



**Head, Clara, & Maria**  
**May 21, 2026 - Regular Council Meeting - 10:00 AM**

**1 Call To Order**

**2 Traditional Land Acknowledgement**

**3 Recital of the Municipal Mission and Vision Statements**

**4 Approval of Agenda**

BE IT RESOLVED THAT the agenda of the Regular Meeting of May 21, 2026, be adopted as circulated.

**5 Declarations of Disqualifying Interest (Pecuniary)**

**6 Mayor's Address**

THAT the Mayor's address be received as presented.

📎 Mayor's Address

**7 Approval of the Minutes of the Most Recent Meeting(s)**

**8 Delegations/Presentations**

8.1 Snowmobile Trail Speeds/Enforcement - PSB

8.2 Open Air Burning Bylaw/Fire Prevention Program

8.3 Hall Rental Policy

8.4 Working Alone Policy

**9 Council Direction From the Previous Meeting**

**10 Committee of the Whole Working Session (To work on Policy/Plans etc.)**

10.1 Recreation Master Plan

📎 2026 HCM Rec Activites

📎 Demographic Profile for HCM

📎 HCM Recreation Community Survey

📎 Preliminary Outdoor Recreation Programming Opportunity

📎 Recreation Asset Inventory

📎 Recreation Master Plan Overview

10.2 Community Engagement

📎 Working Documents

10.3 Cemetery Bylaw

📎 HCM Cemetery Bylaw Draft

- 📎 BAO Sample Cemetery Bylaw April 2018
  - 📎 Madwaska Valley 2022-47 Cemetery Bylaw
  - 📎 Tay Township 2024-48 Cemetery Bylaw
- 10.4 2026 Budget Discussion
- 📎 2026 Draft Budget May 14, 2026

**11 Legislative Matters**

- 11.1 Consent Agenda (includes items of correspondence not requiring administrative reports/action, committee reports not requiring any action by Council – matters that are for information purposes only).
- 11.2 Bylaws
- 11.3 Public Hearings: Planning/Zoning Matters
- 11.4 Committee/Local Board Reports
- 11.4.1 Library Board Report
- THAT the Library Board Report be received.
- 📎 Report - Councillor Kelly-Chamberlain

**12 Administrative Matters**

- 12.1 New Business/Reports from Officers/Employees on Various Issues (including reports from departments which require Council approval)
- 12.2 Financial Update/Statement/Quarterly Variance Report
- 12.3 Update on Capital Projects

**13 Leadership Issues**

- 13.1 Update to Strategic Plan
- 13.2 Five-Year Financial Plan (including Asset Management Plan)
- 13.3 New Policy
- 13.4 Notice of Motion

**14 Closed Session**

- 14.1 Into Closed Session

BE IT RESOLVED Council for the Corporation of the United Townships of Head, Clara and Maria does now move into Closed Session at \_\_:\_\_ a/p.m. Pursuant to section 239(2) (b) personal matters about an identifiable individual, d) labour relations or employe negotiations, (f) advice that is subject to solicitor-client privilege, including communications for that purpose, and (k) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board to consider:

1. Return to Work Planning
2. Statement of Claim RE: Cornwall Discoutn Carpet Sales Ltd.

- 14.2 Return to Open Session

BE IT RESOLVED Council for the Corporation of the United Townships of Head, Clara and Maria does now return to Open Session at \_\_:\_\_ a/p.m. and reports that \_\_\_\_\_ were discussed and \_\_\_\_\_.

**15 Confirmation of Proceedings**

16 **Adjournment**

\_\_\_\_\_ adjourned the meeting at \_\_:\_\_ a/p.m.



CORPORATION OF THE UNITED TOWNSHIPS OF HEAD, CLARA AND  
MARIA

**Mayor's Address – Thursday May 21, 2026**

First and foremost, today, I wish to thank Cathy Sutherland for her assistance (and height!) in hanging the "We Stand with Survivors" banner this week. This banner honours and reminds us of those who have survived intimate violence in their lives.

This month I have received a "Readiness For Occupancy" notice from the HCM Chief Building Official concerning the use of the hall kitchen.

It has been determined that 1 outstanding order exists at this time. Additional comments are as follows:

"Kitchen STOVES & DISHWASHER NOT to be used until proper inspections completed.  
Kitchen can be used!"

With the good news of kitchen Occupancy, I have spoken to North Renfrew Long Term Care. It is my hope that we can commence our monthly lunches as soon as the first Wednesday in June. I will keep you posted.

As soon as this meeting is over today, "May Madness" work will begin in earnest in this hall. Although this is a one-day event on Saturday May 23rd, it is a very important fundraiser for our Library! Please be sure to attend and bring your "piggy bank". Hope to see you there.

Don't forget, Sunday May 31<sup>st</sup> is CWL Bingo day! Proceeds always go to a good cause.

Mayor Debbi Grills



# HCM RECREATION PLANNER 2026

Events	dates	Notes	Events	Dates	Notes
<b>MOTHER'S/FATHER'S DAY</b>			<b>DRDCF</b>		
<b>CANADA DAY</b>	July 1, 2026		<b>BALL TOURNEMENT</b>	Fall	
<b>HALLOWEEN</b>	October 31,2026		<b>WILD GAME DINNER</b>		
<b>REMEMBERANCE DAY</b>	November 11, 2026		<b>NHSP WORKSHOPS</b>		Grant funded
<b>CHRISTMAS</b>			<b>UNPLANNED EVENT</b>		Pickle ball?
<b>NEW YEAR'S EVE</b>	January 31,2026				

JANUARY							FEBRUARY							MARCH							APRIL							MAY							JUNE						
M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
			1	2	3	4							1							1			1	2	3	4	5					1	2	3	1	2	3	4	5	6	7
5	6	7	8	9	10	11	2	3	4	5	6	7	8	2	3	4	5	6	7	8	6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14
12	13	14	15	16	17	18	9	10	11	12	13	14	15	9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21
19	20	21	22	23	24	25	16	17	18	19	20	21	22	16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28
26	27	28	29	30	31	23	24	25	26	27	28	23	24	25	26	27	28	29	27	28	29	30	25	26	27	28	29	30	31	29	30										
													30	31																											
JULY							AUGUST							SEPTEMBER							OCTOBER							NOVEMBER							DECEMBER						
M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
		1	2	3	4	5						1	2	1	2	3	4	5	6				1	2	3	4						1	1	2	3	4	5	6			
6	7	8	9	10	11	12	3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13
13	14	15	16	17	18	19	10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20
20	21	22	23	24	25	26	17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27
27	28	29	30	31	24	25	26	27	28	29	30	28	29	30	26	27	28	29	30	31	23	24	25	26	27	28	29	28	29	30	31										
							31																			30															

# DEMOGRAPHIC PROFILE



*The Corporation of The United Townships of  
Head, Clara & Maria*



Overview

Incorporated January 1st of 1878, the Municipality of the United Townships of Head, Clara & Maria is located on the westernmost border of Renfrew County in the Ottawa Valley. Our municipality consists of the four hamlets of Deux Rivieres, Bissett Creek, Stonecliffe and Mackey and is located 2 hours and 20 minutes west of Ottawa and 1 hour east of North Bay.

HCM Mission: To foster a community that is inclusive, progressive in nature, with a commitment to reconciliation.

HCM Vision: To serve our community honestly and ethically, while fostering an inclusive and progressive municipality. We will honour reconciliation, our natural environment, while working together to build a sustainable future for all.

## THE DEMOGRAPHIC PROFILE

The United Townships of Head, Clara and Maria is a small rural municipality in Renfrew County made up of four main hamlets: Mackey, Stonecliffe, Bisset Creek, and Deux Rivieres. The municipality is located along Highway 17, with the Ottawa River to the north and Algonquin Provincial Park to the south.

## THE COMMUNITY SNAPSHOT

Item	Information
Municipality	The United Townships of Head, Clara and Maria
County	Renfrew County
Main Hamlets	Mackey, Stonecliffe, Bisset Creek, Deux Rivieres
2021 Population	267
2021 Households	133
Average household size	2.1 People
Median after-tax household income	\$69,000
Seniors 65+	105 Residents/ about 38.9%
Land area	Approx. 719.2 km <sup>2</sup>
Population Density	Approx. 0.4 people/km <sup>2</sup>

The available 2021 Census data confirms that HCM has a very small population base, with 267 residents and 133 households. This creates challenges for recreation planning because programs must be affordable, accessible, and realistic for a small number of residents spread across a large rural area.

## AGE PROFILE AND PLANNING IMPLICATIONS

The Township appears to have a significantly aging population. Statistic Canada's 2021 focus on Geography data reported 105 residents aged 65 and over, representing 38.9% of the total population.

This supports the need for recreation and activity planning that includes:

Population Group	Possible Needs
Seniors	Social dinners, low- impact fitness, health clinics, card/game days, accessible events
Adults	Community events, volunteer opportunities, fitness, outdoor recreation
Young Families	Children's activities, family events, seasonal programs, safe outdoor spaces
Youth	Sport, social activities, volunteer's hours, outdoor adventures, skills programs

Although the community is known to have an aging population, local reports that young families have moved into the area should be verified through the municipal survey. While the 2021 Census data provide the most recent official demographic snapshot, the Township recognizes that local population trends may have changed. To support informed planning, a municipal survey was created to collect current information regarding residents, age groups, household composition, and recreational priorities while awaiting the release of 2026 Census data.

## HAMLET- BASED PROFILE

At this time, detailed public census data is not generally available at the municipal level, not clearly broken down by each hamlet. Because of this, the following section should be treated as a working profile and updated through the community survey.

Hamlet	Known/Likely Characteristics	Activity Planning Consideration
Mackey	Eastern area of the municipality; Rural residential properties; access to outdoor/natural areas	Family-Friendly outdoor activities, road-accessible events, local gathering opportunities
Stonecliffe	Location of the municipal office and community hall; central civic/community hub	Best location for larger events, senior dinners, clinics, meetings, indoor or outdoor recreation
Bisset Creek	Smaller rural hamlet/community area	Smaller-scale neighbourhood activities, outdoor recreation, seasonal programming
Deux-Rivieres	Western hamlet; access point towards Algonquin/Brent Road area	Outdoor recreation, tourism-related activities, seasonal residents, nature-based events



## WHAT THIS MEANS FOR RECREATION PLANNING

Based on the information available, HCM's recreation plan should assume:

1. Seniors are a major service group

Programs should include low-cost, social, accessible activities

**2. Transportation and distance matters**

Residents are spread out, so activities may need to rotate between areas or be centralized in Stonecliffe

**3. Young families should be confirmed through survey data**

If more young families are moving in, HCM may need children's programming, family events, and youth recreation options.

**4. Outdoor recreation is a major strength**

The municipality's geography supports walking, trails, fishing, paddling, snowmobiling, and nature-based activities.

**5. Small population means programs must be realistic**

Activities should be low-cost, volunteer-supported, and easy to maintain.



# HCM Recreation Public Consultation Survey

Head, Clara & Maria Township

## Resident & Household Information

Which best describes your household?

- Single adult    Couple, no children    Family with young children
- Family with teens    Adult household with no children at home
- Senior household    Multi-generational household
- Other: \_\_\_\_\_

How many people live in your household?

- 1    2    3-4    5 or more

What age groups are represented in your household? (Check all that apply)

- 0-5 years    6-12 years    13-18 years    19-35 years
- 36-55 years    56-70 years    71+ years

Are you a:

- Permanent resident    Seasonal resident
- Part-time resident    Visitor/property owner

Which area of HCM do you live in or identify with?

- Mackey    Stonecliffe    Bissett Creek
- Deux-Rivières    Other: \_\_\_\_\_

## Recreation & Community Input

- What recreational opportunities are missing in HCM?

---

---

---

- What programs or events would you like to see offered?

---

---

---

- What is your vision for recreation in HCM over the next 5–10 years?

---

---

---

---

- Additional comments:

---

---

---

## Current Recreation Use

What recreational activities do you currently participate in?

(Check all that apply)

- Walking/hiking
- Hunting/fishing
- Community events
- Sports (please specify): \_\_\_\_\_
- None

Where do you currently go for recreation?

- Within HCM
- Nearby communities (Swisha, Deep River, Chalk River, Petawawa, Pembroke, etc.)
- At home

How often do you participate in recreation activities?

- Weekly  Monthly  Rarely  Never

## Needs & Gaps

What prevents you from participating more in recreation?

- Lack of programs
- Cost
- Transportation
- Time
- Lack of facilities
- Not interested
- Other: \_\_\_\_\_

## Facilities & Spaces

Which facilities would you like to see improved or developed?

- Walking trails
- Playground upgrades
- Community Hall programming
- Waterfront access
- Sports fields/courts
- Fitness spaces
- Other: \_\_\_\_\_

Are existing facilities meeting your needs?

- Yes  Somewhat  No

What types of programs would you or your family participate in?

- Fitness classes
- Youth programs
- Senior programs
- Family events
- Outdoor recreation (snowshoeing, etc.)
- Workshops (crafts, skills, etc.)

What events would you like to see in HCM?

(Examples: tournaments, markets, festivals, holiday events)

---

---

---

---

## Youth & Families

What programs are needed for youth in the community?

Are there enough activities for children and teens?

Yes  No  Unsure

---

---

---

---

## Seniors

What types of activities would support seniors in staying active and social?

---

---

---

---

## Willingness & Support

Would you be willing to pay a small fee for programs?

Yes  No  Depends

Would you volunteer to help with recreation programs/events?

Yes  No  Maybe

---

---

---

## Community feedback proposal for Council

The municipality will use a multi-method engagement approach, including paper surveys, online tools, and in person consultations, to ensure broad and inclusive community participation and feedback.

Efforts will be made to make the survey easy and accessible for everyone to access by offering paper, online and in-house options.

Proposed methods:

1. Paper surveys
  - Available at:
    - The municipal office
    - The library
    - The Landfill
    - Distributing through newsletters
2. Online Survey
  - Use Google Forms (free)
  - Share via:
    - Municipal Website
    - Facebook Page
    - Community Contact List ( e-mail)
3. Public Open House
  - Host 1-2 days
  - Coffee and discussion
  - Sticky note board (idea wall)
4. Direct Outreach
  - Call or speak to:
    - Seniors
    - Local Groups
5. Pop-up engagement
  - Set up a table at a local event (May madness, June Jazzar)

Proposed strategies:

Week 1-2- Survey distribution and promotion

Week 3- Community open house/ engagement event

Week 4- Survey closes

Week 5- Data analysis and report preparation

The top priorities identified through engagements will be grouped into themes (facilities, programs, and events) and used to guide decision-making. The goal of this engagement is to gather community input to guide the development of a Recreation Master Plan, inform future programming, and support budget and grant planning.

