

CORPORATION OF THE TOWNSHIP OF MCKELLAR

BY-LAW NO. 2025-XX

**Being a By-law to Establish Rules and Regulations for
the Management and Control of All Cemeteries
Owned by the Corporation of the Township of
McKellar and to Repeal By-law No. 2012-14; By-law
No. 2012-18 and By-law No. 2016-06**

WHEREAS Section 150 of *Ontario Regulation 30/11*, made under the *Funeral, Burial and Cremation Services Act, 2002*, provides that the operator of every cemetery may pass By-laws affecting the operations of the cemetery; and

WHEREAS no such By-law comes into force or takes effect until it has been filed with and approved by the Registrar, as required under Section 151 of the *Funeral, Burial and Cremation Services Act, 2002*; and

WHEREAS the Council of the Corporation of the Township of McKellar deems it desirable to enact a By-law to regulate the operation of Municipal cemeteries within the Township of McKellar; and

WHEREAS By-law 2012-14; By-law 2012-18 and By-law 2016-06 and all amendments thereto, are hereby repealed;

NOW THEREFORE the Council of the Corporation of the Township of McKellar enacts as follows:

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SECTION A. DEFINITIONS

For the purposes of this By-law and forms, contracts or policies in relation to this By-law:

Act: Shall mean the *Funeral, Burial and Cremation Services Act, 2002*, as amended and Ontario Regulation 30/11.

Business Hours: Shall mean any hours between 8:30 a.m. and 4:30 p.m. on Mondays, through Fridays, excluding statutory holidays and any other days that the Township Municipal Office is not open for business.

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

By-laws: The rules under which the cemetery operates.

Care and Maintenance Fund: The FBCSA, O. Reg. 30/11 and O. Reg. 184/12 require that an amount of money, that is the greater of a minimum prescribed amount and a percentage of the purchase price (excluding tax) of all interment rights sold, transferred or assigned; and prescribed amounts for monuments and markers, be contributed into the operator’s care and maintenance trust fund. Interest earned from this Care and Maintenance Fund is used to cover the costs of care and maintenance of the cemetery, including markers and monuments, in perpetuity.

Cemetery: Shall mean every cemetery owned and/or operated by the Corporation of the Township of McKellar (Owner License No. 3293741) including:

Lakeview Cemetery	Balsam Road	Active
Hurdville Cemetery	550 Hurdville Road	Active
St. Stephen’s Church Cemetery	11 Dickinson Road	Active
United Church Cemetery	4 Mary Street	Inactive
Thompson Cemetery	577 Highway 124	Inactive
Chisholm Cemetery		Inactive

Cemetery Operator: Shall mean the Corporation of the Township of McKellar, also known as the ‘Township’.

Certificate of Interment Rights: Shall mean the cemetery certificate issued by the Township of McKellar once Interment Rights have been paid in full, of the right to inter human remains in a lot, specifying the ownership of the Interment Rights and memorialization options.

Contract: A written contract between the cemetery operator and the purchaser of interment rights or other cemetery supplies and services. Purchasers shall receive a copy of the signed contract detailing the obligations of both parties and acknowledging 1. Receipt of the cemetery by-laws, 2. A copy of the BAO’s publication *A Guide to Death Care in Ontario* (“Consumer Information Guide”) and 3. The operator’s current price list.

Corner Marker: Shall mean a flat marker measuring 15.24cm (6 inches) by 15.24cm (6 inches) placed in the corner of an adult lot or a designated cremation lot.

Cremated Remains: Means all recoverable bone fragments of a dead human body that remain after cremation in a crematorium. Bone fragments are mechanically processed to reduce the particle size.

Council: Shall mean the Council of the Corporation of the Township of McKellar, who sits on the Township’s Cemetery Board.

Disinterment: Shall mean the exhumation (removal) of a casket or cremated remains from a lot.

Flat Marker: is a marker placed so that the surface of the marker does not project above the surface of the ground.

Grave: See **Lot**.

Head of Lot: Shall mean the end of the in-ground lot opposite the foot of the lot.

Hydrolyzed Remains: Means all recoverable skeletal bones of a dead human body that remain after hydrolysis in a hydrolysis facility. Bones are mechanically processed to reduce them to small particle size, similar to that of cremated remains. **Any reference to “cremated remains” in these by-laws is understood to include hydrolyzed remains.**

Interment: Shall mean the burial of human remains and includes the place of human remains.

Interment Right: The right to require or direct the interment or disinterment of human remains or cremated human remains in a grave or lot and to authorize the installation (and inscriptions) 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 authorize the interment of 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.

Legal Representative: Shall mean an executor, executrix, administrator of the estate of a deceased individual or a person with power of attorney of a living individual.

Lot: An area of land in a cemetery containing, or set aside to contain, interred human remains.

Marker: Any permanent memorial structure – **upright monument, flat marker**, plaque, headstone, cornerstone or other structure or ornament affixed or intended to be affixed to a burial lot.

Non-Resident: Shall mean any person who is not a **Resident**.

Plot: Two or more lots in respect of which the rights to inter/bury have been sold as a unit.

Registrar: Shall mean the registrar appointed under the **Act**.

