

Corporation of the Township of Tudor and Cashel

By-Law No: 2012 – 22

Being a by-law to establish guidelines and policy for the Gilmour and Glanmire Cemeteries to comply with the enactment of the *Funeral, Burial & Cremation Services Act, 2002* “(FBCSA)” which came into effect July 1, 2012.

**WHEREAS** on July 1<sup>st</sup>, 2012 the *Cemeteries Act, R.S.O. 1990 c.4* was repealed and replaced by the *Funeral, Burial and Cremation Services Act, 2002 S.O. 2002,c.33*.

**AND WHEREAS** subsection 53 (7) of the *Funeral, Burial and Cremation Services Act, 2002, c.33* (the “Act”), and section 85 of the *Ontario Regulation 30/11* under the Act, authorizes The Corporation of the Township of Tudor and Cashel to act as the trustee for care and maintenance money, through the Cemetery Board of Council, fund or account of cemeteries;

**AND WHEREAS** section 11 of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended, confers the power to a municipality to pass by-laws with respect to services and things that the municipality is authorized to provide;

**AND WHEREAS** it is necessary to update the rules and regulations for The Corporation of the Township of Tudor and Cashel Cemeteries (Gilmour and Glanmire) to be compliant with the Act;

NOW THEREFORE the Council of The Corporation of the Township of Tudor and Cashel enacts as follows:

**Definitions:**

1. **“Act”** means the *Funeral, Burial and Cremation Services Act, 2002, S.O. 2002 Chapter 33* as amended and the Regulations thereto.
2. **“Adult lot”** means a lot the size of which is sufficient for the Interment of a casket as designated on the cemetery plan.
3. **“Board”** means the Tudor and Cashel Cemetery Board, an advisory board appointed by Council to provide strategic and planning-oriented advice and public input into the operation of Cemeteries, as required.
4. **“By-law”** means this by-law being the rules and regulations under which the Cemeteries operate.
5. **“Care and Maintenance Fund”** means the trust fund established pursuant to the Act and Regulations thereto for the purpose of providing money for the care and maintenance of the Gilmour and Glanmire Cemeteries.

6. **“Certificate of Interment Rights”** means the certificate issued by the Board to the purchaser of Interment Rights, once Interment Rights have been paid in full, which specifies the ownership of the interment rights and any memorialization options.
7. **“Cremation Lot”** means a lot the size of which is sufficient for the Interment of only one or two urns containing cremated remains, as designated on the cemetery plan.
8. **“Interment Rights”** means the right to require or direct the interment of human remains in a Lot.
9. **“Interment Rights holder”** means a person with the Interment Rights with respect to a Lot.
10. **“Lot”** means an area of land in a cemetery containing, or set aside to contain human remains, including cremated human remains and is classified as a vault in this Township.
11. **“Marker”** means any memorial, upright marker, tombstone, pillow marker, flat marker, plaque, headstone, cornerstone, or any other structure or ornament affixed to or intended to be affixed to a Lot.
12. **“Plan”** means the geographic plans of each Cemetery, approved by the Registrar.
13. **“Plot”** means two or more Lots in respect of which the rights to inter have been sold as a unit.
14. **“Price List”** means the rates for cemetery services and supplies maintained in accordance with the Act.
15. **“Registrar”** means the Registrar appointed to the Act.

### **General Information**

The Cemetery Board shall provide the Township of Tudor and Cashel with planning advice for both Cemeteries as determined by Council.

### **Cemetery Ownership**

All cemeteries are owned by The Corporation of the Township of Tudor and Cashel. The purchaser of Interment Rights, in respect of any Lot or Plot, purchases only the right to inter human remains in a Lot subject to the various by-laws governing the cemetery and according to applicable statutes of the Government of Ontario. The ownership of the land remains with the Township.

### **Liability for Loss or Damage**

The Cemetery Board/Township assumes **no** liability or responsibility for the loss of, or damage to, any Lot, Marker, shrubs or article that may be placed on a lot or plot.

