

THE CORPORATION OF THE TOWNSHIP OF MCKELLAR

CONSOLIDATED BY-LAW NO. 2012-14, AS AMENDED BY BY-LAW NO. 2012-18 AND BY-LAW 2016-06 APPROVED UNDER THE CEMETERIES ACT 2012/12/12

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. 08-16

WHEREAS, Ontario Regulation 30/11, Section 150 and the Funeral Burial and Cremation Services Act, 2002 provides for any cemetery operator to make By-laws governing the operation of the cemetery;

NOW THEREFORE THE COUNCIL OF THE TOWNSHIP OF MCKELLAR HEREBY ENACTS AS FOLLOWS:

DEFINITIONS

For the purposes of this by-law and any forms, contracts or policies prepared 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 hour 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.

BY-LAWS: The rules and regulations under which the Cemeteries operate.

CARE AND MAINTENANCE FUND: shall mean the trust fund established pursuant to the Act and Regulations thereto for the purpose of providing money for the care and maintenance of the cemetery.

CARE AND MAINTENANCE FUND – MARKERS: shall mean the trust fund established pursuant to the Act and the Regulations thereto for the purpose of providing funds to maintain, stabilize, secure and preserve markers.

CEMETERY: shall mean every cemetery owned and/or operated by The Corporation of the Township of McKellar - **Owner License No. 3293741**, **Interment** including: Lakeview Cemetery, Hurdville Cemetery, St. Stephen's Cemetery, United Church Cemetery, Thompson Cemetery, Chisholm Cemetery and Hemlock Cemetery.

CERTIFICATE OF INTERMENT RIGHTS: shall mean the cemetery certificate issued by The Corporation of 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.

CORNER MARKER: shall mean a flat marker measuring 6 inches (15.24 cm) X 6 inches (15.24 cm) placed in the corner of an adult lot or a designated cremation lot.

COUNCIL: shall mean the Council of The Corporation of the Township of McKellar.

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.

HEAD OF THE LOT: shall mean the end of the in-ground lot opposite from the FOOT of the LOT.

INTERMENT: shall mean the burial of human remains and includes the placing of human remains.

INTERMENT RIGHTS CERTIFICATE: A document issued by the Owner of the Cemetery to the purchaser of interment rights, provided that all fees have been paid in full.

INTERMENT RIGHTS HOLDER: shall mean a person with Interment rights with respect to a specified lot.

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: shall mean each individual parcel of land for which an Interment Rights Certificate has been issued and includes grave, burial site, crypt or compartment to be used for the purposes of burial of the bodies of deceased persons or the burial of ashes remaining from the cremation of the bodies of deceased persons. For example: an individual grave.

NON-RESIDENT: shall mean anyone other than a Resident.

OUTER CONTAINER: shall mean any shell (usually a crypt or vault) to be placed entirely below the surface of the ground for the purpose of containing a casket or urn.

PERSONAL REPRESENTATIVE: shall mean an executor, executrix, administrator or administrator with will annexed, of the estate of a deceased individual or the attorney by power of attorney of a living individual.

PLOT: For the purposes of this By-law, a plot is a parcel of land within a cemetery containing two (2) or more lots to which the rights to inter 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.

TARIFF: shall mean the tariff of rates for cemetery services and supplies for all Township of McKellar cemeteries for all residents and non-residents.

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 5' (1.524m) in depth.

1.0 GENERAL INFORMATION

1.1 Hours of Operation

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.

Office Hours: Cemetery information is available at the Township of McKellar Municipal Office from 8:30 a.m. to 4:30 p.m. Monday through Friday, except holidays.

Burial Hours: Arrangements can be made during office hours for burials on weekdays and on Saturdays, Sundays and/or Statutory Holidays from 8:30 am up to and including 4:30 pm and will be subject to additional service charges if applicable according to the current tariff of rates.

1.2 Township of McKellar Property: All cemeteries covered by this by-law are owned and/or operated by the Township of McKellar. Interment Rights Holders and public visitors shall enjoy the use of the cemeteries at their own risk and shall be governed by the following:

- Vehicles: No vehicles, other than those involved in a burial service are permitted in the cemeteries.

