

THE CORPORATION OF THE TOWNSHIP OF NORTH FRONTENAC

BY-LAW #08-12

Being a By-law to repeal By-law #7-98 and to enact a By-law to Regulate and Govern the Operation of Cemeteries within the Township of North Frontenac

WHEREAS pursuant to Section 50(2) of the Cemeteries Act (Revised), R.S.O. 1990, Chapter C.4 the owner of a cemetery may make by-laws affecting the operation of the cemetery;

AND WHEREAS the Council of The Corporation of the Township of North Frontenac deems it expedient to pass such a by-law;

NOW THEREFORE the Council of The Corporation of the Township of North Frontenac hereby enacts as follows:

1. **THAT** this by-law shall be entitled the "Cemetery By-law".
2. **THAT** the Rules and Regulations for the Cemeteries are outlined in Schedule "A" attached hereto and forming part of this By-law is hereby adopted.
3. **THAT** the Tariff of Fees for the Cemeteries as outlined in Schedule "B" attached hereto and forming part of the By-law is hereby adopted.
4. **THAT** the Authorization for Interment Form as outlined in Schedule "C" attached hereto and forming part of the By-law is hereby adopted.
5. **THAT** the Authorization to Transfer as outlined in Schedule "D" attached hereto and forming part of the By-law is hereby adopted.
6. **THAT** the Certificate of Interment Rights as outlined in Schedule "E" attached hereto and forming part of the By-law is hereby adopted.
7. **THAT** the Contract for Purchase of Interment Rights as outlined in Schedule "F" attached hereto and forming part of the By-law is hereby adopted.
8. **THAT** all resolutions, By-laws or parts of By-laws passed prior to this By-law which are contrary to or inconsistent with this By-law are hereby repealed.
9. **THAT** this by-law shall come into force upon final passing hereto and written approval from the Ministry of Consumer Services.

READ a first and second time this 23rd day of January, 2012.

MAYOR

CLERK

READ a third time and passed this _____ day of _____, 2012.

MAYOR

CLERK

Schedule A to By-law #08-12 Rules and Regulations

DEFINITIONS

Act shall mean the Cemeteries Act (Revised), R.S.O. 1990, Chapter C.4.

Authorized Person shall mean a person authorized by the Interment Rights Holder in writing through an Authorization or in the case of the Interment Rights Holder is deceased the Executor shall be the authorized person.

Burial Permit shall mean a permit issued by Division Registrar indicating that death has been registered.

Care and Maintenance Fund shall mean the trust fund in which all monies received by the Municipality for Care and Maintenance of Lots, Plots, graves and/or Monuments have been invested.

Cemetery shall mean the land set aside to be used for the interment of human remains and includes a mausoleum columbarium or other structure intended for the interment of human remains, under the jurisdiction of The Corporation of the Township of North Frontenac.

Cemetery Services shall mean in respect to a Lot or Plot; opening and closing of a Lot or Plot, interring or disinterring human remains, construction of a Foundation for a Marker, setting of corner posts, providing a tent or canopy, carrying and lowering devices and ground cover for an interment service.

Certificate of Cremation shall mean a certificate issued by a crematorium that has been established with the consent of the Registrar and is owned by an owner licensed under the Act.

Certificate of Interment Rights shall mean the indenture certificate approved by the Ministry of Consumer Services and issued by the owner of the Cemetery to the purchaser of the Lot or Plot.

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

Contract shall mean the indenture contract approved by the Ministry of Consumer Services entered into by the purchaser of the Lot or Plot and the owner of the Cemetery.

Corner Posts shall mean any stone or other landmarks set flush with the surface of the ground and used to indicate the corners of the Lot or Plot.

Cremation Lot shall mean any burial space in a Cemetery containing or set aside to inter not more than two cremated human remains. The standard size of a Lot is three (3) feet by three (3) feet.

Die Stone shall mean the part of a Monument used for inscribing.

Foundation shall mean the belowground concrete structure upon which rests the base stone.

Grave shall mean any burial space within a Lot or Plot area.

Grave Opener shall mean the person(s) recognized by The Corporation of the Township of North Frontenac to open and close graves within the cemeteries.

Inter shall mean the burial or interment in the Cemetery of the body or remains of a human being.

