

CORPORATION OF THE TOWNSHIP OF CHISHOLM

BY-LAW 2012-26

Being a by-law for the operation of the Boxwell Union Cemetery.

WHEREAS Section 150(1) of the Funeral, Burial, Cremation Services Act (FBCSA), S.O.2002, Chapter 33 permits a cemetery operator to make by-laws governing the operation of a cemetery;

AND WHEREAS the Corporation of the Township of Chisholm is the operator of the Boxwell Union Cemetery;

AND WHEREAS Council deems it expedient to enact certain laws, rules and regulations for the efficient operation and management of the Boxwell Union Cemetery;

NOW THEREFORE the Council of the Corporation of the Township of Chisholm enacts as follows:

1 DEFINITIONS

For the purpose of this by-law:

- 1.1 "Burial" means the opening and closing of an inground lot or plot for the disposition of human remains or cremated human remains.
- 1.2 "By-law" means the rules and regulations under which the Cemetery operates.
- 1.3 "Care and Maintenance Fund": 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 Cemetery.
- 1.4 "Cemetery" means the Boxwell Union Cemetery.
- 1.5 "Cemetery Caretaker" means the person appointed by Council to care for the Cemetery in accordance with the Cemetery By-law established by Council.
- 1.6 "Contract" means the contract with the cemetery that all purchasers of interment rights must sign, detailing obligations of both parties and acceptance of the cemetery by-law.
- 1.7 "Disinterment" means the removal of human remains from a lot.
- 1.8 "Grave" (also known as Lot) means any inground burial space intended for the interment of a child or adult and/or cremated human remains.
- 1.9 "Interment Right" means the right to require or direct the interment of human remains or cremated human remains in a grave, lot, and direct the associated memorialization.
- 1.10 "Interment Rights Certificate" means the document issued by the Cemetery to the purchaser once the interment rights have been paid in full, identifying ownership of the interment rights.
- 1.11 "Interment Rights Holder" means any person designated to hold the right to inter human remains in a specified lot.
- 1.12 "Lot" means a single grave space.
- 1.13 "Marker" means any permanent memorial structure that is set flush and level with the ground, and used to mark the location of a burial lot.

1.14 "Monument" means any permanent memorial projecting above the ground installed within the designated space to mark the location of a burial or lot.

1.15 "Plot" means a parcel of land, sold as a single unit, containing multiple lots.

2 SALE OF LOTS

2.1 Lots may only be sold by the Township of Chisholm.

2.2 The Township of Chisholm shall provide each Interment Rights purchaser at the time of sale with:

- (a) A copy of the Consumer Information Guide;
- (b) A copy of the Cemetery's price list;
- (c) An explanation of cancellation rights and refund entitlements;
- (d) Upon payment in full, a Certificate of Interment Rights.

2.3 Lots measuring four (4) feet by eight (8) feet in the old section, and four (4) feet by nine (9) feet in the new section of the cemetery are available for sale.

2.4 All prices for cemetery lots and services established by the Corporation of the Township of Chisholm shall be as set out in the most recent Price List for the Cemetery. Prices for lots shall include the applicable portion for deposit to the Cemetery's Care and Maintenance Fund.

3 CARE AND MAINTENANCE FUND

3.1 As directed by the Funeral, Burial, Cremation Services Act, 2002, Province of Ontario, the price for each grave contains the required Care and Maintenance Fund contribution, and is as follows:

- (a) In the case of an inground grave (24 sq. ft. or larger) for the burial of an adult or child, and/or cremated remains, the greater of \$250.00 or 40% of interment rights price.

3.2 The Care and Maintenance Funds are set aside for the permanent care of the grounds. The interest earned from this fund is used annually to cut grass, level graves, markers, and to keep the property generally beautiful.

3.3 Care and Maintenance Funds are kept in trust in keeping with the directions of the Funeral, Burial, Cremation Services Act, 2002.

4 INTERMENTS/DISINTERMENTS

4.1 An Interment Rights Holder or his/her personal representative must provide written permission to the Township of Chisholm if the human remains of someone other than the owner is to be buried in the lot.

4.2 The cemetery is open for burials Monday to Saturday, and only on Sundays at the approval of the Township of Chisholm from May 1st to and including October 31st or while conditions are favourable, at the approval of the Cemetery Caretaker.

4.3 An Interment Rights Holder or the personal representative of the owner may have the following human remains placed in one lot:

- (a) one casket, and/or
- (b) up to six cremated remains.

- 4.4 Notice of each interment shall be given to the Township of Chisholm Administration Dept. forty-eight hours prior to the interment.
- 4.5 The Township of Chisholm requires the following documentation for:
- (a) Interment – Burial permit.
 - (b) Cremation – Certificate of Cremation.
 - (c) Installation of a flat marker and upright monument – Purchase order from the monument supplier detailing the size of the monument and the lot it is to be installed upon.
 - (d) Disinterments must be made as provided in the FBCSA and Regulations thereto. Any request for disinterment must be made in writing to the Township of Chisholm. Written permission from the Interment Rights Holder must be obtained, and notification given to the North Bay Parry Sound District Health Unit. Before disinterment can take place, all costs must be paid in full.

