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

BY-LAW NO. 15-1878

BEING A BY-LAW TO PROVIDE REGULATIONS FOR THE OPERATION OF ALL MUNICIPAL CEMETERIES OWNED BY THE TOWNSHIP OF MACDONALD, MEREDITH & ABERDEEN **ADDITIONAL**

WHEREAS pursuant to the Funeral, Burial and Cremation Services Act, 2002, as amended, and the regulations made pursuant to the said Act, municipalities are empowered to make by-laws governing the operation of cemeteries.

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

SECTION A: DEFINITIONS

ACT shall mean the Funeral, Burial and Cremation Services Act, 2002 and all amendments

thereto, together with all Regulations prescribed thereunder;

BOARD shall mean the Cemetery Board appointed by the Council of the Township of Macdonald,

Meredith & Aberdeen Additional;

CARE &

MAINTENANCE

and maintenance of lots and markers has been invested by the Clerk Administrator of the Township of Macdonald, Meredith & **FUND**

Aberdeen Additional under the Act;

CARETAKER shall mean the person/contractor hired by the Township of Macdonald, Meredith

shall mean that fund in which all moneys received for care

Aberdeen Additional/Board to maintain the cemeteries;

CEMETERY

shall mean the following services:

SERVICES opening and closing of a grave; i)

> interring or disinterring human remains; ii)

general care of graves; iii)

any other services normally provided by the owner of a cemetery; iv)

shall mean the Clerk Administrator of the Corporation of the Township of Macdonald, **CLERK**

Meredith & Aberdeen Additional;

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

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

Additional:

DISINTERMENT shall mean the removal of a casket or cremated remains from a lot;

INTERMENT shall mean the burial of human remains or cremated remains in a grave;

INTERMENT

shall mean the Certificate issued by the Corporation to a

RIGHTS purchaser upon payment of the cost of interment rights and

CERTIFICATE cemetery services;

INTERMENT

CERTIFICATE

RIGHTS

shall mean the person to whom the interment rights certificate is issued or his or her legal representative, ascertained by production of a notarial copy of the Will or other evidence

satisfactory to the Clerk Administrator; **HOLDER**

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

MARKER shall mean any monument, tombstone, plaque, headstone or other structure or ornament

affixed to a lot or plot intended for human remains;

OUTER 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 **CONTAINER**

casket or urn;

PLOT shall mean 2 or more lots in which the rights to inter have been sold as a unit; **PRICE LIST** shall mean the price list of services provided by the Corporation;

TRANSFER shall mean a gift, bequest or any other transfer made without consideration as may be permitted by the *Act*;

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.
- 2. The Board shall be responsible for the administration, management, care, maintenance and improvement of the aforesaid cemeteries.
- 3. 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.
- 4. The Board shall be responsible to the Council of the Township of Macdonald, Meredith & Aberdeen Additional for the execution of their duties.
- 5. 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.
- 6. The Board shall elect from their own number, a Chairperson.
- 7. 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 Secretary Treasurer.
- 8. The Board shall render such reports as may be prescribed or as the Council may require.
- 9. The Council has authority to make final and binding decisions on behalf of the Board.
- 10. The Board shall meet at the call of the chairperson.
- 11. Fifty percent plus 1 of the Board shall comprise a quorum and no business shall be transacted unless a quorum is present.
- 12. All Board members to be provided with a copy of the By-law.
- 13. 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."
- 14. Payments for all fees and charges shall be made at the township office of the Clerk Administrator and deposits made forthwith.
- 15. 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.
- 16. The Clerk Administrator or his/her designate shall receive all revenue belonging to, or pertaining to the cemeteries.
- 17. 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*.
- 18. 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.
- 19. The revenue from the interest of 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.
- 20. Care and 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 fee if there was no previous Care and Maintenance contribution ever made.