Interment Rights shall include the right to require or direct the interment of human remains in a Lot or Plot.

Interment Rights Holder shall mean the owner, authorized person(s), heirs or assigns who may require or direct the interment of human remains in a Lot or Plot.

Lot shall mean a single grave in a Cemetery containing or set aside to contain human remains. The standard size of a Lot is ten (10) feet by four (4) feet.

Marker shall mean any permanent memorial lying flush with the ground.

Ministry shall mean the Ministry of Consumer Services.

Monument shall mean any permanent memorial projecting above the ground level.

Monument Base shall mean the part of a monument used to support the die stone.

Municipality shall mean The Corporation of the Township of North Frontenac.

Owner shall mean the party or parties listed in the records of the Cemetery as the Interment Rights holder.

Plot shall mean two or more graves (Lots) in which the rights to inter have been sold as a unit.

Registrar shall mean the Registrar appointed under the Act.

Tariff of Fees shall mean a price list for the sale of Cemetery services that forms part of the Cemetery By-law and is deposited with the Ministry of Consumer Services.

SALE AND TRANSFER OF LOTS AND PLOTS

1. No person shall sell interments rights unless that person does so on behalf of the Municipality in a licensed Cemetery.
2. Interment Rights in Lots and Plots may be purchased from the Municipality at the rates filed with the Ministry and according to the plans approved by the Ministry.
3. Interments Rights Holders of Lots and Plots acquire only the right and privilege of burial of the dead and of constructing Monuments and placing Markers, subject to the Cemetery By-law in force at the time.
4. Payments for Lots and Plots shall be made at the Municipal Office.
5. All prices for Cemetery Lots, Plots and services are set out in the most recent Tariff of Fees that has been filed with the Ministry; the prices include the applicable portion for deposit to the Care and Maintenance Fund. These fees may be amended from time to time by Resolution of Council, subject to the approval of the Registrar.
6. The Municipality shall keep such records and accounts as are necessary for properly recording all matters, acts, interments, Interment Rights Certificates and matter pertaining to the Cemetery as may be prescribed.
7. The Municipality shall keep such records and accounts as are necessary for properly recording and exhibiting all financial matters pertaining to the Cemetery as may be prescribed.
8. The Municipality shall maintain and invest in a trust account the Care and Maintenance Fund in accordance with the provisions and regulations of the Act. No capital portion shall be withdrawn by the Municipality.
9. The Municipality shall provide each Interment Rights Holder at the time of the sale with a:
 - a) copy of the Contract.
 - b) copy of the Cemetery By-law.
 - c) Certificate of Interment Rights.
10. A Certificate of Interment Rights shall include the following:
 - a) the name of the Interment Rights holder.
 - b) the location of the Lot or Plot.
 - c) the date on which the Interment Rights are purchased.
 - d) the amount deposited in the Care and Maintenance Fund for the Interment Rights.
11. To ensure the correctness of records of ownership and interments, no transfer of any Interment Rights or any interest therein shall be binding upon the Municipality until Notice is given in writing to the Municipality specifying the name and address of the proposed transferee and date of transfer, and such particulars have been entered in the records for that purpose, as attached in Schedule "D".

12. In cases of transmission of ownership by Will or Bequest of Interment Rights the Municipality shall require a certified copy of the document.
13. Interment Rights Holders shall not permit interments to be made in their Lots or Plots for remuneration and shall not sell their Lots or Plots for remuneration.
14. An Interment Rights Holder may require by written demand the Municipality to repurchase the rights at any time before they are used. The amount deposited into the Care and Maintenance Fund will not be reimbursed.
15. If the original selling price of a Lot or Plot is unknown the amount to be reimbursed will be \$25.00.
16. In accordance with the Act the Municipality shall not reimburse the Interment Rights for more than four Lots held by the same Interment Rights Holder.
17. No refund shall be made for any Lot or Plot if any Interment Rights have been exercised.
18. The Contract shall be deemed cancelled if the Municipality has reasonable grounds to believe that the holder of the Certificate of Interment Rights has or would have reached 120 years of age and if the Municipality is unable, making reasonable efforts to determine if the beneficiary is alive.
19. Interment Rights Holders may install corner posts. These must be installed in the presence of a Municipal Representative. The Markers must be flush with the ground.
20. The Municipality shall require a written request for permission for any Interment other than the Interment Rights Holder for each Lot or Plot. In the event the Interment Rights Holder is deceased an Authorization for Interment, as attached as Schedule "C" shall be completed.