Resident: Shall mean any taxpayer or spouse of a taxpayer; or any tenant or spouse of a tenant, in the Township of McKellar.

Tarriiff: Shall mean the tariff of rates for cemetery services and supplies for all Township of McKellar cemeteries for all residents and non residents.

Township: Shall mean the Corporation of the Township of McKellar identified as the cemetery owner and/or operator.

Transfer: Shall mean a gift, bequest, or any other transfer made without consideration as may be permitted by the **Act**.

Upright Monument: Shall mean a **marker** which projects above the surface of the ground.

Upright Monument Foundation: Shall mean the in-ground concrete foundation constructed to the equivalent size of the upright marker base to a minimum of 1.524m (5ft) in depth.

SECTION B. GENERAL INFORMATION

The Corporation of the Township of McKellar

Hereinafter referred to as “the Cemetery Operator”

701 Highway 124
McKellar, ON
P0G 1C0
Tel: (705) 389-2842
Website: www.mckellar.ca
Email: deputyclerk@mckellar.ca

Hours of Operation

- 1.1 **Visitation Hours:** Interment rights holders and the general public can visit the cemeteries during daylight hours. Gates must be kept closed at all times except during a burial service.
- 1.2 **Office Hours:** Cemetery information is available at the Township of McKellar Municipal Office located at 701 Highway 124, McKellar during the hours of 8:30 a.m. to 4:30 p.m. Monday through Friday, except for statutory holidays and holidays the Municipal Office is closed (please visit the Township’s website for more information on holidays hours).
- 1.3 **Burial Hours:** Arrangements must be made during office hours for burials. Burials may occur during office hours. Burials outside of office hours (Saturdays, Sundays and holidays) may be subject to additional services charges, if applicable, according to the current tariff of rates.
- 1.4 Burials are generally not available from November 1st to April 15th due to limited access; however, if weather permits, arrangements may be made at the discretion of the Public Works Superintendent. Winter storage is not a service provided by the Township; you will need to consult a funeral home or make other arrangements.

General Conduct

- 1.5 The Cemetery Operator reserves full control over the cemetery operations and management of land within the cemetery grounds. Interment rights holders and public visitors shall visit the cemetery at their own risk.
- 1.6 No person may damage, destroy, remove or deface any property within the cemetery.
- 1.7 All visitors should conduct themselves in a quiet manner that shall not disturb other visitors, or any service being held. Children under the age of twelve (12) years old must be accompanied by an adult who should remain in close contact with them and be responsible for their actions.
- 1.8 Pets are not permitted within the cemetery, except for service dogs, which must be allowed to accompany their owner at all times.
- 1.9 No person shall remove any flower or plant container or other object from the cemetery burial lot without receiving permission from the Public Works Superintendent, or designate, to do so. No person except Municipal staff shall pick or direct a person to pick flowers or cause damage to any shrubs, trees or plants in the cemetery or cause any damage in any way to any marker, fence or other structure in the cemetery.
- 1.10 The consumption or use of alcohol and drugs is strictly prohibited on cemetery grounds.
- 1.11 No vehicles, other than those involved in a burial service are permitted in the cemeteries. Recreational vehicles, including ATVs and snowmobiles, are not permitted.
- 1.12 No person shall bring into or discharge firearms in the cemetery.
- 1.13 No person shall use the cemetery for the purpose of a picnic, party or other large assembly. The Township offers use of the Community Centre & Kitchen, for a fee, to hold a funeral tea and/or celebration of life. Please contact the Municipal Office to make arrangements. Exception: Hemlock Church and St. Stephen’s Church for special events, approved by Council.

1.14 No person shall engage in soliciting of any kind in the cemetery.

By Law Amendments

1.15 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-laws and By-law amendments are subject to the approval of the Registrar, FBCSA, BAO and do not come into force until approval is received.

Liability

1.16 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, structure, monument, marker, shrubs or other article that has been placed in relation to an interment, except for loss or damage caused by gross negligence of the Cemetery Operator.

1.17 The Cemetery Operator is not responsible for the loss or damage to any articles placed within the cemetery including articles of remembrance. Articles are the sole responsibility of the interment rights holder.

1.18 The Cemetery Operator only assumes the liability if, during the course of performing routine cemetery operations, Township employees or agents should cause damage to any lot, marker or upright monument.

Correction of Interment Errors:

1.19 In case of an error made by the Cemetery Operator during an interment, disinterment or removal, or in the transfer of any interment rights for a lot or plot, the Cemetery Operator reserves the right to correct the error, and will take the following action, in consultation with the interment rights holder or their authorized representative:

- (i) In the case of a transfer of interment rights, cancel such transfer and substitute and grant in lieu thereof other interment rights such as lot or plot of equal or greater value and similar location as far as is reasonably possible and as may be selected by the Cemetery Operator, in its sole and absolute discretion, or refund a portion or all the money paid on account of the purchases of said interment rights, as shall be determined by the Cemetery Operator.
- (ii) In the event of any such error that may involve the interment or disinterment or removal of the remains of any person or persons in any lot or plot, the Cemetery Operator, upon written notification of the interment rights holder and the Medical Officer of Health, as necessary, may disinter and re-inter the remains in such other lot, plot or grave of equal or greater value and similar location as may be substituted and granted in lieu thereof.