Township of McKellar By-law No. 2012-14

- Firearms: No person shall bring into or discharge firearms in the cemeteries.
 - Dogs, Cats, Pets etc.: No person shall permit a dog, cat or any other pet to enter into or remain within a cemetery, with the exception of service animals.
 - Damages to Property: 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 cemeteries or cause damage in any way to any marker, fence or other structure in the cemeteries.
 - Conduct on Cemetery Property: Visitors to the cemetery shall behave in a manner in keeping with the dignity of the cemetery. Persons behaving in an inappropriate manner shall be required to leave the cemetery.
 - Alcohol/Drugs: No person shall bring alcohol or illegal drugs into any cemetery.
 - Encroachment: No person shall cause or permit any encroachment onto cemetery lands including, but not limited to, compost piles or compost containers, woodpiles, fences, gates, shed or other any other buildings.
 - Children under the age of twelve (12) must be accompanied by an adult who shall remain in close contact with them and shall be responsible for their actions.
 - No person shall remove any flower or plant container or other object from a cemetery burial lot without receiving permission from the Public Works Superintendent or Designate to do so.
 - No person shall use the cemeteries for the purpose of a picnic, party or other large assembly.
 - No motorized snow vehicles or off-road vehicles are permitted within the cemetery grounds.
 - No person shall engage in soliciting of any kind in the cemetery.
- 1.3 Liability for Loss or Damage: The Township assumes no liability or responsibility for the loss of, or damage to, any Lot, Marker, Upright Monument, shrubs or article that may have been placed on an Interment Right save and except as noted below:
- The Township only assumes liability if, during the course of performing routine cemetery operations, Township employees or agents should cause damage to any Lot, Marker or Upright Monument;
 - The Township is not responsible for loss or damage from any causes beyond its reasonable control, whether the damage or loss be direct or collateral.
 - Any articles of remembrance placed on lots are the sole responsibility of the Interment Rights Holder(s). The Township is not responsible for the loss of or damage to any articles placed within a cemetery.
- 1.4 By-Law Changes and Adherence: The Township may, from time to time, change the By-Laws in order to best serve the interests of its cemeteries and the Interment Rights Holders. All changes to the By-laws are subject to the approval of Council and the Registrar.
- 1.5 Care & Maintenance Contribution: The cemeteries are maintained through the use of the Care and Maintenance Fund and all Interment Rights Holders of lots acquired prior to the introduction of the Care and Maintenance Fund in 1955 shall be required to contribute to this fund in accordance with the Care and Maintenance tariff if there was no previous Care and Maintenance contribution ever made.
- 1.6 Right to Resurvey: The Township of McKellar expressly reserves the following rights and privileges to be exercised from time-to-time in accordance with any governing Provincial legislation in effect at the time:
- To resurvey, enlarge, construct a building or structure, alter and/or diminish all or

any portion of the Cemetery

- To lay out, establish, close, eliminate, or otherwise modify or change the location of roads, walks or drives
- To create or remove easements and right of way over and through all of the cemetery premises for the purpose of installing, maintaining or operating utility or communication lines, drains, irrigation systems, or for any other cemetery purpose provided that no interments or sale of Interment Rights have taken place in these areas.
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1.7 Cemetery Restrictions: No person shall:

- inter or place cremated remains in a designated cremation lot or a regular sized lot;
- disinter human remains;
- install or direct the installation of any marker except as in accordance with the provisions of this By-law.
- place decorations on any lot;
- landscape any area;
- drive or park a vehicle anywhere except designated roadways and parking areas in the cemeteries.

2.0 CONSUMER PROTECTION

2.1 Lot Sizes: Lot sizes may vary according to the specific lot within a specific cemetery. Survey plans shall be used to determine the dimensions of each lot.

2.2 Purchase of Interment Rights: Interment Rights may be purchased from the Township of McKellar at the price(s) set out in the current tariff, attached as Schedule 'C' to this by-law.

2.3 Care and Maintenance Amount: 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.

2.4 Cemetery Account Payments: Payments for cemetery products and services shall be made at the Township of McKellar Municipal Office, 701 Hwy #124, McKellar, ON P0G 1C0.

2.5 Certificate of Interment Rights: 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 as set out in Schedule "A" and such Contract shall be as set out in Schedule "B". A copy of the current Cemetery By-law shall be attached to and form part of the Certificate of Interment Rights.

