

THE CORPORATION OF THE TOWNSHIP OF PLUMMER ADDITIONAL

BY-LAW NO. 2020-41

(Amendments to be subject to approval by BAO)

Repeals & Replaces by-law: 2020-12

CEMETERY MAINTENANCE, MANAGEMENT AND CONTROL OF FOR CLOUDSLEE, HUMPHREY/Maple Grove, PLUMMER, PORTION OF ROCK LAKE AND MT.ZION (SANDS) CEMETERIES in the Township of Plummer Additional

WHEREAS Municipalities under the Bereavement Authority of Ontario, and the Funeral, Burial and Cremation Services Act, 2002 (as amended) are empowered to establish, regulate and operate cemeteries within their jurisdiction;

AND WHEREAS the Corporation of the Township of Plummer Additional deems it necessary to pass a by-law governing the operation of the five cemeteries operated under the Township of Plummer Additional Cemetery Board, namely:

- Cloudslee Cemetery
- Mount Zion/Sands Cemetery
- Plummer Cemetery
- Humphrey/Maple Grove Cemetery
- Portion of Rock Lake Cemetery

NOW THEREFORE The Corporation of the Township of Plummer Additional enacts as follows:

SECTION A: DEFINITIONS

ACT	shall mean the Funeral, Burial, and Cremation Services Act, 2002 as enacted on July 1, 2012 and includes any further amendments.
BOARD	shall mean the Cemetery Board appointed by the Council of the Township of Plummer Additional Council.
CARETAKER	shall mean the person/contractor hired by Council to maintain the cemeteries.
CEMETERY SERVICES	shall mean the following services in respect of a lot or plot: <ul style="list-style-type: none"> <li>i) opening and closing of a lot or plot;</li> <li>ii) Interring or disinterring human remains;</li> <li>iii) Construction of a foundation for a marker;</li> </ul>
CLERK	shall mean the Clerk of the Corporation of the Township of Plummer Additional.
COUNCIL	shall mean the Council of the Township of Plummer Additional
CORPORATION	shall mean the Corporation of the Township of Plummer 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 RIGHTS remains in a plot.

## INTERMENT Rights Holder

Means any person(s) designated to hold the right to inter human remains in a specified grave/lot.

## LOT

shall mean an area of land set aside to contain a single grave space for human remains.

## PLOT

shall mean 2 or more lots (up to 8) in which the rights to inter have been sold together as a unit.

## MARKER

shall mean any permanent memorial structure that is set flush and level with the ground intended to mark the location of a burial lot

## MONUMENT

shall mean any permanent memorial projecting above the ground installed within the designated space to mark the location of a burial lot.

## MINISTER

shall mean the Minister of Government and Consumer Services for the Province of Ontario.

## BAO

shall mean the Bereavement Authority of Ontario

#### SECTION B: ADMINISTRATION

1. The business and affairs of the five cemeteries, namely Cloudslee, Mount Zion, Plummer, Humphrey/Maple Grove and a portion of Rock Lake shall be managed and supervised by a board composed of 1 council member and 4 lay people.
1. The Council shall by Resolution/By-law appoint said members to the Board to hold office for the term of council.
2. The Board shall be responsible for the general management-maintenance and improvement of the cemeteries.
3. The Corporation shall be responsible for the administration of the cemeteries.
4. Whereas the Caretaker (CUPE Labourer position) may also be working for other Municipal Departments; the Board may make recommendations to the Human Resources Committee regarding;
  - a) shortlisting potential candidates for hiring, and;
  - b) Disciplinary actions.
5. The Council appointed Human Resources Committee shall make recommendations to Council for the hiring, discipline, and firing of employees/contractors.
6. The Chair, upon Board approval, shall have the authority to oversee and direct the caretaker to carry out the duties of the Board.

