO. 2022 – 26, AS AMENDED

APPLICATION FOR TRANSFER OF OWNERSHIP

I, _____ of _____ declare
that I am the registered owner or legal representative of the owner, and hereby make application
for the transfer of:

Section _____ Plot _____ Lot _____

PORT FINDLAY CEMETERY

Which is currently registered in the name of _____ (former owner)

To

_____ of _____
Name Address

In accordance with By-Laws governing the Cemeteries

Witness Owner or Legal Representative

Personal information contained on this form is collected in accordance with the *Funeral Burial and Cremation Services Act, 2002* and Regulations thereunder, and will be used solely for the purposes of that Act. Questions regarding this information should be directed to the Municipal Freedom of Information and Protection of Privacy Coordinator at The Township of Tarbutt.

**THE CORPORATION OF THE TOWNSHIP OF TARBUTT
BY-LAW 2023 –**

**A BY-LAW TO ENDORSE THE CLERK OF THE
TOWNSHIP OF TARBUTT, OR DESIGNATE, TO
SOLEMNIZE CIVIL MARRIAGE CEREMONIES IN THE
PROVINCE OF ONTARIO.**

WHEREAS Ontario Regulation 285/04, under the *Marriage Act*, 1990, states that the Clerk of a local municipality is authorized to solemnize marriages under the authority of a license; and

WHEREAS Section 10 (1) of the *Municipal Act*, 2001, as amended, provides that a single tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public; and

WHEREAS the Council of the Corporation of The Township of Tarbutt deems it desirable to designate the Clerk to provide civil marriage solemnization services within and outside of The Township of Tarbutt; and

NOW THEREFORE the Council of The Corporation of The Township of Tarbutt enacts as follows:

1. That the Council of the Corporation of The Township of Tarbutt direct that the civil marriage solemnization service be implemented.
2. That the Council of The Township of Tarbutt authorize the Clerk, or their appointed designate, to provide the service of solemnizing marriages in the Province of Ontario under the authority of the *Marriage Act*, 1990.
3. That Council recognize that the Clerk or appointed designate is authorized to solemnize marriages for as long as they hold the position of Clerk, as set out under Ontario Regulation 285/04, and the *Marriage Act*, 1990, for the Province of Ontario.
4. That the Clerk or appointed designate may, at their discretion, solemnize civil marriages at times and location which are agreeable to both parties.
5. That the detailed fee structure for civil marriage services form part of The Township of Tarbutt's Fees and Charges By-law.
6. That any previous by-laws which conflict with the provisions of this by-law shall be hereby repealed.
7. Any provision of this By-law which is found by any court of competent jurisdiction to be illegal or inoperative, in whole or in part, the balance of the By-law shall not be affected and shall remain in full force and effect.

8. The Clerk shall have the authority to effect any minor modifications or corrections solely of an administrative, clerical, numerical, grammatical, or descriptive nature to this By-law as are deemed necessary.
9. The Short Title of this By-law is the “Civil Marriage By-law”.

READ A FIRST AND TAKEN AS READ A SECOND AND THIRD TIME and finally passed this Nineteenth day of April, 2023.

Lennox Smith, Mayor

Carol O. Trainor, Clerk

**THE TOWNSHIP OF TARBUTT
COUNCIL MEETING OF APRIL 19, 2023
CONSENT AGENDA**

- a. Letter from the Township's Integrity Commissioner 1
Re: Report for March 2022 to March 2023
- b. Letter from Central Algoma Intermediate and Secondary School
Re: Recognition of Student Excellence
- c. Letter from Crime Stoppers
Re: Request for Donation
- d. Letter from the Municipality of North Perth
Re: School Bus Stop Arm Cameras
- e. Letters from the Town of Essex
Re: Tax Classification of Short Term Rental Units
Re: Legislation permitting the Retention of Surplus Proceeds from Tax Sales
- f. Resolution from the Association of Municipalities of Ontario
Re: Legislative Amendments to improve Municipal Codes of Conduct
- g. Letter from the Ministry of Municipal Affairs and Housing
Re: Further action on the housing supply crisis
- h. Letter from the Ombudsman of Ontario
Re: Guide to Open Meetings
- i. Letter from the Sault Ste. Marie SPCA
Re: 2023 Fees and Contract Requirements for Pound Facility

Recommendation: Be it resolved that correspondence items a. through i. on the consent agenda dated April 19, 2023 be received; and

That Council authorizes a donation to Central Algoma Intermediate & Secondary School for grade 8 and grade 12 graduations in the same amounts as last year; and

That Council authorizes a donation to Algoma District Crime Stoppers in the amount of \$250.00; and

That Council supports the resolution from the Municipality of North Perth regarding school bus stop arm cameras; from the Town of Essex regarding tax classifications for short term rentals, and retention of surplus proceeds from tax sales; and

That the contract with the SSM SPCA be renewed for 2023 at an annual cost of \$800.