Public Register:

1.20 As required by the FBCSA, all cemetery and crematorium operators must maintain a public register that is available to the public for review during regular office hours or by appointment, and without charge.

Pet Interments:

1.21 Full body or cremated pet remains are not allowed to be interred or scattered anywhere on cemetery grounds.

Right to Re-Survey:

1.22 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 and consent from the Registrar, FBCSA, BAO, where necessary.

SECTION C. INTERMENT RIGHTS

Purchase of Interment Rights:

- 2.1 The purchase of interment rights is not a purchase of real estate or real property. Interment right holders 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 By-law. No burial or installation of any monument, marker, inscription, or memorialization is permitted until the interment rights have been paid in full and the interment rights certificate has been issued.
- 2.2 In accordance with the FBCSA and regulations, the purchaser of interment rights must enter into a contract with the Cemetery Operator, providing such information as may be required by the Cemetery Operator for the completion of the contract and the public register. The purchaser will receive:
 1. A copy of the contract
 2. A copy of the cemetery By-law
 3. A copy of the price list
 4. The BAO's publication *A Guide to Death Care in Ontario*, also known as the "Consumer Information Guide."
- 2.3 The interment rights certificate will be forwarded to the person(s) listed as the interment rights holder(s) in the contract, after full payment is received.

Opening and Closing of Graves or Lots:

- 2.4 The opening and closing of graves for full burials may only be performed by the funeral home or individuals authorized to work on behalf of the funeral home. For cremation interments, the interment rights holder or their designated person/contractor is responsible for opening and closing the grave.
- 2.5 The cemetery retains the right of passage over every grave so that the cemetery operations may be performed effectively.
- 2.6 The cemetery reserves the right to temporarily relocate a monument or marker if required to open and close a lot. The cemetery may also temporarily place the removed soil on an adjacent lot while an interment or disinterment is being carried out. The cemetery will make reasonable efforts to restore all lots after the interment or disinterment has been completed.
- 2.7 Remains must be delivered to the cemetery for interment in a closed casket, rigid container or in a shroud. If remains are delivered in a shroud, they must be accompanied by a rigid carrying tray to ensure transportation to the grave is done in a dignified manner.
- 2.8 To ensure safe conditions are maintained at all times, individuals wishing to witness the closing of a lot shall remain a minimum of 9 m (30 feet) from the open lot and they must stand outside the delineated worksite.
- 2.9 Funeral flowers placed on an in-ground lot will remain a minimum of five (5) days following the interment and then will be removed at any time thereafter and disposed of by Township staff.
- 2.10 The Cemetery Operator assumes no responsibility for damages should a burial lot be opened in the wrong location because of wrong or insufficient information and any expense in connection with an error of this kind shall be paid by the parties ordering the interment.
- 2.11 The Cemetery Operator limits its responsibility to the certificate of interment rights holder for lots that may unknowingly contain burials or cremations to that of transferring a replacement lot to the certificate of interment rights holder within the same cemetery.

Notice Required:

- 2.12 The cemetery requires at least forty eight (48) business hours' notice for each interment of human remains. The only two exceptions are 1) due to a medical situation that requires a burial within twenty four (24) hours of death; and 2) a religious faith that requires interment immediately after death. The required permits shall be provided prior to the interment, regardless of any exception.

- 2.13 Interments will not be scheduled on Saturday, Sunday and holidays unless special arrangements have been made and approved by the Cemetery Operator. Additional fees may be charged on these days. See Burial Hours in Section B of this By-law. The cemetery will make every effort to provide interments as booked, but in the interest of public safety, should an extreme weather event occur that may make the cemetery unsafe, the Cemetery Operator may be forced to prevent an interment from occurring. Should this occur, the Cemetery Operator will make every effort to rebook the interment as soon as possible.

Authorization, Information and Documents Required for a Burial:

- 2.14 The following items are required before an interment can take place:

Proof of Registration of Death: A burial permit issued by the Registrar General (or equivalent document for deaths that occurred outside the province of Ontario) showing that the death has been registered must be provided to the Cemetery Operator prior to an interment taking place.

Burial Permit: Prior to an in-ground casket interment, a burial permit and the interment rights certificate shall be deposited at the Township Office;

OR

Cremation Certificate: Prior to the interment of cremated remains, the interment rights holder or the personal representative shall deposit at the Township Office a cremation certificate and an interments rights certificate.

Contract: For each burial of human remains, the purchaser or rights holder(s) must enter into a contract as described above in **Purchase of Interment Rights**.

Written Permission of Interment Rights Holder(s): Interment rights holder(s) may be required to provide identification and written direction and authorization prior to a burial, scattering, or entombment taking place. Should the rights holder(s) be the 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., Estate Trustee or authorized next of kin).

Payment: Interment rights and all services must be paid for in full to the Cemetery Operator before a burial may take place.

Authorization of Social Services Agency: If applicable, written instruction from a social services administrator must be submitted to the cemetery operator before a burial financially assisted by a Social Services Agency may take place.

Scattering of Cremated Remains:

- 2.15 Scattering of cremated remains is prohibited anywhere on cemetery grounds.