7. The Board shall be responsible to the Council of the Township of Plummer Additional for the execution of their duties.
8. 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.
9. At the first meeting of the New Year, the Board shall elect from their membership, a Chairperson to preside over the meetings who shall hold office for one year.
10. The Board shall appoint the Clerk/Treasurer who is responsible to the Council of the Township of Plummer Additional for properly recording all matters and acts pertaining to cemeteries as come to within their respective jurisdictions.
11. The Board shall render such reports as may be prescribed or as the Council may require.
12. The Board shall appoint a recording secretary each year.
13. The Council has authority to make final and binding decisions on behalf of the Board.
14. The Board shall meet on the 2nd Tuesday of January, March, May, July September and November or at the call of the chairperson.
15. Fifty percent plus 1 of the Board shall comprise a quorum and no business shall be transacted unless a quorum is present.
16. All Board members to be provided with a copy of the By-law.
17. Notice of Amendments to this by-law shall be;
  - a) Published once in a newspaper with general circulation in the Township
  - b) Posted on the Township Website
  - c) Posted at the cemetery if amendments occur between the months of May and October.
  - d) Delivered to each supplier of markers, monuments, and Funeral Homes who have dealt with the Municipality in the prior year.

Note: Prior SECTION C Financials & Schedule "A" Schedule of fees – per BAO these have been removed from this by-law and now have their own separate By-law.

#### SECTION C: RESTRICTIONS

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. Vehicles are not permitted to drive over 10 km per hour.
4. Recreational vehicles are not permitted within the Cemeteries.
5. A maximum of 2 solar lights are permitted which may be suspended by wrought iron hangers having a maximum height of 48" (122 cm) above ground level and must be located at the headstone.
6. Annual Flowers may be planted within 12" (30 cm) of the Marker. The Municipality is not responsible for maintaining flowers nor any damage caused to the flowers. Flower beds must be cleared by the Interment Rights Holder after the first frost of the autumn. Beds not maintained may be removed and seeded with grass.
7. No person shall place items on the lot/plot that will interfere with the care and maintenance of the cemeteries including (but not limited to);
  - 1) Placing homemade flower boxes
  - 2) Glass or ceramic containers of any kind, are not permitted
  - 3) Placing artificial and cut flowers on the lot or plot unless in containers attached to the monument.
  - 4) 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.
  - 5) Plant any shrubs or trees without permission of the Board. The Board reserves the right to remove any unsightly or neglected shrubs or trees.
  - 6) Write upon, deface, injure or damage any marker, railings, fence or other structure.
8. All decorations may be subject to disposal when the items become discolored/faded, broken, or interfere with maintenance.
9. Any person who damages any lot, plot, marker or any other structure in the cemeteries shall be held personally responsible.
10. No person shall enter into the Cemeteries between sunset and sunrise the following day.
11. Minor children are to be supervised by a responsible adult at all times when present in the cemetery.
12. Visitors to the cemetery are reminded to respect the dignity of the cemetery and to stay on the pathways and refrain from leaning against, and/or climbing on headstones & monuments.

**SECTION D: OPERATIONS**Purchase:

1. Lots or plots may be purchased by individuals upon payment of the appropriate fees as per Schedule "A" attached hereto.
2. 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.
  - a) The cemetery operator will refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation.
  - b) Contributions to the care and maintenance fund are **not refundable** except when interment rights are cancelled **within** the 30 day cooling off period.
3. Purchasers of lots or plots acquire only the right and privilege of the interment of the deceased and the erecting of markers.

Interment Rights Holder:

4. The Interment Rights holder must designate, in writing, if another person is to be interred in his or her lot or plot at time of purchase.
  - a) Interment or scattering rights holder(s) must provide written authorization prior to a burial, scattering, or an entombment taking place.
  - b) Should the interment or scattering rights holder be deceased, authorization must be provided in writing by the person authorized to act on behalf of the interment rights holder in keeping with the Succession Law Reform Act i.e. Personal Representative, Estate Trustee, Executor or next of kin.
  - c) Any person acting as a personal representative of a deceased interment rights holder with regards to any matter relating to interment rights, marker, monument or any other matter in which this by-law relates, the Township shall be entitled to require the production of certified or notarized copies of such wills, codicils, supporting affidavits or other documents as deemed necessary in the circumstances.