## Preliminary Outdoor Recreation Programming Opportunity

2026

# HCM 2026 OUTDOOR RECREATION ACTIVITY PLAN AND BUDGET

### **COMMUNITY BASEBALL GAME/LEAGUE**

Season: May-August

Description: Adult/youth mixed recreational league or game

Estimated budget: depending on whether we choose a game or a league, I included an estimate for a game in the draft budget

### **FAMILY FISHING DERBY**

Timing: June

Budget:

Prizes: \$300.00 & donations

Revenue: 40 participants at \$10.00= 400.00

### **COMMUNITY TRAIL WALK/GUIDED NATURE HIKE**

Timing: Fall

Signage/maps: \$100

Refreshments: \$150

Revenue: Free or donation based

### **OUTDOOR MOVIE NIGHT**

Timing: Summer evening

Snacks/canteen: \$150

Movie purchase: \$25-30

Revenue: Donation or \$5 admin fee, revenue from canteen

### **COMMUNITY PANCAKE BREAKFAST OUTDOORS**

Timing: Canada day or Mother's Day/Father's Day

Included a budget item in the draft budget

### **OUTDOOR LIVE MUSIC NIGHT**

Timing: Canada Day

Budget: DJ/live band \$1200-5000

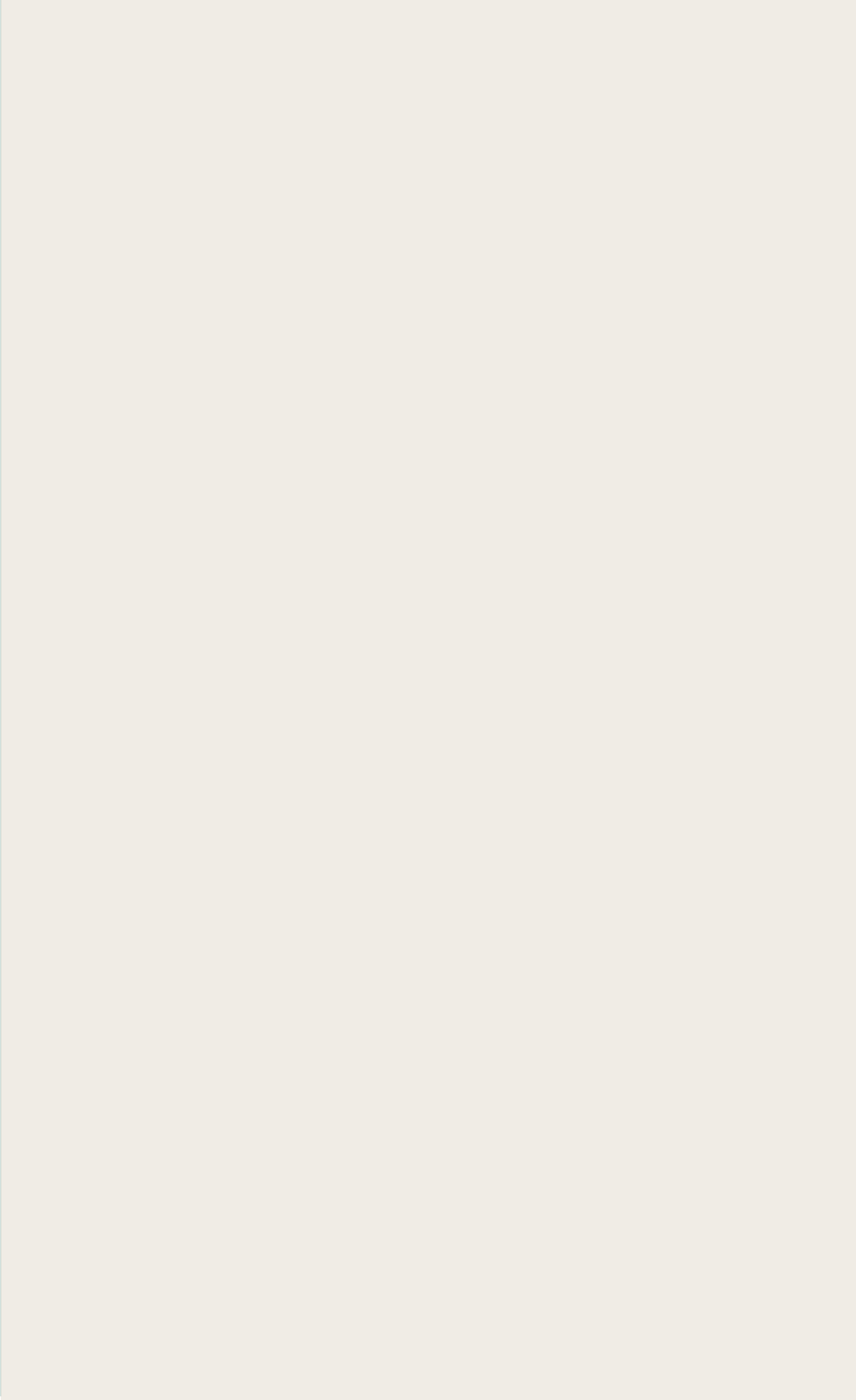
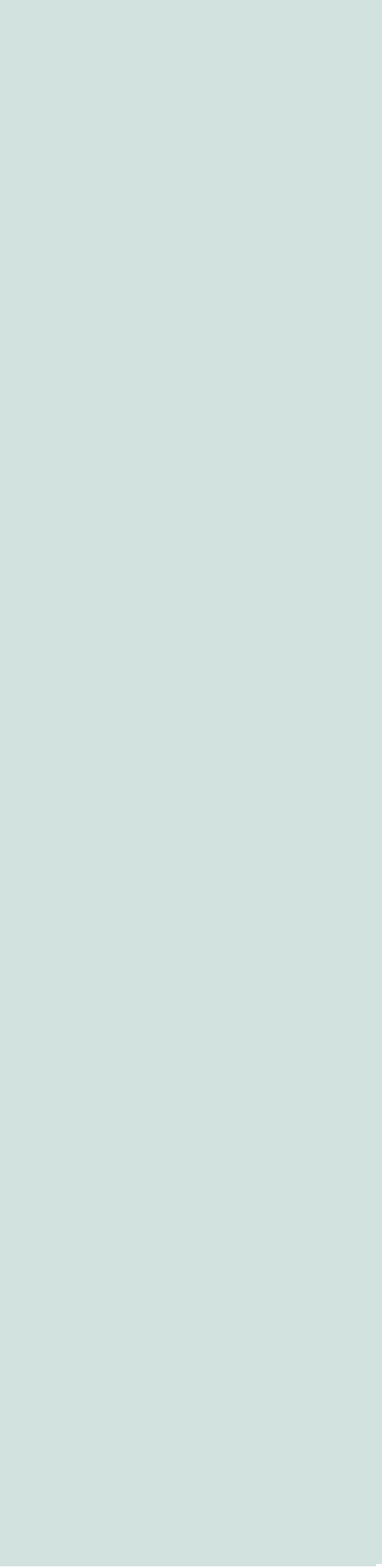
Revenue: Donation or admission cost

### **PICKLE BALL**

Timing: May-October

Budget: \$360-\$410

Revenue: Court rentals, memberships, tournament



Parks and Outdoor Spaces

Asset	Location	Type	Condition	Issues
Mackey Park	Mackey	Playground		
Lakeview Trailer Park	Mackey	Campground		
Boyscout Trail	Mackey	Trail		
Mackey Boat Launch	Mackey	Boat Launch		
Ottawa Valley Recreation Trail	Throughout HCM	Recreation Trail		
Driftwood Provincial Park	Stonedcliffe	Provincial Park		
Morning Mist Resort	Stonedcliffe	Campground		
Fine Valley Resort & Campground	Stonedcliffe	Campground		
Stonedcliffe Natural Playscape	Stonedcliffe	Playground		
HCM Baseball Field	Stonedcliffe	Baseball Field		
Stonedcliffe Boat Launch	Stonedcliffe	Boat Launch		
Grants Creek Falls	Stonedcliffe	Provincial Park		
Grants Creek Provincial Park	Stonedcliffe	Provincial Park		
Eisset Creek Provincial Park	Eisset Creek	Provincial Park		
Gibson Lake Picnic Area/Rest Area	Eisset Creek	Rest Area		
Antlers Kingfisher Lodge	Deux Rivieres	Campground		
Lacroix Park	Deux Rivieres	Playground		
Public Access to Ottawa River (4 Locations)	Mackey/Stonedcliffe/Deu	Ottawa River Access		
Missing Link Snowmobile Club	Throughout HCM	Non Profit Organization		
Stocked Fishing Lakes in HCM	Location	Type		
Big Gibson Lake	46.24675, -78.18011	Lake		
Billy's Lake	46.235, -78.016	Lake		
Clara's Lake	46.215, -78.245	Lake		
Conway Lake	46.11702, -77.92656	Lake		
Demarco Lake	46.15816, -77.98002	Lake		
Devon Lake	46.112, -77.903	Lake		
Dunlop Lake	46.14982, -77.89729	Lake		
Eeyore Lake	46.138, -77.961	Lake		
Findlay Lake	46.086, -77.82899	Lake		
Gardiner Lake	46.19996, -78.16993	Lake		
Harvey Lake	46.132, -77.73699	Lake		
Head Lake	46.097, -77.84	Lake		

Manet Lake	46.176, -77.901	Lake
Mill Lake	46.09086, -77.80524	Lake
Mousseau Lake	46.201, -78.083	Lake
Oliver Lake	46.15334, -77.90211	Lake
Perch Lake	46.198, -77.897	Lake
Piglet Lake	46.159, -78.047	Lake
Rattail Lake	46.186, -78.182	Lake
Redpine Lake	46.184, -78.229	Lake

AODA Compliant	Notes
	Owned by Municipality
	Privately Owned
	Organization Owned
	Owned by Municipality
	County of Renfrew
	Ontario Parks
	Privately Owned
	Privately Owned
	Owned by Municipality
	Owned by Municipality
	Owned by Municipality
	Ontario Parks
	Ontario Parks
	Ontario Parks
	MTO
	Privately Owned
	Owned by Municipality
	Owned by Municipality
	Organization Owned





---

# HEAD, CLARA AND MARIA RECREATION MASTERPLAN OUTLINE FOR COUNCIL'S REVIEW

CORPORATION OF THE UNITED TOWNSHIPS OF HEAD, CLARA & MARIA

PREPARED BY STEPHANY  
RAUCHE



## INTRODUCTION

The Municipality of Head, Clara and Maria is undertaking its first Recreation Master Plan. The purpose of this plan is to provide a 10-year action framework to guide the development and delivery of recreation services within our community.

This Recreation Master Plan aligns with HCM's mission to foster an inclusive and progressive community with a strong commitment to reconciliation. It also reflects the municipality's vision to serve residents honestly and ethically, while promoting inclusivity, environmental stewardship, and collaboration in building a sustainable future for all.

This plan will serve as a strategic roadmap to enhance quality of life, support community well-being, and ensure recreation opportunities are accessible to all residents.

---

# WHAT IS A RECREATION MASTER PLAN

A Recreation Master Plan is a long-term strategic document that guides municipal investments in parks, facilities, and programs to meet the evolving needs of the community. Typically developed over a 10-year horizon, the plan is informed by public input and provides a framework for decision-making related to recreation services and infrastructure.

The plan prioritizes the development and enhancement of key assets such as trails, community centers, and open spaces, while ensuring recreation opportunities are sustainable, accessible, and inclusive. It also addresses funding, service delivery, and long-term planning for recreation within the municipality.

## Key Components and Objectives

- **Strategic Planning**  
Establish a long-term framework to guide capital investments and operational decisions related to recreational services.
- **Community Engagement**  
Incorporates public consultation, surveys, and stakeholders input to ensure the plan reflect community priorities.
- **Facility and Service Development**  
Focuses on improving and expanding parks, trails, and multi-use facilities while enhancing accessibility for all users.
- **Financial Sustainability**  
Guides responsible for allocation of resources to support infrastructure improvements and long-term delivery service.

## Common Focus Areas

- **Infrastructure & Asset Management**  
Focus on maintaining and improving recreation infrastructure through the development of a comprehensive asset inventory. This includes documenting all recreation assets (municipal and non-municipal), capturing supporting photographs, mapping locations, and assessing current conditions to inform future upgrades and investment priorities.
- **Accessibility & AODA compliance**  
Ensure recreation facilities and spaces are inclusive and accessible to all residents by reviewing assets for compliance with Accessibility for Ontarians with Disabilities Act (AODA). This includes identifying gaps, documenting barriers, and prioritizing improvements to support equitable access.
- **Active Living & Recreation Opportunities**  
Promotes physical activity and community well-being by identifying opportunities to enhance access to parks, trails, and outdoor recreation space. Includes planning activities and activities and programming that reflect community needs and support healthy lifestyles.
- **Community Engagement & Partnerships**  
Encourages collaboration with residents, local organizations, and community groups to guide recreation planning. Includes gathering public feedback through surveys and consultations to ensure services align with community priorities.
- **Environmental Sustainability**  
Supports the development of environmentally responsible recreation spaces by considering sustainable practices in planning, maintaining, and future development of facilities and outdoor assets.

---

# PROPOSED APPROACH TO DEVELOPING THE HCM RECREATION MASTER PLAN

The development of the Recreation Master Plan for the Township of Head, Clara and Maria will follow a structured, phased approach to ensure that the final plan is a comprehensive, data-driven, and reflective of community needs and priorities.

This approach will combine background research, asset evaluation, community engagement, and strategic planning to create a long-term roadmap for recreation services within the municipality. Each phase builds upon the previous one, ensuring decisions are informed by accurate information, public input, and Council direction.

The following outlines the key phases involved in the development of the Recreation Master Plan:

## PHASE 1- INITIAL PLANNING AND COUNCIL DIRECTION

- Prepare a draft recreation budget aligned with 2026 planning priorities
- Identify key priorities for recreation services and infrastructure
- Present initial findings and framework to Council for feedback and direction
- Confirm scope, objectives and expectations for the Recreation Master Plan

## PHASE 2- DATA COLLECTION AND ANALYSIS

- Complete a comprehensive inventory of recreation assets (municipal and non-municipal)
- Assess the condition of assets, including identification of any AODA compliance gaps
- Map all recreation assets across the municipality
- Develop a demographic profile to understand population trends and community characteristics

## PHASE 3- COMMUNITY ENGAGEMENT

- Develop and distribute public surveys to gather community input
- Engage with residents, stakeholders, and community groups
- Identify recreation needs, preferences, and priorities across different age groups
- Establish a clear strategy for collecting community feedback

## PHASE 4- NEEDS ASSESSMENT AND PLAN DEVELOPMENT

- Analyze collected data to identify gaps in recreation services and infrastructure
- Compare existing assets and programs against community needs
- Develop recommendations for programs, facilities, and service improvements
- Establish a vision, goals, and strategic priorities for recreation in HCM

## PHASE – FINAL PLAN AND IMPLEMENTATION

- Prepare the final Recreation Master Plan document
- Develop and implement strategies with short, medium, and long-term actions
- Identify potential funding sources and budget considerations
- Establish roles, responsibilities, and timelines for implementation
- Include a framework for monitoring progress and evaluating success over time.



### GOALS

(To be determined by Council and public consultation)



### PARTNERSHIPS

(To be determined by Council and public consultation)



### GROWTH

(To be determined by Council and public consultation)



HCM Engagement Policy Draft Review  
No municipality within Renfrew County has an Engagement Policy

### **Sudbury**

Survey to see who feels engaged, and who wants to be more engaged

International Association for Public Participation

Increasing level of public impact

Inform – Consult – Involve – Collaborate – Empower

<https://pub-greatersudbury.escribemeetings.com/filestream.ashx?documentid=17285>

### **Kitchener**

Guiding Principles

Learn – Design – Plan – Implement – Learn – Design... etc....

Spectrum of Public Participation

Inform – Consult – Involve – Collaborate – Empower

<https://pub-kitchener.escribemeetings.com/filestream.ashx?DocumentId=31060>

### **County of Brant**

Demographics

Guiding Principles

Inform – Consult – Involve – Collaborate – Empower

Define – Plan – Implement – Share – Evaluate

Roles and Responsibilities

Tools for inclusive and informed engagement

[https://ehq-production Community Engagement Framework.pdf](https://ehq-production.CommunityEngagementFramework.pdf)

### **City of Thunder Bay**

Public engagement framework

Inclusive – meaningful – responsive

Area improvement or change – service planning or change – major projects and strategic initiatives

Inform – consult – collaborate

Techniques for engagement and consultation

Inform – Consult – Involve – Collaborate – Empower

[https://ehq-production-canada.s3.ca-central-1.amazonaws.com/EngagementStrategy Framework - FINAL FRAMEWORK.pdf](https://ehq-production-canada.s3.ca-central-1.amazonaws.com/EngagementStrategyFramework-FINALFRAMEWORK.pdf)

## **United Townships of Head, Clara & Maria Engagement Policy Through a Collaborative Governance Structure**

### **Collaborative Governance**

A decision-making approach where council, staff, and community talk through ideas early — before reports are brought forward — to create better policy, better understanding, and stronger buy-in.