The Cemetery Board/Township assumes liability if, during the course of performing routine cemetery operations, the employees of the Cemetery Board should cause damage to any Lot or Marker.

The Cemetery Board/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 Cemetery Board/Township is not responsible for the loss of or damage to any articles placed within a cemetery.

### **By-Law Adherence**

All bylaws governing the cemeteries shall be strictly adhered to. Where there is any doubt as to the interpretation of this by-law, the Cemetery Board shall provide the necessary clarification. In the application and administration of this By-law, all procedures will be conducted in accordance with Provincial regulatory statutes and requirements.

### **Care of Cemetery and Lots**

The grounds of the cemeteries shall be maintained by the Cemetery Board to ensure the safety of the public and preserve the dignity of the Cemetery.

### **Care and Maintenance Fund Contribution**

The cemeteries are maintained through the use of the Care and Maintenance Fund and all Lots now sold by the Cemetery Board are covered by this plan. Purchasers are required to contribute to this fund in accordance with the Act. 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 Price List, however the Lots in which interments took place prior to the introduction of the Care and Maintenance Fund in 1955 shall be maintained regardless of whether such payment is made.

### **Cemetery Restrictions :**

#### **No person shall:**

- a) Inter or place or scatter remains in a Lot.
- b) disinter human remains
- c) install or direct the installation of marker
- d) place decorations or
- e) landscape any area

within a cemetery except in accordance with the provisions of this By-law.

## **Cemetery Board Rules for Use and Maintenance of Cemetery Lots**

1. All markers erected shall be subject to the rulings of the Cemetery Board.
2. All persons are prohibited from defacing or injuring any monument, fence or other structure belonging to the cemetery.
3. No person shall do any major work to a burial lot without the permission the Board. Ie: no fences, railings, borders, walls, cut stone, hedges or mounds etc.
4. No unauthorized person shall install, remove or move corner posts of grave markers.
5. The purchase of the plot including the amount to be paid into the Care and Maintenance Fund must be paid to the Tudor and Cashel Cemetery Board at the time of purchase.
6. Rubbish shall not be thrown on roads, walks or any part of the grounds.
7. The Board will not be responsible for any articles left upon any lot or grave.
8. No shrubs or trees shall be planted on graves.
9. Vases, urns, flower stands and artificial wreaths in poor condition, not properly cared for and are not filled with plants shall be removed.
10. Small flower beds around the base of monuments are allowed but must be maintained by the person planting.
11. A burial permit or certificate of cremation is required before an interment can be conducted.
12. Vehicles are permitted only on the roadway within the cemetery.
13. No person shall bring into or discharge firearms in the cemeteries.
14. No animal may enter the cemetery unless it is on a leash.
15. No owner shall allow any animal to relieve itself on a Lot or Marker.
16. No owner shall fail to clean up and remove from the cemetery any excrement by an animal under their ownership or control.
17. Visitors to the cemetery shall behave in a manner in keeping with the dignity of the cemetery. Persons behaving in a manner which is not in keeping with the dignity of the cemetery shall be required to leave the cemetery.
18. No person shall bring alcohol or illegal drugs into any cemetery.
19. No person shall cause or permit any encroachment onto cemetery lands including, but not limited to, compost piles or compost containers, woodpiles, fences, gates, sheds or other any buildings.

**This By-law shall come into force on the date it is approved by the Registrar in accordance with the Act.**

**Passed this 4<sup>th</sup> day of December, 2012.**

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**Clerk-Treasurer**

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**Reeve**

Appendix 1

CERTIFICATE OF INTERMENT RIGHTS

Pursuant to the Cemeteries Act and Regulations and all the amendments thereto,

BETWEEN

TUDOR AND CASHEL CEMETERY BOARD

OPERATING

GILMOUR AND GLANMIRE CEMETERIES

(Hereinafter call "The Cemetery Owner")

And

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(Hereinafter call "The purchaser")