2.6 Resale of Interment Rights: The resale of Interment Rights to a third party is **PROHIBITED**. If a Rights Holder wishes to sell their unused cemetery rights back to the Township of McKellar, their request must be in writing and the municipality shall respond within 30 days. The cemetery rights shall be repurchased at current market value less the original Care and Maintenance contribution that was paid. The Township of McKellar is not required to repurchase any lot, plot or right that has been "exercised". If there is a casket or cremated remains burial in a lot, the Interment Rights is deemed to have been "exercised" and cannot be resold. If there is a casket or cremated remains burial in one grave or lot within a multiple grave plot, the plot is deemed to be "exercised" and the Interment Right or any portion thereof, cannot be resold.

2.7 Exchange of Interment Rights: If the Interment Right(s) Holder wishes to exchange or upgrade their Interment Rights within any Cemetery owned by the Township of McKellar the Interment Rights Holder must make their request in writing to the Township of McKellar Cemetery Committee and the Committee will provide a recommendation to grant or deny the request. Where there is more than one Interment Rights Holder, the consent of all Interment Rights Holders shall be required.

- 2.8 Transfer of Interment Rights: An Interment Rights Holder may transfer their right, title and any interest in their Cemetery Certificate by making application to the Township of McKellar and providing the following:
- a) notice in writing specifying the name, address or other description of the proposed transferee and date of transfer.
 - b) Evidence satisfactory to the Township that the Interment Rights Holder is the owner.
 - c) Returning the original Interment Rights Certificate. If the Interment Rights Holder has misplaced the original Interment Rights Certificate, a replacement may be issued upon payment of the
 - d) applicable fee as per the tariff. Any subsequent transfer fee will also apply if the Interment Rights are being transferred.
 - e) Payment of a transfer fee has been made in accordance with the tariff.
 - f) Any transfer of Interment Rights from a Resident to a Non Resident shall be subject to the applicable transfer fee plus the difference between the Resident and Non Resident rate at the time of transfer.

Upon receipt of the required documentation and payment the Township shall amend its records and issue a new Certificate of Interment Rights. The original Certificate of Interment Rights cannot be transferred but must be returned to the Township. A transfer of interment rights between spouses will not be subject to a transfer fee.

2.9 **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 less the amount deposited into the Care and Maintenance Fund. The Interment Rights Certificate must be returned to the cemetery operator along with the written notice of cancellation.

3.0 INTERMENTS

- 3.1 Written Direction for an Interment: No interment shall take place without the written direction of the Interment Rights Holder or the Personal Representative of the Interment Rights Holder.
- 3.2 Burial Permit: Prior to an in-ground casket interment a burial permit and the Interment Rights Certificate shall be deposited with the Township of McKellar.
- 3.3 Cremation Certificate: Prior to interment or the placement of cremated remains, the Interment Rights Holder or the Personal Representative shall deposit with the Township a Cremation Certificate and the Interment Rights Certificate.
- 3.4 Notice Required for Services: At least forty-eight (48) business hours in advance are required for a proposed interment in any Township of McKellar cemetery. The only two exceptions to this Notice requirement are 1) due to a medical situation that requires a burial within 24 hours of death and 2) a religious faith that requires interment immediately after death. The required permits shall be provided prior to interment.
- 3.5 Interment Hours: Interments shall only be permitted in Township of McKellar cemeteries between the hours of 8:30 a.m. up to and including 4:30 p.m. unless prior permission is granted by the Township of McKellar.
- 3.6 Number of Interments per lot: Each regular sized lot can be used for one casket burial plus an additional two cremation burials over the casket or a total of four cremations per lot.
- 3.7 Opening/Closing Charges: The purchase of Interment Rights does not include the opening and closing fees as set out in the tariff of rates.
- 3.8 No Interment of Pets or Other Animals: Only human remains may be interred in the cemeteries. Interment of animal remains shall not be permitted.
- 3.9 Closings: To ensure safe conditions are maintained at all times, individuals wishing to witness the closing of a lot shall remain a minimum of thirty feet (9 m) from the open

lot and they must stand outside the delineated worksite.

