

THE CORPORATION OF THE TOWNSHIP OF CRAMAHE

BY-LAW NUMBER 2012-49

Being a By-law to govern the operation of municipal Cemeteries under the jurisdiction of the Township of Cramahe and, in particular, governing rights, entitlements and restrictions with respect to interment rights, in accordance with the *Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c.33*

WHEREAS The Corporation of the Township of Cramahe owns and operates municipal cemeteries known as East Colborne Cemetery located at Lot 218A Plan Block Reid PLN 224 Durham Street North, Colborne; Carr Cemetery located at Lot 11 Concession 8 Cramahe Township; Red Cloud Cemetery located at Pt Lot 30 Concession 10, Cramahe Township; Walker Cemetery located at Lot 26 Concession 5, Cramahe Township; Woods Cemetery located at Lot 12 Concession 1 Plan 38R-1862 Cramahe Township.

AND WHEREAS the *Funeral, Burial and Cremation Services Act (FBCSA), 2002, S.O. 2002, c.33* (Act) regulates the operation of cemeteries in Ontario;

AND WHEREAS the Council of The Corporation of the Township of Cramahe deems it desirable to enact a By-law to regulate the operation of municipal cemeteries;

AND WHEREAS public notice of Council's intention to pass this By-law was provided in accordance with the Act;

NOW THEREFORE THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF CRAMAHE ENACTS AS FOLLOWS:

A. DEFINITIONS

Burial: The opening and closing of an in ground lot or plot for the disposition of human remains or cremated human remains.

By-laws: The rules and regulations under which the Cemetery operates.

Care and Maintenance Fund: It is a requirement under the Act that a percentage of the purchase price of all interment rights, and set amounts for marker and monument installations is contributed into the care and maintenance fund or monument care fund as is appropriate. Interest earned from these funds is used to provide care and maintenance of plots, lots, and stability of markers and monuments at the cemetery.

Cemetery Manager: A person(s) designated by the Corporation of the Township of Cramahe to execute all rights and responsibilities under this by-law and under the Act.

Cemetery Operator: The Corporation of the Township of Cramahe.

Contract: For purposes of this by-law, all purchasers of interment rights or cemetery services must sign a contract with the cemetery, detailing obligations of both parties and acceptance of the cemetery by-law.

Corner Posts: Shall mean any stone or other land markers set flush with the surface of the ground and used to indicate the location of a lot or plot.

Grave: (Also known as a Lot) means any in ground burial space intended for the interment of a child, adult or cremated human remains.

Interment Right: The right to require or direct the interment of human remains or cremated human remains in a grave or lot and direct the associated memorialization.

Interment Rights Certificate: The document issued by the Cemetery to the purchaser once the interment rights have been paid in full, identifying ownership of the interment rights.

Interment Rights Holder: Any person designated to hold the right to inter human remains in a specified lot.

Lot: For the purposes of this By-Law a lot is a single grave space measuring 48 inches by 120 inches or 1.0 meter by 3.05 meters.

Marker: Shall mean any permanent memorial structure that is set flush and level with the ground within the designated memorial space, and used to mark the location of a burial lot.

Monument: Any permanent memorial projecting above the ground installed within the designated memorial space to mark the location of a burial or lot.

Memorial Space: An area specified at the head end of a grave for the installation of a monument or marker.

Plot: For the purposes of these by-laws, a plot is a parcel of land, sold as a single unit, containing multiple lots.

B. GENERAL INFORMATION

Cemetery Operator Discretion

The sale of interment rights or the authorization for burial is at the discretion of the Cemetery Operator. Burial authorization is subject to the provision of evidence of interment rights by the interment rights holder, availability of documentation proving unused lot space, and other factors as may require consideration. The sale of interment rights is subject to the cemetery being considered an 'active' cemetery.

Hours of Operation:

Visitation Hours: Daily from dawn until dusk

Office Hours: 8:30am - 4:30pm Monday to Friday with the exception of all public holidays

Burial Hours: There are no Sunday burials. Burials from Monday to Saturday are available after 9am and before 6pm. Note: Additional charges may apply depending on day and time.

General Conduct:

The Cemetery Operator reserves full control over the cemetery operations and management of land within the cemetery grounds. No person may damage, destroy, remove or deface any property within the cemetery. All visitors shall conduct themselves in a quiet manner that shall not disturb any service being held.