In consideration of the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) receipt of which is hereby acknowledged, and which included the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), for Care and Maintenance which is deposited with the PUBLIC TRUSTEE, the Cemetery Owner agrees to assign to the Purchaser the Burial of Interment Rights as follows:

Cemetery Name: \_\_\_\_\_

**Plot**

Section: \_\_\_\_\_ Range: \_\_\_\_\_ Area of \_\_\_\_\_ square feet

**Date of Purchase:**

Day: \_\_\_\_\_ Month: \_\_\_\_\_ Year: \_\_\_\_\_

The purchaser, by acceptance of this certificate acknowledges that the By-law governing the operation of the cemetery has been received and read. Acceptance of this certificate also confirms adherence to the *Funeral, Burial and Cremation Services Act, 2002*.

The purchaser agrees that in the event of a transfer of the interment rights, this certificate cannot be transferred but will be returned to the Cemetery owner who will issue a new certificate to the Transferee.

The purchaser agrees to abide by the by-law of the cemetery, which restricts the erection or installation of markers.

In WITNESS whereof the Cemetery Owner has affixed its signature by the hands of its proper signing officers this \_\_\_\_\_ day of \_\_\_\_\_ in the year of 20\_\_ .

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Signature and Title of the signing officer of the Cemetery

**Appendix 2**

CONTRACT FOR THE PURCHASE OF INTERMENT RIGHTS  
OR  
CEMETERY SUPPLIES OR SERVICES  
IN  
GILMOUR OR GLANMIRE CEMETERY

**OPERATED BY:** Tudor and Cashel Cemetery Board  
c/o Beverley Phillips  
R. R. # 2, Gilmour ON, K0L 1W0

**DATE OF PURCHASE:** \_\_\_\_\_ (day, month, year)

**BILL TO:**

**RIGHTS TO:**

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

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

**DECEASED:**

Name: \_\_\_\_\_

Place of Death: \_\_\_\_\_

Date of Death: \_\_\_\_\_ (day, month, year)

Funeral Director/Transfer Services: \_\_\_\_\_

**INTERMENT RIGHTS:**

Adult Plot:

Section: \_\_\_\_\_ Range \_\_\_\_\_ Area of \_\_\_\_\_ Sq. ft. \$ \_\_\_\_\_

Amount to Care and Maintenance: \$ \_\_\_\_\_

It is agreed between the parties signed below that the contract is subject to the cemetery by-law. The Purchaser acknowledges receipt of Appendix 3 (Conditions of Contract) attached, have read and understood it prior to signature.

ORDERED BY: \_\_\_\_\_  
(Signature of Purchaser)

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(Signature and Title of signing officer of the cemetery)

**Appendix 3**

**CONDITIONS OF CONTRACT**

**THE FOLLOWING TRUSTING PROVISIONS ARE IN EFFECT:**

Adult lot: 40% or the purchase price of \$175.00 (whichever is greater)

**CONTRIBUTIONS TO CARE AND MAINTENANCE FOR MARKER INSTALLATION:**

Flat marker less than 173 square inches	\$ 0
Flat marker 173 square inches or more	\$ 50.00
Upright monument up to 4 feet in height or width	\$100.00
Upright monument more than 4 feet in height or width	\$200.00

**CONTRACT FOR THE PURCHASE OF INTERMENT RIGHTS INCLUDES:**

It is the right of the purchaser, by written demand, to request that the Cemetery Owner repurchase the rights before they are used.

The following guidelines must be adhered to:

1. The resale of interment rights by the purchaser is prohibited.
2. The Cemetery Owner must repurchase the interment rights within thirty days from the date the written demand is received.
3. The repurchase price of the interment rights shall be determined by establishing the amount paid by the purchaser for the rights less the amount that the Cemetery Owner paid to the Care and Maintenance Fund.
4. If the Purchaser requests through the Cemetery Owner, a transfer of interment rights to a family member, the purchaser must return the original certificate of interment rights to the Cemetery Owner. The Cemetery Owner will in turn issue a new certificate of interment rights to the family member.
5. Funds must be received prior to the issuance of the certificate of interment rights.