**THE CORPORATION OF THE TOWNSHIP OF MACDONALD, MEREDITH & ABERDEEN ADDITIONAL**

 **BY-LAW NO. 11-1726**

**BEING A BY-LAW FOR CEMETERY MAINTENANCE, MANAGEMENT AND CONTROL OF MAPLE LEAF, SYLVAN VALLEY & ABERDEEN CEMETERIES in the Township of Macdonald, Meredith & Aberdeen Additional**

***WHEREAS*** Municipalities under the Cemeteries Act, R.S.O. 1990 c. C4, s.3 (2) are empowered to establish, regulate and operate cemeteries within their jurisdiction;

***AND WHEREAS*** the Corporation of the Township of Macdonald, Meredith & Aberdeen Additional deems it necessary to pass a by-law governing the operation of the three cemeteries operated under the Township of Macdonald, Meredith & Aberdeen Additional Cemetery Board, namely:

Maple Leaf Cemetery

Sylvan Valley Cemetery

Aberdeen Cemetery

***NOW THEREFORE*** The Corporation of the Township of Macdonald, Meredith & Aberdeen Additional ENACTS as follows:

**SECTION A: DEFINITIONS**

**ACT** shall mean the Cemeteries Act, R.S.O. 1990 c.C4.

**BOARD** shall mean the Cemetery Board appointed by the Council of the Township of Macdonald, Meredith & Aberdeen Additional Council.

**CARE &** shall mean that fund in which all moneys received for care

**MAINTENANCE** and maintenance of lots has been invested by the Clerk

**FUND** Administrator of the Corporation of the Township of Macdonald, Meredith & Aberdeen Additional.

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

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

**SERVICES** i) opening and closing of a lot or plot;

ii) interring or disinterring human remains;

 iii) construction of a foundation for a marker;

**CLERK** shall mean the Clerk Administrator of the Corporation of the Township of Macdonald, Meredith & Aberdeen Additional.

**COUNCIL** shall mean the Council of the Township of Macdonald, Meredith & Aberdeen Additional

**CORPORATION** shall mean the Corporation of the Township of Macdonald, Meredith & Aberdeen Additional.

**INTER** shall mean the burial in the cemetery of the body or remains of a human being.

**INTERMENT** shall include the right to require or direct the interment of

**RIGHT** remains in a plot.

**LOT** shall mean an area of land set aside to contain human remains.

**PLOT** shall mean 2 or more lots in which the rights to inter have been sold together as a unit.

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

**MINISTER** shall mean the Minister of Consumer and Commercial Relations for the Province of Ontario.

**SECTION B: ADMINISTRATION**

1. The business and affairs of the three cemeteries, namely Maple Leaf, Sylvan Valley & Aberdeen shall be managed and supervised by a board composed of 1 council member and 6 people appointed by Council to hold office for four years or until his/her successor is appointed.

1. The Board shall be responsible for the administration, management, care, maintenance and improvement of the aforesaid cemeteries.
2. The Board shall have the authority to engage and authorize a caretaker or other employee and contractors to carry out the duties of the Board.
3. The Board shall be responsible to the Council of the Township of Macdonald, Meredith & Aberdeen Additional for the execution of their duties.
4. The council shall have the right to remove any or all members of the Board for failure to carry out their duties or for other just cause.
5. The Board shall elect from their own number, a Chairperson.
6. The Board shall appoint the Clerk Administrator who is responsible to the Council of the Township of Macdonald, Meredith & Aberdeen Additional for properly recording all matters and acts pertaining to cemeteries as come to within their respective jurisdictions and also act as Recording Secretary.
7. The Board shall render such reports as may be prescribed or as the Council may require.
8. The Council has authority to make final and binding decisions on behalf of the Board.
9. The Board shall meet at the call of the chairperson.
10. Fifty percent plus 1 of the Board shall comprise a quorum and no business shall be transacted unless a quorum is present.
11. All Board members to be provided with a copy of the By-law.

**SECTION C: FINANCIAL**

1. All fees and charges shall be paid as set out in the Schedule of Fees approved by Council which are subject to the approval of the Registrar. A Schedule of Fees is attached hereto as Schedule “A.”
2. Payments for all fees and charges shall be made at the township office of the Clerk Administrator and deposits made forthwith.
3. The Clerk Administrator or his/her designate shall keep such books, accounts and records as are necessary for properly recording all financial matters pertaining to cemeteries.
4. The Clerk Administrator or his/her designate shall receive all revenue belonging to, or pertaining to the cemeteries.
5. The Clerk Administrator or his/her designate shall maintain, invest, and administer the Care and Maintenance Fund in accordance with the provisions and regulations of the Act.
6. The Board shall submit a yearly budget to the Council setting out operating and capital expenses. Application and use of monies shall be under the control of the Board.
7. The revenue from the Care and Maintenance Fund shall be applied at the discretion of the Board for general maintenance of the Cemeteries. The Board shall not be bound to expend the whole or any part of the money earned, but may accumulate or hold any part thereof or invest the same.
8. The application of donations shall be at the discretion of the Board with due regard for the wishes of the donor.