By Law Amendments:

The cemetery shall be governed by this bylaw, and all procedures shall comply with the Funeral Burial & Cremation Services Act, 2002 and Ontario Regulation 30/11, as may be amended.

All amendments must include proper notice as per Section 151 of Ontario Regulation 30/11. All by-laws and amendments are subject to the approval of the Registrar, Cemeteries Regulation Unit, Ministry of Consumer Services.

Liability:

The Cemetery Operator shall 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, monument, marker, or other article that has been placed in relation to an interment right save and except for direct loss or damage caused by gross negligence of the cemetery operator.

Public Register:

Provincial legislation – Section 110 of Ontario Regulation 30/11 requires all cemeteries to maintain a public register that is available to the public during regular office hours.

Pets or Other Animals:

Pets or other lower animals, including cremated animal remains, are prohibited from burial or scattering on cemetery grounds.

Right to Re-Survey:

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.

Notice of Resale and Transfer of Interment Rights:

The Cemetery Operator permits the interment rights holder to sell or transfer their interment rights back to the Cemetery, at no more than the current price listed on the cemetery price list, provided the sale or transfer is conducted through the Cemetery Operator and the purchaser meets the qualifications and requirements as outlined in the Cemetery Operator's by-laws and provides for the administrative charge outlined in the cemetery price list to transfer the interment rights certificate.

C. CANCELLATION OR RESALE OF INTERMENT RIGHTS

Purchasers of interment rights 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-laws.

In accordance with cemetery by-laws, no burial or installation of any monument, marker, inscription, or memorialization is permitted until the interment rights have been paid in full. An interment rights certificate shall be issued to the interment rights holder(s) when payment has been made in full. The purchase of interment rights is not a purchase of Real Estate or real property.

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 shall refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation.

Cancellation of Interment Rights after the 30 Day Cooling-Off Period:

Upon receiving written notice from the purchaser of the interment rights, the Cemetery Operator shall cancel the contract and issue a refund to the purchaser for the amount paid for the interment rights less the appropriate amount that is required to be deposited into the Care and Maintenance Fund. This refund will be made within thirty (30) days of receiving said notice. If the interment rights certificate has been issued to the interment rights holder(s), the certificate must be returned to the Cemetery Operator along with the written notice of cancellation.

If any portion of the interment right has been exercised, the purchaser, or the interment rights holder(s) are not entitled to cancel the contract or re-sell the interment rights.

Care and Maintenance Fund and Monument Care Fund Contributions:

As required by sections 166 and 168 of Regulation 30/11, a percentage of the purchase price of all interment rights and a prescribed amount for monuments and markers is contributed into the care and maintenance fund or the monument care fund as is appropriate. Income from these funds are used to provide only general care and maintenance of the cemetery and maintain safety of monuments. Contributions to the care and maintenance fund or monument care fund are not refundable except when interment rights are cancelled within the 30 day cooling off period.

Requirements if resale of interment rights is permitted

The Cemetery Operator shall:

1. require a statement signed by the rights holder(s) transferring the interment rights acknowledging the transfer of the interment rights to the transferee(s);
2. require confirmation that the person transferring the interment rights is the person registered on the cemetery records and that they have the right to transfer the interment rights;
3. record the date of transfer of the interment rights to the transferee(s);
4. record the name and address of the transferee(s);
5. require a statement of any money owing to the Cemetery Operator in respect to the Interment Rights;

Once the endorsed certificate and all required information has been received by the Cemetery Operator from the rights holder(s), the Cemetery Operator shall issue a new interment rights certificate to the transferee(s).

Upon completion of the above listed procedures, and upon the issuance of the new interment rights certificate, the transferee(s) shall be considered the current interment rights holder(s) of the interment rights, and the transfer of the interment rights shall be considered final in accordance with the cemetery by-laws and the Act.

The Cemetery Operator may charge an administration fee for the issuance of a duplicate certificate in accordance with the price listed on the Cemetery Operator's current price list.

D. BURIAL

Interment rights holder(s) must provide written authorization prior to a burial or an entombment taking place. 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 i.e. Personal Representative, Estate Trustee, Executor or next of kin.