Burial Allowances for a Single Lot:

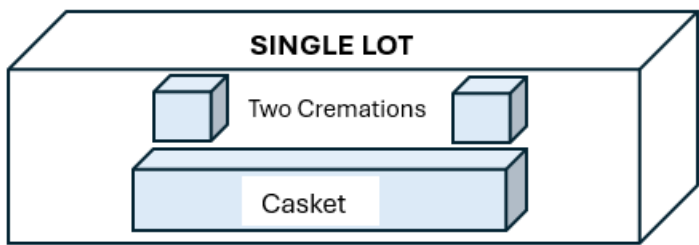


Image: Depiction of burial allowances for a single lot.

- 2.16 Each regular-sized lot may be used for one casket burial, plus up to two (2) additional cremation burials placed above the casket.

- 2.17 Where cremated remains are interred prior to casket interment(s), all attempts by the Funeral Home or Contractor will be made to locate and temporarily remove urns to facilitate casket burials. For better retrievability of the cremated remains, they should be in an urn or container that is non-biodegradable and is not breakable (urn vaults are not mandatory but are recommended). There is no guarantee that cremated remains interred in a biodegradable urn or without an urn vault can be retrieved. The Cemetery Operator 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. Cremated remains disinterred in advance of a full body burial will be temporarily stored in a secure location by the Funeral Home, which will be documented by the Cemetery Operator. There may be additional costs for the cremated remains disinterments as part of the casket opening & closing costs (please see the cemetery price list). Please also see further provisions under the Disinterments section.
- 2.18 A total of four (4) cremations can be accommodated per lot, in the absence of a full casket burial.

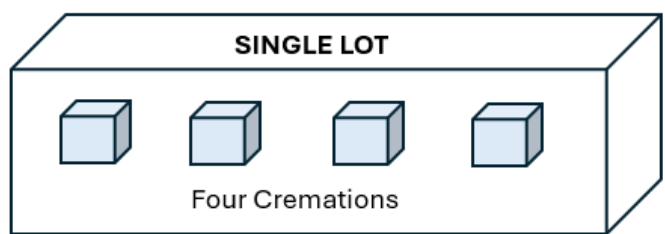


Image: Depiction of cremation allowances for a single lot.

**SECTION D. CANCELLATION OF INTERMENT RIGHTS
WITHIN THE 30-DAY COOLING OFF PERIOD**

- 3.1 A purchaser has the right to cancel a contract for interment rights 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. However, if any portion of the interment rights purchased in this contract have been exercised, the contract is deemed to have been fulfilled and the rights holder no longer has the right to cancel the contract and receive a refund for the rights purchased.

**SECTION E. RESALE, CANCELLATION OR TRANSFER OF INTERMENT RIGHTS
AFTER THE 30-DAY COOLING OFF PERIOD**

RESALE OF INTERMENT RIGHTS IS PROHIBITED

- 4.1 The Cemetery Operator prohibits the resale of interment rights to a third party. If the interment rights holder wishes to cancel their interment rights contract after 30 days, the Cemetery Operator will refund/repurchase the interment rights at the price listed on the current price list, less any care and maintenance contribution amount previously paid. The Cemetery Operator reserves the right to refuse to cancel a contract for interment rights if a portion of the interment rights has been exercised (for example, one lot in a plot has been used).

Requirements for cancellation of interment rights:

- 4.2 To cancel a contract for interment rights, the interment rights holder must provide the Cemetery Operator with written notice of cancellation and the interment rights certificate, which must be endorsed by the rights holder(s), transferring all rights, title and interest back to the Cemetery Operator. The aforementioned paperwork must be completed before the Cemetery Operator will reimburse the rights holder(s).

Transfer of Interment Rights

- 4.3 The transfer of interment rights may only be made after the interment rights have been paid for in full. With the permission of the Cemetery Operator and in accordance with this By-law, the rights holder may transfer the interment rights to another person for no consideration (no money). Transfers must be processed through the Cemetery Operator and the following must be provided.
- The interment rights certificate endorsed with the following:
 - o A statement signed by the rights holder selling the rights, acknowledging the transfer to the third-party.
 - o 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.
 - o The date on which the rights were transferred to the third-party (transferee).
 - o The name and address of the transferee.
 - A written statement regarding the lots 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-law must be provided the transferee.
- 4.4 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 transferee(s), and the transferee(s) shall be considered the current interment rights holder(s) of the interment or scattering rights. The resale or transfer of the interment shall be considered final and the cemetery's Public Register will be updated.

Administration fee for transfer:

- 4.5 In the case of a transfer of interment rights, an administration fee applies for the Cemetery Operator to issue a new rights certificate to the transferee. The fee, which is set out on the cemetery price list, is also charged for replacement of lost or damaged certificates.

