

Corporation of the Township of Tudor and Cashel

By-Law No: –

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WHEREAS on July 1st, 2012 the *Cemeteries Act, R.S.O. 1990 c.4* was repealed and replaced by the *Funeral, Burial and Cremation Services Act, 2002 S.O. 2002, c.33*.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 or sufficient to allow up to 6 cremations.
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. **“Burial”** the opening and closing of an in ground lot or plot for the disposition of human remains or cremated human remains.
5. **“By-law”** means this by-law being the rules and regulations under which the Cemeteries operate.
6. **“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. It is a requirement under the FBCSA 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. Interest earned from this fund is used to provide care and maintenance of plots, lots, markers and monuments at the cemeteries.

7. **“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.
8. **“Contract”** For purposes of this by-law, all purchasers of interment rights must sign a contract with the cemetery, detailing obligations of both parties and acceptance of the cemetery by-laws.
9. **“Interment Rights”** means the right to require or direct the interment of human remains or cremated human remains in a Lot.
10. **“Interment Rights holder”** means a person with the Interment Rights with respect to a Lot.
11. **“Lot”** is a single grave space in a cemetery containing, or set aside to contain human remains, including cremated human remains. This includes the vault in this Township.
12. **“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, used to mark the location of a burial plot.
13. **“Plan”** means the geographic plans of each Cemetery, approved by the Registrar.
14. **“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 the Gilmour and Glanmire 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, but must be held responsible for the safety of the public.

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 by-laws 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 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

Appendix 1

Certificate of Interment Rights

Interment Rights Certificate #: _____ Date Purchased: _____ Contract #: _____

The Interment Rights Holder(s) listed below have the right to direct/consent to the burial, and memorialization associated with the Interment Rights in conjunction with the cemetery by-laws.

Rights Holder Name: _____		Rights Holder Name: _____	
Address: _____		Address: _____	
City: _____	Prov: _____	City: _____	Prov: _____
Postal Code: _____		Postal Code: _____	
Cemetery Name: _____ (name on Ministry License)			
Cemetery Address: _____ (civic address and postal code)			
Plot:	Section: _____	Range: _____	Area of _____ (sq. ft.)
Price: _____	Care & Maintenance Contribution: _____ (Minimum of \$250 or 40% of the purchase price that has been contributed to Care & Mtce)		
Area: _____ (all plots are 4 ft. by 10 ft)			
<p>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 <i>Funeral, Burial and Cremation Services Act, 2002</i>.</p> <p>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.</p> <p>The purchaser agrees to abide by the by-law of the cemetery, which restricts the erection or installation of markers.</p>			
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 our Lord, 20_____.			
_____ (Signature of Title of signing officer of the Cemetery)			

Appendix 2

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

CEMETERY INFORMATION:

Name of Cemetery: _____
Name of Cemetery Operator: _____
Mailing Address: _____
Postal Code: _____

LICENSE INFORMATION:

Cemetery Operator License #: _____
Cemetery Site #: _____

CONTRACT INFORMATION:

Contract Reference #: _____
Date contract Issued: _____
Contract negotiated by: Name & License #: _____

PURCHASER INFORMATION:

Name: _____
Address: _____
Municipality: _____
Province: _____ Postal Code: _____
Telephone #'s: _____
Purchaser's relationship to the Recipient: _____

RECIPIENT #1 INFORMATION:

Name: _____
Address: _____
Municipality: _____
Prov: _____ Postal Code: _____
Telephone #'s: _____
Date of Birth: _____
Place of Birth: _____

RECIPIENT #2 INFORMATION:

Name: _____
Address: _____
Municipality: _____
Prov: _____ Postal Code: _____
Telephone #'s: _____
Date of Birth: _____
Place of Birth: _____

Appendix 3

CONDITIONS OF CONTRACT

THE FOLLOWING TRUSTING PROVISIONS ARE IN EFFECT:

Adult lot: 40% of the purchase price or \$250.00 (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 Cemetery Owner must repurchase the interment rights within thirty days from the date the written demand is received.
2. 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.
3. 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.
4. Funds must be received prior to the issuance of the certificate of interment rights.