A burial permit issued by the Registrar General or equivalent document showing that the death has been registered with the province must be provided to the cemetery office prior to a burial taking place. A Certificate of Cremation must be submitted to the cemetery office prior to the burial of cremated remains taking place.

In accordance with the Act the purchaser of interment rights must enter into a cemetery contract, providing such information as may be required by the Cemetery Operator for the completion of the contract and the public register prior to each burial of human remains.

Payment must be made to the cemetery before a burial can place.

The cemetery shall be given 36 hours of notice for each burial of human remains.

The opening and closing of graves shall only be conducted by cemetery staff or those designated to do work on behalf of the cemetery.

Cremated remains are not permitted to be scattered on a grave.

Human remains may be disinterred from a lot provided that the written consent (authorization) of the interment rights holder has been received by the Cemetery Operator and the prior notification of the medical officer of health. A certificate from the local medical officer of health must be received at the cemetery office prior to the removal of casketed human remains. A certificate from the local medical officer of health is not required for the removal of cremated remains.

Note: In special circumstances the removal of human remains may also be ordered by certain public officials without the consent of the interment rights holder and/or next of kin(s).

One casket burial and two cremated remain or four (4) cremated remains may be interned in a single grave. Each grave shall be a sufficient depth to allow two (2) feet of earth cover. For persons to be buried enclosed in a container, the container must be securely sealed, dry and of sufficient strength to permit burial with the container remaining intact. Containers must be of a size to permit burial within the dimensions of the lot.

E. MEMORIALIZATION

No memorial or other structure shall be erected or permitted on a lot until all charges have been paid in full.

No monument, footstone, marker or memorial of any description shall be placed, moved, altered, or removed without permission from the Cemetery Operator.

Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered to be normal wear.

The Cemetery Operator shall take reasonable precautions to protect the property of interment rights holders, but assumes no liability for the loss of, or damage to, any monument, marker, or other structure, or part thereof.

The Cemetery Operator reserves the right to determine the maximum size of monuments, their number and their location on each lot or plot. They must not be of a size that would interfere with any future interments.

All foundations for monuments and markers shall be built by and at the expense of the interment rights holder according to the specifications as set out by the Cemetery Operator and under the supervision of the Cemetery Operator. All foundations shall be constructed of solid concrete to a minimum depth of 5'-0" below the natural ground surface.

Should any monument or marker present a risk to public safety because it has become unstable, the Cemetery Operator shall do whatever is deemed necessary by way of stabilizing, resetting, or laying down the monument or marker or any other remedy so as to remove the risk.

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.

A monument or other structure 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.

In keeping with the cemetery by-laws only one monument shall be erected within the designated space on any lot.

The minimum thickness for flat markers including footstones is 4 inches or 10 cm.

The maximum thickness of upright monuments is 6 inches or 15.5 cm. The maximum height for upright monuments is 42 inches or 107 cm including the base.

All monuments and markers shall be constructed of natural stone (i.e. granite). Marble, ceramic or wood memorials are not permitted.

No monument shall be delivered to the cemetery for installation until the monument foundation has been completed, and the interment rights holder(s) and/or marker retailer has notified the Cemetery Operator.

Markers and footstones are permitted with size and quantity restrictions according to cemetery by-laws and the placement of such memorials shall not interfere with future interments.

Single lot maximum: width including the base is 36 inches or 61 cm.

Double lot maximum: width including the base is 42 inches or 107 cm.

F. CARE AND PLANTING

A portion of the price of interment or scattering rights is trusted into the Care and Maintenance Fund. The income generated from this fund is used to maintain, secure and preserve the cemetery grounds.

Services that can be provided through this fund include:

- 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
- Maintenance of cemetery landscaping
- Repairs and general upkeep of cemetery maintenance buildings and equipment
- 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
- No person shall plant trees, flower beds or shrubs in the cemetery
- Flowers placed on a grave for a funeral shall be removed by the cemetery staff after a reasonable time to protect the sod and maintain the tidy appearance of the cemetery

G. ITEMS THAT ARE PROHIBITED AND PERMITTED

The Cemetery Operator reserves the right to regulate the articles placed on lots or plots that pose a threat to the safety of all interment rights holders, visitors to the cemetery and cemetery employees, prevents the Cemetery Operator from performing general cemetery operations, or are not in keeping with the respect and dignity of the cemetery. Prohibited articles shall be removed and disposed of without notification, including all glassware or crockery.