- 3.10 Temporary Closings: Every effort will be made to complete an interment on the assigned day and time. If, due to inclement weather, health and safety concerns, equipment failure or conditions beyond the control of the Township of McKellar, the Township reserves the right to establish a temporary set up and the interment shall be completed as soon as possible at a later time.
- 3.11 The Township reserves the right to temporarily relocate any marker so that cemetery operations involving the opening and closing of an in-ground lot may be performed.
- 3.12 The opening of an in-ground lot for interment purposes may necessitate the temporary mounding of earth on adjacent lots. The Township reserves the right to determine the location for the temporary mound and will make reasonable efforts to restore adjacent lots to their original condition as soon as possible following the closing of a lot.
- 3.13 Funeral flowers placed on an in-ground lot will remain for a minimum of five (5) days following the interment and then will be removed at any time thereafter and disposed of by the Township of McKellar.
- 3.14 There shall be no winter interments during the winter season. The winter season shall be from November 1st to April 15th. If weather conditions are favourable, requests for an interment will be considered during the winter season.
- 3.15 All interments shall be done under the supervision of the Public Works Superintendent or Designate.
- 3.16 The Township 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.
- 3.17 The Township 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.

4.0 DISINTERMENTS

- 4.1 Requirements for a Disinterment: Disinterments shall be conducted in accordance with the requirements of the Act, and shall be subject to the then prevailing tariff of rates. An Agent or employee of the Township shall be in attendance at all times during a disinterment.
- 4.2 Written Consent for Disinterment: No disinterment shall take place without the written direction of the Interment Rights Holder or Personal Representative by entering into a contract for cemetery services in a form provided by the Township except as otherwise permitted by the Act or required by law. All required documentation for the disinterment shall be provided to the Township on the day of the disinterment.
 - 4.2.1 The raising and lowering of remains from standard depth to extra depth is considered a disinterment.
- 4.3 Closure of Cemetery during Disinterment: During a disinterment the cemetery shall be closed. Only those persons required or permitted by the Act or the Township shall be in attendance at a disinterment.
 - 4.3.1 The Township reserves the right to disallow any witnessing of the disinterment if the health or safety of anyone present may be at risk.
 - 4.3.2 Disinterments will be completed on a day and at a time designated by the Township.
- 4.4 Damages to Containers: The Township will not be responsible for damage to any casket or container which may occur during the course of the disinterment. If a new casket or container is required to facilitate the removal, additional charges to the Interment Rights

Holder or Personal Representative will apply.

- 4.4.1 The Township will not be responsible for any damage to any cremation urn or cremation outer container which may occur during a disinterment. If a replacement urn is required it will be at the expense of the Interment Rights Holder or Personal Representative.

5.0 CARE OF THE CEMETERY

- 5.1 Health and Safety of Visitors and Workers: The Township reserves the right to regulate the articles placed on a lot that pose a threat to the safety of any Interment Rights Holders, visitors to the cemeteries and Township Staff. Prohibited items include but are not limited to the following: glass containers, metal stakes (not including shepherd'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 Township.

- 5.2 Maintenance of Grounds: The Township shall maintain the grounds of the cemeteries, including all lots, structures and markers, to ensure the safety of the public and to preserve the dignity of the cemetery.

- 5.2.1 The Township will provide seeding where necessary in the cemeteries during the Fall Season when rain is most prevalent.

- 5.3 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 Township of McKellar. The Township shall have the right to remove any flowers, trees or shrubs on cemetery grounds.

- 5.3.1 Candles: Candles, incense, or other flammable articles are not permitted in any Township of McKellar cemeteries.

- 5.3.2 Copings, fences, curbs, benches, steps, structures of wood and containers wholly or partially of glass, solar lights, or other equally perishable and destructible materials are prohibited.

- 5.4 Refuse in Cemetery: No person shall litter within any cemetery.

- 5.5 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.

- 5.6 Personal Property Left on Lot(s): The Township 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.

- 5.7 Only one artificial or fresh wreath or one artificial or fresh flower arrangement shall be permitted on any 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 the cemetery staff.

- 5.8 Only one wreath or flower arrangement will be permitted on any single lot to mark special occasions which fall after October 15th. E.g. Remembrance Day, Christmas, Easter, etc. Such decorations must be removed within 21 days of placing them. If they are not removed within 21 days, they will be considered abandoned and may be disposed of by cemetery staff.