SECTION F. CONSUMER PROTECTION

- 5.1 Lot sizes may vary according to specific lot within a specific cemetery. Survey plans shall be used to determine the dimensions of each lot.
- 5.2 Interment rights may be purchased from the Cemetery Operator at the price(s) set out in the current tariff, attached as Schedule 'C' to this By-law.
- 5.3 Lots sold shall be covered by a rate for care and maintenance set forth in the tariff applicable at the time of purchase, as prescribed in accordance with the Act.
- 5.4 Payments for cemetery products and services shall be made at the Township of McKellar Municipal Office located at 701 Highway 124 McKellar, ON P0G 1C0.
- 5.5 Each purchaser of interment rights shall be entitled to a certificate of interment rights and a signed contract for the purchase of the rights. Such certificate shall be set out in Schedule 'A' and such contract shall be as set out in Schedule 'B' to this By-law. A copy of the current Cemetery By-law shall be attached to and form part of the certificate of interment rights.

SECTION G. DISINTERMENT

- 6.1 Human remains may be disinterred from a lot with the written consent of the interment rights holder and prior notification to the local Medical Officer of Health. Notification to the local Medical Officer of Health is not required for the disinterment of cremated remains.
- 6.2 In some circumstances, the disinterment of human remains may be ordered by one or more public officials (e.g., Court Order, Coroner's Office etc.) and will take place without the consent of the interment rights holder(s) and/or next of kin.

- 6.3 The cemetery is not responsible for damage to any casket, urn or container which may occur during a disinterment. Additionally, due to the length of time that a casket, urn, or container has been interred and the conditions to which it has been exposed, the cemetery cannot guarantee that it can retrieve the complete casket, urn or container interred in the cemetery. Should a new casket, urn or container be required at the time of disinterment, it shall be at the expense of the party authorizing the disinterment. Additionally, the Cemetery Operator has the right to request that a licensed funeral director and or Township employee be present for the disinterment at the expense of the party authorizing the disinterment.
- 6.4 Disinterments will be scheduled at a day and time designated by the Cemetery Operator. The Cemetery Operator reserves the right to close the cemetery or the section where the disinterment is to take place. Only those persons required or permitted by the cemetery to attend a disinterment shall be allowed to enter the cemetery or the section involved during a disinterment.
- 6.5 If reinterment does not take place within the same lot and if existing memorialization (monument, marker, etc.) needs to be removed, it will be at the expense of the person authorizing the disinterment.
- 6.6 Once a disinterment has been completed, the lot space shall be considered available to the interment rights holder for a new interment, transfer or resale in accordance with this By-law. If the grave from which a disinterment has occurred, is transferred or resold, the new interment rights holder must be made aware of the previous disinterment and agree in writing to such knowledge as part of the transfer or resale agreement.
- 6.7 The raising and lowering of remains from standard depth to extra depth is considered a disinterment.

SECTION H. MEMORIALIZATION

- 7.1 No memorial shall be erected or permitted on a lot until all charges have been paid in full and/or written consent is obtained from the Cemetery Operator.
- 7.2 To prevent interference with future interments and optimize cemetery maintenance, the Cemetery Operator reserves the right to set out the maximum size of monuments, their number and their location on each lot or plot.
- 7.3 Only one (1) monument and one (1) marker shall be erected within the designated space on any lot. Where there is more than one burial in a grave, then there shall be no more than one (1) monument and two (2) or three (3) markers on that grave.
- 7.4 No monument shall be delivered to the cemetery for installation until the monument foundation has been completed, and permission has been obtained by the Cemetery Operator.
- 7.5 A monument 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.
- 7.6 The installation of small-scale private mausoleums or columbariums (including niche monuments) is prohibited.
- 7.7 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 Cemetery Operator.
- 7.8 No monument, footstone, marker or memorial of any description shall be placed, moved, altered, or removed without permission from the Cemetery Operator.
- 7.9 The minimum thickness for flat markers is 10 cm or 4 inches.
- 7.10 All monuments and markers shall be constructed of bronze or granite.

- 7.11

Markers of bronze or granite are permitted with size and quantity restrictions according to this By-law and the placement of such memorials shall not interfere with future interments.
- 7.12

Specifications for Flat Markers and Pillow Markers:

a) Flat Markers shall be flat and set flush with the surface of the ground. The upper surface of Flat Markers shall not contain projections with the exception of lettering of other such embellishments which shall not project more than 5mm (or ¼ inch) above the surface of the Flat Marker.

b) All flat and pillow markers must be made of granite or bronze.

c) In addition to the requirements of this section, bronze Flat Markers shall have a concrete or granite base with a border of up to 5.08 cm or 2 inches.

d) Single In-Ground Lot: Flat Markers and Pillow Markers shall not exceed 36" in width and 24" in depth (91.44 cm X 61 cm) including any border with a minimum thickness of 4" (10.16 cm) for Flat Markers and 3" (7.62 cm) for Pillow Markers.

e) Double In-Ground Lot: Flat Markers and Pillow Markers shall not exceed 54" in width and 24" in depth (137.16 cm X 61 cm) including any border with a minimum thickness of 4" (10.16 cm) for Flat Markers and 3" (7.62 cm) for Pillow Markers.

f) Pillow markers shall be 20 cm by 13 cm (8 inches by 5 inches) slant with 5 cm (2 inches) set in ground. Pillow Markers shall be a maximum of 12" (30.48 cm) thick and a minimum of 3" (7.62 cm) thick.

Foot Markers:

One flat marker may be installed as a foot marker at the foot of a Regular Sized lot provided such marker shall not exceed 24" in width and 18" in depth (61 cm x 45.72 cm) including any border with a minimum thickness of 3" (7.62 cm).