INTERMENTS AND DISINTERMENTS

1. No interments shall take place unless the purchase price of the Interment Rights has been paid in full.
2. Notice of each Interment to be made shall be given to the Municipality at least one business day (if possible) previous thereto. Information to be provided with such Notices shall be the name of the person to be interred; date of death; Lot or Plot location; name and address of deceased's nearest relative or designated contact person; the name of the Funeral Director and if the remains are to be cremated, the size of the container holding the cremated remains.
3. It shall be the responsibility of the deceased's family or the Funeral Director to arrange and pay for the grave opening. The Municipality will provide the family or

Funeral Director with the name of the individual responsible for opening the grave. Grave openers shall adhere to the following regulations:

- a) Each grave shall be of sufficient depth to give a covering of at least two feet of earth over the outside cover.
 - b) Not more than one casket interment shall be made in a Lot. One casket burial and two cremation interments may be made in a Lot. No more than four cremation interments shall be made in a Lot.
 - c) Planks are to be laid on Lots, Plots and paths in which machinery will be moved and any ruts made shall be repaired by the Grave Opener at their expense.
 - d) To treat the Cemetery with respect.
4. The Municipality shall not be liable for any damages or costs of correction which have resulted from unauthorized burials.
 5. No Lot or Plot shall be opened or closed by any person not in the employ or under the direction of the Municipality.
 6. A Burial Permit or Certificate of Cremation shall be submitted to the Municipal office no later than ten business days following the interment.
 7. Bodies of any lower animal shall not be placed in any Lot or Plot.
 8. Disinterment shall not be made without the written consent of the local Medical Officer of Health, the Municipality, and the Interment Rights Holder or Authorized Person(s).
 9. No Interments shall be made between December 1 and March 31, except in the case where the deceased has died from a contagious disease. Arrangements for the remains of the deceased are the responsibility of the deceased's family or Funeral Director.

CARE OF LOTS AND PLOTS

1. Trees or shrubs are prohibited from being placed in the cemeteries.
2. General Caretaking of the cemeteries shall be provided by the Municipality.
3. Plants, artificial or real, shall be placed in proper receptacles attached to Monuments. Planting of borders around Lots or Plots is prohibited.
4. In order to preserve the proper appearance of the Cemetery, plants, old flower containers, artificial flowers, and loose articles not cared for shall be removed from the Cemetery property.
5. The Municipality shall not be responsible for loss or damage to any articles upon any Lot, Plot or Grave.
6. No unauthorized person shall sod or move corner posts or grave Markers.

7. The construction or installation of borders, fences, railings, walls or cut stone copings in or around Lots or Plots is prohibited.
8. Costs incurred in the removal of any unauthorized foliage, borders, fences, railings, walls or cut stone copings undertaken by the Municipality shall be at the expense of the Interment Rights Holder.
9. If a Monument presents a risk to public safety due to its instability, the Municipality shall do whatever is necessary by way of repairing, resetting or laying down the Monument so as to remove the risk.

MONUMENTS AND MARKERS

1. The municipality must be advised prior to any construction work taking place in the cemetery. The municipality will not be liable for any damages or costs of correction or restoration for any markers which have not been located in accordance with Municipality's instructions. Any person or persons, who damages any plot, marker or other structure or otherwise does any injury to the cemetery, shall be personally responsible for the damage or injury, and in addition thereto, his employer shall be liable therefore.
2. All markers or monuments installed in the Cemetery shall have the proper amount of money, as set out in the Tariff of Fees, deposited in the care and maintenance fund.
3. No inscriptions shall be placed on any Marker or Monument which is not in keeping with the dignity and decorum of the Cemetery.
4. Minor scraping of the base portion of the upright Monuments due to the mowing operation is considered by the Municipality to be normal wear.
5. The Municipality shall take reasonable precautions to protect the property of the Interment Rights Holder, but it assumes no liability for the loss of or damage to, any Monument or part thereto except where such damage or loss is due to its negligence.
6. The maximum length of any Foundation shall be confined to within eight inches from either side of the width of the Lot or Plot and shall not exceed a width of sixteen inches.
7. No Monument shall be thick enough in the base to interfere with any future interments.
8. Not more than one Monument shall be erected on any one Lot, and this must be placed at the end of the Lot reserved for the Monument, unless adjoining Lots are owned by the same Interment Rights Holder and both sides of the Monument can be used.