5 PURCHASE AND TRANSFER OF INTERMENT RIGHTS

- 5.1 Interment Rights shall be purchased only from the Township of Chisholm at the current prices.
- 5.2 Purchasers of Interment Rights acquire only the right and privilege of burial of the dead and of construction of approved memorials subject to rules relating to memorials.
- 5.3 Interment Rights may only be transferred with the permission of the Corporation of the Township of Chisholm.
- 5.4 The Corporation of the Township of Chisholm prohibits the resale of interment rights to a third party and will repurchase these rights at the price listed on the current price list, less the amount paid into the Care and Maintenance Fund.
- 5.5 Should an owner desire to transfer his Rights, he shall register with the Township of Chisholm Administration Department the name and address to whom the transfer shall be made together with a commissioned statement.
- 5.6 The transfer of Ownership of Interment Rights (lot) is not binding upon the Township of Chisholm until the Rights owner returns the Certificate of Interment Rights to the Township of Chisholm, who will then issue a new certificate to the transferee.
- 5.7 An Interment Rights Holder may cancel an interment rights contract within thirty (30) days of signing the interment rights contract by providing written notice of the cancellation to the Township of Chisholm. The Township will refund all monies paid by the purchaser within thirty (30) days from the date of their request for cancellation.

6 MARKERS

- 6.1 In accordance with FBCSA, a prescribed amount as follows shall be paid into the Care and maintenance Fund of the cemetery upon the installation of a marker:
- (a) In the case of installing a flat marker less than 1,116.13 square centimetres (173 square inches), \$0.
 - (b) In the case of installing a flat marker measuring at least 1,116.13 square centimeters (173 square inches), \$50.00.

- (c) In the case of installing an upright marker measuring 1.22 metres (four feet) or less in height and 1.22 metres (four feet) or less in length, including the base, \$100.00.
 - (d) In the case of installing an upright marker measuring more than 1.22 metres (four feet) in either height or length, including the base, \$200.00.
 - (e) No contribution to the Care and Maintenance Fund is required if the marker is installed to replace a marker that has been damaged and cannot be repaired.
- 6.2 Only one flat marker may be installed on a lot for marking cremated remains, in addition to an upright marker, providing it is placed beside an existing upright marker, and does not exceed the width of the lot.
- 6.3 Flat markers must be mounted to a cement foundation measuring 10 to 15 centimetres (4 to 6 inches) in thickness.
- 6.4 Upright markers must be mounted on floating pads at least six (6) inches thick and extending three (3) inches around the perimeter of the monument base.
- 6.5 Markers must be placed at the head of the lot and may not exceed the width of the lot.

7 PERSONAL ORNAMENTATION ON A LOT

- 7.1 Cut flowers may be placed in a holder on the monument or marker.
- 7.2 A shrub may be planted by the interment rights owner or his/her personal representative. The interment rights owner or his/her personal representative must maintain the shrub in good order and the shrub may not exceed 45 centimetres (18 inches) in height. If the shrub is not maintained to the satisfaction of the Township of Chisholm, it will be removed by the Cemetery Caretaker.
- 7.3 Solar lights will be permitted in the cemetery provided they are placed tight up against the monument or marker.

8 RULES OF VISITORS

- 8.1 All visitors shall conduct themselves in a quiet, orderly manner and shall not disturb any services being held, by noises or otherwise.
- 8.2 Visitors shall travel through the Cemetery by way of the road and paths and shall not trespass over the burial lots of others.
- 8.3 Children under twelve (12) years of age must be accompanied by an adult who shall be responsible for their conduct.
- 8.4 Visitors entering the Cemetery do so at their own risk and waive any claims to redress from the Township of Chisholm for accidents while on the grounds.
- 8.5 All persons are prohibited from picking any flower or disturbing any tree, shrub, or plant within the Cemetery and, likewise, are prohibited from defacing any marker, monument, fence or other structure in or belonging to the Cemetery.
- 8.6 The Cemetery will be open for visitors every day from sunrise to sunset.

9 WORK DONE AT THE CEMETERY

- 9.1 Cemetery grounds maintenance, grave openings and construction of marker/monument foundations shall only be done by the approved Cemetery Caretaker.

9.2 Outside contractors coming onto the cemetery grounds must conform to the following:

- (a) No work can be started without the written approval of the Township of Chisholm and where applicable the Rights owner or his/her personal representative.
- (b) No work is to be done during the interment.
- (c) The contractor must act in a respectful manner during the performance of the work.
- (d) The contractor must satisfactorily clean up the area where his work is done.
- (e) The contractor is responsible for providing insurance and compensation coverage for himself and his workers.

Read a first, second and third time and passed this 23rd day of October, 2012.



Deputy Mayor, David Hodgins



Clerk-Treasurer, Linda M. Ringler