Corner Markers:

Flat Markers may be installed as Corner Markers on regular sized lots provided that they do not exceed 15.24 cm by 15.24 cm (6 inches by 6 inches) with a minimum thickness of 7.62cm (3 inches).
- 7.13 Specification for Upright Markers
- a) Upright Markers for a Single In-Ground Lot - The base shall be a maximum of 2'-6" (76.2 cm) in width, 20" (50.8 cm) in depth with a minimum height of 6" (15.24 cm) and the marker shall be a maximum of 4'0" (1.21 m) in overall height including the base. The minimum thickness of the die stone shall be 6" (15.24 cm) at all points from top to bottom.

b) Upright Markers for a Double In-Ground Lot - The base shall be a maximum of 4'6" (1.40 m) in width, 20" (50.8 cm) in depth with a minimum height of 6" (15.24 cm) and the marker shall be a maximum of 4'0" (1.21 m) in overall height including the base. The minimum thickness of the die stone shall be 6" (15.24 cm) at all points from top to bottom.
- The diagram illustrates the specification definitions for upright markers, showing dimensions for the die stone and base. It includes two views: a side elevation and a top-down perspective.

Side Elevation View:

 - Die Stone Thickness:** Indicated by a vertical dimension line at the top of the die stone.
 - Marker Height:** Indicated by a vertical dimension line from the top of the base to the top of the die stone.
 - Base Width:** Indicated by a horizontal dimension line at the bottom of the base.
 - Base Thickness:** Indicated by a vertical dimension line on the right side of the base.
 - Base Depth:** Indicated by a diagonal dimension line on the right side of the base.

Top-Down Perspective View:

 - Width:** Indicated by a horizontal dimension line.
 - Depth:** Indicated by a diagonal dimension line.
 - Thickness:** Indicated by a vertical dimension line.
- Specification Definitions for the Purpose of this By-law
(Both for Single/Double Markers)
- Image: Specification Definitions for the Purpose of this By-law, for both Single and Double Markers.

- 7.13 Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered normal wear and tear.
- 7.14 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 or marker, or part thereof unless it is as a result of negligence by the cemetery.
- 7.15 Memorials – monuments, markers, plaques etc. are owned by the interment rights holder and the Cemetery Operator is not responsible for their loss or deterioration. Interment right holders may wish to consider adding memorials to their own insurance coverage.
- 7.16 Wooden Crosses – All wooden crosses must be placed at the top of the lot and must be painted white or with clear vanish and appropriate lettering. Wooden crosses that become unsightly or present a health and safety risk will be removed by Township staff.
- 7.17 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.
- 7.18 Inscriptions on the back and sides of a monument are limited to only the surname and design features, with the Cemetery Operator's prior approval.

SECTION I. CEMETERY CARE AND MAINTENANCE

- 8.1 A portion – 40% or a minimum legislatively prescribed amount, of the price of interment rights must be deposited and trusted into the cemetery's Care and Maintenance Fund.
- 8.2 The income generated from this trust fund is used to maintain, secure and preserve the cemetery grounds and markers in perpetuity. Services that can be provided through this fund include:
 - Lawn care, re-leveling and sodding or seeding of lots or scattering grounds
 - Maintenance of cemetery roads, sewers and water systems
 - Maintenance of perimeter walls and fences (*continued on next page*)
 - Maintenance of cemetery landscaping
 - Repairs and general upkeep of cemetery maintenance buildings and equipment
 - To the extent that income from the Care and Maintenance Fund permits, the cemetery operator will stabilize and secure markers and monuments within the cemetery.

SECTION J. FLORAL TRIBUTES AND CARE & PLANTING

- 9.1 No person other than cemetery staff shall remove any grass/sod or in any other way change the surface of the burial lot in the cemetery. The Township will provide seedling where necessary in the cemeteries during the fall season when rain is most prevalent.
- 9.2 The Cemetery Operator shall not be responsible in any way for personal property lost or damaged in the cemeteries. Implements, materials or any other articles of personal property left in the cemetery are subject to removal by Township staff without return or compensation.

Planted Flowers, Trees and Shrubs

- 9.3 Planted flowers and shrubs are not permitted except those planted and cared for by Township staff. Interment rights holders or the general public shall not plant flowers, trees or shrubs within any cemeteries owned by the Cemetery Operator. The Township has the right to remove any flowers, trees or shrubs on cemetery grounds.

Artificial or Fresh Wreath / Flower Arrangements

- 9.4 One (1) artificial or fresh wreath or flower arrangement shall be permitted on a single lot from May 1st to October 15th. If such decorations are not removed by October 15th in any year, they shall be considered abandoned and may be disposed of by Township staff.
- 9.5 One (1) wreath or flower arrangement will be permitted on any single lot to mark special occasions which fall after October 15th. Examples are Remembrance Day, Christmas Day, Easter, etc. Such decorations must be removed within twenty one (21) days of placing them. If they are not removed, they shall be considered abandoned and may be disposed of by Township staff.
- 9.6 The Cemetery Operator reserves the right to disallow or remove quantities of memorial wreaths or flowers considered to be excessive and that diminish the otherwise tidy appearance of the cemetery.