9. The minimum thickness of a Monument shall be six inches. Should a Monument exceed three feet in overall height then the minimum thickness of a Monument shall be eight inches.
10. The Die Stone must be installed on a granite base. The height of the Monument Base shall not exceed twelve inches with a minimum of eight inches. The surface of the Monument Base must be both longer and wider than the Die Stone and in proper proportion to the Die Stone to be becoming to the Cemetery.
11. The Foundation shall be built in the designated space and in the proper dimensions of the Monument base. Foundations will not be less than 54 inches deep and they will be installed at the Municipality's direction.
12. The Foundation surface shall be flush with the surrounding ground level and shall provide a level surface free of defects and smoothly trowelled.
13. All debris from the installation shall be removed and the Lot or Plot raked after the installation of a Foundation, at the Monument Company's expense.
14. No book or pillow Markers shall be less than six inches in height. Such installations shall be placed on a precast pad or on a six inch granite base.
15. Markers shall not exceed 60% of the Lot or Plot width and shall not be so deep as to interfere with future interments.
16. One Marker (footstone) may be placed on a Lot. The Marker shall be placed at the end opposite the Monument.
17. The minimum thickness of all Markers shall not be less than four inches and the bottom shall be true and level.

ACCESS

1. The gates permitting vehicle access shall be closed, except during an Interment.
2. No unauthorized vehicles shall be permitted within the boundaries of the Cemetery.
3. No All Terrain Vehicles (ATV) or Snowmobiles are permitted within the boundaries of the Cemetery.
4. Children under the age of sixteen shall be accompanied by an adult.
5. Pets shall not be permitted within the boundaries of the Cemetery.

WAIVER OF LIABILITY

The Municipality will not be liable for any damages which have occurred and/or costs of correction which involve burials which have taken place prior to the Municipality's assumption of any Cemetery.

PENDING

**Schedule B to By-law #08-12
Tariff of Fees**

	Interment Rights	Care and Maintenance*	Total
Lot	\$175.00	\$150.00	\$325.00
Cremation Lot	\$100.00	\$40.00	\$140.00
Lot (Non-resident)	\$250.00	\$150.00	\$400.00
Cremation Lot (Non-Resident)	\$175.00	\$70.00	\$245.00

Fees for Markers or Monuments*

Marker/Monument	Care and Maintenance*
Flat Marker Less than 173 square inches	\$0
Flat Marker Greater than 173 square inches	\$50.00
Upright Monument Less than 4 feet in height or length	\$100.00
Upright Monument Greater than 4 feet in height or length	\$200.00

* In Accordance with the *Cemeteries Act R.S.O. 1990, Chapter C.4, Ontario Regulation 132/92 Section 4(1)*.

Note: All fees are subject to any applicable Taxes

Schedule E to By-law #08-12

CERTIFICATE OF INTERMENT RIGHTS

Certificate # _____

Pursuant to the Cemeteries Act (Revised) and Regulations and all the amendments thereto, BETWEEN:

The Corporation of the Township of North Frontenac

Operating the _____
(Name of Cemetery)

Hereinafter called "The Cemetery Owner"

AND _____

Hereinafter called "The Purchaser"

In consideration of the sum of _____ Dollars (\$ _____), receipt of which is hereby acknowledged, and which included the sum of _____ Dollars (\$ _____), for Care and Maintenance which is deposited with the Township, the Cemetery Owner agrees to assign to the Purchaser the Burial of Interment Rights as Follows:

In Cemetery: _____

Lot: _____ Plot _____, Section _____, Spaces _____, Area of _____ square feet

Cremation Lot: _____ Plot _____, Section _____, Spaces _____, Area of _____ square feet

Date of Purchase: Day _____, /Month _____, /Year _____,

The Purchaser, by acceptance of this certificate indicated that the By-Laws governing the operation of the cemetery have been received and read, and agrees to be guided by the said By-Laws as well as the provisions of the Cemeteries Act(Revised) as if these were included as part of this certificate.