SECTION C: RULES & REGULATIONS

- 1. All persons entering the cemetery shall conduct themselves in a manner keeping with the dignity of the cemetery.
- 2. Hours of Operation: Interment Rights Holders and the general public can visit the cemeteries during daylight hours. Cemetery information is available at the Township of Macdonald, Meredith & Aberdeen Additional office from 8:30 a.m. to 4:30 p.m. Monday through Friday with the exception of holidays. Arrangements can be made during office hours for burials.
- 3. No person shall do any work within the cemetery without the permission of the Board, Township or Caretaker.
- 4. Drivers of vehicles within the Cemeteries shall respect all plots and shall be held responsible for any damage done by said vehicles.
- 5. Recreational vehicles are not permitted within the Cemeteries.
- 6. No refreshments or alcoholic beverages shall be permitted within the cemeteries.
- 7. No person shall place any borders fences walls, curbs, benches, steps, railing, or other enclosures around a grave.
- 8. All lots will be kept properly graded, sodded and mowed by the Township and no crushed marble or gravel is to be placed on the surface of any lot or plot.
- 9. No person shall plant any shrubs or trees without the permission of the Board or Township. The Township reserves the right to remove any unsightly or neglected shrubs or trees.
- 10. Plants or small shrubs are only permitted on graves up to one foot around headstones. Articles uncared for are not the responsibility of the cemetery and will be removed at the discretion of the caretaker or staff.
- 11. No person shall damage, destroy, remove, or deface any property within the cemetery.
- 12. The Corporation shall only be responsible for damage to lots, monuments and markers knowingly caused by Cemetery Staff.
- 13. Remains of animals shall not be placed in any lot or interred or cremated remains placed in the Cemeteries.

SECTION D: INTERMENTS, INTERMENT RIGHTS CERTIFICATE & CONTRACTS

- 1. Interment Rights may be purchased by individuals upon payment of the appropriate fees as per Schedule "B" attached hereto.
- 2. 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 "B" and such Contract shall be set out in Schedule "C"
- 3. Lots sold shall be covered a rate for care and maintenance set forth in the fee schedule attached as Schedule "A" as prescribed in accordance with the *Act*.
- 4. 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 Macdonald, Meredith & Aberdeen Additional, their request must be in writing. The interment Rights shall be repurchased at current market value less the original Care and Maintenance contribution that was paid.
- 5. An Interment Rights Holder is permitted to transfer an Interment Rights Certificate once the information as set out has been provided:
 - a) notice in writing specifying the name, address of the transferee

- b) evidence satisfactory to the Township that the Interment Rights Holder is the owner of the lot.
- c) must return the original Interment Rights Certificate.
- d) payment of a transfer fee as set out in Schedule "A"
- 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 "D" 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. A purchaser has the right to cancel an interment rights contract within thirty days of signing the interment rights contract by providing written notice of the cancellation to the Township. The Township will refund all monies paid by the purchaser within thirty days from the date of the request for cancellation. If the request comes in after thirty days the Township will refund all monies paid by the purchaser less the amount deposited into the Care and Maintenance Fund. The Interment Rights Certificate must be returned to the Township along with the written notice of cancellation.
- 7. Purchasers of lots 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 *Funeral*, *Burial and Cremation*Services 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 Act.
- 8. The interment Rights holder must designate, in writing, if another person is to be interred in his or her lot or plot.
- 9. The Board is empowered to fix and regulate the price for opening and closing of lots, subject to the approval by the Council and the Registrar.
- 10. No interment shall take place until such time as the lot or plot has been paid for, in full, including care & maintenance fees as set out in Schedule "A".
- 11. No interment shall take place until such time that a copy of the Burial Permit has been filed with the Clerk Administrator or his/her designate as designated by Council.
- 12. Interments shall take place only from April 15th to December 15th in any given year unless otherwise authorized by the Board and or caretaker.
- 13. Each regular sized lot can be used for one casket burial plus an additional two cremation burials or a total of six cremations burial.
- 14. Only one standard interment may be made in a lot. Double depth interments shall not be permitted.
- 15. Notice of each interment to be made shall be given to the Clerk or his/her designate at least 48 hours previous thereto except under special circumstances. The required permits shall be provided prior to interment.
- 16. The Board reserves the right to select the location of the lot for any indigent burial.
- 17. Remains of animals shall not be placed in any lot or interred or cremated remains placed in the Cemeteries.