Candles

- 9.7 Candles, incense, or other flammable articles are not permitted.

Prohibited Items

- 9.8 Prohibited items include but are not limited to the following: glass containers, metal stakes (not including Shepard's crosses), plastic and glass solar lights, ceramic items, loose stones and such other objects that may cause a hazard at the discretion of the Cemetery Operator.

Refuse

- 9.9 No person shall litter within any cemetery.

SECTION K. REGULATIONS FOR CONTRACTORS AND WORKERS

- 10.1 All Contractors performing work in all cemeteries owned by the Cemetery Operator are required to produce evidence of:
- 1) Public Liability and Property Damage Insurance in an amount not less than two million dollars (\$2,000,000.00); and
 - 2) Workplace Safety and Insurance Board (WSIB) in good standing. Prior to any work commencing in the cemetery, the contractor shall pay, or cause to be paid, any assessment or compensation required to be paid pursuant to the Workplace Safety and Insurance Act.
- 10.2 All contractors performing work in the cemeteries shall comply with the requirements of the Occupational Health and Safety Act and Regulations hereto.
- 10.3 All persons performing work in the cemetery shall conduct themselves in a manner in keeping with the dignity of the cemetery and shall respect any restrictions or regulations which may be required by the Cemetery Operator in the performance of their work. Appropriate attire shall be worn for the duties being performed. CSA approved steel toed safety boots and personal protective equipment must be worn when the work being performed required in accordance with the Occupational Health and Safety Act. Contractors who fail to comply with the Act, will be asked to leave the cemetery grounds.
- 10.4 Contractors shall temporarily cease all operations if there is a funeral / burial taking place anywhere in the cemetery. Work by contractor shall only proceedings are complete.
- 10.5 No work will be performed at the cemetery except during the regular business hours of the cemetery. Contractors, monument dealers and suppliers shall not do any work in the cemetery in the evening, weekends or statutory holidays, unless prior approval has been granted by the Cemetery Operator.

- 10.6 Contractors will conduct their operations to prevent damage to any grounds, turf, shrubs, trees, upright markers, flat markers, pillow markers, or any other article or nature feature in the cemetery. To protect the grounds from surface damage, contractors, monument dealers and suppliers shall lay wooden planks on the burial lots and paths over which heavy materials are to be moved. Any damage caused by contractors shall be at the expense of the contractors.
- 10.7 Vehicles in excess of 10,000kg Gross Vehicle Weight (GVW) shall not enter the cemetery without prior authorization from the Cemetery Operator.
- 10.8 For the safety of all visitors and staff, all work sites must be secured when left unattended. Contractors working within the cemetery must remove all implements, equipment and garbage from the cemetery at the end of each workday and at the conclusion of the work.

The enactment of this By-law is subject to the approval of the Registrar of Cemeteries.

READ a FIRST and SECOND time this th day of , 2025.

David Moore, Mayor

Karlee Britton, Clerk/Administrator

READ a THIRD time and **PASSED in OPEN COUNCIL** this th day of , 2025.

David Moore, Mayor

Karlee Britton, Clerk/Administrator

Registrar, Cemeteries Regulation Unit

Approval Date of Registrar

CERTIFICATE OF INTERMENT RIGHTS

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

BETWEEN: The Corporation of the Township of McKellar, operating through its Council, having its head office at 701 Highway 124 McKellar, ON P0G 1C0, hereinafter referred to as the **"Corporation"**

AND: _____
Hereinafter referred to as the **"Purchaser"**

In consideration of the sum of \$ _____ receipt of which is hereby acknowledged, and which includes the sum of \$ _____ for Care and Maintenance which is deposited with the Trustee, the **Corporation** agrees to assign to the **Purchaser** the Burial or Interment Rights in _____ Cemetery as follows:

RANGE: _____ LOT No. _____ SIZE: _____ AREA: _____

As shown on the approval plan of _____

DATE OF PURCHASE: _____

THE PURCHASER, by acceptance of this indenture, indicates that the By-laws governing the operation of the cemetery have been received and read, and agrees to be guided by the said By-laws as well as the provisions of the *Funeral, Burial and Cremation Services Act, 2002*, and Regulations and all amendments thereto, as if these were included as part of this indenture.

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 **Corporation** who will issue a new Certificate to the Transferee as per the stipulations contained within the By-law.

WITH RESPECT to the erection or installation of markers, the **Purchaser** agrees to abide by the By-laws of the **Corporation** wherein restrictions on the erection or installation of markers are given.

IN WITNESS WHEREOF THE CORPORATION OF THE TOWNSHIP OF McKELLAR has affixed its signature by the hands of its proper signing officers on this _____ day of _____, 20____.