#### **Core Features:**

- Early engagement before formal decisions.
- Clearer role for council in policy setting.
- Fewer surprises, more shared ownership.

#### **How it Works**

- Early Idea Sharing
- Role Clarity
- Transparent Communication
- Procedural Efficiencies

#### **Guiding Principles**

Respect through honesty and transparency

Dependability through generous listening

Shared purpose

Openness before formal decision-making

Clarity in roles and responsibilities

#### **Roles and Responsibilities**

- .
- .
- .
- 

#### **Collaborative Spectrum**

Competition

Co-Exist

Communicate

Cooperate

Coordinate

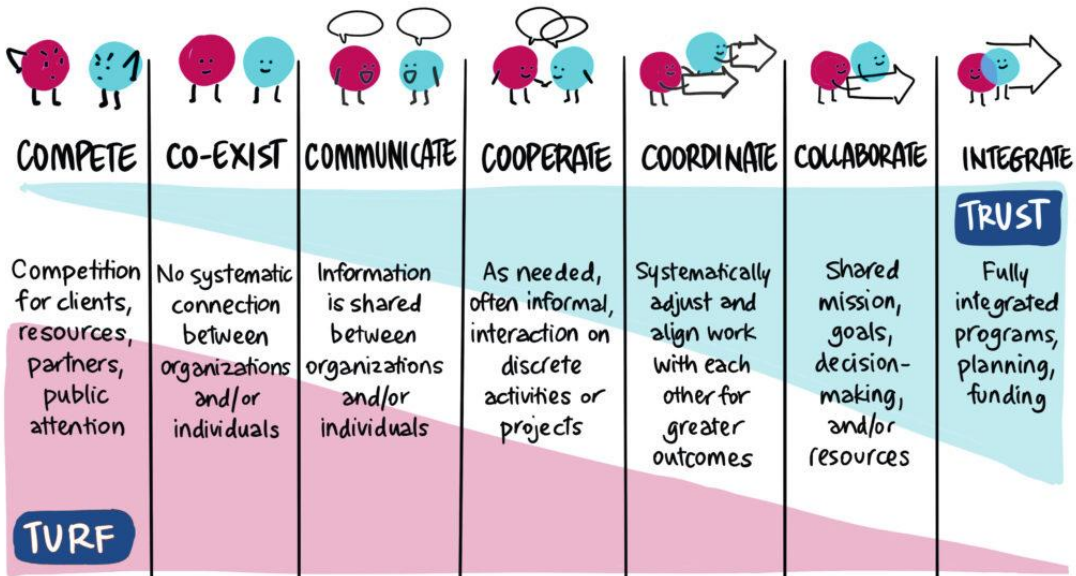
Collaborate

Integrate

#### **Tools Across the Collaborative Spectrum**

- .
- .
- .
- .

# THE COLLABORATION SPECTRUM



Adapted from Weaver, Tamarack Institute

Frameworks Collection by finegood@sfu.ca | Illustrated by sam@drawingchange.com | © CC BY-NC-ND

## 5 Stages of Team Development



**THE CORPORATION OF THE TOWNSHIP OF HEAD, CLARA & MARIA  
BY-LAW NO. 2026-XX**

**Being a By-law to Regulate, Maintain and Govern the Municipally Owned Inactive  
Cemetery**

**WHEREAS  
WHEREAS  
WHEREAS**

This By-law is enacted pursuant to:

- Funeral, Burial and Cremation Services Act, 2002
- Municipal Act, 2001

**HCM Cemeteries Rules & Regulations**

Deux Rivieres Protestant Cemetery  
59 Ferndale Lane  
Deux-Rivieres ON K0J 1R0

**Section A - Owner / Operator Information**

Owner / Operator:

Corporation of the United Townships of Head, Clara & Maria  
15 Township Hall Rd  
Stonecliffe ON  
K0J

Tel.: (613) 111-0000

Licence #: 0101010

Ministry: Cemeteries Regulation Unit  
Ministry of Government and Consumer Services  
5775 Yonge Street, Suite 1500  
Toronto, ON M7A 2E5  
Tel.: (416) 326-8393 or 1-800-889-9768  
Fax: (416) 326-8406

**Section B – Definitions**

Ashes  
Care and Maintenance Fund  
Cemetery  
Certificate of Interment Rights  
Interment rights  
Lot (Also known as Grave)  
Marker

Monument  
Scattering Grounds  
Trust Funds  
Inactive Cemetery

## **Section C - HCM Municipal Cemeteries**

### **5. Ownership and Control**

5.1 The Municipality retains:

- Full ownership of the land
- Authority over maintenance, access, and administration

5.2 All interment rights are:

- Non-ownership interests
- Subject to this By-law and applicable legislation

### **6. Administration**

6.1 The Clerk (or designate) shall:

- Maintain burial records
- Administer interment requests
- Act as liaison with provincial regulators

6.2 The Public Works Department (or designate) shall:

- Maintain grounds and safety
- Conduct routine inspections

### **7. Care and Maintenance Fund**

7.1 The Municipality shall maintain a **Care and Maintenance Fund** in accordance with legislation.

7.2 Funds shall be used exclusively for:

- Grass cutting
- Tree and vegetation management
- Monument stabilization (where required for safety)
- General upkeep

### **12. Records Management**

12.1 The Municipality shall maintain:

- A register of burials
- Interment rights ownership records
- Maps or plans of the Cemetery

12.2 Records shall be:

- Retained permanently
- Made available in accordance with legislation

### **13. Liability and Indemnification**

13.1 The Municipality shall take reasonable steps to maintain safety.

13.2 Visitors enter the Cemetery:

- At their own risk

13.3 The Municipality is not liable for:

- Natural deterioration of monuments
- Acts of vandalism beyond reasonable control

## **Section D - Sale and Transfer of Lots**

4.1 The Cemetery is hereby designated as an **Inactive Municipal Cemetery**.

4.2 The Municipality:

- Does **not sell new interment rights**
- Does **not expand burial areas**
- Maintains the Cemetery for **preservation and respect of existing interments**

## **Section E - Interments and Disinterments**

### **10. Interments and Disinterment**

10.1 Interments shall only occur:

- Where valid rights exist
- With required provincial permits

10.2 Disinterment require:

- Written authorization from the rights holder
- Compliance with provincial legislation

## **Section F - General Regulations**

### **8. Maintenance Standards**

8.1 The Municipality shall provide **basic maintenance only**, including:

- Seasonal grass cutting
- Hazard mitigation (e.g., unstable monuments)
- Boundary upkeep

8.2 The Municipality is **not responsible** for:

- Private monument cleaning or restoration
- Replacement of markers

### **11. Public Access and Conduct**

11.1 The Cemetery shall remain open to the public:

- During daylight hours
- For respectful visitation

11.2 The following are prohibited:

- Damage or removal of monuments
- Dumping or debris
- Unauthorized landscaping
- Vehicles except for maintenance or approved purposes

### **9. Monuments and Markers**

9.1 Existing monuments shall be permitted to remain.

9.2 Where a monument becomes unsafe:

- The Municipality may:
  - Repair
  - Reset
  - Lay down
  - Remove (as last resort)

9.3 No new monuments shall be installed unless:

- Associated with an existing interment right
- Approved by the Municipality

**Schedule "A"**

**Description of Cemetery Lands**

[Insert legal description / PIN / geographic reference]

---

**SAMPLE CEMETERY BY-LAWS****(updated November 2017)**

The Bereavement Authority of Ontario has provided a set of sample by-laws which have been approved by the Registrar, *Funeral, Burial and Cremation Services Act, 2002* (FBCSA), Bereavement Authority of Ontario. You may adopt these by-laws if they are relevant to the cemetery sites you operate under your licence, provided you follow the process regarding “Notice” procedures as required by the FBCSA and Ontario Regulation 30/11 and 184/12 (O. Reg. 30/11 and 184/12).

There is “no standard set” of by-laws that applies to the activities of every cemetery in Ontario. Each cemetery operation is unique and requires specific by-laws to reflect its uniqueness. For example, cemeteries operated as “religious” cemeteries may have by-laws that require interment rights holders or individuals to be of specific faith to be buried in the cemetery. By-laws of a Municipality may require that only residents be permitted to acquire interment rights and be buried within the cemetery operated by that municipality. Some cemeteries may have by-laws that permit upright monuments while other cemeteries may prohibit upright monuments and only permit markers set flush and level with the ground. The hours of operation for one cemetery may be different from those of another cemetery etc.

Most importantly, every operator of a cemetery must have a set of by-laws, approved by the Registrar, that are in compliance with the FBCSA and O. Reg. 30/11 and 184/12, are in the public interest, do not give the cemetery operator or supplier an unreasonable or unfair advantage over another supplier, and relate to the current functioning of the cemetery.

**TABLE OF CONTENTS**

Section A:	DEFINITIONS
Section B:	SAMPLE BY-LAWS - GENERAL INFORMATION
Section C:	SAMPLE BY-LAWS - SALE AND TRANSFER OF INTERMENT RIGHTS
Section D:	SAMPLE BY-LAWS - BURIAL OR SCATTERING OF CREMATED REMAINS
Section E:	SAMPLE BY-LAWS - MEMORIALIZATION
Section F:	SAMPLE BY-LAWS - CARE AND PLANTING
Section G:	SAMPLE BY-LAWS OUTLING ITEMS THAT ARE PROHIBITED AND PERMITTED
Section H:	SAMPLE CONTRACTOR/MONUMENT DEALER BY-LAWS
Section I:	SAMPLE BY-LAWS FOR MAUSOLEUMS
Section J:	SAMPLE BY-LAWS FOR COLUMBARIUMS

The following is suggested wording for cemetery by-laws that you may adopt for your location.

These by-laws are the rules and regulations that govern the **(insert cemetery name)** and have been approved by the Registrar, *Funeral, Burial and Cremation Services Act, 2002* (FBCSA), Bereavement Authority of Ontario (BAO).

### **A. DEFINITIONS**

This is a suggested list of definitions which may be modified to suit the needs of individual cemeteries. You may wish to include more definitions from the FBCSA and O. Reg. 30/11 and 184/12.

**Burial/Interment:** The opening of a lot and then the placing of dead human remains or cremated human in that lot, followed by closing the lot. The lot may be a grave in the ground, a crypt in a mausoleum or a niche in a columbarium.

**By-laws:** The rules and regulations under which the Cemetery and/or Crematorium operates.

**Care and Maintenance Fund:** It is a requirement under the FBCSA 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 at the cemetery.

**Contract:** For purposes of these by-laws, all purchasers of interment or scattering rights, or other cemetery supplies and 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-laws, a copy of the Consumer Information Guide and the Price List.

**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.

**Crypt:** An individual compartment in a mausoleum for the entombment of human remains.

**Grave:** (Also known as a Lot) means any inground burial space intended for the interment of a child, adult or cremated human remains.

**Interment Right:** The right to require or direct the interment of human remains or cremated human remains in a grave, lot, niche or crypt and to authorize the installation of a monument or marker.

**Interment Rights Certificate:** The document issued by the cemetery operator to the purchaser once the interment rights to a specific lot have been paid in full, identifying ownership and authority over those specific interment rights.

**Interment Rights Holder:** The person(s) authorized or entitled to inter human remains in a specified lot. They may be the person named in the Interment Rights Certificate or such other person to whom the rights have been assigned.

**Lot:** For the purposes of these By-Laws a lot is a single grave space.

**Marker:** Shall mean any permanent memorial structure – monument, plaque, headstone, cornerstone or other structure or ornament affixed or intended to be affixed to a burial lot, mausoleum crypt, columbarium niche or other structure or place intended for the deposit of human remains and may be used to indicate the location of a burial.

**Niche:** An individual compartment in a columbarium for the entombment of cremated human remains.

**Plot:** For the purposes of these by-laws, a plot means two or more lots in respect of which the rights to inter have been sold as a unit.

**Scattering Right:** Shall mean the Right to direct the spreading cremated remains over a designated area within a cemetery with the knowledge and permission of the cemetery operator and in keeping with the cemetery operator's by-laws.

**Scattering Rights Holder:** Any person who holds the right to scatter cremated human remains in a specified lot or other designated area within the cemetery.

## **B. SAMPLE BY-LAWS PERTAINING TO GENERAL INFORMATION**

**Hours of Operation: (CEMETERY OPERATOR TO INSERT THEIR SPECIFIC HOURS OF OPERATION; OFFICE HOURS AND VISITING HOURS)**

Visitation Hours:

Office Hours:

Burial Hours:

### **General Conduct:**

The cemetery reserves full control over the cemetery operations and management of land within the cemetery grounds.

No person may damage, destroy, remove or deface any property within the Cemetery.

All visitors should conduct themselves in a quiet manner that shall not disturb any service being held.

### **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.

**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.

All by-laws and by-law amendments are subject to the approval of the Registrar, FBCSA, BAO.

**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 or scattering right, save and except for direct loss or damage caused by gross negligence of the cemetery.

**Public Register:**

Provincial legislation – Section 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.

**Pets or Other Animals:**

Pets or other lower animals, including cremated animal remains, are not allowed to be buried on cemetery grounds.

**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.

**Notice of Resale and Transfer of Interment or Scattering Rights:**

**Note:** The FBCSA and O. Reg. 30/11 and 184/12 now provides the cemetery operator with two choices regarding the resale of interment rights; 1) permit the resale of interment or scattering rights to a third party, or 2) prohibit the resale of interment or scattering rights and require the cemetery operator to repurchase interment and scattering rights at current price list amounts. Each cemetery operator may choose either option that pertains to their cemetery.

If a cemetery operator chooses the option to **permit** resale, the operator is not required to have a by-law specifying this option. As of July 1, 2012, an operator's by-law that does not address this option is consider to permit the resales of interment rights. The suggested preference is to have a by-law such as;

The cemetery operator permits the interment or scattering rights holder to sell or transfer their interment rights or scattering rights to a third party, at no more than the current price listed on the cemetery price list, so long as the sale or transfer is conducted through the cemetery operator and the interment rights holder and purchaser meet the qualifications and requirements as outlined in the cemetery operator's by-laws.

**OR**

Interment rights holders may first offer the interment rights to the cemetery operator. If the cemetery operator does not wish to re-purchase the interment rights, the interment right may be sold to a third party for no more than the current price listed on the cemetery price list, as long as the sale or transfer is conducted through the cemetery operator and the interment rights holder and purchaser meets the qualifications and requirements as outlined in the cemetery operator's by-laws.

If the cemetery operator wishes to **prohibit** resale of interment rights or scattering rights to a third party, they must have a by-law approved by the Registrar as of July 1, 2012 which prohibits such activity, such as;

The cemetery operator prohibits the resale of interment or scattering rights to a third party and will repurchase these rights from the interment rights holder or such other person to whom the interment rights have been assigned, at the price listed on the current price list less any care and maintenance contribution amount previously made. Transfers of interment or scattering rights cannot be prohibited so long as the purchaser meets the qualifications and requirements as outlined in the cemetery operator's by-laws.

The cemetery operator prohibits the resale of interment rights to a third party and is not required to repurchase unused interment rights in a plot (more than one lot) if one of the interment rights in the plot has been exercised.

The cemetery operator prohibits the resale of scattering rights to a third party and is not required to repurchase unused scattering rights in a scattering ground if other scattering interment rights in the same scattering ground have been exercised.

**C. SAMPLE BY-LAWS FOR THE CANCELLATION OR RE SALE OF INTERMENT RIGHTS**

Purchasers of interment or scattering rights holders acquire only the right to direct the burial of human remains and the scattering of cremated human remains, and the installation of monuments, markers and inscriptions, subject to the conditions set out in the cemetery by-laws. In accordance with cemetery by-laws, no burial, entombment, scattering, or installation of any monument, marker, inscription, or memorialization is permitted until the interment rights have been paid in full. An interment rights certificate will be issued to the Interment Rights Holder(s) when payment has been made in full. The purchase of interment rights is not a purchase of Real Estate or real property. An interment rights holder wishing to resell their interment rights may advise the cemetery operator of their intention prior to seeking a third-party buyer for their interment rights.