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

With respect to the erection or installation of markers, the Purchaser agrees to abide by the By-laws of the cemetery, wherein restrictions on the erection or installation of markers are given and by which By-Laws are 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 , 20__ .

As per _____
(Clerk)

Schedule F to By-law #08-12

CONTRACT FOR PURCHASE OF INTERMENT RIGHTS OR CEMETERY SUPPLIES OR SERVICES

IN _____ (name of cemetery)

OPERATED BY

The Township of North Frontenac
P.O. Box 97
Plevna ON K0H 2M0

DATE OF PURCHASE (Day/Month/Year): _____

BILL TO:

RIGHTS TO:

DECEASED (At Need Only)

Name: _____
Place of Death: _____
Date of Death (Day/Month/Year): _____
Funeral Director/Transfer Services: _____

INTERMENT RIGHTS:

Lot: _____ Plot _____ Section _____ Spaces _____ Area of _____ Sq.ft.

Cremation Lot: _____ Plot _____ Section _____ Spaces _____ Area of _____ Sq.ft.

Subtotal (Interment Rights) \$ _____

Amount to Care and Maintenance: \$ _____
Repurchase Price: \$ _____

SERVICES/SUPPLIES (At-Need _____ Pre-Need _____)

(Please list all services provided by the cemetery)

Interment Fees \$ _____
Markers \$ _____

Subtotal (Services/Supplies) \$ _____

Amount to Care and Maintenance (Markers) \$ _____

TOTAL COSTS

SUBTOTAL (INTERMENT RIGHTS & SERVICES/SUPPLIES) \$ _____
HST (Where applicable) \$ _____
PST (Where applicable) \$ _____
TOTAL SALE \$ _____
LESS DOWN PAYMENT \$ _____
BALANCE DUE \$ _____

It is agreed between the parties that the contract is subject to the By-Laws of the cemetery and the Purchaser hereby acknowledges receipt of a copy of the By-Laws and the "Conditions of Contract" attached have been read and understood.

ORDERED BY: _____ (Signature of Purchaser)

(Signature of Cemetery Owner/Cemetery Representative)

CONDITIONS OF CONTRACT

A CONTRACT FOR THE PURCHASE OF INTERMENT RIGHTS INCLUDES:

The right of the purchaser, by written demand, to request the cemetery owner to repurchase the rights before they are used.