THE CORPORATION OF THE TOWNSHIP OF McKELLAR

Per: _____ [Affix Seal Here]
(Signature and Title)

THE PURCHASER

Per: _____
(Signature)

(Printed Name) (Date)

(Address)

Schedule 'B' to By-law 2025-XX – The Cemetery By-law
Corporation of the Township of McKellar
Cemetery Operator License No. 3293741

**CONTRACT FOR PURCHASE OF INTERMENT RIGHTS OR
CEMETERY SUPPLIES OR SERVICES**

In _____ Cemetery

RIGHTS TO:

Name: _____

Address: _____

Phone: _____ Email: _____

Date: _____ Pre Need: _____ At Need: _____

Deceased: _____ Date of Death: _____

Place of Death: _____

Range: _____ Lot: _____ Grave: _____

Funeral Director / Transfer Service: _____

INTERMENT RIGHTS & SERVICE / SUPPLIES

Land: _____ Spaces @ \$ _____ \$ _____

Repurchase Price \$ _____

Amount of Care and Maintenance \$ _____

Monument Care and Maintenance \$ _____

Total Sale \$ _____

Ontario License Fee \$ _____

Total: \$ _____

It is agreed between the parties that this contract is subject to the By-laws of the Corporation of the Township of McKellar, and the purchaser hereby acknowledges receipt of a current copy of the By-law to Establish Rules and Regulations for the Management and Control of All Cemeteries Owned by the Corporation of the Township of McKellar and that the attached "Conditions of Contract" have been read and understood.

PURCHASED BY: _____

THE CORPORATION OF THE TOWNSHIP OF MCKELLAR

Per: _____
(Signature and Title)

[Affix Seal Here]

CONDITIONS OF CONTRACT

The Corporation of the Township of McKellar agrees with the Purchaser as follows:

THE FOLLOWING TRUSTING PROVISIONS ARE IN EFFECT:

1. Lot: _____ 40% of the purchase price or \$150.00 whichever is greater.

2. CONTRIBUTION TO CARE AND MAINTENANCE FUND FOR MARKERS AND MONUMENTS INSTALLATION:

Trust Funds: Flat Marker over 173 square inches	\$50.00 +HST
Upright monument up to 4 ft. in height or width	\$100.00 +HST

3. A CONTRACT FOR THE PURCHASE OF INTERMENT RIGHTS INCLUDES:

- (a) The right of purchaser, by written demand, to request the cemetery owner to repurchase the rights at any time before they are used or exercised.
- (b) The cemetery owner shall repurchase the interment rights within thirty (30) days from the date the written demand was received.
- (c) The repurchase price of Interment Rights shall be determined by the current value of the rights less the amount the cemetery owner paid into the Care and Maintenance Fund in respect of the interment rights, except for return within the standard thirty (30) day cooling off period during which a refund in full will be made.
- (d) The private resale of interment rights by the purchaser is prohibited.
- (e) In accordance with the By-laws of the Corporation of the Township of McKellar, the following restrictions on the exercising of the interment rights are outlined under Section 'C' of this By-law and amendments thereto.
- (f) In exercising the interment rights contracted herein, the following documents are required under Section 'C': Interment Order, Proof of Registration of Death (Burial Permit or Cremation Certificate), Contract and Certificate of Interment Rights (Schedule 'A') and Contract (Schedule 'B').
- (g) In accordance with the By-laws of the cemetery, the following restrictions or requirements apply with respect to cemetery supplies and services purchased from a source other than the cemetery: See Section 'B' General Information and amendments thereto.
- (h) If the purchaser wishes to transfer an interment right, the purchaser shall give written notice of the transfer to the cemetery owner and return the original certificate of interment rights to the cemetery owner. The cemetery owner shall then use a new certificate of interment rights to the transferee upon payment of applicable transfer fee. If the original certificate of interment rights has been misplaced, the cemetery owner will issue a duplicate certificate of interment rights upon payment of the applicable fee.
- (i) In accordance with the By-laws of the cemetery, the following restrictions on the transfer of interment rights apply see Section 'E'.
- (j) The certificate of interment rights shall not be issued until the interment rights have been paid for in full.
- (k) Interment rights capacity – single lot: each regular sized lot can be used for one (1) casket burial plus an additional two cremation burials over the casket **or** a total of four cremations per lot.
- (l) Memorializations permitted – per single grave: one (1) upright monument and two (2) flat markers **or** three (3) flat markers; see Section 'C'.

Schedule 'C' to By-law 2025-XX – The Cemetery By-law
Corporation of the Township of McKellar
Cemetery Operator License No. 3293741

TARIFF OF RATES

	RESIDENT	NON-RESIDENT
Single Lot	\$170.00	\$340.00
Care & Maintenance	\$290.00	\$290.00
HST	\$59.80	\$81.90
TOTAL	\$519.80	\$711.90
Staking/ Marking Fee	\$50.00 plus HST	
Transfer Fee – Plus difference between Resident and Non-Resident Rate, if applicable, see Section X of By-law.	\$50.00 plus HST	
Duplicate Certificate of Interment Rights	\$25.00 plus HST	
Each single lot may have one (1) casket burial plus an additional two (2) cremation burials over the casket OR a total of four (4) cremations per lot.		
All casket interments are subject to a license fee of \$12.00 (HST exempt) which will be remitted to the Ministry of Consumer Services	\$12.00	
Contribution to Care and Maintenance for Marker and Monument Installation		
Flat marker under 173 square inches	\$0.00 (no charge)	
Flat marker over 173 square inches	\$113.00 (incl. HST)	
Upright monument up to 4 ft. in height or width	\$226.00 (incl. HST)	