**Cancellation of Interment Rights within 30 Day Cooling-Off Period:**

- A purchaser has the right to cancel an interment or scattering rights contract within thirty (30) days of signing the interment or scattering 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.

**Cancellation of Interment or Scattering Rights after the 30-Day Cooling-Off Period:**

- Upon receiving written notice from the purchaser of the interment or scattering rights, the cemetery operator will cancel the contract and issue a refund to the purchaser for the amount paid for the interment or scattering rights less the appropriate amount that is required to be deposited into the Care and Maintenance Fund. This refund will be made within thirty (30) days of receiving said notice. If the interment rights certificate has been issued to the interment rights holder(s), the certificate must be returned to the cemetery operator along with the written notice of cancellation.
- If any portion of the interment or scattering rights has been exercised, the purchaser, or the interment rights holder(s) are not entitled to cancel the contract or re-sell the interment or scattering rights.

**Resale of Interment or Scattering Rights after 30 Day Cooling-Off Period:**

- Unless the interment or scattering rights have been exercised the purchaser retains the right to cancel the contract or re-sell the interment or scattering rights. Once payment for the interment or scattering rights has been made in full, and an interment rights certificate has been issued, the interment or scattering rights holder(s), as recorded on the cemetery records, has right to re-sell the interment rights. Any resale of the interment right shall be in accordance with the requirements of the cemetery by-laws and in keeping with the FBCSA and O. Reg. 30/11 and 184/12
- If any portion of the interment or scattering rights has been exercised, the purchaser, or the interment rights holder(s) are not entitled to re-sell the interment or scattering rights.

**Care and Maintenance Fund Contributions:**

- It is a requirement under the FBCSA 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; 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 at the cemetery. Contributions to the care and maintenance fund are not refundable except when interment or scattering rights are cancelled within the 30-day cooling off period.

**Permit or prohibit resale of interment or scattering rights to a third party:**

NOTE: ALL REALES OF INTERMENT OR SCATTERING RIGHTS MUST BE CARRIED OUT THROUGH THE CEMETERY OPERATOR.

A cemetery operator may choose to either permit the interment rights or scattering rights holder(s) to:

- a) Re-sell the interment or scattering rights to a third party; or

- b) Prohibit the resale to a third party and repurchase the rights themselves.

An operator is required to adopt the procedural by-law below that pertains to the chosen option as described above. **Note:** If the cemetery operator wishes to prohibit an interment rights holder or scattering rights holder from selling an interment or scattering rights to a third party, the cemetery operator's by-laws must clearly prohibit such activity from taking place.

**Requirements if resale of interment rights or scattering rights is permitted by the cemetery operator**

- The Interment or Scattering Rights Holder(s) who intends to sell their rights shall provide the following documents to the cemetery operator so that the operator can be satisfied with the authority and identify of the seller, confirm the ownership of the rights and provide the third-party purchaser with the required certificate etc.:
  1. An interment or scattering rights certificate endorsed by the current rights holder.
  2. If the resale involves interment rights, a written statement of the number of lots that have been used in the plot and the number of lots that remain available.
  3. If the resale involves scattering rights, a written statement of the number of scatterings rights.
  4. Any other documentation in the interment or scattering rights holder(s) possession relating to the rights.
- The third-party purchaser will be provided with the following documents by the cemetery operator:
  1. An interment or scattering rights certificate endorsed by the current rights holder.
  2. A copy of the cemetery's current by-laws.
  3. A copy of the cemetery's current price list.
  4. If the resale involves interment rights, a written statement of the number of lots that have been used in the plot and the number of lots that remain available.
  5. If the resale involves scattering rights, a written statement of the number of scattering rights available.
  6. Any other documentation in the interment rights holder(s) possession relating to the rights.
- The cemetery operator will require:
  1. Require a statement signed by the rights Holder(s) selling the interment or scattering rights acknowledging the sale of the interment rights to the third-party purchaser.
  2. Require confirmation that the person selling the interment or scattering rights is the person registered on the cemetery records and that they have the right to re-sell the Interment or scattering rights.
  3. Record the date of transfer of the interment or scattering rights to the third party.
  4. The name and address of the third-party purchaser(s).
  5. A statement of any money owing to the cemetery operator in respect to the interment or scattering Rights.

- Once the endorsed certificate and all required authorization and information has been received by the cemetery operator from the rights holder(s), the cemetery operator will issue a new interment or scattering rights certificate to the third-party purchaser.
- Upon completion of the above listed procedures, and upon the issuance of the new interment or scattering rights certificate, the third-party purchaser or transferee(s) shall be considered the current interment or scattering rights holder(s) of the interment or scattering rights, and the resale or transfer of the interment or scattering rights shall be considered final in accordance with the cemetery by-laws and the FBCSA.
- The cemetery operator may charge an administration fee for the issuance of a duplicate certificate in accordance with the price listed on the cemetery operator's current price list.
- The cemetery operator does not prohibit the resale of an interment or scattering rights and may repurchase the interment or scattering rights from the rights holder(s) if the cemetery operator so desires and may negotiate a purchase price so long as the seller acknowledges being aware of the cemetery operator's current price list amounts for interment and scattering rights.

**Requirements if resale is prohibited within cemetery by-laws:**

- If an interment rights holder wishes to re-sell the interment or scattering rights and the cemetery operator's by-laws prohibit the third-party resale of interment or scattering rights, the rights holder must make the request to the cemetery operator in writing. The cemetery operator will repurchase the interment or scattering right at the price listed on the cemetery operator's current price list less the Care and Maintenance Fund contribution made at the time of purchase. The re-purchase and payment to the rights holder requesting the sale must be completed within 30 days of the request.
- The interment or scattering rights holder requesting the resale of the rights must return the interment or scattering rights certificate to the cemetery operator and the rights holder(s) must endorse the interment or scattering rights certificate, transferring all rights, title and interest back to the cemetery operator. The appropriate paperwork must be completed before the cemetery operator reimburses the rights holder(s).

**D. SAMPLE BY-LAWS PERTAINING TO BURIAL OR SCATTERING OF CREMATED REMAINS**

- Interment or scattering rights holder(s) must provide written authorization prior to a burial, scattering, or an entombment taking place. Should the interment or scattering 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* i.e. Personal Representative, Estate Trustee, Executor or next of kin.
- A burial permit issued by the Registrar General or equivalent document showing that the death has been registered with the province must be provided to the cemetery office prior to a burial,

scattering or entombment taking place. A Certificate of Cremation must be submitted to the cemetery office prior to the burial of cremated remains or scattering of cremated remains taking place.

- In accordance with the FBCSA and O. Reg 30/11 and 184/12 the purchaser of interment or scattering rights must enter into a cemetery contract, providing such information as may be required by the cemetery operator for the completion of the contract and the public register prior to each burial or entombment of human remains, or each scattering of cremated human remains.
- Payment must be made to the cemetery operator before a burial can place.
- The cemetery shall be given \_\_ (insert number of advanced hours you require) \_\_ business hours of notice for each burial of human remains or scattering of cremated human remains.
- The opening and closing of graves, crypts and niches or the scattering of cremated remains may only be conducted by cemetery staff or those designated to do work on behalf of the cemetery.
- Cremated remains may be scattered within a designated area of the cemetery.
- Cremated remains are not permitted to be scattered on a grave containing human remains without the consent of the interment rights holder and in keeping with these by-laws.
- A scattering rights contract must be completed and the payment of the scattering fee must be received before the scattering of cremated human remains within the cemetery can take place.
- Once scattered; cremated remains cannot be retrieved.
- Human remains may be disinterred from a lot provided that the written consent (authorization) 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 cemetery 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.
- In special circumstances the removal of human remains may also be ordered by certain public officials without the consent of the interment rights holder and/or next of kin(s).

If your existing cemetery by-laws currently stipulate the number of casket interments and/or cremated remains interments allowed per grave, this must also be included in your revised by-laws.

### **E. SAMPLE BY-LAWS PERTAINING TO MEMORIALIZATION**

- No memorial or other structure shall be erected or permitted on a lot until all charges have been paid in full and/or a permit is obtained from the cemetery operator.
- No monument, footstone, marker or memorial of any description shall be placed, moved, altered, or removed without permission from the cemetery operator.
- Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered normal wear and tear.
- The cemetery operator will take reasonable precautions to protect the property of interment rights holders, but it assumes no liability for the loss of, or damage to, any monument, marker, or other structure, or part thereof.
- Memorials – monuments, markers, plaques etc. are owned by the interment rights holder and the cemetery operator is not responsible for their loss or deterioration. These memorials should be protected by the interment rights holder's own insurance coverage.
- The cemetery operator reserves the right to determine the maximum size of monuments, their number and their location on each lot or plot. They must not be of a size that would interfere with any future interments.
- All foundations for monuments and markers shall be built by, or contracted to be built for, the cemetery operator at the expense of the interment rights holder.
- Should any monument or marker present a risk to public safety because it has become unstable, the cemetery operator shall do whatever it deems necessary by way of repairing, resetting, or laying down the monument or marker or any other remedy to remove the risk.
- The cemetery operator reserves the right to remove at its sole discretion any marker, monument, or inscription which is not in keeping with the dignity and decorum of the cemetery as determined by the trustees.
- A monument, private mausoleum, or other structure shall be erected only after the specific design plans have been approved by the cemetery operator including: dimensions, material of structure, construction details, and proposed location.
- In keeping with the cemetery by-laws only one monument shall be erected within the designated space on any lot.
- The minimum thickness for flat markers including footstones is 4 inches or 10 cm.
- All monuments and markers shall be constructed of bronze or natural stone (i.e. granite).

- No monument shall be delivered to the cemetery for installation until the monument foundation has been completed, and the interment rights holder(s) and/or marker retailer have been notified by the cemetery operator.
- Markers and footstones of bronze or granite are permitted with size and quantity restrictions according to cemetery by-laws and the placement of such memorials shall not interfere with future interments.

Single lot maximum: **(insert sizing based on standards in place at your cemetery)**

Double lot maximum: **(insert sizing based on standards in place at your cemetery)**

Cremation lot maximum: **(insert sizing based on standards in place at your cemetery)**

#### **F. SAMPLE BY-LAWS PERTAINING TO CARE AND PLANTING**

A portion of the price of interment or scattering rights is trusted into the Care and Maintenance Fund. The income generated from this fund is used to maintain, secure and preserve the cemetery grounds and markers. Services that can be provided through this fund include:

- Re-levelling and sodding or seeding of Lots or scattering grounds
- Maintenance of cemetery roads, sewers and water systems
- Maintenance of perimeter walls and fences
- Maintenance of cemetery landscaping
- Maintenance of mausoleum and columbarium
- Repairs and general upkeep of cemetery maintenance buildings and equipment
- No person other than cemetery staff shall remove any sod or in any other way change the surface of the burial lot in the cemetery.
- No person shall plant trees, flower beds or shrubs in the cemetery except with the approval of the cemetery.
- Flowers placed on a grave for a funeral shall be removed by the cemetery staff after a reasonable time to protect the sod and maintain the tidy appearance of the cemetery.

#### **G. SAMPLE BY-LAWS OUTLING ITEMS THAT ARE PROHIBITED AND PERMITTED**

The cemetery reserves the right to regulate the articles placed on lots or plots that pose a threat to the safety of all interment rights holders, visitors to the cemetery and cemetery employees, prevents the cemetery from performing general cemetery operations, or are not in keeping with the respect and dignity of the cemetery.

Prohibited articles will be removed and disposed of without notification.

**To assist interment rights holders, the following is an example of articles that you may wish to prohibit 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.**

- The cemetery reserves the right to disallow or remove quantities of memorial wreaths or flowers considered to be excessive and that diminishes the otherwise tidy appearance of the cemetery.
- Memorial wreaths may be placed in the cemetery only between the \_\_\_\_\_ of \_\_\_\_\_ and the \_\_\_\_\_ of \_\_\_\_\_ (cemetery to insert dates specific to their individual operation). In order to prepare the grounds for spring, wreaths must be removed prior to (cemetery to insert date specific to their individual operation). Wreaths not removed by (suggested date) will be removed and disposed of by the Cemetery without notification.

#### **H. SAMPLE CONTRACTOR/MONUMENT DEALER BY-LAWS**

Any contract work to be performed within the cemetery requires the written pre-approval of the interment rights holder and the cemetery operator before the work may begin. 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. It is the responsibility of all contractors to report to the cemetery office and provide the necessary approvals before commencing work at any location on the cemetery property.

Prior to the start of any said work, contractors must provide proof of (any or all may apply depending on your specific operation):

- WSIB coverage
- Occupational Health and Safety compliance standards
- Environmental Protection
- WHMIS
- Evidence of liability insurance of not less than \$\_\_\_\_\_ (an amount deemed appropriate by your individual operation; such as \$2 million; \$3 million, etc.)

- All cemetery by-laws apply to all contractors and all work carried out by contractors within the cemetery grounds.
- Contractors, monument dealers and suppliers shall not enter the cemetery in the evening, weekends or statutory holidays, unless approval has been granted by the cemetery operator.
- No work will be performed at the cemetery except during the regular business hours of the cemetery.
- Contractors shall temporarily cease all operations if they are working within 100 metres of a funeral until the conclusion of the service. The cemetery reserves the right to temporarily cease contractor operations at their sole discretion if the noise of the work being performed by the contractor is deemed to be a disturbance to any funeral or public gathering within the cemetery.
- Contractors, monument dealers and suppliers shall lay wooden planks on the burial lots and paths over which heavy materials are to be moved to protect the surface from damage.

### **I. SAMPLE MAUSOLEUM BY-LAWS**

**Note:** A cemetery operator's by-laws specific to mausoleums will vary from location to location and depend on site conditions, building features, building materials, etc. The following are general examples of by-laws that you may use as they pertain to your operation:

- Full payment must be made to the cemetery operator before an entombment may take place
- Only the cemetery operator may open and seal crypts for entombments. This applies to the inside sealer and the crypt front.
- To ensure quality control, desired uniformity and standard of workmanship, the cemetery operator reserves the right to inscribe all crypt fronts or install all lettering, vases, adornments, or any other approved attachment.
- Photographs are permitted and must conform to the design, material and standards of the building.

If the current by-laws stipulate the size of lettering for inscriptions, adornments, etc., this information should be carried forward in the revised by-laws.

### **J. SAMPLE COLUMBARIUM BY-LAWS**

**Note:** A cemetery operator's by-laws specific to columbarium niche structures will vary from location to location and depend on site conditions, building features, building materials, etc. The following are general examples of by-laws that you may use as they pertain to your operation:

- Payment must be made to the cemetery operator before an interment may take place
- Only the cemetery operator may open and seal niches for interments. This applies to the inside sealer and the niche front.
- To ensure quality control, desired uniformity and standard of workmanship, the cemetery reserves the right to inscribe all niche fronts or install all lettering, vases, adornments, or any other approved attachment.
- No person other than cemetery staff shall remove or alter niche fronts.

THE CORPORATION OF THE TOWNSHIP OF MADAWASKA VALLEY

**BY-LAW NUMBER 2022-47**

TO ADOPT RULES AND REGULATIONS THAT GOVERN  
TOWNSHIP OF MADAWASKA VALLEY CEMETERY  
(also known as "Combermere Methodist Cemetery")

**WHEREAS** the rules and regulations have been approved by the *Registrar of Cemeteries, Funeral, Burial and Cremation Services Act, 2002 (FBCSA)*;

**AND WHEREAS** the Council of the Corporation of the Township of Madawaska Valley hereby deems it desirable to pass such a By-law;

**NOW THEREFORE**, THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF MADAWASKA VALLEY ENACTS AS FOLLOWS:

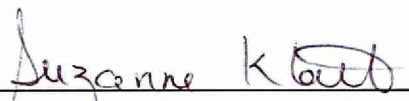
1. **THAT** the operation of the Township Cemetery, in addition to the *Funeral, Burial and Cremation Services Act, 2002 (FBCSA)* and Regulations thereto, be governed by the terms and conditions as set out in the attached **Schedule 'A'** attached to and which forms part of this Bylaw.
2. **THAT** the fees for Township Cemetery are set out in the Township Schedule of Fee By-law and may be amended by Council from time to time.
3. **THAT** the Council of the Corporation of the Township of Madawaska Valley hereby authorizes and directs the Mayor and the Township CAO/Clerk to execute this By-law which sets rules and regulations for the care and control of the Township Cemetery.
4. **THAT** this Bylaw shall come into full force and effect on and after the approval of the Cemeteries Regulations Unit of the Ministry of Consumer Services.
5. **THAT** all other By-laws or parts of By-laws dealing with the care and control of the Township Cemeteries are hereby rescinded.