- The cemetery owner shall repurchase the interments rights within thirty days from the date the written demand was received.
- The repurchase price of the interment rights shall be determined by establishing the amount paid by the purchaser for the rights less the amount that the cemetery owner paid into the Care and Maintenance Fund, or the predecessor of such a fund, in respect of the interment rights.
- In accordance with the By-Laws of the cemetery, the following restrictions on the exercising of the interment rights apply:
 - a) Notice of each interment to be made shall be given to the Municipality at least one business day prior thereto. Information to be provided with such notices is date of death, plot location, name of person to be interred, name and address of deceased's designated contact person, if the remains are cremated and the size of the container holding the cremated remains, name of funeral director.
 - b) It will be the responsibility of the deceased's family or the funeral director to arrange and pay for the grave opening by the Municipal grave opener.
 - c) The Municipality will not be liable for any damaged or costs of correction which have resulted in unauthorized burials.
 - d) Bodies of lower animals shall not be placed in any plot.
 - e) Disinterment shall not be made without the written consent of the local medical officer of health, the municipality and the interment rights holder or authorized persons.
- In exercising the interment rights contracted herein, the following documents are required: **Burial Permit or Certificate of Cremation, Certificate of Interment Rights**
- In accordance with the By-laws of the cemetery the following restrictions/requirements apply with respect to cemetery supplies and services purchased from a source other than the cemetery:
 - a) The municipality must be advised prior to any construction work taking place in the cemetery. Furthermore the municipality has the right to request authorization in writing and signed by the interment rights holder, for any construction work if the municipality deems that written permission is necessary. The municipality will not be liable for any damages or costs of correction or restoration for any markers which have not been located in accordance with Municipality's instructions. Any such damages or costs will be the responsibility of the person or persons issuing the incorrect or improperly authorized instructions. Any person or persons, who damages any plot, marker or other structure or otherwise does any injury to the cemetery, shall be personally responsible for the damage or injury, and in addition thereto, his employer shall be liable therefore.
 - b) Monuments no wider than thirty inches (base included) are allowed on a single or double grave width plot. Monuments no wider than sixty inches (base included) are allowed on a triple width plot. Regulations for monuments are to mowers and trimmers to pass between adjacent monuments and to keep appropriate spacing for aesthetic reasons.
 - c) All monuments taller than one foot shall have a four foot deep foundation at the owner's expense.
 - d) No marker, footstones or memorial of any kind shall be placed, moved, altered or removed without authorization from the Municipality.
 - e) All markers installed in the Cemetery shall have the proper amount of money deposited in the care and maintenance fund as regulated in the Cemeteries Act.
 - f) Flat markers must be at least 4 inches thick and have a concrete apron around the marker to a depth of four inches. This is to prevent the monuments cracking.
 - g) All monuments must conform to the following height restrictions:
 - i) monuments up to 32" high must be at least 6" thick.
 - ii) monuments from 32" to 40" must be at least 7" thick.
 - iii) monuments from 40" to 55" must be at least 8" thick.
 - iv) any monument more than 55" must have plans submitted for committee approval and may be denied for practical reasons.
 - h) Corner posts are required. They must be installed at the corners of the plots and flush with the ground. A committee member must be present. No unauthorized person shall move corner posts or grave markers.
 - i) One footstone with a flat level 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 furthest from the monument.
 - j) All markers and monuments must be constructed of natural stone or bronze.
 - k) No inscription shall be placed on any marker which is not in keeping with the dignity and decorum of the cemetery.
 - l) Any monument found to be unstable or dangerous because it is unstable, the Municipality shall do whatever is necessary by way of repairing, resetting or lying down until repairs can be made by the owner, so as to remove the risk.
 - m) No marker may be installed on a lot until all arrears connected with that lot have been paid in full.
 - n) The cemetery reserves the right to remove any markers found to be in contravention of these regulations.
 - o) All flowers must be placed off the ground. All flowers must be potted and placed in a stand to be placed at the corner of the marker. Fresh flowers, smaller pots and wreaths may be placed on a grave to commemorate special occasions, however, the cemetery assumes no responsibility and will remove these and the containers when they become unsightly or a hindrance to the operation of the cemetery. Vases, urns and flower stands not properly cared for, and such are not filled with plants by the 20th day of June in any year, will be removed. Flower stands must be removed by the 15th day of November each year.
 - p) No glass containers of any kind will be permitted in the cemetery.
 - q) No flowers or flower beds may be planted on the ground.
 - r) Dwarf trees and shrubs and decorations in the cemetery must meet the approval of the committee. The Cemetery reserves the rights to remove any that does not due to type or shape and to prune any that grow large. Removal of any unauthorized foliage will be undertaken by the municipality at the expense of the interment rights holder, if removal costs are incurred.
 - s) No chair or bench, wooden or wire trellis, borders, fences, railings, walls, arches or similar articles shall be brought to, constructed or left upon the lots.
 - t) The Municipality will not be responsible for loss or damage to any portable article left in the cemetery.
- If a purchaser transfers an interment right, the purchaser shall give notice of the transfer to the cemetery owner, in writing, and return the original certificate of interment rights. The cemetery owner shall issue a new certificate of interment rights to the transferee.
- In accordance with the By-Laws of the cemetery, the following restrictions on the transfer of interment rights apply:
 - a) A person shall not sell interment rights unless that person does so on behalf of the Municipality.
 - b) To ensure the correctness of ownership and interments, no transfer of any interment rights or any interest therein shall be binding upon the Municipality until notice is given in writing to the Municipality specifying the name and address of the proposed transferee and the date of transfer, and such particulars have been entered in a register for that purpose.
 - c) In cases of transmission of ownership by Will or bequest of interment rights the Municipality reserves the right to require a copy of the Will.
- The resale of interment rights by the purchaser is prohibited.
- The certificate of interment rights shall not be issued until the interment rights have been paid for.