6.0 MARKERS

- 6.1 Upright markers, including headstones and pillow markers shall only be installed at the head of lots.

- 6.2 Requirement Before Installation: Markers and foundations will only be installed on lots when all indebtedness to the Township has been paid.

- 6.3 Care and Maintenance Fund – Markers: Every person wishing to install a marker in a cemetery shall pay to the Township the amount prescribed by the Act to be deposited in trust to the Care and Maintenance Fund - Markers. The maintenance, stabilization, security and preservation of all markers in the cemetery shall be the responsibility of the Township.

- 6.3.1 Despite the foregoing, in the event that trust funds were not collected in connection with markers sold prior to 1992, the Interment Rights Holder may be requested to contribute on a purely voluntary basis to the Care and Maintenance Fund – Markers.
- 6.4 Unstable Markers: In the event that a marker presents a risk to public safety because it is unstable, the Township shall make such repairs, or reset the marker or lay it down so as to remove the risk.
- 6.5 The Township shall use only reversible processes to preserve and stabilize a marker if the cost of doing so can be paid out of the income received by the Care and Maintenance Fund or out of funds from other sources. The Township shall only remove a marker if it cannot be preserved using income from the Care and Maintenance Fund - Markers. Whenever income from the Care and Maintenance Fund has been spent on stabilizing or restoring a marker, the Township shall record the particulars of the work done and money spent and make the information available to the public.
- 6.6 Removal of a Marker: Markers may be removed by the Township on a temporary basis where necessary for the ongoing operation of the cemetery.
- 6.6.1 The Township reserves the right to remove, at its sole discretion, any marker or upright marker which is not in keeping with the dignity and decorum of the cemetery.
- 6.7 Unique designs for upright markers (including a boulder used as a memorial and memorial benches), which deviate from this by-law, must be submitted to and approved by the Township.
- 6.8 Material and Finish of Markers: All markers shall be constructed of granite and/or bronze material unless otherwise approved in Section 6.7.
- 6.9 Wooden Crosses: All wooden crosses must be placed at the top of a lot and must be painted white or with clear varnish and appropriate lettering. Wooden crosses that become unsightly or present a health and safety risk will be removed by Township Staff.
- 6.10 Upright Marker Bases: Minor scraping of the upright marker base due to grass cutting is considered to be normal wear.
- 6.11 Specifications for Upright Markers:
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.”

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.
- 6.12 Upright Marker Foundations: Foundations for all upright markers will be installed by the monument company to a depth of 5' (1.52 m) and shall be the same dimensions as the base of the marker.
- 6.13 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 or other such embellishments which shall not project more than ¼" (5mm) above the surface of the Flat Marker.
b) All flat and pillow markers must be made of granite and/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 2" (5.08 cm).

- 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 a maximum of 12" (30.48 cm) thick and a minimum of 3" (7.62 cm) thick.
- 6.14 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)."
- 6.15 Corner Markers: Flat markers may be installed as corner markers on regular sized lots provided that they do not exceed 6" X 6" (15.24 cm X 15.24 cm) with a minimum thickness of 3" (7.62 cm).
- 6.16 Where, in accordance with Sections 3.6, there is more than one burial in a grave, then there shall be no more than one monument and two markers or three markers on that grave.

7.0 REGULATIONS FOR CONTRACTORS AND WORKERS

- 7.1 Public Liability and Insurance: All contractors performing work in a Township of McKellar cemetery are required to produce evidence of public liability and property damage insurance in an amount not less than two million dollars (\$2,000,000.00).
- 7.2 Workplace Safety and Insurance Board (WSIB): All contractors performing work in a Township of McKellar cemetery shall be required to produce evidence of good standing with WSIB. Prior to commencing any work in a 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.
- 7.3 Occupational Health and Safety Act: All contractors performing work in the cemeteries shall comply with the requirements of the Occupational Health and Safety Act and Regulations thereto.
- 7.4 Performing Work on Cemetery Grounds: 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 Township in the performance of their work.
- 7.5 Contractors shall temporarily cease all operations if there is a funeral / burial taking place anywhere in the cemetery. Work by contractors shall only proceed after the funeral / burial proceedings are complete.
- 7.6 Written Authorization: No person shall perform any work to inscribe, embellish, repair, or perform any other work on a marker or remove a marker without the written authorization of the Township. Such work will be authorized upon receipt of a request in writing from the Interment Rights Holder(s) or Personal Representative, in which the work proposed is described subject to the restrictions in this by-law.
- 7.7 Vehicle Weights: Vehicles in excess of 10,000 kg G.V.W. shall not enter the cemetery without the prior authorization of the Township.
- 7.8 Contractor's Liability: Contractors will conduct their operations to prevent damage to any grounds, turf, shrubs, trees, flowerbeds, upright markers, flat markers, pillow markers, vases, or any other article or natural feature in the cemetery. Contractors shall lay planks on the in-ground lots and paths over which heavy materials are to be moved in order to prevent damage. Any damage caused by contractors shall be rectified by the cemetery at the expense of the contractors.