The cemetery reserves the right to disallow or remove quantities of memorial wreaths or flowers considered to be excessive and that diminishes the otherwise tidy appearance of the cemetery.

Artificial and real flowers in pots, containers in stands or hanging baskets are permitted including with no exceptions are the following;

- Fresh flowers in containers (other than glass) cement urns, but must be placed upside down and as close to the monument base as possible after November 15th.
- Artificial flowers must be placed on top of monuments not on the ground.

Prohibited items with no exceptions are as follows:

- All cards, notes, letters, plaques, statutes, ordainments, pictures, photographs, toys, balloons, stuffed animals, candles, holiday decorations, rocks, money, jewelry, decorative containers, solar lights, wind chimes and other memorabilia;
- Any outdoor furniture including but not restricted to benches, and lawn chairs (with the exception of memorial benches with inscriptions purchased from a monument company);
- Nails, wires, wooden crosses, wire trellises, articles of glass (glass containers of any kind) or pottery or any other material that create a hazard to workers or visitors.
- Borders, fences, railings, walls, hedges, shrubs, planted flowers nothing is to be planted in the ground.

The scattering of cremated remains is not permitted on a grave.

There shall be no discharge of firearms except at a military funeral.

No dogs or other pets shall be permitted in the cemetery.

Picnics shall not be permitted within the cemetery.

H. MONUMENT CONTRACTIONS

Every contractor employed to erect markers or do any work in the cemetery shall first present an application to the Cemetery Operator signed by the interment rights holder or his representative requesting permission to employ such contractor to do the work specified.

The demeanor and behavior of all contractors employed by others in the cemetery shall be subject to the control of the Cemetery Operator. Contractors shall lay planks on the lots and paths over which heavy materials are to be moved in order to prevent damage to the grounds. Contractors shall cease work in the immediate vicinity of a funeral until the conclusion of the service. All work must be done during regular cemetery hours. No work shall be started on Saturday that cannot be completed and litter and debris removed by noon Saturday. The employee of any contractor who damages any plot, monument, marker or other structure or otherwise does any damage in the cemetery shall be held liable for such damage.

G. ADMINISTRATION

1. This By-law may be cited as the "Cemeteries By-law".
2. All cemetery by-laws as amended that are associated with cemeteries that are owned and operated by the Township of Cramahe are hereby repealed in their entirety.

3. This By-law shall come into force and effect upon the requisite notice provisions for this by-law being carried out in compliance with section 151 of the *Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c.33*.

THIS BY-LAW READ A FIRST AND SECOND TIME THIS 4th DAY OF AUGUST, A.D., 2012.

THIS BY-LAW READ A THIRD TIME AND FINALLY PASSED THIS 4th DAY OF AUGUST, A.D., 2012.

Mayor, Marc Coombs

Deputy Clerk/Admin. Assistant
C. Doiron

East Colborne Cemetery

Sample Niche Inscription

Niche Location: _____

SAMPLE
JOHN E. SAMPLE
1905 — 2002
HIS BELOVED WIFE
ADELAIDE SURNAME
1907 — 2004

- Line#1 - Family Name (to a maximum of 16 characters including spaces)
- Line#2 - First Inscription (to a maximum of 16 characters including spaces)
- Line#2 - Dates (years only)
- Line#4 - Connecting Line (example: His Beloved wife)
- Line#5 - Second Inscription (to a maximum of 16 characters including spaces)
- Line#6 - Dates (years only)

CMC-Order # _____

East Colborne Cemetery Niche Inscription Order Form

Niche Location: _____

#1

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

#2

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

#3

				=				
--	--	--	--	---	--	--	--	--

#4

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

#5

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

#6

				=				
--	--	--	--	---	--	--	--	--

- Line#1 - Family Name (to a maximum of 16 characters including spaces)
 Line#2 - First Inscription (to a maximum of 16 characters including spaces)
 Line#2 - Dates (years only)
 Line#4 - Connecting Line (example: His Beloved wife)
 Line#5 - Second Inscription (to a maximum of 16 characters including spaces)
 Line#6 - Dates (years only)

CMC-Order #

East Colborne Cemetery

16 Niche Unit

A

B

C

D

1

2

3

4

Handwritten signature or name across the bottom of the unit.