**READ A FIRST AND SECOND TIME THIS 19<sup>th</sup> DAY OF April, 2022.**

**READ A THIRD TIME AND FINALLY PASSED THIS 19<sup>th</sup> DAY OF April, 2022.**



  
\_\_\_\_\_  
MAYOR – Kim Love

  
\_\_\_\_\_  
CAO/CLERK – Suzanne Diane Klatt

# TOWNSHIP OF MADAWASKA VALLEY CEMETERY

Schedule 'A' to Bylaw 2022-47



Township of Madawaska Valley

85 Bay Street, Barry's Bay, ON K0J 1B0  
Tel. (613) 756-2747 Fax (613) 756-0553

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

An accessible electronic version of this document is available at  
[www.madawaskavalley.ca](http://www.madawaskavalley.ca)

**Table of Contents**

**SECTION 1 - DEFINITIONS ..... 3**  
Definitions ..... 3

**SECTION 2 – GENERAL INFORMATION ..... 5**  
2.1 Location & Hours of Operation ..... 5  
2.2 Conduct ..... 6  
2.3 Public Register ..... 7  
2.4 Bylaw Amendments ..... 7  
2.5 Right to Re-Survey ..... 7  
2.6 Liability ..... 7

**SECTION 3 – INTERMENT RIGHTS ..... 8**  
3.1 Prices of Interment Rights ..... 8  
3.2 Contract for an Interment Rights Certificate ..... 8  
3.3 Issue of Certificate ..... 8  
3.4 Form of Certificate ..... 8  
3.5 Limits of Rights ..... 9  
3.6 Interment of Rights Holder(s) ..... 9  
3.7 Interment of Other than the Rights Holder(s) ..... 9  
3.8 Cancellation of Interment Rights ..... 9

**SECTION 4 – INTERMENT/DISINTERMENT ..... 10**  
4.1 Interment Permits ..... 10  
4.2 Responsibility for Charges ..... 10  
4.3 Standard In-Ground Interment ..... 10  
4.4 Interment of Rights Holder(s) ..... 10  
4.5 Contagious Disease ..... 10

4.6 Interment Notice ..... 10

4.7 Presence at Interments ..... 10

4.8 Disinterment..... 11

**SECTION 5 – MEMORIALIZATION ..... 11**

Memorialization..... 11

**SECTION 6 – CARE AND PLANTING ..... 12**

Care and Planting ..... 12

**SECTION 7 – CONTRACTOR/MONUMENT DEALER ..... 13**

Contractor/Monument Dealer ..... 13

**SECTION 8 – APPENDICES ..... 14**

Cemetery Contract – Appendix ‘A’ ..... 14

    Interment Rights Certificate – Appendix ‘A1’ ..... 15

Cancellation of Interment Rights – Appendix ‘B’ ..... 17

## SECTION 1 - DEFINITIONS

**Burial:** The opening and closing of an in-ground lot or plot for the disposition of human remains or cremated human remains.

**Bylaws:** The rules and regulations under which the Cemetery operates.

**Care and Maintenance Fund:** It is a requirement under the Funeral, Burial and Cremation Services Act, 2002 (FBCSA) and Ontario Regulation 30/11 and 184/12 (O. Reg. 30/11 & 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 at the cemetery.

**Cemetery Operator:** Means the Corporation of the Township of Madawaska Valley.

**Contract:** For purposes of this by-law, all purchasers of interment or scattering rights, or other cemetery supplies and 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.

**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.

**Grave:** (Also known as Lot) means any in ground burial space intended for the interment of a child, adult or cremated human remains.

**Interment Right:** The right to require or direct the interment of human remains or cremated human remains in a grave, lot, or plot and direct the associated memorialization.

**Interment Rights Certificate:** The document issued by the Cemetery to the purchaser once the interment rights have been paid in full, identifying ownership of the interment rights.

**Interment Rights Holder:** Any person designated to hold the right to inter human remains in a specified lot.

**Lot:** For the purposes of this Bylaw a lot is a single grave space. Dimensions for a single grave is 4ft. x 10ft.

**Plot:** For the purpose of this Bylaw a plot is a parcel of land, sold as a single unit, containing two lots.

**Marker:** Shall mean any permanent memorial structure that is set flush and level with the ground and used to mark the location of a burial lot.

**Monument:** Any permanent memorial structure projecting above the ground installed within the designated space to mark the location of a burial or lot.

**Non-Resident:** Means a person who is not a resident elector as defined in the *Municipal Elections Act, 1996, S.O. 1996*, as amended from time to time, and who is not a resident of the Municipality as defined herein;

**Resident:** Means a registered owner of property in the Municipality, or a person who qualifies as a resident elector as defined in the *Municipal Elections Act, 1996, S.O. 1996*, or the spouse or dependent child of such an owner or resident elector.

**Secondary Interment:** For the purpose of this Bylaw, secondary interment shall mean the interment of cremated remains into a lot where a primary interment has been exercised.

## **SECTION 2 – GENERAL INFORMATION**

### **2.1 Locations and Hours of Operation**

#### Township Office Location

85 Bay Street, Barry's Bay, ON, K0J 1B0

#### Township Office Hours

Monday 9:00 a.m. to 4:00 p.m.

Tuesday to Friday 8:00 a.m. to 4:00 p.m.

#### Cemetery Locations

The Township of Madawaska Valley Cemetery  
(Combermere Methodist Cemetery)  
20 White Pine Crescent  
Combermere, Ontario

#### Cemetery Hours of Operation

Cemetery Visitation Hours: Sunrise to Sunset

\*Cemetery is open in winter months for visitation however, driveways are not maintained.

Burial of Cremated Remains:(By appointment)

Monday 9:00 a.m. to 4:00 p.m.

Tuesday to Friday 8:00 a.m. to 4:00 p.m.

Winter Burials:

The winter season shall be deemed to be from the first of November to April 30th, or as weather permits. No interments shall take place during this period.

## 2.2 Conduct

The Township reserves full control over the Cemetery operations and management of land within the Cemetery grounds.

No person shall break, injure or interfere with any tree or shrub, or pick, injure or remove any flowers, wild or cultivated, within the Cemetery.

No person shall change the grading of any lot. In the case of such change, the Cemetery Operator may restore the lot to its original grade at the expense of the Right Holder(s).

No person will make any walkways, cut any sod or move markers anywhere in the Cemetery.

No open flames including candles are permitted on Cemetery property, unless prior approval has been granted by the Cemetery Operator.

The dumping of domestic refuse (household garbage, yard debris, construction materials, etc.) is prohibited within the Cemetery grounds.

No pets are permitted in the Cemetery, except service animals.

Vehicles within the Cemetery, apart from Cemetery vehicles, shall not leave the roadways or park on the grass unless instructed to do so. Overnight parking on Cemetery property is prohibited, on exception of Cemetery equipment.

No person shall write upon, deface, mark or injure any monument, fence or other structure in the Cemetery.

Any person disturbing the quiet or good order in the Cemetery by noise or other improper conduct, or who shall violate any provision of this Bylaw, shall be compelled to leave the Cemetery forthwith.

Cemetery property is not to be used for any recreational activities (sports, hunting etc.)

### **2.3 Public Register**

Provincial legislation – Section 110 or Ontario Regulation 30/11 requires all Cemeteries and Crematoriums to maintain a public register that is available to the public during regular office hours.

### **2.4 Bylaw Amendments**

The Cemetery shall be governed by this Bylaw, and all procedures will comply with the *Funeral Burial & Cremation Services Act, 2002* and Ontario Regulation 30/11, which may be amended periodically.

All Bylaw 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 Bylaw or Bylaw amendment pertains to markers or their installation.

All Bylaws and Bylaw amendments are subject to the approval of the Registrar, Bereavement Authority of Ontario (BAO).

### **2.5 Right to Resurvey**

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.

### **2.6 Liability**

The Cemetery Operator will take reasonable precautions to protect the property of the Interment Rights Holders, but it assumes no liability for the loss of, or damage to, any monument, marker or other structure, or part thereof. Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered to be normal wear. In the event a monument or marker presents a risk to public safety because it has become unstable, the Cemetery Operator shall do whatever it deems necessary by way of repairing, resetting, or laying down the monument or marker or any other remedy so as to remove the risk.

## **SECTION 3 – INTERMENT RIGHTS**

Purchasers of interment rights acquire only the right to direct the burial of human remains, and the installation of monuments, markers and inscriptions, subject to the conditions set out in the Cemetery Bylaw. In accordance with the Cemetery Bylaw, no burial or installation of any monument, marker, inscription, or memorialization is permitted until the interment rights have been paid in full. An interment rights certificate and contract will be issued to the interment rights holder(s) when payment has been made in full. The purchase of interment rights is not a purchase of Real Estate or real property.

### **3.1 Prices of Interment Rights**

The fees for a lot, plot, memorials/markers, interment, disinterment and any other applicable Cemetery fees as well as Care and Maintenance fund contributions shall be set forth in the Municipality's Schedule of Fees Bylaw.

### **3.2 Contract for an Interment Rights Certificate**

All purchasers of Interment Rights must sign a contract with the Township of Madawaska Valley for the Township Cemetery detailing obligations and acceptance by both parties.

### **3.3 Issue of Certificate**

The Interment Rights Certificate will be issued to only one of the Rights Holder(s) when payment in full has been made including any arrears connected with applicable lot or plot.

### **3.4 Form of Certificate**

Interment Rights will be conveyed in the form of an Interment Rights Contract and Certificate as adopted by the Township of Madawaska Valley.

### **3.5 Limits of Rights**

The Interment Rights belong only to the person or persons named on the Contract and Certificate and there is no transmission of interest through death except by Will or Estate and the issue of a new Interment Rights Certificate and Contract by the Township.

### **3.6 Interment of Rights Holder(s)**

Proof of lot ownership or interment rights must be presented to the Cemetery Operator or designate prior to, or at the time of, interment. If the original Deed or Certificate is believed to have been lost or destroyed, the Cemetery Operator must be notified immediately in order to accommodate the necessary time frame to procure a new Deed or Certificate.

### **3.7 Interment of Other Than The Rights Holder(s)**

Written permission by the Interment Rights Holder must be submitted to the Cemetery Operator for any interment other than that of the Interment Rights Holder for each lot (including a lot within a plot).

### **3.8 The Cancellation of Interment Rights**

#### **Cancellation of Interment Rights within 30 Day Cooling-Off Period:**

- 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.

#### **Cancellation of Interment Rights after the 30 Day Cooling-Off Period:**

- Upon receiving written notice from the purchaser of the interment rights, the Cemetery Operator will cancel the contract and issue a refund to the purchaser for the amount paid for the interment rights less the appropriate amount that is required to be deposited into the Care and Maintenance Fund. This refund will be made within thirty (30) days of receiving said notice. If the interment rights certificate has been issued to the interment rights holder(s), the certificate must be returned to the Cemetery Operator along with the written notice of cancellation.
- If any portion of the interment rights has been exercised, the purchaser, or the interment rights holder(s) are not entitled to cancel the contract.

## **SECTION 4 – INTERMENT/DISINTERMENT**

### **4.1 Interment Permits**

A burial permit issued by the Divisional Registrar showing that the death has been registered, or in the case of cremation, a Certificate of Cremation, must be deposited with the Township of Madawaska Valley Clerk or designate before an interment may take place. The opening and closing of graves may only be conducted by Cemetery staff or those designated to do work on behalf of the Cemetery.

### **4.2 Responsibility for Charges**

Persons ordering interments will be held responsible for charges.

### **4.3 Standard In-Ground Interment**

- a) Only one (1) full interment may be made in any lot.
- b) In addition to one (1) full interment, two (2) cremated remains may be interred in any lot.
- c) A maximum of three (3) cremated remains can be interred in any lot.

### **4.4 Interment of Rights Holder(s)**

Proof of lot ownership or interment rights must be presented to The Township of Madawaska Valley Clerk or designate prior to, or at the time of, interment. If the original Deed or Certificate is believed to have been lost or destroyed, the Cemetery Operator must be notified immediately in order to accommodate the necessary time period to procure a new Deed or Certificate.

### **4.5 Contagious Disease**

If the body to be interred contains a contagious disease, this must be disclosed, and the cause of death given.

### **4.6 Interment Notice**

The Cemetery Operator shall be given a minimum of 48 hours of notice for each burial of human remains or cremated human remains.

### **4.7 Presence at Interments**

The Cemetery Operator or his or her designate will be in attendance at each interment.

#### **4.8 Disinterment**

All disinterment's will be done in accordance with the *Funeral, Burial and Cremation Services Act* and applicable regulations. Human remains may be disinterred from a lot provided that the written consent (authorization) 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 may take place. A certificate from the local medical officer of health is not required for the removal of cremated remains. In special circumstances the removal of human remains may also be ordered by certain public officials without the consent of the interment rights holder and/or next of kin(s) as per *Funeral Burial and Cremation Services Act (FBCSA) section 102.1*.

#### **SECTION 5 – MEMORIALIZATION**

No memorial or other structure shall be erected or permitted on a lot until all charges have been paid in full.

No monument, marker or memorial of any description shall be placed, moved, altered, or removed without permission from the Cemetery Operator.

Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered to be normal wear.

The Cemetery Operator will take reasonable precautions to protect the property of interment rights holders, but it assumes no liability for the loss of, or damage to, any monument, marker, or other structure, or part thereof.

The Cemetery Operator reserves the right to determine the maximum size of monuments, their number and their location on each lot or plot. They must not be of a size that would interfere with any future interments.

All foundations for monuments and markers shall be built by, or contracted to be built for, the Cemetery Operator at the expense of the interment rights holder.

Should any monument or marker present a risk to public safety because it has become unstable, the Cemetery Operator shall do whatever it deems necessary by way of repairing, resetting, or laying down the monument or marker or any other remedy so as to remove the risk.

The Cemetery Operator reserves the right to remove at its sole discretion any marker, monument, or inscription which is not in keeping with the dignity and decorum of the Cemetery as determined by the Township.

In keeping with the Cemetery Bylaw, only one monument shall be erected within the designated space on any lot.

The minimum thickness for flat markers including footstones is 4 inches or 10 cm.

All monuments and markers shall be constructed of bronze, granite or marble.

No monument shall be delivered to the Cemetery for installation until the monument foundation has been completed, and the interment rights holder(s) and/or marker retailer have been notified by the Cemetery Operator.

## **SECTION 6 – CARE AND PLANTING**

A portion of the price of interment or scattering rights is trusted into the Care and Maintenance Fund. The income generated from this fund is used to maintain, secure and preserve the Cemetery grounds.

Services that can be provided through this fund include:

- Re-levelling and sodding or seeding of lots or plots
- Maintenance of Cemetery roads
- Maintenance of perimeter walls and fences
- Maintenance of Cemetery landscaping
- Repairs and general upkeep of Cemetery

No person other than Cemetery staff shall remove any sod or in any other way change the surface of the burial lot in the Cemetery.

No person shall plant trees, flowerbeds or shrubs in the Cemetery.

Flowers placed on a grave for a funeral shall be removed by the Cemetery staff after a reasonable time to protect the sod and maintain the tidy appearance of the Cemetery.