SECTION E: DISINTERMENT

- 1. No disinterment shall occur without written consent of the local Medical Officer of Health and the Interment Rights Certificate holder, except on an order from the Court or as provided in the *Act*.
- 2. Only Township employees or designates, law enforcement officers, and representatives of Algoma Public Health may be present at a disinterment. All disinterment's shall comply with Ontario Ministry of Health regulations.
- 3. Prior to disinterment, the Township in its sole discretion, may remove any marker, shrub, or plant at the expense of the Interment Rights Certificate holder.
- 4. During a disinterment the cemetery shall be closed. Only those persons required or permitted by the *Act*

or the Township shall be in attendance.

- 5. The Township will not be responsible for damage to any casket or container which may occur during the course of the disinterment.
- 6. 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.

SECTION F: MARKERS

- 1. The Township reserves the right to determine the size of the markers, their composition, their number and location on each lot or plot:
 - 1) No more than one upright marker shall be erected on one lot.
 - 2) The minimum thickness of a marker shall be 5 inches at its narrowest point.
 - 3) Markers shall not exceed 44 inches in height, including foundation (as per Act).
 - 4) Flat markers on a single lot shall not exceed 24 inches wide by 6 inches deep.
 - 5) All markers to be granite, bronze or stone or wood at the discretion of the Board
 - 6) No markers shall be allowed to stand on interment space of any lot or plot.
- 2. 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.
- 3. No marker shall be erected with out the supervision of the Township or its designate.
- 4. The Township 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.
- 5. The Township shall not be held responsible for scratches or chips, which could occur from regular maintenance.
- 6. The Township shall be responsible for the maintenance and repairs of markers and may lay down markers considered unsafe.

SECTION G: SCHEDULES

1. All Schedules attached hereto shall form part of this by-law.

SECTION H: PENALTIES

1. Any person who contravenes any provision of this by-law is guilty of an offence and subject to a penalty in accordance with the provisions of the *Provincial Offences Act* or the *Act* as amended.

SECTION I: REPEAL

1. By-law #11-1726 as amended is hereby repealed as of the date that this By-law comes into full force and effect.

SECTION J: EFFECTIVE DATE

1. This By-law shall come into force and take effect upon its approval by the Cemeteries Branch of the Ontario Ministry of Consumer Services .

MAYOR	CLERK ADMINISTRATOR
READ A THIRD TIME and F	PASSED this 3 rd day of February, 2015.
MAYOR	CLERK ADMINISTRATOR

 \boldsymbol{READ} A FIRST and SECOND TIME this 27th day of January, 2015

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

SCHEDULE "A" TO BY-LAW #15-1878

SCHEDULE OF FEES FOR CEMETERIES

SALE OF LOTS

Land \$100.00

Care and Maintenance

(Perpetual Care)

\$250.00 – Increased to \$290.00 on January 1, 2022

Transfer \$2.00

OPENING & CLOSING

Cremation \$100.00

Cremation larger than

12" x 12"

\$200.00

Standard \$450.00

INSTALLATION OF MARKERS

Flat Markers less than 173 square inches Nil

Flat marker larger than 173 square inches \$50.00-Increased to \$100.00 as of January 1, 2022

Upright Markers less than 4' x 4' \$100.00-Increased to \$200.00 as of January 1, 2022