7.9 Contractor Attire and Conduct: Contractors performing work within the cemetery are responsible for their actions, conduct, behaviour and attire. Shirts and pants or shorts (where appropriate) and CSA approved “green patch” safety boots must be worn at all times. Additional personal protective equipment must be worn when the work being performed requires it in accordance with the Occupational Health and Safety Act. Contractors who fail to comply with the required attire and protective equipment will be asked to leave the cemetery grounds.

7.10 Removal of Implements and Rubbish: Contractors working within the cemetery must remove all implements, equipment and rubbish from the cemetery at the conclusion of the work or at the end of each work day, unless prior permission to leave materials and equipment has been obtained from the Township. All work sites must be secured when left unattended.

8.0 CONTRAVENTION OF BY-LAW

Any person who contravenes any provision of this By-law is guilty of an offence and upon conviction is liable for the following fines as provided for in the Provincial Offences Act, R.S.O. 1990, c.P.33.

- (a) On a first conviction, to a minimum fine of \$500.00 and a maximum fine of not more than \$10,000.00; and
- (b) On any subsequent conviction, to a minimum fine of \$500.00 and a maximum fine of not more than \$25,000.00.

Where a Corporation is convicted of an offence under this By-law, the Corporation is liable for the following fines:

- (a) On a first conviction, to a minimum fine of \$500.00 and a maximum fine of not more than \$50,000.00; and
- (b) On any subsequent conviction, to a minimum fine of \$500.00 and a maximum fine of not more than \$100,000.00.

9.0 EFFECTIVE DATE

This By-law shall come into force and take effect on the date of passage or the date approval is received from the Registrar. By-law No., 08-16 as amended is hereby repealed upon the coming into force of this by-law.

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

READ a FIRST and SECOND time this 16th day of July, 2012.

“original signed by Reeve”

“original signed by Clerk”

READ a THIRD time and **PASSED** in **OPEN COUNCIL** this 16th day of July, 2012.

“original signed by Reeve”

“original signed by Clerk”

DATED:

this 12th day of December, 2012

“original signed”
Michael D’Mello
Registrar-Cemeteries Regulation Unit

**CORPORATION OF THE TOWNSHIP OF MCKELLAR
P.O. BOX 69 MCKELLAR, ONTARIO P0G 1C0 (705 389-2842)
MCKELLAR CEMETERY BOARD**

CERTIFICATE OF INTERMENT RIGHTS

PURSUANT TO The Funeral, Burial and Cremation Services Act, 2002 and Regulations and all amendments thereto,

BETWEEN: THE TOWNSHIP OF MCKELLAR, operating through **THE MCKELLAR CEMETERY COMMITTEE**, having its head office at McKellar, Ontario, hereinafter called **"THE MCKELLAR CEMETERY COMMITTEE"**

AND _____
Hereinafter called the **"Purchaser"**

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

RANGE: _____ **LOT NO.** _____ **SIZE:** _____ **AREA:** _____

as shown on the approved plan of _____.

DATE OF PURCHASE: _____

THE PURCHASER, by the acceptance of this indenture, indicates that the By-laws governing the operation of the cemetery have been received and read, and agrees to be guided by the said By-laws as well as the provisions of the Funeral, Burial & Cremation Services Act, 2002 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 MCKELLAR CEMETERY COMMITTEE** 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 of the Township of McKellar wherein restrictions on the erection or installation of markers are given.