**SECTION D: RULES & REGULATIONS**

1. All persons entering the cemetery shall behave with due decorum.
2. Plot owners shall not permit interments to be made in their plots for remuneration and shall not sell their plots for remuneration.
3. Drivers of vehicles within the Cemeteries shall respect all plots and shall be held responsible for any damage done by said vehicles.
4. Recreational vehicles are not permitted within the Cemeteries.
5. No person shall:
6. Place any fence, railing, curbs or other enclosures around, or anything other than sod (i.e. Crushed marble or gravel) on the surface of any lot or plot.
7. Plant any shrubs or trees without permission of the Board. The Board reserves the right to remove any unsightly or neglected shrubs or trees.
8. Plants or small shrubs only are permitted on graves up to 1 foot around headstones. Articles uncared for are not the responsibility of the cemetery and will be removed at the discretion of the caretaker.
9. Write upon, deface, injure or damage any marker, railings, fence or other structure.
10. Any person who damages any lot, plot, marker or any other structure in the cemeteries shall he held personally responsible.
11. The Corporation shall only be responsible for damage to lots, monuments and markers knowingly caused by Cemetery Staff.
12. Remains of animals shall not be placed in any lot or interred or cremated remains placed in the Cemeteries.

**SECTION E: OPERATIONS**

1. Lots or plots may be purchased by individuals upon payment of the appropriate fees as per Schedule “A” attached hereto.

2. The Certificate of Interment Rights for a lot or lots shall be in the form attached hereto as Schedule “B” to this by-law and shall show:

 a) The name and address of the purchaser of the lot or lots

 b) the location of the lot to be purchased

 c) the Cemetery that the lot is located in

 d) the amount of the sale price and date of purchase

 e) be signed by the purchaser in the presence of a witness

 d) upon payment in full the Corporation shall prepare, have executed and deliver a Certificate of Interment Rights to the purchaser as set out in this by-law

3. Refunds will be given for lot purchases only, Care & Maintenance fees are non- refundable & become part of the Trust Account.

4. The interment rights holder(s) may not resell the interment rights of lots except to the Township of Macdonald, Meredith & Aberdeen Additional in accordance with the Cemeteries Act (revised) and the regulations made under that act.

5. The Transfer of a lot shall convey only those rights set out in Section E (2) of this by-law

6. Upon receipt of a fully executed Transfer of Ownership, completed by the registered interment rights holder or that person’s legal representative, ascertained by production of a notarial copy of the Will or other evidence satisfactory to the Clerk or his/her designate, in the form attached hereto as Schedule “C” to this by-law, the Clerk or his/her designate shall immediately cause the transfer to be entered in the register kept for that purpose as aforesaid, and shall issue a new Certificate of Interment Rights.

7. Purchasers of lots or plots acquire only the right of burial of human remains therein, and of installing a marker or monument and such rights shall be subject to the provisions of the Cemeteries Act and of this by-law as amended from time to time and no purchaser shall acquire any right, title or interest except as for said or pursuant to the Cemeteries Act.

8. The interment Rights holder must designate, in writing, if another person is to be interred in his or her lot or plot.

**SECTION F: INTERMENT**

1. The Board is empowered to fix and regulate the price for opening and closing of lots or plots, subject to the approval by the Council and the Registrar.
2. No interment shall take place until such time as the lot or plot has been paid for, in full, including care & maintenance fees.
3. No interment shall take place until such time that a copy of the Burial Permit has been filed with the Clerk or his/her designate as designated by Council.
4. Interments shall take place only from April 15th to December 15th in any given year unless otherwise authorized by the Board and or caretaker.
5. No more than two (2) cremains interments shall be made in each cremation lot and no more than six (6) cremains interments shall be made in any regular lot.
6. Only one interment may be made in a lot. Double depth interments shall not be permitted.
7. Notice of each interment to be made shall be given to the Clerk or his/her designate at least 24 hours previous thereto except under special circumstances. The Board will not be responsible for having lots prepared for funerals unless such notice is given.
8. The Board reserves the right to select the location of the lot for any indigent burial.
9. Remains of animals shall not be placed in any lot or interred or cremated remains placed in the Cemeteries.

**SECTION G: DISINTERMENT**

1. No disinterment shall be allowed in any lot or plot unless in accordance with Section 51 of the Cemeteries Act (Revised).

**SECTION H: MARKERS**

1. The Board reserves the right to determine the size of the markers, their composition, their number and location on each lot or plot:
2. No more than one upright marker shall be erected on one lot.
3. The minimum thickness of a marker shall be 5 inches at its narrowest point.
4. Markers shall not exceed 44 inches in height, including foundation (as per Act).
5. Flat markers on a single lot shall not exceed 24 inches wide by 6 inches deep.
6. All markers to be granite, bronze or stone or wood at the discretion of the Board
7. No markers shall be allowed to stand on interment space of any lot or plot.
8. Upright markers shall be set upon an adequate foundation no less than 6 inches deep and must exceed the marker by a minimum of 6 inches on all sides. Foundation shall be flush with the ground.
9. No marker shall be erected with out the supervision of the Board or its designate.
10. The Board or its designate reserves the right to enter onto any lot or plot to remove any marker or other structure or any inscription not in keeping with the decorum and dignity of the cemetery.
11. The Board shall not be held responsible for scratches or chips, which could occur from regular maintenance.