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 NO. 15-1878

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

CERTIFICATE OF INTERMENT RIGHTS

Certificate No	Date of Purchase:	Contract No	
Pursuant to the Funeral, B	urial and Cremation Service	es Act, 2002 and Regulations and all amendments thereto:	
Name of Rights Holder		Name of Rights Holder	
Full Address		Full Address	
Cemetery Name & Addres	SS		
Interment Right Location:			
Dimensions:			
Interment Rights Capacity	:		
Type of Marker Permitted	:		
Interment Rights Price:			
Care & Maintenance: \$290	0.00 Amended January 1, 20	22	
HST:			
TOTAL:			
Meredith & Aberdeen Ade guided by the said by-law included as part of this Ce The Purchaser agrees that will be returned to the Tov	ditional governing the operate as well as provision of the Fortificate. in the event of a transfer of two whip of Macdonald, Mered	ates that By-law #15-1878 of The Township of Macdonald, ion of the cemetery has been received and read, and agrees to be uneral, Burial and Cremation Services Act, 2002 as if these were the said Interment Rights, this Certificate cannot be transferred but ith & Aberdeen Additional who will issue a new Certificate to the	
•	lations contained within this		
•		the Purchaser agrees to abide by the terms of By-law #15-1878 are wherein restriction on the erection or installation of markers are	ıd
Additional to collect, use a Burial and Cremation Serv	and disclose your personal in vices Act and any regulations as that the Township of Macd	permit the Township of Macdonald, Meredith & Aberdeen formation in accordance with the requirements under the Funeral, a thereto for information within the cemetery public register. The onald, Meredith & Aberdeen Additional does not rent or sell	
This Interment Rights Cer title or interest is conveyed		nt of interment and the right to install a marker. No other right of	
In WITNESS whereof the hands of its proper signing	_	eredith & Aberdeen Additional has affixed its signature by the	
day of	,		

For the Township of Macdonald, Meredith & Aberdeen Additional

SCHEDULE "C" TO BY-LAW NO. 15-1878

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

CONTRACT FOR PURCHASE OF INTERMENT RIGHTS OR CEMETRY SERVICES

IN__ ____CEMETERY OPERATED BY THE TOWNSHIP OF MACDONALD, MEREDITH & ABERDEEN ADDITIONAL 208 CHURCH ST. ECHO BAY, ON POS 1C0 705-248-2441 **LICENSE NO.3262791-1**

Contract #		
Date of Purchase (Day/Month/Year):		
PURCHASER	RECIPIENT (if different from Pr	urchaser)
Name:	Name:	
Address:	Address:	
City:	City:	
Province & Postal Code:	Province & Postal	
Code:		
Telephone #:	Telephone #:	
E-mail:	E-mail:	
E man.	D man.	
	Date of Birth:	
	Place of Birth:	
Purchaser's relationship to Recipient:		
Turchaser's relationship to Recipient.		
Name of Deceased:		
This Contract for Purchase of Interment Rights or Cemetery Township of Macdonald, Meredith & Aberdeen Additional		-
The Purchaser (if different than the Recipient) represents be the Recipient's interment rights and prepaid cemetery servi- enforceable to the benefit of and be binding upon the partie successors, and assigns.	ces specified in this Contract. This Cont	ract will be
INTERMENT RIGHTS in Cemetery:		
Standard Grave Location:		\$
Cremation Location:		\$
SERVICES-Interment Fees		
Standard Grave:		\$
Cremation:		\$
	Sub Total (Interment Rights)	\$
	Amount for Care & Maintenance	
DISINTERMENT FEES:		
Standard Grave:		\$
Cremation:		\$
	Sub Total (Services)	\$
	Sub Total (Services)	Ψ
	Total Interment Rights & Services	s \$
Contribution to Care and Maintenance Fund		\$290.00
Contribution to Care and Maintenance Fund-Markers (<i>Act</i>)	as prescribed by the Funeral, Burial and	l Cremation Services
Flat Markers less than 173 square inches		Nil
Flat Markers larger than 173 square inches		\$100.00
Upright Markers less that 4'x4'		\$200.00
opingin markor ross that t At		Ψ 2 00.00