Transfer of Rights:

5. The Municipality prohibits the resale of Interment Rights by the Interment Rights Holder(s) to a third party.
  - a) The Municipality will repurchase these rights upon the surrender of the Certificate of Interment Rights at the price listed on the current price list, less the amount paid into the Care & Maintenance Fund.
  - b) The Municipality is not required to repurchase unused Interment Rights in a plot/lot if one of the Interment Rights in the plot/lot has been exercised.
  - c) A purchaser has the right to cancel an interment contract within thirty (30) days of signing the interment contract, by providing written notice of the cancellation to the cemetery operator. The Municipality will refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation.
    - i. If any portion of the interment has been exercised, the purchaser or the interment rights holder are not entitled to cancel the contract or re-sell the interment rights.



**SECTION E: 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.
2. No interment shall take place until such time as the lot or plot has been paid for in full.
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 agents as designated by Council.
4. Interments shall take place only from April 15<sup>th</sup> to December 15<sup>th</sup> in any given year unless otherwise authorized by the Board.
5. One (1) Full body interment and subsequently up to 4 cremains can be interred with a full body interment in regular lot pending that the lot can accommodate it without obstruction i.e. large rocks, tree roots. If the lot cannot accommodate 4 cremains, purchase of another lot will be required.
6. No more than four (4) cremains interments shall be made in each regular lot pending that the lot can accommodate it without obstruction i.e. large rocks, tree roots. If the lot cannot accommodate 4 cremains, purchase of another lot will be required.
5. The Board reserves the right to select the location of the lot for any indigent burial.
6. Only Township Authorized Vendor(s)/Employee(s) are allowed to inter/dis-inter remains.

**SECTION F: DISINTERMENT**

1. No disinterment shall be allowed in any lot or plot unless in accordance with Section 102.1 of the Funeral, Burial, and Cremation Services Act 2002. S.O. 2002.33 (as amended) and Section 162 of the Ontario Regulation 30/11 (as amended).
2. Any markers or monuments designating the location of an interment shall be removed at the time a disinterment providing the remains are not being re-interred in the same location at a future date.
3. In special circumstances the removal of human remains may also be ordered by certain public officials without the consent of the Interment Rights Holder(s) and/or next of kin.

**SECTION G: MARKERS**

1. No Marker or monument shall be placed until all accrued charges have been paid in full.
2. The Board reserves the right to determine the size of the markers, their composition, their number and location of 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 (13 cm) at its narrowest point.
  - 3) Markers shall not exceed 44 inches (112 cm) in height, including foundation (as per Act).
  - 4) Flat markers on a single lot shall not exceed 24 inches (61 cm) wide by 6 inches (15 cm) deep.
  - 5) All markers are to be granite, marble, bronze, or stone.
  - 6) No markers shall be allowed to stand on interment space of any lot or plot.
3. Upright markers shall be set upon an adequate foundation no more than 4 inches (10 cm) deep and must exceed the marker by a minimum of 6 inches (15 cm) on all sides. Foundation shall be flush with the ground.
4. No marker shall be erected with out the supervision of the Board or its agent.
5. The Board 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.
6. The Board shall not be held responsible for scratches or chips to markers, which could occur from regular maintenance. Cosmetic repairs are the responsibility of the marker owner.
7. Per Ontario Regulation 30/11 Section 159. (1) (as amended) If a cemetery marker presents a risk to public safety because it is unstable, the cemetery operator (Board) shall do whatever is necessary to remove the risk, including repairing, resetting, or laying down the marker. Ontario Reg. 30/11, s. 159 (1) (as amended).

Penalty:

Every person who contravenes any of the provisions of this By-law is guilty of an offence and upon conviction is liable to a fine or penalty as provided for in the Provincial Offences Act.

This By-law shall come into force and take effect upon its approval by the Bereavement Authority of Ontario.

READ three times and passed this 16th Day of September, 2020.

  
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Mayor: Beth West

  
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Clerk- Vicky Goertzen-Cooke