6. The Board shall be responsible for the maintenance and repairs of markers and may lay down markers considered unsafe.

**SECTION I: EFFECTIVE DATE**

1. This By-law shall come into force and take effect upon its approval by the Minister of Consumer and Business Services.

2. By-law #84-872 is hereby repealed.

**READ A FIRST and SECOND TIME** this 5th day of April, 2011

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 **MAYOR** **CLERK ADMINISTRATOR**

**READ A THIRD TIME and PASSED** this 19th day of April, 2011.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**MAYOR** **CLERK ADMINISTRATOR**

**THE CORPORATION OF THE TOWNSHIP OF MACDONALD, MEREDITH**

**& ABERDEEN ADDITIONAL**

**SCHEDULE “A” TO BY-LAW 11-1726**

**SCHEDULE OF FEES FOR CEMETERIES**

**SALE OF LOTS**

Land $100.00

Care and Maintenance $150.00

(Perpetual Care)

Transfer $2.00

**OPENING & CLOSING**

Cremains Site $100.00

Traditional Site $450.00

**INSTALLATION OF MARKERS**

Flat Markers less than 173 square inches Nil

Flat marker larger than 173 square inches $50.00

Upright Markers less than 4’ x 4’ $100.00

100% allocated to care and maintenance fund for all marker fees as set out in

O/Regulation 132/92

**DISINTERMENT CHARGES**

Disinterment of burial $2,000.00

Disinterment of cremated remains $350.00

**SCHEDULE “B” TO BY-LAW 11-1726**

**THE CORPORATION OF THE TOWNSHIP OF MACDONALD, MEREDITH**

**& ABERDEEN ADDITIONAL**

**CERTIFICATE OF INTERMENT RIGHTS**

Date of Purchase:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

BETWEEN

**The Corporation of the Township of Macdonald, Meredith & Aberdeen Additional**

**Operating the Maple Leaf, Sylvan Valley and Aberdeen Cemeteries**

Hereinafter called the “Cemetery Owner”

And

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name/Names)

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Address)

Hereinafter called the “Purchaser”

**IN CONSIDERATION** of the sum of $\_\_\_\_\_\_\_\_\_\_, receipt of which is hereby acknowledged, and which includes the sum of $\_\_\_\_\_\_\_\_\_ for Care and Maintenance (Perpetual Care), which is deposited with the Township of Macdonald, Meredith & Aberdeen Additional, the Cemetery Owner agrees to assign to the purchaser the Burial of Interment Rights as follows:

**MAPLE LEAF CEMETERY**

**SYLVAN VALLEY CEMETERY**

**ABERDEEN CEMETERY**

Section\_\_\_\_\_\_\_\_\_\_ Plot\_\_\_\_\_\_\_\_\_ Lot\_\_\_\_\_\_\_\_\_\_ Dimensions\_\_\_\_\_\_\_\_\_\_

The Purchaser, by acceptance of this Certificate, indicates that the By-law governing the operation of the Cemetery has been received and read, and agrees to be guided by the said By-law as well as provisions of the Cemetery Act 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 Purchaser.

Information contained on this form is considered public information as per the Cemeteries Act (Revised). The purchase of a lot conveys only the right of burial of human remains therein and of installing a marker and no other right of title or interest is obtained in the lot/plot.

**IN WITNESS** whereof, the Cemetery Owner has affixed its signature by the hand of its property signing officer this\_\_\_\_\_\_\_\_\_\_day of\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**THE CORPORATION OF THE TOWNSHIP OF MACDONALD, MEREDITH & ABERDEEN ADDITIONAL**

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**PURCHASER**

Land $\_\_\_\_\_\_\_\_\_\_ P/C $\_\_\_\_\_\_\_\_\_\_ Payment \_\_\_\_\_\_\_\_\_\_

**SCHEDULE “C” TO BY-LAW NO. 11-1726**

**THE CORPORATION OF THE TOWNSHIP OF MACDONALD, MEREDITH**

**& ABERDEEN ADDITIONAL**

**APPLICATION FOR TRANSFER OF OWNERSHIP**

I,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The registered owner or legal representative of the owner, hereby make application for the transfer of:

**Section\_\_\_\_\_\_\_\_\_\_\_ Plot\_\_\_\_\_\_\_\_\_\_ Lot\_\_\_\_\_\_\_\_\_\_**

**MAPLE LEAF CEMETERY**

**SYLVAN VALLEY CEMETERY**

**ABERDEEN CEMETERY**

Now registered in the name of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

To

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name) (Address)

In accordance with By-laws governing the Cemeteries

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness Owner or Legal Representative