Upright Markers less that 4'x4'

Contract Terms and Conditions

- 1. The Purchaser may only cancel a contract for interment rights or cemetery services upon written notice of cancellation to the Clerk Administrator in accordance with the Funeral, Burial and Cremation Services Act and the terms and conditions set out herein.
- 2. Where interment rights have not been exercised and none of the contracted cemetery services have been provided and where the contract is cancelled within thirty (30) days of its execution, the Corporation of the Township of Macdonald, Meredith & Aberdeen Additional shall refund the Purchaser all monies paid.
- 3. Where interment rights have not been exercised and part of the contracted cemetery services have been provided, and where the contract is cancelled within thirty (30) days of its execution, the Corporation of the Township of Macdonald, Meredith & Aberdeen Additional shall refund the Purchaser the amount described in (2) above which shall be reduced by the cost of cemetery services provided as set out in the current Fee Schedule.
- 4. A contract for interment rights cannot be cancelled more than thirty (30) days after the date of execution of the contract.
- 5. The private resale of interment rights by the purchaser is prohibited.
- 6. The cemetery owner shall repurchase the interment rights by written request only and within thirty (30) days from the date the written request was received.
- 7. 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.
- 8. If the purchaser wishes to transfer an Interment Rights, the purchaser shall give written notice of the transfer to the Township of Macdonald, Meredith & Aberdeen Additional and return the original certificate of interment rights to the cemetery owner. The Township shall then issue a new certificate of interment rights to the transferee upon payment of the applicable transfer fee.
- 9. An Interment Rights Certificate will not be issued until this Contract has been paid in full.
- 10. Interment Rights Capacity-each regular sized lot can be used for one standard burial plus an additional two cremation burials or a total of six cremations per lot.
- 11. Markers Permitted-Per single lot one upright and 2 flat makers or six flat markers for cremation lots.

Personal Information

The Purchaser acknowledges and provides consent to permit the Township to collect, use and disclose personal information in accordance with the requirements under the *Funeral, Burial and Cremation Services Act* and the regulations made thereunder for information within the cemetery public register. The Purchaser also understands that the Township does not rent or sell personal information or third party organizations.

All information provided by the Purchaser to the Township shall be held, retained, disclosed, and destroyed as the case may be, in accordance with the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*.

Consumer Information Guide and Cemetery Price List

By initialing below, the Purchaser acknowledges receiving a copy of the Ontario Government's Consumer Information Guide (where made available by the Registrar) and the Cemetery Price List at the time of entering into this Contract.

(____) I hereby acknowledge that I have been offered and/or received a copy of the Ontario Government's Consumer Information Guide and the Cemetery Price List.

()	I have reviewed the terms and conditions of the Contract and hereby confirm that the interments rights and cemetery services as specified in this Contract are complete and correct. I direct the Township to proceed with the sale of the interment rights as identified in this Contract in accordance with the Cemetery By-law No. 15-1878 which is now or at any time hereinafter in force.				
()) I hereby acknowledge that I have received and reviewed a copy of Cemetery By-law No.15-1878				
()) I acknowledge having received a copy of this Contract, and will assume full responsibility for payment of the total Contract price to the township in accordance with the terms and conditions of the Contract.				
	The Contract date set out below is the date on which	h this Contract is accepted by the Township.			
Purch	aser:	Date:			
Purch	aser:	Date:			
		Accepted on behalf of the Township of Macdonald, Meredith & Aberdeen Additional			
		Name:			

SCHEDULE "D" TO BY-LAW NO. 15-1878

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 app	olication for the transfer of:
Section	Plot	Lot	_
MAPLE LEAF CEN SYLVAN VALLEY ABERDEEN CEMI	CEMETERY		
Now registered in the	e name of		
То			
	of		
(Name)		(Address)	
In accordance with B	y-law No. 15-1878		
Witness		Owner or Legal Repres	 sentative