The Cemetery reserves the right to remove all flowers, potted plants, wreaths and baskets of flowers when they become withered or unsightly, or for any other reason such removals are in the best interest of the Cemetery.

Artificial flowers are permitted, provided they are properly maintained and not detrimental to the general maintenance of the Cemetery.

Cut flowers are allowed on all lots must be placed in receptacles.

## **SECTION 7 – CONTRACTOR/MONUMENT DEALER**

Any contract work to be performed within the Cemetery requires the approval of the Township of Madawaska Valley before the work may begin. It is the responsibility of all contractors to report to the Township office and provide the necessary approvals before commencing work at any location on the Cemetery property.

- (a) Prior to the start of any said work, contractors will be required to provide the Township of Madawaska Valley with proof of insurance which has been deemed acceptable by the Municipality's insurer.
- (b) The Cemetery Bylaw applies to all contractors and all work carried out by contractors within the Cemetery grounds.
- (c) Contractors, monument dealers and suppliers shall not enter the Cemetery in the evening, weekends or statutory holidays, unless approval has been granted by the Cemetery Operator
- (d) No work will be performed at the Cemetery except during the regular business hours of the Cemetery, unless prior approval has been granted by the Cemetery Operator.
- (e) Contractors shall temporarily cease all operations if they are working within 100 metres of a funeral until the conclusion of the service. The Cemetery reserves the right to temporarily cease contractor operations at their sole discretion if the noise of the work being performed by the contractor is deemed a disturbance to any funeral or public gathering within the Cemetery.
- (f) Contractors, monument dealers and suppliers shall lay wooden planks on the burial lots and paths over which heavy materials are to be moved in order to protect the surface from damage.



# CEMETERY CONTRACT

Township of Madawaska Valley  
85 Bay Street, Box 1000  
Barry's Bay, ON K0J 1B0  
Tel: (613) 756-2747 Fax: (613) 756-0553  
www.madawaskavalley.ca

## PURCHASER INFORMATION

Name: \_\_\_\_\_ (hereinafter the Purchaser),  
Street Address: \_\_\_\_\_  
Town/City: \_\_\_\_\_ Postal Code: \_\_\_\_\_  
Home Tel. Number: \_\_\_\_\_ Alt. Tel. Number: \_\_\_\_\_  
Email: \_\_\_\_\_

## RIGHTS HOLDER INFORMATION (if different from the Purchaser)

Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
Town/City: \_\_\_\_\_ Postal Code: \_\_\_\_\_  
Home Tel. Number: \_\_\_\_\_ Alt. Tel. Number: \_\_\_\_\_  
Email: \_\_\_\_\_

## RIGHTS HOLDER #2 INFORMATION (if different from the Purchaser)

Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
Town/City: \_\_\_\_\_ Postal Code: \_\_\_\_\_  
Home Tel. Number: \_\_\_\_\_ Alt. Tel. Number: \_\_\_\_\_  
Email: \_\_\_\_\_

THIS CONTRACT MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_\_

### BETWEEN

The Township of Madawaska Valley

### AND

The Purchaser

Concerning Cemetery Interment Rights for the recipient(s) as identified  
in this contract.

-----  
The Purchaser [if different than the Recipient(s)] represents being legally authorized or charged with the responsibility for the Recipient(s) Cemetery Interment Rights specified in this contract. This agreement will be enforceable to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and successors.



APPENDIX 'A1'

INTERMENT RIGHTS CERTIFICATE

Township of Madawaska Valley  
85 Bay Street, Box 1000  
Barry's Bay, ON K0J 1B0  
Tel: (613) 756-2747 Fax: (613) 756-0553  
www.madawaskavalley.ca

Interment Rights Certificate #

Pursuant to the Funeral, Burial & Cremation Services Act, 2002 and all the amendments thereto, BETWEEN:

The Township of Madawaska Valley Operating	Township of Madawaska Valley Cemetery (also known as Combermere Methodist Cemetery)
Address:	20 White Pine Crescent, Combermere, Ontario, K0J 1B0

Hereinafter called "The Cemetery Owner"

AND \_\_\_\_\_, Hereinafter called "The Purchaser"

The total sum of \$ \_\_\_\_\_ has been paid to the Cemetery Owner of which \$ \_\_\_\_\_ is set aside in trust for the Care and Maintenance Fund with the Treasurer of the Township of Madawaska Valley-Cemetery Owner, in accordance with the provisions set out in subsection 53(14) of the *Funeral, Burial & Cremation Services Act, 2002 or Ontario Regulation 30/11*.

The Cemetery Owner hereby sells to the Purchaser, Burial Rights in the below named Block and Lot as shown on the approved plan of the Cemetery. Subject to the provisions of the *Funeral, Burial & Cremation Services Act, 2002 or Ontario Regulation 30/11* in effect thereunder and to the approved Rules and Regulations of the Municipality, which may be in effect from time to time.

**APPENDIX 'A1'**

Township of Madawaska Valley Cemetery (also known as Combermere Methodist Cemetery)

**Section:**            **Row:**            **Lot:**

Date of Purchase:

The Purchaser, by acceptance of this certificate indicated that the Bylaw governing the operation of the Cemetery have been received and read, and agrees to the said Bylaw as well provisions of the *Funeral, Burial & Cremation Services Act, 2002* as if these were included as part of this certificate.

With respect to the erection or installation of markers, the Purchaser agrees to abide by the Bylaw of the Cemetery, wherein restrictions on the erection or installation of markers are given and by which Bylaw is attached hereto.

In WITNESS whereof the Cemetery Owner has affixed its signature by the hands of its proper signing officers this

\_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_

As per \_\_\_\_\_  
Signature of Township Clerk or representative

\_\_\_\_\_  
Signature of Purchaser



APPENDIX 'B'

**CANCELLATION OF INTERMENT RIGHTS**

Township of Madawaska Valley  
85 Bay Street, Box 1000  
Barry's Bay, ON K0J 1B0  
Tel: (613) 756-2747 Fax: (613) 756-0553  
www.madawaskavalley.ca

By completing this form, the Purchaser seeks to cancel their contract with the Township of Madawaska Valley for interment rights. This form will only be accepted if the following has been satisfied:

- The Purchaser has provided the Municipality with the original Interment Rights Contract/Certificate
- Cancellation complies with the provisions set forth in the *Funeral, Burial & Cremations Services Act, 2002, S.O. 2002, c.33.*

If any portion of the interment rights has been exercised, by the purchaser, or the interment rights holder(s) cancellation of the contract will not be permitted.

**PURCHASER INFORMATION**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Certificate No.: \_\_\_\_\_ Date of Purchase: \_\_\_\_\_

**Cancellation of Interment Rights WITHIN 30 Day Cooling-Off Period**

**Cancellation of Interment Rights AFTER 30 Day Cooling-Off Period**

(Refund is subject to the cost of interment rights, less the amount deposited into the Care and Maintenance Fund, in accordance with the provisions set out in the *Funeral, Burial & Cremation Services Act, 2002*)

I, \_\_\_\_\_, (please print) hereby cancel all interest in the interment rights as provided in the Interment Rights Contract/Certificate No. \_\_\_\_\_.

Upon payment of all applicable refunds, the Agreement for Interment Rights between the Township of Madawaska Valley and the 'Purchaser' will be terminated.

\_\_\_\_\_  
Purchaser Date

\_\_\_\_\_  
Township Clerk or Representative Date

**THE CORPORATION OF THE TOWNSHIP OF TAY**

**BY-LAW NO. 2024-48**

**Being a By-law to Amend By-law 2019-49, Being a By-law to Provide for Rules and Regulations for the Care and Maintenance of Cemeteries Owned and/or Operated by the Township of Tay**

**WHEREAS** the Funeral, Burial and Cremation Services Act, 2002, S.O, 2002, c.33 (the "Act"), regulates the operation of cemeteries in Ontario; and

**WHEREAS** The Corporation of the Township of Tay owns and operates various cemeteries; and

**WHEREAS** Council of the Corporation of the Township of Tay deems it desirable to amend By-Law 2019-49 Being a By-law to regulate the operation, care and control of cemeteries owned and/or operated by the Corporation of the Township of Tay; and

**WHEREAS** public notice of Council's intention to pass this By-Law was provided in accordance with the Act;

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF TAY ENACTS AND BE IT ENACTED AS FOLLOWS:**

1. That Schedule 'A' to By-law No. 2019-49, be replaced with Schedule 'A' attached hereto.
2. That the Clerk is authorized to make changes to this By-law after enactment by Council to correct spelling, punctuation, or grammatical errors, or errors that are of a clerical, typographical or of similar nature.
3. This By-law shall come into force and take effect immediately after the final passing thereof.

**THAT BY-LAW NO. 2024-48 BE ENACTED AS A BY-LAW OF THE TOWNSHIP OF TAY THIS 28<sup>th</sup> DAY OF AUGUST, 2024.**

**THE CORPORATION OF THE TOWNSHIP OF TAY**

  
**MAYOR, Ted Walker**

  
**CLERK, Katelyn Johns**

**SCHEDULE 'A'**  
**BY-LAW NO. 2019-49**

Regulations for the Operation of all Cemeteries Owned and/or  
Operated by the Township of Tay

These rules and regulations governing cemeteries owned and/or operated by the Corporation of the Township of Tay have been approved by Council and the Registrar, FBCSA, Bereavement Authority of Ontario (BAO).

## **TABLE OF CONTENTS**

<b>Section A:</b>	<b>Definitions</b>
<b>Section B:</b>	<b>General Information</b>
<b>Section C:</b>	<b>Sale of Interment Rights</b>
<b>Section D:</b>	<b>Cancellation or Resale of Interment Rights</b>
<b>Section E:</b>	<b>Burial or Scattering of Cremated Remains</b>
<b>Section F:</b>	<b>Memorialization - Monuments and Markers</b>
<b>Section G:</b>	<b>Care and Planting</b>
<b>Section H:</b>	<b>Items that are Prohibited and Permitted</b>
<b>Section I:</b>	<b>Contractor/Monument Dealers</b>

## A. DEFINITIONS

**Act:** Funeral, Burial & Cremation Services Act (FBCSA), 2002, S.O. 2002, c.33, including any provincial Regulations made pursuant to said Act, and specifically Ontario Regulation 30/11 and 184/12 as amended.

**Burial/Interment:** The opening and closing of an in-ground lot or plot for the disposition of human remains or cremated human remains.

**Care and Maintenance Fund:** It is a requirement under the FBCSA 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. Interest earned from this fund is used to provide care and maintenance of lots, plots, markers and monuments at the cemetery.

**Cemetery:** Land, owned and/or operated by the Corporation of the Township of Tay, that has been established as a cemetery under the Act, a private Act or a predecessor of one of them that related to cemeteries, or land that was recognized by the Registrar as a cemetery under a predecessor of the Act that related to cemeteries and includes land that in the prescribed circumstances has been otherwise set aside for the interment of human remains.

**Cemetery Operator:** The Corporation of the Township of Tay which reserves full control over the cemetery operations and management of land within the cemetery grounds.

**Contract:** For purposes of the Cemetery By-Laws, all purchasers of interment rights, or other cemetery supplies and 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-laws, a copy of the Consumer Information Guide and the Price List.

**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:** The Corporation of the Township of Tay.

**Council:** The Council of The Corporation of the Township of Tay.

**Custodian:** Cemetery Custodian as appointed from time to time by the Township.

**Disinterment:** The removal of human remains from a lot, niche or mausoleum.

**Fees & Charges:** The list of Cemetery Fees & Charges established and approved by Council. Also referred to as Price List.

**General Maintenance Account:** The account that has been set aside for maintenance of the Cemetery and for services rendered in connection with its operation.

**Grave:** (Also known as Lot); any in-ground burial space intended for the interment of a child, adult, or cremated human remains.

**Interment Right:** The right to require or direct the interment of human remains or cremated human remains in a grave, lot, niche, or crypt and to authorize the associated memorialization.

**Interment Rights Certificate:** The document issued by the Custodian of the Cemetery to the purchaser once the interment rights have been paid in full, identifying ownership and authority over the interment rights.

**Interment Rights Holder:** Any person or persons designated to hold the right to inter human remains in a specified lot, and "Rights Holder" shall have the same meaning.

**Lot:** For the purposes of these rules and regulations a lot is a single grave space.

**Marker:** Shall mean any permanent approved granite or bronze memorial structure that is set flush and level with the ground, and used to mark the location of a burial or lot.

**Monument:** Any permanent approved granite memorial projecting above the ground installed within the designated space to mark the location of a burial or lot.

**Plot:** For the purposes of this By-Law, a plot is a parcel of land, sold as a single unit, containing multiple lots.

**Pre-need Supplies or Services:** Cemetery supplies or services that are not required to be provided until the death of a person alive at the time the arrangements are made. This is separate from the sale of interment rights.

**Township: The Corporation of the Township of Tay.**

**Transfer of Interment Rights:** An inter vivo (during lifetime) or post mortem (after death) transfer made without any consideration or receipt of funds for such transfer. Such transfer is to be distinguished from a re-sale which is prohibited except to the Cemetery Operator on the terms and conditions as herein forth set out.

## **B. GENERAL INFORMATION**

### **Hours of Operation**

Visitation Hours:	Dawn to Dusk	
Burial Hours:	Monday to Friday	9:00 a.m. – 4:30 p.m.
	Saturday	9:00 a.m. – 4:00 p.m.

### **General Conduct:**

The Cemetery Operator reserves full control over the cemetery operations and management of land within the cemetery grounds.

No person shall cause damage, destroy, remove or deface any property within the cemeteries. No person may play any sport, commit a nuisance, discharge firearms except at a military funeral, and bring any dog or other animal, other than a working animal.

All visitors must conduct themselves in a quiet manner and shall not disturb any service being held.

Children under the age of 12 must be accompanied by an adult who will be responsible for their conduct.

### **By-Law Amendments:**

The cemeteries shall be governed by this Cemetery By-Law, and all procedures will comply with the Funeral, Burial and Cremation Services Act, 2002 and Ontario Regulation 30/11 and 184/12, which may be amended periodically.

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 of their installation.

All By-Laws and By-Law amendments are subject to the approval of the Registrar, Funeral, Burial and Cremation Services, 2002, Bereavement Authority of Ontario (BAO).

### **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 save and except for direct loss or damage caused by gross negligence of the cemetery.

### **Public Register:**

Provincial legislation - Section 110 of Ontario Regulation 30/11 requires all cemeteries and crematoriums to maintain a public register that is available to the public during regular office hours.

### **Pets or Other Animals:**

Pets or other lower animals, including cremated animal remains, are not allowed to be buried on cemetery grounds.

### **Right to Re-Survey:**

The Cemetery Operator has the right at any time to re-survey, enlarge, diminish, replot, 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.

### **Winter Interments:**

No winter interment shall take place between December 1<sup>st</sup> and April 1<sup>st</sup>, unless weather permits and such interment is approved, in writing, by the Cemetery Custodian.

### **Notice of Resale and Transfer of Interment:**

The Cemetery Operator prohibits the resale of interment rights to a third party and will repurchase these rights from the interment rights holder or such other person to whom the interment rights have been assigned, at the price listed on the current price list, less any Care and Maintenance contribution amount previously made.

The Cemetery Operator is not required to repurchase unused interment rights in a plot (more than one lot) if one of the interment rights in the plot has been exercised.

### C. SALE OF INTERMENT RIGHTS

Interment Rights to a lot or plot may be purchased from the cemetery at the rate as set out in Schedule 'B' (Cemetery Price List) to By-law 2021-66 Being a By-law to Establish User Fees and Service Charges for the Township of Tay, and in accordance with approved plans. The prices for Interment Rights include the applicable portion for deposit to the Cemetery's Care and Maintenance Fund.

The purchase of supplies or services will be made directly through the Cemetery Operator.

A Funeral Director may, on behalf of a cemetery customer, make full payment for cemetery services at the time of need and may accept full payment for the services.

A monument company may submit and or accept and submit payment payable to the cemetery operator for monument/marker care and maintenance.