IN WITNESS WHEREOF THE MCKELLAR CEMETERY COMMITTEE has affixed its signature by the hands of its proper signing officers this ____ day of _____, _____.

THE MCKELLAR CEMETERY COMMITTEE:

Per: _____
(Signature and Title)

Schedule ``B`` to By-law No. 2012-14

**CORPORATION OF THE TOWNSHIP OF MCKELLAR
P.O. BOX 69 MCKELLAR, ONTARIO POG 1C0 (705) 389-2842
MCKELLAR CEMETERY COMMITTEE
CONTRACT FOR PURCHASE OF INTERMENT RIGHTS
OR CEMETERY SUPPLIES OR SERVICES**

IN _____ CEMETERY

**OPERATED BY THE MCKELLAR CEMETERY COMMITTEE ON BEHALF OF THE
CORPORATION OF THE TOWNSHIP OF MCKELLAR**

RIGHTS TO:

Name	Address	Phone
------	---------	-------

DATE: _____ **PRE NEED:** _____ **AT NEED:** _____

DECEASED: _____ **DATE OF DEATH:** _____

PLACE OF DEATH: _____

RANGE: _____ **LOT:** _____ **GRAVE:** _____

FUNERAL DIRECTOR/TRANSFER SERVICE: _____

INTERMENT RIGHTS & SERVICES/SUPPLIES

LAND: ____ SPACES @ \$ _____ \$ _____

REPURCHASE PRICE \$ _____

AMOUNT TO 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 copy of the Regulations governing Township of McKellar Cemeteries and that the attached "Conditions of Contract" have been read and understood.

PURCHASED BY: _____

MCKELLAR CEMETERY COMMITTEE: _____

CONDITIONS OF CONTRACT

The Corporation of the Township of McKellar, operating through the McKellar Cemetery Committee 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
Upright monument over 4 ft. in height or width \$200.00 + 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 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 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 3 and 4 of Cemetery By-law No. 2012-14 and amendments thereto.
 - (f) In exercising the Interment Rights contracted herein, the following documents are required: (see Section 3 of Cemetery By-law No. 2012-14)
Interment Order, Burial Certificate or Cremation Certificate, Certificate of Interment Rights.
 - (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 1, General Information of Cemetery By-law No. 2012-14 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 issue a new certificate of interment rights to the transferee upon payment of the 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 2 of Cemetery By-law No. 2012-14 and amendments thereto.
 - (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 casket burial plus an additional two cremation burials over the casket or a total of four cremations per lot.
 - (l) Memorialization Permitted – Per single grave – 1 uprights monument and 2 flat markers OR 3 flat markers, see Section 3.6 of By-law No. 2012-12.

TOWNSHIP OF MCKELLAR
 P.O. BOX 69
 701 HWY /124
 MCKELLAR, ON
 P0G 1C0
 705-389-2842
 Cemetery Operator License #3293741

TARIFF OF RATES

	<u>RATEPAYER</u>		<u>NON RATEPAYER</u>
Single Lot	\$170.00		\$340.00
Care & Maintenance	\$250.00		\$250.00
HST	<u>\$ 54.60</u>		<u>\$ 76.70</u>
Total	\$474.60	Total	\$666.70
Staking/Marking Fee	\$ 50.00 plus HST		\$ 50.00 plus HST
Transfer Fee	\$ 20.00 plus HST		\$ 20.00 plus HST
- Plus difference between Resident and Non Resident rate, if applicable, see Section 2.8 of the By-law.			
Duplicate Certificate of Interment Rights	\$25.00 plus HST		

Each single lot may have one casket burial plus an additional two cremation burials over the casket or a total of four cremations per lot.

All casket interments are subject to a licence fee of \$10.00 (hst exempt) which will be remitted to the Ministry of Consumer Services.

Contribution to Care and Maintenance for Markers and Monuments Installation

	FEE	HST	TOTAL
Trust fund: Flat marker under 173 square inches	\$ 0.00	\$ 0.00	\$ 0.00
Flat marker over 173 square inches	\$ 50.00	\$ 6.50	\$ 56.50
Upright monument up to 4 feet in height or width	\$ 100.00	\$13.00	\$113.00
Upright monument over 4 feet in height or width	\$ 200.00	\$26.00	\$226.00

Prices shall be in effect as of August 1, 2012.