All payments for Interment Rights shall be made to the Cemetery Operator prior to any interment.

The Township shall provide the following to the Interment Rights Holder upon full payment:

- a) Interment Rights Certificate
- b) Invoice marked paid
- c) Copy of the Cemetery By-law Rules and Regulations
- d) Price List
- e) Consumer Information Guide to Funeral, Burials and Cremation Services

The purchase of Interment Rights is not a purchase of Real Estate or real property.

### D. CANCELLATION OF INTERMENT RIGHTS

Purchasers of Interment Rights acquire only the right to direct the burial of human remains and of cremated human remains, and the installation of monuments, markers, and inscriptions, subject to the conditions set out in the Cemetery By-law.

In accordance with the Cemetery By-law, no burial, entombment, or installation of any monument, marker, inscription, or memorialization is permitted until the Interment Rights have been paid in full.

An Interment Rights Certificate will be issued to the Interment Rights Holder(s) when payment has been made in full. **The purchase of Interment Rights is not a purchase of Real Estate or real property.**

#### **Cancellation of Interment Rights within 30 Day Cooling-Off Period:**

- A purchaser has the right to cancel an Interment Rights 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.

### **Cancellation of Interment or Scattering Rights after the 30-Day Cooling-Off Period:**

- Upon receiving written notice from the Interment Rights Holder or their legal representative, the Cemetery Operator will cancel the contract. The Cemetery Operator will repurchase the Interment Right at the price listed on the Cemetery Operator's current price list less the Care and Maintenance Fund contribution made at the time of purchase. The re-purchase and payment to the Rights Holder requesting the sale must be completed within 30 days of the request.
- The Interment Rights Holder requesting the resale of the rights must return the Interment Rights Certificate to the Cemetery 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 Cemetery Operator reimburses the Rights Holder(s).
- If any portion of the Interment Rights has been exercised, the purchaser, or the Interment Rights Holder(s) are not entitled to cancel the contract or re-sell the Interment Rights.

### **Care and Maintenance Fund Contributions:**

- It is a requirement under the FBCSA and O. Reg. 30/11 and 184/12 that a prescribed amount or a percentage of the purchase price (excluding tax) of all Interment Rights sold; and prescribed amounts for monuments and markers is contributed into the Care And Maintenance Fund. Interest earned from this fund is used to provide care and maintenance of lots, plots, markers and monuments at the cemetery. Contributions to the Care And Maintenance Fund are not refundable except when Interment Rights are cancelled within the 30-day cooling off period.

### **Transfer of Interment Rights:**

The Rights Holder may transfer the Interment Rights to another person for no consideration (no money). This must be done with the permission of the Cemetery Operator and in accordance with the Cemetery By-laws. Transfers must be processed through the Cemetery Operator and the following must be provided.

The Interment Rights Certificate endorsed with the following:

- A statement signed by the Rights Holder selling the rights, acknowledging the transfer to the third-party.
- A signed confirmation by the Cemetery Operator that the person transferring the rights is shown as the Rights Holder in the cemetery's records. 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* i.e. Personal Representative, Estate Trustee, Executor or next of kin. A copy of the notarized Will or other documentation may be required to ensure the person requesting the transfer is authorized to do so.
- The date on which the rights were transferred to the third-party.
- The name and address of the third-party transferee.
- A statement of any money owing to the Cemetery Operator in respect to the rights.
- A written statement regarding the Interment Rights that are being transferred and confirmation that they have not been used.
- Any other documents in the Rights Holder's possession relating to the rights.

- A copy of the current Cemetery By-Laws must be provided the transferee.

Once all required documentation and information has been received by the Cemetery Operator from the Rights Holder(s), the Cemetery Operator will issue a new Interment Rights Certificate to the third-party transferee(s).

Upon completion of the above listed procedures, and upon the issuance of the new Interment Rights Certificate, the third-party transferee(s) shall be considered the current Interment Rights Holder(s) of the Interment Rights, and the resale or transfer of the Interment Rights shall be considered final in accordance with the Cemetery By-laws and the FBCSA.

Administration fee:

In the case of a transfer of rights, an administration fee applies for the Cemetery Operator to issue a new rights certificate to the third-party transferee, as applicable. The fee, which is set out on the Cemetery Price List, is also charged for the replacement of lost or damaged certificates.

### **E. BURIAL/INTERMENT OF REMAINS**

- Interment Rights Holder must provide written authorization prior to a burial, or an entombment taking place. Should the Interment Rights Holder be deceased, authorization to the satisfaction of the Custodian 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* (i.e. Personal Representative, Estate Trustee, Executor or next of kin).
- A Burial Permit issued by the Registrar General or equivalent document showing the death has been registered with the province must be provided to the Cemetery Operator's office prior to a burial or entombment taking place. A Certificate of Cremation must be submitted to the Cemetery Operator prior to the burial of cremated remains taking place.
- In accordance with the Act, the purchaser of Interment Rights must enter into a Cemetery Contract, providing such information as may be required by the Cemetery Operator for the completion of the contract and the public register prior to each burial or entombment of human remains or cremated human remains.
- Full payment must be made to the Cemetery Operator before an interment can take place.
- The Cemetery Operator shall be given 2 business days' notice for each burial of human remains.
- The opening and closing of graves may only be conducted by cemetery staff or those designated to do work on behalf of the cemetery.
- Cremated remains are not permitted to be scattered on a grave.
- Cremated remains may be interred in lots other than cremation lots including family plots.
- Human remains may be disinterred from a lot provided that the written consent (authorization) 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 Cemetery Operator's office before the removal of casketed human remains may take place. A certificate from the local Medical Officer of Health is not required for the removal of cremated remains.

- In special circumstances the removal of human remains may be ordered by certain public officials without the consent of the Interment Rights Holder and/or next of kin(s). The Cemetery will be closed to the public during a disinterment. The Cemetery is not responsible for damages occurring during the disinterment or the condition of the casket, vault or urn (due to length of time or solid conditions) and should a new one be needed it will be the responsibility of the person requesting the disinterment.

**Allotted Interments Per Grave:**

- **No more than one (1) casket shall be interred in a single grave (lot) and is recommended it be in a cement vault.**
- **No more than six (6) cremated remain interments shall be permitted with one (1) casket in a single grave (lot).**
- **No more than six (6) cremated remain interments shall be permitted in a single grave (lot).**
- **No more than four (4) cremated remain interments shall be permitted in a cremation grave (lot).**
- **No caskets shall be interred in a cremation grave (lot).**

Interment rights holders must be aware that any cremated remains interred prior to the full casket interment(s), must be disinterred to allow for a full casket interment to occur. There may be additional costs for the cremated remains disinterment as part of the casket opening & closing costs (please see the cemetery price list). Additionally, for better retrievability of the cremated remains, they should be in an urn or container that is non-biodegradable and is not breakable. Regardless, the cemetery is not responsible if there is an issue or failure with the urn or container and there is a leakage of the cremated remains which may not be recoverable. The cemetery is not responsible for damage to the urn or container which may occur during a disinterment. Should a new urn or container be required at the time of disinterment, it shall be at the expense of the party authorizing the disinterment.

**F. MEMORIALIZATION –  
MONUMENTS & MARKERS**

- No memorial or other structure shall be erected or permitted on a lot until all charges have been paid in full and/or a permit is obtained from the Cemetery Operator.
- No monument, footstone, marker or memorial of any description shall be placed, moved, altered, or removed without permission from the Cemetery Operator.
- Memorial trees and memorial benches will only be at a location derived and approved by the Cemetery Operator.
- A memorial vase may be placed on a grave, in a stand at the corner of the marker or as part of a marker.

- Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered normal wear and tear.
- The Cemetery Operator will take reasonable precautions to protect the property of Interment Rights Holders, but it assumes no liability for the loss of, or damage to, any monument, marker, or other structure, or part thereof.
- Memorials – monuments, markers, plaques etc. are owned by the Interment Rights Holder and the Cemetery Operator is not responsible for their loss or deterioration. These memorials should be protected by the Interment Rights Holder's own insurance coverage.
- The Cemetery Operator reserves the right to determine the maximum size of monuments, their number and their location on each lot or plot. They must not be of a size that would interfere with any future interments.
- All foundations for monuments and markers shall be built by, or contracted to be built for, the Cemetery Operator at the expense of the Interment Rights Holder.
- Should any monument or marker present a risk to public safety because it has become unstable, the Cemetery Operator shall do whatever it deems necessary by way of repairing, resetting, or laying down the monument or marker or any other remedy to remove the risk.
- The Cemetery Operator reserves the right to remove at its sole discretion any marker, monument, or inscription which is not in keeping with the dignity and decorum of the cemetery as determined by the Township.
- A monument or other structure shall be erected only after the specific design plans have been approved by the cemetery operator including: dimensions, material of structure, construction details, and proposed location.
- In keeping with the Cemetery By-law only one monument shall be erected within the designated space on any lot.
- All monuments and markers shall be constructed of bronze or monumental grade granite.
- No monument shall be delivered to a Cemetery for installation until the monument foundation has been completed, and the Interment Rights Holder(s) and/or marker retailer have been notified by the Cemetery Operator.
- The minimum thickness for flat markers including footstones is 4 inches or 10 cm. Flat bronze markers only must have a concrete apron around the marker to a depth of 4 inches to prevent the marker from cracking.
- Pillow monuments may have up to an 8" to 5" slope when on a concrete or granite pad and shall be placed at the head of the grave only; otherwise they must be flat.
- One footstone with a flat surface set flush with the ground may be placed at each grave (in addition to the monument). This footstone shall be placed at the end of the grave the farthest from the monument, and may be a maximum size of 30" x 18".

- All monuments taller than 1 foot shall have a minimum 4-foot deep foundation at the Interment Rights Holder's expense.
- Markers and footstones of bronze or monument grade granite are permitted with size and quantity restrictions according to the Cemetery By-law and the placement of such memorials shall not interfere with future interments.

Monument/Marker Sizing for 3'x12' Lots:

**Single lot maximum:**

One headstone, one footstone and four corner posts may be erected on a single lot.

Upright including base	Width 24"	Height 48"	Depth 18"
Pillow including pad	Width 24"	Depth 24"	
Flat markers	Width 24"	Depth 24"	

**Double lot maximum:**

One headstone, two footstones and four corner posts may be erected on a double lot.

Upright including base	Width 60"	Height 48"	Depth 18"
Pillow including pad	Width 60"	Depth 24"	
Flat markers	Width 60"	Depth 24"	

**Triple lot maximum:**

One headstone, three footstones and four corner posts may be erected on a triple lot.

Upright including base	Width 72"	Height 48"	Depth 18"
Pillow including pad	Width 72"	Depth 24"	
Flat markers	Width 72"	Depth 24"	

The minimum thickness of a die shall be 8" (20.32cm)

Width set to allow for placement of corner stones within a lot. Requests outside of the Monument/Marker Sizing outlined above, shall be considered at the discretion of the Cemetery Operator.

Monument/Market Sizing for 4'x10' Lots:

**Single lot maximum:**

One headstone, one footstone and four corner posts may be erected on a single lot.

Upright including base	Width 30"	Height 48"	Depth 18"
Pillow including pad	Width 30"	Depth 24"	
Flat markers	Width 30"	Depth 24"	

**Double lot maximum:**

One headstone, two footstones and four corner posts may be erected on a double lot.

Upright including base	Width 60"	Height 48"	Depth 18"
Pillow including pad	Width 60"	Depth 24"	
Flat markers	Width 60"	Depth 24"	

**Triple lot maximum:**

One headstone, three footstones and four corner posts may be erected on a triple lot.

Upright including base	Width 72"	Height 48"	Depth 18"
Pillow including pad	Width 72"	Depth 24"	
Flat markers	Width 72"	Depth 24"	

The minimum thickness of a die shall be 8" (20.32cm)

Width set to allow for placement of corner stones within a lot. Requests outside of the Monument/Marker Sizing outlined above, shall be considered at the discretion of the Cemetery Operator.

Monument/Marker Sizing for 3'x3' Lots (Cremation Lots):

**Cremation lot maximum:**

One headstone may be erected on a cremation lot.

Pillow including pad      Width 24" Depth 16"

Flat markers                Width 24" Depth 16"

### **G. CARE AND PLANTING**

A portion of the price of Interment Rights is trusted into the Care and Maintenance Fund. The income generated from this fund is used to maintain, secure and preserve the cemetery grounds and markers.

Services that can be provided through this fund include:

- Re-levelling and sodding or seeding of Lots
- Maintenance of cemetery roads, sewers and water systems
- Maintenance of perimeter walls and fences
- Maintenance of cemetery landscaping
- Repairs and general upkeep of cemetery maintenance buildings and equipment

No person other than cemetery staff shall remove any sod or in any other way change the surface of the burial lot in the cemeteries.

No person shall plant trees, flower beds or shrubs in the cemeteries except with the approval of the Township.

Flowers placed on a grave for a funeral shall be removed by the cemetery staff after a reasonable time to protect the sod and maintain the tidy appearance of the cemeteries.

### **H. ITEMS THAT ARE PROHIBITED AND PERMITTED**

The Cemetery Operator reserves the right to regulate the articles placed on lots or plots which may pose a threat to the safety of all Interment Rights Holders, visitors to the cemeteries, and cemetery employees, or which prevent the cemetery from performing general cemetery operations, or which are not in keeping with the respect and dignity of the cemeteries.

Prohibited articles include non-heat resistant glass, ceramics, corrosive metals, loose stones, sharp objects, trellises, arches or benches, will be removed and disposed of without notification or compensation.

The Cemetery Operator reserves the right to disallow or remove quantities of memorial wreaths or flowers considered by the Cemetery Operator to be excessive or that diminishes the otherwise tidy appearance of the cemeteries.

No flower beds, or shrubs or trees may be planted on the grounds.

All flowers must be potted and placed in a stand at the corner of the marker.

### I. CONTRACTOR/MONUMENT DEALERS

Any contract work to be performed within the cemeteries requires the written pre-approval of the Interment Rights Holder and the Cemetery Operator before the work may begin. 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. It is the responsibility of all contractors to provide the necessary approvals before commencing work at any location on the cemetery properties.

Prior to the start of any said work, contractors must provide proof of:

- WSIB coverage
  - Occupational Health and Safety compliance standards
  - Environmental Protection
  - WHMIS
  - Evidence of liability insurance of not less than \$2 million
- All Cemetery By-laws apply to all contractors and all work carried out by contractors within the cemetery grounds.
  - Contractors, monument dealers and suppliers shall not enter the cemeteries in the evening, weekends or statutory holidays, unless approval has been granted by the Cemetery Operator.
  - No work will be performed at the cemeteries except during the regular business hours of the cemeteries.
  - Contractors shall temporarily cease all operations if they are working within 100 metres of a funeral until the conclusion of the service. The Cemetery reserves the right to temporarily cease contractor operations at their sole discretion if the noise of the work being performed by the contractor is deemed to be a disturbance to any funeral or public gathering within the Cemetery.
  - Contractors, monument dealers and suppliers shall lay wooden planks on the burial lots and paths over which heavy materials are to be moved to protect the surface from damage.

<b>APPROVED</b> By the Registrar, Funeral, Burial and Cremation Services Act, 2002, Bereavement Authority of Ontario	<b>APPROUVÉ</b> Par le Registrateur, Loi de 2002 sur les services funéraires et les services d'enterrement et de crémation, l'Autorité des services funéraires et cimetières de l'Ontario
Date: <u>October 11, 2024</u>	

**SCHEDULE 'B'**  
**By-law 2019-49**

Cemeteries Owned and/or Operated by the Township of Tay

**A Comprehensive List of all Cemeteries Owned and/or Operated by the Township of Tay:**

**Active**

1. Victoria Harbour Union Cemetery  
21 Jephson Street, Victoria Harbour
  
2. Waverley United Church Cemetery  
17039 County Rd 27, Elmvale
  
3. Waubaushene Protestant Cemetery  
13691 Highway 12, Waubaushene

**Inactive**

1. Cherry Street Cemetery  
313 Cherry Street, Waubaushene
  
2. St. John's Anglican Cemetery  
2257 Reeves Road, Victoria Harbour
  
3. Huron-Wendat Nation Ossuary  
Windermere Subdivision, Rural Tay

*Revision Date: March 27, 2024*

**UNITED TOWNSHIPS OF HEAD CLARA & MARIA**  
**2026 DRAFT BUDGET OPTIONS – MAY 14, 2026**

LEVELS OF SERVICE /OPERATIONAL SUPPORT		2026					
		Budget	0%	2.5%	5%	7.5%	10%
<b>REVENUE</b>							
Previous Year Surplus		60,000	60,000	60,000	60,000	60,000	60,000
Taxation							
	General Municipal Taxation	934,764	521,906	534,953	548,000	561,047	574,097
	Payment In Lieu/Hydro Dam	247,719	184,905	186,890	188,875	190,860	192,846
General Government Services							
	Fees/Permits/Other Revenues	28,000	35,000	35,000	35,000	35,000	35,000
	OMPF	158,200	158,200	158,200	158,200	158,200	158,200
Protections to Persons & Property Services							
	Fire & Building Permits	4,100	8,100	8,100	8,100	8,100	8,100
Transportation Services							
	Aggregate Resources	1,000	1,000	1,000	1,000	1,000	1,000
Environmental Services							
	Tipping Fees/Recycling Income	20,000	20,000	20,000	20,000	20,000	20,000
Health Services							
	NHSP	33,020	33,020	33,020	33,020	33,020	33,020
Recreational & Cultural Services							
	Hall Rentals & Event Income	16,500	16,500	16,500	16,500	16,500	16,500
<b>TOTAL REVENUE</b>		<b>1,503,303</b>	<b>1,038,631</b>	<b>1,053,663</b>	<b>1,068,695</b>	<b>1,083,727</b>	<b>1,098,763</b>
<b>EXPENSE</b>							
Human Resources							
	Staff/Council Wages/Training & Outsourced Services	640,335	598,985	598,985	598,985	598,985	598,985
General Government Services							
	Election	10,000	10,000	10,000	10,000	10,000	10,000
	Office Supplies & Donations	21,700	21,400	21,400	21,400	21,400	21,400
	Insurance	48,000	48,000	48,000	48,000	48,000	48,000
	Technology	37,300	30,700	30,700	30,700	30,700	30,700
Protections to Persons & Property Services							
	MNR Fire Agreement/Fire Prevention	150	150	150	150	150	150
	911 Dispatch	3,000	3,000	3,000	3,000	3,000	3,000
	OPP & Policing Board	102,000	102,000	102,000	102,000	102,000	102,000

**UNITED TOWNSHIPS OF HEAD CLARA & MARIA**  
**2026 DRAFT BUDGET OPTIONS – MAY 14, 2026**

<b>LEVELS OF SERVICE /OPERATIONAL SUPPORT</b>		<b>2026</b>					
	<b>Budget</b>	<b>0%</b>	<b>2.5%</b>	<b>5%</b>	<b>7.5%</b>	<b>10%</b>	
<b>EXPENSE CONTINUED</b>							
Transportation Services							
Garage/Tools/Memberships	18,700	11,700	11,700	11,700	11,700	11,700	
Road Maintenance/Signage Supplies	1,000	500	500	500	500	500	
Winter Control	114,000	105,100	105,100	105,100	105,100	105,100	
Environmental Services							
Waste Disposal Site Fees & Supplies	6,000	3,500	3,500	3,500	3,500	3,500	
Recycling/Hazardous Waste	20,000	0	0	0	0	0	
Health Services							
Physician Recruitment	2,000	2,000	2,000	2,000	2,000	2,000	
NHSP	33,020	33,020	33,020	33,020	33,020	33,020	
Recreational & Cultural Services							
Hall Supplies	2,300	1,700	1,700	1,700	1,700	1,700	
Events	11,850	11,850	11,850	11,850	11,850	11,850	
Park Supplies	4,500	4,500	4,500	4,500	4,500	4,500	
Library	0	0	0	0	0	0	
<b>TOTAL EXPENSE</b>	<b>1,075,855</b>	<b>988,105</b>	<b>988,105</b>	<b>988,105</b>	<b>988,105</b>	<b>988,105</b>	
<b>ASSET LIFECYCLE SUPPORT</b>		<b>2026</b>					
	<b>Budget</b>	<b>0%</b>	<b>2.5%</b>	<b>5%</b>	<b>7.5%</b>	<b>10%</b>	
<b>REVENUE</b>							
General Government Services							
Land Leases	18,800	18,800	18,800	18,800	18,800	18,800	
Health Services							
Helipad	5,000	5,000	5,000	5,000	5,000	5,000	
<b>TOTAL REVENUE</b>	<b>23,800</b>	<b>23,800</b>	<b>23,800</b>	<b>23,800</b>	<b>23,800</b>	<b>23,800</b>	
<b>EXPENSE</b>							
General Government Services							
Property/Office Security	500	400	400	400	400	400	

**UNITED TOWNSHIPS OF HEAD CLARA & MARIA**  
**2026 DRAFT BUDGET OPTIONS – MAY 14, 2026**

**ASSET LIFECYCLE SUPPORT**

**2026**

**Budget      0%      2.5%      5%      7.5%      10%**

**EXPENSE CONTINUED**

Transportation Services

Garage	13,000	8,200	8,200	8,200	8,200	8,200
Truck	23,000	12,700	12,700	12,700	12,700	12,700
Unpaved Roads	80,300	46,300	46,300	46,300	46,300	46,300
Roadside Maintenance	16,000	0	0	0	0	0
Streetlights	2,000	2,000	2,000	2,000	2,000	2,000

Environmental Services

Truck	6,500	3,300	3,300	3,300	3,300	3,300
new Truck	5,000	1,800	1,800	1,800	1,800	1,800
new Trailer	2,500	500	500	500	500	500
Site Maintenance & Monitoring	55,500	55,500	55,500	55,500	55,500	55,500

Health Services

Cemetery Maintenance	750	750	750	750	750	750
Helipad Maintenance	24,678	5,000	5,000	5,000	5,000	5,000

Recreational & Cultural Services

Park/Boat Launch Maintenance	10,500	2,600	2,600	2,600	2,600	2,600
Hall Maintenance	27,000	25,500	25,500	25,500	25,500	25,500

**TOTAL EXPENSE**

**267,228      164,550      164,550      164,550      164,550      164,550**

**CAPITAL**

**2026**

**Budget      0%      2.5%      5%      7.5%      10%**

**REVENUE**

General Government Services

Transfer from Reserve	150,000	150,000	150,000	150,000	150,000	150,000
Transfer from Reserves 2 bal capt	0	114,020	114,020	114,020	114,020	114,020
Tr from Reserves to bal budget		90,224	75,192	60,160	45,128	30,092

Transportation Services

OCIF	30,000	30,000	30,000	30,000	30,000	30,000
Transfer from Reserve	75,000	75,000	75,000	75,000	75,000	75,000

Recreational & Cultural Services

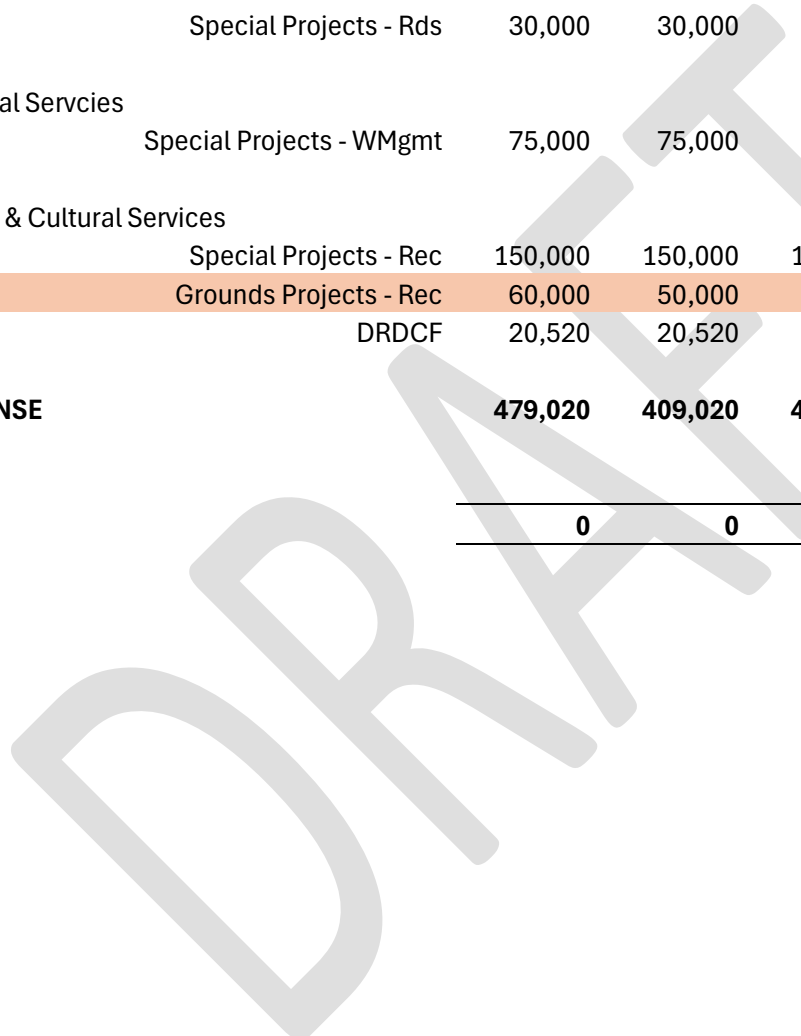
DRDCF	15,000	15,000	15,000	15,000	15,000	15,000
Stonecliffe Boat Launch	25,000	25,000	25,000	25,000	25,000	25,000

**TOTAL REVENUE**

**295,000      499,244      484,212      469,180      454,148      439,112**

**UNITED TOWNSHIPS OF HEAD CLARA & MARIA**  
**2026 DRAFT BUDGET OPTIONS – MAY 14, 2026**

CAPITAL	Budget	2026				
		0%	2.5%	5%	7.5%	10%
<b>EXPENSE</b>						
General Government Services						
Special Project - Admin	77,000	77,000	77,000	77,000	77,000	77,000
Special Project - Admin	6,500	6,500	6,500	6,500	6,500	6,500
Reserve Loan Payments	60,000	0	0	0	0	0
Transportation Services						
Special Projects - Rds	30,000	30,000	30,000	30,000	30,000	30,000
Environmental Services						
Special Projects - WMgmt	75,000	75,000	75,000	75,000	75,000	75,000
Recreational & Cultural Services						
Special Projects - Rec	150,000	150,000	150,000	150,000	150,000	150,000
Grounds Projects - Rec	60,000	50,000	50,000	50,000	50,000	50,000
DRDCF	20,520	20,520	20,520	20,520	20,520	20,520
<b>TOTAL EXPENSE</b>	<b>479,020</b>	<b>409,020</b>	<b>409,020</b>	<b>409,020</b>	<b>409,020</b>	<b>409,020</b>
		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>





# Council Member Committee/Local Board Report

**Council Member:** Councillor Kelly-Chamberlain

**Report Date:** 2026-05-13

**1. Committee Name**  
Library Board

**2. Purpose of the Committee/Local Board** (Provide a brief description of the committee's mandate, mission, or primary objectives.):

**Mission Statement**

**Head, Clara & Maria Public Library exists to promote intellectual growth and improvements in the quality of life through library materials and services that meet the unique needs of this widely dispersed rural community**

**Vision Statement**

**The Head Clara Public Library is a leader in celebrating lives through knowledge and information.**

**The library provides accessible service.**

**The library is a recognized contributor to the high quality of life in the community through exceptional services and valued partnership.**

**3. Recent Meetings**

- **Date(s) of Meeting—May 5<sup>th</sup>2026**
- **Topics discussed—May Madness—May 23<sup>rd</sup>**
- **All Policies that needed to be reviewed are done.**
- **Volunteer Appreciation Day as well as the unveiling of Marlene's Cozy Corner is June 14<sup>th</sup> –posters placed at Mail boxes**
- **3 new volunteers for our Saturday's have been trained.**

- **Decisions Made** (List key decisions, approvals, or recommendations made by the committee.):

#### 4. Progress on Initiatives

- **Ongoing Projects/Tasks** (Summarize progress on key initiatives or projects the committee is overseeing; Mention timelines, milestones achieved, or challenges faced.): **David Balla-Boudreau has volunteered to work on the History Project**
- **New Initiatives** (Highlight any new initiatives that the committee has started or proposed.): Click or tap here to enter text.

#### 5. Implications for Council

- **Items Requiring Council Attention** (List any decisions or input required from Council.): **The MOU between Municipality & Library to continue being worked on**

- **Budgetary/Financial Considerations** (Outline any impacts on municipal budgets or funding needs related to committee activities.):

Click or tap here to enter text.

- **Policy/Bylaw Impacts** (Identify any policy changes or bylaw implications from the committee's work.): Policies are being reviewed and updated at every meeting until all have been completed.

#### 6. Upcoming Meetings

- **Next Meeting Date:** June 2<sup>nd</sup> 2026

- **Planned Agenda Items** (Highlight key topics for upcoming discussions.):

**7. Additional Information** (Include any other relevant information, such as community engagement efforts, partnerships, or public feedback.)

Click or tap here to enter text.

**8. Recommendations to Council (if applicable):**  
(Clearly state any recommendations the committee has for Council.)



*BYLAW NUMBER 2026-07*

BEING A BYLAW TO CONFIRM THE PROCEEDINGS OF COUNCIL

---

**Legal Authority**

**Scope of Powers**

Section 8(1) of the *Municipal Act*, 2001, S.O. 2001, c.25, ("*Municipal Act*") as amended, provides that the powers of a municipality shall be interpreted broadly so as to confer broad authority on municipalities to enable them to govern their affairs as they consider appropriate, and to enhance their ability to respond to municipal issues.

**Powers of a Natural Person**

Section 9 of the *Municipal Act* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act.

**Powers Exercised by Council**

Section 5 (1) of the *Municipal Act* provides that the powers of a municipality shall be exercised by its Council

**Powers Exercised by By-law**

Section 5(3) of the *Municipal Act* provides that a municipal power, including a municipality's capacity, rights, powers and privileges under section 9, shall be exercised by bylaw unless the municipality is specifically authorized to do otherwise.

**Preamble**

Council for the Corporation of the United Townships of Head, Clara and Maria ("Council") acknowledges that many of the decisions it makes during a meeting of Council, regular, special, or otherwise, are done by resolution. Section 5 (3) of the *Municipal Act* requires that Council exercise their powers by Bylaw.

Council further acknowledges that the passing of resolutions is more expedient than adopting Bylaws for each decision.

**Decision**

Council of the Corporation of the United Townships of Head, Clara and Maria decides it in the best interest of the Corporation to confirm its decisions by way of Confirmatory Bylaw.

**Direction**

**NOW THEREFORE** the Council of the Corporation of the United Townships of Head, Clara and Maria directs as follows:

1. The Confirmatory Period of this By-Law shall be for the Special Council meeting of May 8, and the Regular Meeting May 21, 2026.
2. All By-Laws passed by the Council of the Corporation of the United Townships of Head, Clara and Maria during the period mentioned in Section 1 are hereby ratified and confirmed.
3. All resolutions passed by the Council of the Corporation of the United Townships of Head, Clara and Maria during the period mentioned in Section 1 are hereby ratified and confirmed.
4. All other proceedings, decisions, and directives of the Council of the Corporation of the United Townships of Head, Clara and Maria during the period mentioned in Section 1 are hereby ratified and confirmed.
5. This Bylaw takes effect on the day of its final passing.

Read and adopted by Resolution 2026-048 this 21<sup>st</sup> Day of May 2026.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk