

THE CORPORATION OF THE TOWNSHIP OF CHAPLEAU

By-Law No. 2022-07

Being a By-Law to establish maintenance, management, regulation and control of cemeteries in the Township of Chapleau.

WHEREAS the Corporation of the Township of Chapleau has established the Chapleau Municipal Cemetery upon those lands more particularly described as Concession 5, Lot 4, Parcel 7944, Highway 129 South, Township of Chapleau, being land set aside to operate as a municipal cemetery;

AND WHEREAS it is desirable and expedient to make provisions for the care and control of the said cemetery;

AND WHEREAS Section 150 of *Ontario Regulation 30/11* made under the *Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c.33*, as amended, provides that the owner of every cemetery may pass by-laws governing the operation of the cemetery;

AND WHEREAS no such by-law comes into force or takes effect until it is filed with, and approved by the Registrar under Section 151 of *Ontario Regulation 30/11* made under the *Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c.33*, as amended;

AND WHEREAS Section 10 of the *Municipal Act, S.O. 2001, Chapter 25*, as amended, authorizes a single-tier municipality to provide any service or thing that the municipality considers necessary or desirable for the public;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Township of Chapleau enacts as follows:

1. DEFINITIONS

In this by-law:

- 1.1 "Act" means the *Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, Chapter 33*, as amended, and regulations made thereunder.
- 1.2 "Cemetery" means the Chapleau Municipal Cemetery, described as Concession 5, Lot 4, Parcel 7944, Highway 129 South, Township of Chapleau. Cemetery also means the Chapleau Protestant Burial Grounds and the Catholic Burial Grounds located on opposite sides of Birch Street East in Chapleau where there are no sale of burial rights.

- 1.3 "Chief Administrative Officer" means a member of the administration staff of the Corporation of the Township of Chapleau who has been delegated responsibility for administration of the Township Cemeteries.
- 1.4 "Cemetery Service" means:
- 1.4.1 Opening and closing of graves;
 - 1.4.2 Interring or disinterring human remains;
 - 1.4.3 Setting of corner posts and flat markers;
 - 1.4.4 Providing interment services including the provision, setting up and removal of artificial grass or ground cover, lowering devices, or other interment accessories at a grave site; and
 - 1.4.5 Installing markers, monument foundations and monuments.
- 1.5 "Council" means the Council of the Corporation of the Township of Chapleau.
- 1.6 "Corner posts" means any posts or other marker set flush with the surface of the ground and used to indicate the corners of a lot.
- 1.7 "Interment" means the burial of human remains and includes the placing of human remains in a lot.
- 1.8 "Interment Rights" includes the right to require or direct the interment of human remains in a lot.
- 1.9 "Interment Rights Certificate" means the Certificate issued by the Corporation of the Township of Chapleau to the Interment Rights Holder.
- 1.10 "Interment Rights Holder" means a person who holds the interment rights with respect to a lot whether the person be the purchaser of the rights, the person named in the certificate of interment or such other person to whom the interment rights have been assigned.
- 1.11 "Lot" means each individual parcel for which an Interment Rights Certificate has been issued or an area of land in the cemetery containing, or set aside to contain human remains.

- 1.11.1 "Adult and Child Lot" means a lot having minimum dimensions of four (4) feet (1.22m) by nine (9) feet (2.74m) intended for the burial of adults and cremated remains.
- 1.11.2 "Infant Lot" means a lot having minimum dimensions of three (3) feet (0.91m) by five (5) feet (1.52 m) intended for the burial of infants (age 12 months and under).
- 1.12 "Marker" means any tombstone, plaque, headstone, cornerstone or other structure or ornament on a lot which is installed or intended to be installed flush with the surface of the ground.
- 1.13 "Monument" means any permanent memorial on a lot which projects above the surface of the ground.
- 1.14 "Personal Representative" shall mean an executor, executrix, administrator or administrator with will annexed, of the estate of a deceased individual or the attorney by power of attorney of a living individual.
- 1.15 "Plot" means two or more contiguous lots in which the interment rights have been sold as a unit.
- 1.16 "Register" means electronic or written records, kept in accordance with the Act.
- 1.17 "Resident" for the purposes of the purchase of Interment Rights means a person who resides in the Township of Chapleau or who is the owner or tenant of land in the Township of Chapleau, or the spouse of such owner or tenant.

2. ADMINISTRATION

- 2.1 The Chief Administrative Officer or his/her designated alternates, shall:
- 2.1.1 Observe and carry out all of the provisions of this By-law, the Act and its Regulations, as may from time to time be amended.
- 2.1.2 Make, open and close all graves in the cemetery which may be required to be opened or closed and allow no other person to do so, except upon the express direction of Council.

- 2.1.3 Ensure that all graves are immediately filled in after interments.
- 2.1.4 Attend to the regular and proper maintenance of the cemetery.
- 2.1.5 Perform such other duties as Council may from time to time require.
- 2.2 The Chief Administrative Officer may delegate any cemetery responsibilities or duties to Cemetery Staff.
- 2.3 A map of the cemetery shall be attached to this by-law for information purposes.
- 2.4 The Chief Administrative Officer shall maintain and make available for public inspection without charge the following information:
 - 2.4.1 The plan of the cemetery.
 - 2.4.2 The name and address of each interment rights holder and location of the lot to which the rights pertain.
 - 2.4.3 The name and address of each original purchaser of interment rights that have been transferred to another person and the date on which the rights were transferred.
 - 2.4.4 The name of each person whose remains are interred in the cemetery, the location of the lot in which the remains are interred and the date on which the remains were interred,
 - 2.4.5 The particulars of each disinterment of remains, including the name of the person who requested the disinterment, the date on which the remains were disinterred and the location in which the remains were

reinterred.

2.4.6 Any other information required by the Act and regulations made thereunder.

2.5 This by-law shall be known and may be cited as the "Cemetery By-Law" of the Township of Chapleau.

3. RULES AND REGULATIONS

The following rules and regulations are hereby adopted for the care and control of the cemetery:

- 3.1 No person shall enter the cemetery, save though an established entrance.
- 3.2 No person, except cemetery staff or peace officers shall enter or be within the cemetery grounds before 8:00 a.m. or after 10:00 p.m. Public visitation times are during daylight hours seven (7) days per week, May 1st to November 1st. Winter maintenance is not performed within the cemetery, entry is at owners visitors own risk.
- 3.3 No gratuities shall be given to any officer or employee of the cemetery, nor shall any reward be given for personal services or attention.
- 3.4 No motorized snow vehicles or off-road vehicles are permitted within the cemetery grounds. Bicycles and motorcycles are permitted only on designated roadways.
- 3.5 No person shall allow or permit any animal to enter or remain in the cemetery, excluding service animals.
- 3.6 No person shall bring any alcoholic beverage upon the cemetery grounds.
- 3.7 No person shall deposit rubbish or debris on the cemetery grounds, except in receptacles provided for that purpose.
- 3.8 No person shall engage in soliciting of any kind in the cemetery.
- 3.9 No person shall operate a vehicle in excess of ten (10) kilometers per hour within the cemetery.

- 3.10 No person shall operate any vehicle under any circumstances, except on the roadways designated for vehicular traffic. Cemetery staff and monument placement contractors are exempt from this section. See Section 13 for regulations for contractors.
- 3.11 No person shall engage in any activity which may damage the monuments or cemetery grounds.
- 3.12 No person shall destroy, mutilate, deface, damage, injure or remove any monument, marker, road, walk, fence, railing or other structure or works placed in a cemetery.
- 3.13 No person shall willfully disturb persons assembled for the purpose of an interment of a body in a cemetery.
- 3.14 No person shall willfully disturb the quiet and good order of a cemetery by noise or other improper conduct.
- 3.15 Any person who violates this by-law or any provision thereof may be expelled from the grounds of the cemetery by the Chief Administrative Officer/Clerk or other person acting under the authority of the Chief Administrative Officer/Clerk.

4. SALE OF INTERMENT RIGHTS

Interment rights shall be sold, subject to the following conditions and no lot shall be used for any purpose other than the burial of human remains:

- 4.1 A lot may be purchased by executing a contract in the form set forth in Schedule "A" to this by-law completed and signed by the purchaser or a personal representative of the deceased and by the Chief Administrative Officer on behalf of the Township, together with the payment of the purchase price set out in the Price List as set out in Schedule "C" attached to and forming part of this by-law.
 - 4.1.1 Within thirty (30) days, the Township shall provide each interment rights holder with:
 - a) One (1) copy of the contract referred to in Section 4.1;
 - b) One (1) copy of the Interment Rights Certificate; and
 - 4.1.2 After the standard 30 day cooling off period for purchases the Township will retain the contribution made to the Care and Maintenance Fund as indicated on the contract.

5. CONDITIONS OF SALE

The purchase price of an interment right shall be as set forth in the Price List as set out in Schedule "C" attached to and forming part of this by-law.

5.1 The purchase price for interment rights shall be divided as follows:

a) Care and Maintenance Fund 40%
(or the minimum amount (\$290.00 required by the Act)

b) General Fund 60%
(or the balance of the purchase price after deducting the amount from 5.1.1 (a), whichever is lesser).

5.2 All payments shall be made to the Corporation of the Township of Chapleau, 20 Pine Street West, P.O. Box 129, Chapleau, ON. P0M 1K0, and the applicant shall receive a receipt for each payment. Unpaid amounts are subject to interest and may be collected by the Treasurer in accordance with the Township's policy on accounts receivable.

5.3 Where amounts for cemetery services, cemetery supplies, or interment rights due to the Township from a funeral establishment are unpaid after 30 days, the Chief Administrative Officer/Clerk or his/her designate may, in addition to any other collection mechanisms provided herein, suspend provision of cemetery services or sale of interment rights to such funeral establishment until such amounts are paid.

5.4 Where the Treasurer or Chief Administrative Officer determines that it is in the Township's interest to do so, the Treasurer or Chief Administrative Officer may require that payment for interment charges, cemetery supplies or cemetery services must be made by cash, certified cheque or money order.

5.5 The applicant shall not be entitled to an Interment Rights Certificate, as set out in Schedule "B" and noted in Section 4.2.2 above, until the purchase price is paid in full.

5.6 Any notice required by this By-Law to be given to the Interment Rights Holder shall be sufficiently given by regular mail or delivery to the address shown in the register kept by the Chief Administrative Officer.

6. TRANSFER OF INTERMENT RIGHTS

6.1 The resale of interment rights by the holder to a third party is prohibited by the Corporation of the Township of Chapleau.

- 6.2 An interment rights holder may request in writing that the Township repurchase the interment rights of lots at any time before they are used, and the Township shall repurchase such rights within thirty (30) days of the receipt of such request, subject to the following:
- 6.2.1 The repurchase price of interment rights shall be the price listed on the price list at the date the request is received, less the amount paid into the Care and Maintenance Fund in respect of the interment rights.
 - 6.2.2 The Interment Rights Holder shall return the original Interment Rights Certificates or provide an affidavit explaining why the certificates cannot be returned.
- 6.3 An Interment Rights Holder may gift, bequest or otherwise transfer interment rights, without consideration, to any other person by giving written notice of the transfer to the Township and by returning the original Interment Rights Certificate to the Township. Upon receipt of the notice, the required transfer fee as set out in Schedule "C" and the original Interment Rights Certificate, the Township shall issue a new Interment Rights Certificate to the Transferee. If the Interment Rights Holder has misplaced the original Interment Rights Certificate, a replacement may be issued upon payment of the applicable fee as per the Price List. Any subsequent transfer fee will also apply if the Interment Rights are being transferred.
- 6.4 Further to Section 6.3, any transfer of Interment Rights from a Resident to a Non-Resident, shall be subject to the applicable transfer fee plus the difference between the Resident and Non-Resident rate at the time of transfer.

7. INTERMENTS

- 7.1 A person wishing an interment shall give notice to the Chief Administrative Officer at least twenty four (24) hours in advance of the proposed time of interment. For the purpose of this section, Saturdays, Sundays and holidays shall not be considered in determining working hours.
- 7.2 No interment shall take place without a Burial Permit issued by the Division Registrar under the Vital Statistics Act, R.S.O. 1990, Chapter V.4 for full interments or an original Certificate of Cremation signed by the Superintendent, or designate of the crematorium for cremation interments.
- 7.3 No interment shall take place until the person making the arrangements or the interment has complied with the by-laws, rules and regulations relative to burials. Persons making arrangements for interments shall be responsible for all charges

incurred by way of entering an Interment/Services Contract as set out as Schedule "D". Such arrangements may be made by telephone but a faxed or scanned copy of the Interment/Service Contract Schedule "D" must be received by the Chief Administrative Officer before the interment may take place. In the event the person making the arrangements for interment is not the Interment Rights Holder a Letter of Permission to Bury, Schedule "E", must also be completed, signed and dated by all known Interment Rights Holders and forwarded to the Chief Administrative Officer. Evidence satisfactory to the Chief Administrative Officer of the Township of the Interment Rights may be necessary to assist in determining proper authority to request interments.

- 7.4 No one shall make any grave on any lot unless directed to do so by the Chief Administrative Officer by way of either:
- 7.4.1 A Grave Warrant as set out in Schedule "G"; or
 - 7.4.2 For assisted burials, under Section 164 of Ontario Regulation 30/11 made under the *Funeral, Burial and Cremation Services Act, 2002*, S.O. 2002, Chapter 33, as amended, a Grave Warrant indicating that the delivery agent, as defined in the *Ontario Works Act, 1997*, shall be responsible for all costs of such burial.
- 7.5 All funerals within the cemetery shall be under the direction of the Chief Administrative Officer or his/her designate. Times of interment shall not be deemed to be set until confirmed by the Chief Administrative Officer or his/her designate.
- 7.6 The Township shall not be held responsible for errors in the location of graves on lots arising from the improper instructions of Interment Rights Holders or their representatives. For the purpose of this sub-section, an order from a Funeral Director shall be deemed to be an order from an owner.
- 7.7 As per Schedule "F" each "Adult Lot" may not have more than one burial in any single adult lot except as follows:
- 7.7.1 The cremated remains of not more than six (6) persons;
 - 7.7.2 Or one (1) standard burial and six (6) cremated remains;
 - 7.7.3 A 60.96cm x 30.48cm (24' x 12') infant container may be buried at the approval of the Chief Administrative Officer in a single lot in which a casket containing human remains has been buried, provided space is available.

- 7.8 As per Schedule "F" each "Infant Lot" may have a total of one (1) interment, this being one (1) infant casket or one (1) infant cremation burial.
- 7.9 No interment equipment except that approved by the Township shall be used.
- 7.10 No grave shall be opened or closed except by Cemetery staff.
- 7.11 No use of shells or rough boxes shall be permitted.
- 7.12 No elevated mounds shall be built over graves and no lot shall be filled above the grade established for the cemetery.
- 7.13 Grave side services and interments shall be permitted on Monday to Friday between 9:00 a.m. and 3:00 p.m., and on Saturdays, and Sundays between 10:00 a.m. and 3:00 p.m. subject to an additional fee in accordance with the Price List in Schedule "C". There will be no interments performed after 3:00 p.m.
- 7.14 Summer Interment rates shall apply for the period from April 1 to November 30 in accordance with the Price List in Schedule "C".
- 7.15 Winter interments are not permitted.

8. CREMATED REMAINS

All regulations stated in Section 7 of this by-law pertain to this section plus the following:

- 8.1 No ashes remaining from the cremation of bodies of deceased persons shall be disposed of in the cemetery except in accordance with the provisions of this By-Law. The co-mingling (the mixing of the cremated remains of two (2) or more persons) of ashes is allowed only if a certificate of cremation is received for each deceased persons and the applicable fee(s) paid.
- 8.2 If cremated remains have been interred first in any lot and said lot may be considered for a future casket burial then the cremated remains must be enclosed in a non-breakable, non-decomposing container. If the interred cremated remains are not enclosed in a non-breakable, non-decomposing container then right is forfeited for a future casket interment.
- 8.3 Written permission must be received from the Interment Rights Holder or his/her representative prior to disinterring any cremated remains.

9. INTERMENTS

- 9.1 The disinterment of a body (casket burial), once properly interred, shall not be made without an order signed by the Medical Officer of Health and the Interment Rights Holder.
- 9.2 All disinterment's shall occur in the presence of an Inspector of the Medical Officer of Health and the Chief Administrative Officer or his/her designate and the requirements of the Act and regulations thereunder shall be observed.
- 9.3 Disinterment will be made by arrangement with the Chief Administrative Officer or his/her designate.
- 9.4 If the burial was made in other than a permanent outer casing, a new outer case must be supplied upon the recommendation of the Medical Officer of Health.
- 9.5 Any markers or monuments designating the location of an interment shall be removed twenty-four hours prior to the time of disinterment by the owner or someone designated by him/her. If the marker/monument is not removed, the Municipality will not be held liable for any damage that may be caused to the marker/monument.
- 9.6 The charge for disinterment shall be as set forth in the Price List in Schedule "C" attached to and forming part of this by-law.

10. LOT DECORATIONS

Lot decorations shall be deemed to include all structures, ornaments, candles, plantings or other embellishments, with the exception of headstones, monuments and markers, which are placed on cemetery lots with the intention of improving their appearance. Because certain types of individual lot decorations are not in harmony with the development of the cemetery as a whole, or because they may intensify maintenance problems, no lot decorations shall be permitted except in accordance with the following rules with regard to the decoration of cemetery lots:

- 10.1 No lot decorations permitted by this By-law shall be placed on a lot if the lot charges for that lot and any other charges have not been paid in full.
- 10.2 Flowers and small items of personal, sentimental significance may be placed on a lot the day of the interment but shall be removed from the grave site within seven (7) days after the interment. If they are not removed within this time period, they

will be considered abandoned and may be disposed of by Cemetery staff without notification.

- 10.3 Lot decorations which are in compliance with all other provisions of this By-Law shall be permitted on any single lot from May 1st to October 15th. If such decorations are not removed by the 15th day of October, they shall be considered abandoned and may be disposed of by Cemetery

staff without notification. All decorations are to be secured to the monument or the base so as not to be displaced by strong wind or obstruct grounds maintenance.

- 10.4 Only one wreath on a 3 point stand or potted plant shall be placed at the head of the grave, as close to the monument as is practical. No other decorations are permitted to be placed on the ground or the foundation of any lot without the written approval of the Chief Administrative Officer/Clerk or his/her designate.

- 10.5 No person shall allow any candle, incense or flammable articles in the Cemetery, except as part of an internment ceremony and under the supervision of the Internment Rights Holder or his/her representative.

- 10.6 Copings, stone mulch, flower beds, fences, curbs, benches, birdhouses, wind chimes, plant hangers and structures made of wood or equally perishable materials are prohibited. Temporary wooden crosses are permitted for a maximum of one year with the written approval of the Chief Administrative Officer/Clerk or his/her designate. Prohibited items shall be removed and disposed of by Cemetery staff without notification.

- 10.7 Lot decorations made wholly or partially of glass or pottery, including vases, photograph frames, candle holders and solar lights, or other equally fragile materials which, if broken, could cause injury to visitors and maintenance workers, are prohibited. Prohibited items shall be removed and disposed of by Cemetery staff without notification.

- 10.8 Eternal candles are prohibited unless built into the monument and installed by an established monument/marker company with the approval of the Chief Administrative Officer/Clerk or his/her designate.

- 10.9 Lot decorations are prohibited on flat markers, and shall be disposed of by Cemetery staff without notification.

- 10.10 Only one (1) wreath or flower arrangement will be permitted on any single lot to mark special occasions which fall after October 15th (including but not limited to

Remembrance Day, Christmas and Easter). Such decorations must be removed within 30 days of placing them. If they are not removed within 30 days, they will be considered abandoned and may be disposed of by Cemetery staff without notification.

- 10.11 Planting of trees and shrubs is permitted, but may only be undertaken under the direction of the Chief Administrative Officer or his/her designate. Only ornamental shrubs or dwarf nursery stock are allowed. Rose bushes are not permitted. Once planted, trees and shrubs become the property of the Township of Chapleau at the cemetery. The Chief Administrative Officer or his/her designate may direct the removal of trees and shrubs for which permission has not been given, or which otherwise does not comply with the cemetery by-law.
- 10.12 In order to preserve the appearance of the grounds, any trees, tree limbs, shrubs, artificial wreaths and flowers may be removed or pruned by Cemetery staff. Grading, seeding, sodding, top dressing, fertilizing and watering of lots, sodding, seeding and covering of graves shall be done by Cemetery staff only.
- 10.13 No person shall deposit any debris, decayed flowers, plants, hedge clippings or weeds that are generated from the maintenance of flowerbeds and shrubs, on roads, walks or any part of the cemetery grounds. Garbage receptacles are provided throughout the cemetery for the disposal of such material.
- 10.14 The Township shall not be responsible for any damages to lots and structures, or objects thereon, other than for damage caused by Township staff. The Township shall not be responsible for flowers or articles removed from any lot or grave.
- 10.15 The Township may remove flowers, shrubs, or any plant material that interferes with the opening and closing of a lot for an interment.
- 10.16 The Township may remove and dispose of decorations and flowers that become significantly weathered, damaged or moved from their placement without notification.

11. MARKERS AND MONUMENTS

- 11.1 Except under authority of this by-law, no person shall cause a monument or marker to be erected on, installed on, or removed from a lot unless the written consent of the Interment Rights Holder or legal representative, and the permission of the Chief Administrative Officer or his/her designate have first been given.
- 11.2 Only established monument/marker companies may supply and install monuments or markers; individual or homemade markers/monuments are not permitted.

- 11.3 The Chief Administrative Officer or his/her designate shall not grant permission for installation or erection of a monument or marker on a lot unless all amounts owing to the Township for interment rights, cemetery services and cemetery supplies with respect to that lot, and the amounts required to be paid to the Township under Section 166 of *Ontario Regulation 30/11* made under the *Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c.33*, as amended, have been paid.
- 11.4 Every person installing a marker or monument shall pay to the Township the following amounts as prescribed under Section 166 of *Ontario Regulation 30/11* made under the *Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c.33*, as amended, and such amounts shall be credited to the Care and Maintenance Fund established under Section 12 of this by-law:
- 11.4.1 No charge for the installation of a flat marker measuring less than 1,116.13 square centimetres (173 square inches).
 - 11.4.2 One-hundred dollars (\$100.00) + HST for the installation of a flat marker measuring at least 1,116.13 square centimetres (173 square inches).
 - 11.4.3 Two-hundred dollars (\$200.00) + HST for the installation of an upright monument measuring 1.22 metres (four feet) or less in height not including the base.
 - 11.4.4 Four-hundred dollars (\$400.00) + HST for the installation of an upright marker measuring more than 1.22 metres (four feet) in either height not including the base,
- 11.5 No person shall cause a monument or marker to be erected or installed on a lot except in accordance with the following restrictions:
- 11.5.1 Both monuments and flat markers are permitted on all lots, subject to further restrictions in this by-law.
 - 11.5.2 No more than one monument may be erected or placed on any one lot.
 - 11.5.3 No more than six flat markers may be placed on any one lot.

- 11.5.4 No inscription shall be made on any monument or marker which, in the opinion of Council, is not in keeping with the dignity and decorum of the cemetery.
- 11.5.5 Any person engaged in placing or removing a monument/marker shall provide planking adequate to protect the cemetery turf and shall remove materials and equipment immediately upon completion of the work so that the site is left in a clean, orderly condition.
- 11.6 No person shall cause a monument to be erected or installed on a lot except in accordance with the following restrictions:
- 11.6.1 The base of each monument must be level and uniform in thickness so as to allow full bearing upon the foundation. Building up or under pinning with spalls or chips is not permitted.
- 11.6.2 A monument shall not extend beyond the limits of the lot or plot on which it is erected.
- 11.6.3 When two monument dies are set on a single base, both dies shall be of the same size, shape and colour.
- 11.6.4 Every monument on a lot shall be installed on a concrete foundation, the design of which has been approved by the Chief Administrative Officer or his/her designate.
- 11.6.5 Every monument shall be placed at the centre of the head end of a lot except where the alignment of existing nearby monuments justifies another location as approved by the Chief Administrative Officer or his/her designate.
- 11.6.6 The dimensions of a monument shall comply with the following table:

Table of Required Dimensions for Upright Monuments				
Description of Lot or Plot	Maximum Height	Maximum Length	Maximum Width	Minimum Thickness
Single Lot – 1.22m (48”) Wide x 2.74m (108”)	NA	107cm(42”) *Applies to Foundation	NA	10cm(4”)

11.7 No person shall cause a marker to be installed on a lot except in accordance with the following restrictions:

- 11.7.1 Flat markers shall be of granite or bronze only.

- 11.7.2 Granite markers shall be not less than 4 inches (10 cm) in thickness and must be of uniform thickness throughout.
- 11.7.3 Bronze markers must be attached to a concrete or granite base not less than 4 inches (10 cm) in thickness.
- 11.7.4 The dimensions of a flat marker on an infant lot shall not exceed 12"x18" (30.4 cm x 45.7 cm).
- 11.7.5 The dimensions of a flat marker on an adult/child single lot shall not exceed 4'x9' (1.22 m x 2.74 m).
- 11.7.6 Every marker shall be flush with the ground and shall be positioned in a location approved by the Chief Administrative Officer or his/her designate.
- 11.7.7 Bronze markers secured to a granite base shall be fastened with 3/8 inch brass, all thread bolts, nuts and washers.
- 11.7.8 Bronze markers secured to a poured concrete base shall be fastened with a 3/8 inch brass anchor bolt.

12. CARE AND MAINTENANCE FUND

- 12.1 "Cemetery Perpetual Care 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 cemetery. Interest earned from the trust fund will be used to maintain the markers, monuments and grounds in a safe condition.

13. REGULATIONS FOR CONTRACTORS AND WORKERS

- 13.1 All contractors performing work in a cemetery are required to produce on an annual basis evidence of public liability and property damage insurance in an amount not less than one million dollars (\$1,000,000.00).
- 13.2 All contractors performing work in a cemetery shall be required to produce on an annual basis evidence of good standing with WSIB.

- 13.3 All contractors and workers in any capacity within the cemetery including masons, carters, stonecutters, erectors or helpers are subject to the direction and control of the Chief Administrative Officer or his/her designate and are further governed by the *Occupational Health and Safety Act* and Regulations with respect to proper safety wear.
- 13.4 Contractors shall undertake work during regular cemetery hours, unless by special permission of the Chief Administrative Officer or his/her designate.
- 13.5 Contractors shall lay planks on the in ground lots and paths over which transport is required and at the request of the Chief Administrative Officer or his/her designate shall utilize a cart or dolly to prevent damage. Damage determined to be caused by contractors shall be rectified by the Township at the expense of the contractor.
- 13.6 All persons performing work in the cemetery shall conduct themselves in a manner in keeping with the dignity of the cemetery and shall respect any restrictions or regulations which may be required by the Township in the performance of their work.
- 13.7 Workers shall cease work, if in the immediate vicinity of a funeral, until the conclusion of the service.

14. COMPLAINTS

- 14.1 Any person having occasion to make any complaint shall make it to the Chief Administrative Officer or his/her designated alternate at the Municipal Office, and not to an employee on the cemetery grounds.
- 14.2 Any decision of the Chief Administrative Officer or his/her designate made pursuant to this by-law may be appealed to the Council for the purpose of affording persons an opportunity to be heard in the place and stead of Council.

15. PRICE LIST

- 15.1 Subject to the *Funeral, Burial and Cremation Services Act, 2002*, as amended, and the regulations made thereunder, Council shall adopt a Price List herein shown as Schedule "C" to regulate the fees and charges to be paid by persons purchasing lots in the said cemetery or requiring services to be performed therein. Such Price List may be amended by by-law of the Council as it, from time to time, deems fit.

16. CONTRACTS AND CERTIFICATES OF INTERMENT

- 16.1 The Contract for the purchase of Interment Rights is attached as Schedule "A" to this By-law.
- 16.2 The form of Certificate of Interment Rights is attached as Schedule "B" to this By-law.
- 16.3 The Contract for purchase of Services is attached as Schedule "D" to this By-law.
- 16.4 The Chief Administrative Officer or his/her designated alternate is hereby authorized to execute on behalf of the Township, the Contracts referred to in Schedules "A" and "D", and the Certificate referred to in Schedule "B".

17. PENALTIES

- 17.1 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 of not more than Five Thousand Dollars (\$5,000.00) as provided for in the *Provincial Offences Act*, R.S.O. 1990, c.P.33, as amended.

18. VALIDITY

- 18.1 If an Article of this By-law is, for any reason, held by a Court of law or other Administrative Tribunal to be invalid, the remaining Articles shall remain in effect until repealed.
- 18.2 Where a provision of this By-law conflicts with the provision of another by-law in force within the Township, the provisions that establish the higher standards to protect the health, safety and welfare of the general public shall prevail.

19. EFFECTIVE DATE

- 19.1 This By-law shall come into force and take effect on January 31, 2022.
- 19.2 Township of Chapleau By-law 2022-03 is hereby repealed in its entirety.

Read a FIRST, SECOND and THIRD time and FINALLY passed this 31st day of January, 2022.

Mayor

Clerk

APPROVED By the Registrar, Funeral, Burial and Cremation Services Act, 2002, Bereavement Authority of Ontario	APPROUVÉ Par le Registraire, Loi de 2002 sur les services funéraires et les services d'enterrement et de crémation, l'Autorité des services funéraires et cimetières de l'Ontario
Date: <u>February 4, 2022</u>	

CONTRACT FOR THE PURCHASE OF INTERMENT RIGHTS

THIS AGREEMENT made and executed in duplicate this _____ day of _____,

IN PURSUANCE OF the *Cemeteries Act (Revised)* and regulations and all amendments thereto.

BETWEEN:

(Name of the Owner of the Cemetery)
a body licensed under the laws of the Province of Ontario, having its head office at:

hereinafter called the "Owner"

AND:

(Name of Purchaser)
of _____
(Address)
hereinafter called the "Purchaser"

WHEREAS the Purchaser wishes to purchase from the Owner the interment rights described below in the:

(Name of Cemetery)
hereinafter called the "Cemetery"

Description – Provide full particulars of the location and dimensions of the lot to which interment rights apply. [Where interment rights are in a private structure (i.e. a mausoleum or columbarium), indicate the total number of niches, crypts or compartments in the structure.]

Section Number _____ Lot Number _____ Dimensions _____ x _____
(including area)
Mausoleum
Crypt in Section _____ Number _____ Total Number of Crypts _____
Columbarium
Niche in Section _____ Number _____ Total Number of Niches _____
having a volume of _____ cubic _____ as shown in the approved plan of the Cemetery.

THEREFORE, the Owner and the Purchaser agree as follows:

1. PURCHASE PRICE – The total purchase price shall be _____ dollars (\$ _____), which sum includes the charges and all applicable taxes as itemized below:

<input type="checkbox"/>	Adult Lot	\$ _____	SUBTOTAL	\$ _____
<input type="checkbox"/>	Child Lot	_____	HST (where applicable)	_____
<input type="checkbox"/>	Mausoleum Crypt	_____		
<input type="checkbox"/>	Columbarium Niche	_____	TOTAL SALE	_____
<input type="checkbox"/>	Cremation Lot	_____		
<input type="checkbox"/>	Other (list)	_____		
	_____		
	_____		
	SUBTOTAL (carry forward)	\$ _____	BALANCE DUE	\$ _____

such amount to be paid in _____ instalments of _____ dollars (\$ _____) each, payable as follows:

2. CARE AND MAINTENANCE – Forty percent (40%) of the purchase price set out in clause 1 to this Contract shall be set aside for care and maintenance and deposited with the Trustee of the Care and Maintenance Fund, provided that the minimum amount to be set aside shall be \$290.00 for adult graves and \$175.00 for infant graves.

3. MAUSOLEUM – COLUMBARIUM – This Contract relates to interment rights in a private structure which is subject to the Cemetery's By-laws:

NO YES – Number of niches, crypts or compartments in structure _____

4. RESALE – Resale of interment rights by the Purchaser is prohibited.

5. CEMETERY BY-LAWS – Copies of the By-laws governing the operation of the Cemetery and the exercise of interment rights in the Cemetery, hereinafter referred to as the “By-laws,” are attached hereto and have been received and read, and the Purchaser agrees to be guided by the said By-laws, as well as the provisions of the *Cemeteries Act (Revised)* and regulations made thereunder, as if these were included as part of this Contract.

6. SUPPLIES – SERVICES – The By-laws contain restrictions or requirements respecting cemetery supplies and services purchased from a source other than the Cemetery.

NO YES

7. CERTIFICATE OF INTERMENT RIGHTS – A Certificate of Interment Rights will not be issued until the interment rights have been paid for.

8. REPURCHASE BY OWNER – Subsection 23 (1) of the *Cemeteries Act (Revised)* provides that an interment rights holder may require, by written demand, the owner to repurchase the rights at any time before they are used. Subsection 30 (1) of the Regulation further provides that the repurchase price shall be determined by establishing the amount paid by the Purchaser for the rights (as set out in clause 1 of this Contract) less the amount the Owner paid into the Care and Maintenance Fund in respect of the interment rights (percentage set out in clause 2 of this Contract).

In accordance with these requirements, the repurchase price to be paid by the Owner for **each lot** to which the interment rights relate shall be: _____ dollars (\$ _____).

9. LIMITATIONS – RESTRICTIONS – The following limitations and restrictions apply to the exercise and transfer* of the interment rights:

*NOTE: “Transfer” means a gift, bequest or other transfer made without consideration.

10. DOCUMENTS – Before a person may exercise the interment rights, the following documents must be provided to the Owner:

Interment Order Certificate of Interment Rights Other (specify)

11. CONDITIONS OF CONTRACT – This Contract shall be subject to the conditions set out in the Regulation and printed on the reverse of this page.

12. DATE OF PURCHASE - ____/____/____

IN WITNESS WHEREOF the Owner and the Purchaser have hereunto set their hands and seal(s).

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness

Signature of Owner (or licensed representative)

Witness

Signature of Purchaser

Personal information contained on this form, collected pursuant to the *Cemeteries Act (Revised)* and Regulations thereunder will be used for the purposes of that Act. Questions should be directed to the Freedom of Information and Privacy Coordinator at the institution responsible for the procedures under that Act.

CONDITIONS OF CONTRACT

1. It is a condition of every contract for the purchase of interment rights that provides for *payment in instalments* that, if at least two-thirds of the purchase price has been paid, the owner is not entitled to take possession of interment rights upon default in payment without leave of a judge of the Ontario Court (General Division). O.Reg. 132/92, s. 27 (2).
 2. It is a condition of every contract for the purchase of interment rights that, if a purchaser transfers an interment right:
 - (a) the purchaser shall give notice of the transfer to the cemetery owner and return the original certificate of interment rights to the owner; and
 - (b) the owner shall issue a new certificate of interment rights to the transferee. O.Reg. 132/92, s. 27 (3).
- *NOTE:** "Transfer" means a gift, bequest or other transfer made without consideration.
3. It is a condition of every contract for the purchase of interment rights, if the interment is to take place in a private structure, the private structure is subject to the Cemetery's By-laws.

Certificate of INTERMENT RIGHTS

IN PURSUANCE OF the *Cemeteries Act (Revised)* and regulations and all amendments thereto.

WHEREAS interment rights have been paid for, in the amount specified below, under a Contract for the Purchase of Interment Rights;

_____ (Name of the Owner of the Cemetery)

a body licensed under the laws of the Province of Ontario, having its head office at:

_____ hereinafter called the "Owner"

hereby confers upon:

_____ (Name of Interment Rights Holder) hereinafter called the "Rights Holder"

interment rights as described below in the:

_____ (Name of Cemetery) hereinafter called the "Cemetery"

Description – Provide full particulars of the location and dimensions of the lot to which interment rights apply. [Where interment rights are in a private structure (i.e. a mausoleum or columbarium), indicate the total number of niches, crypts or compartments in the structure.]

Section Number _____ Lot Number _____ (including area) _____ Dimensions _____ x _____

Mausoleum

Crypt in Section _____ Number _____ Total Number of Crypts _____

Columbarium

Niche in Section _____ Number _____ Total Number of Niches _____

having a volume of _____ cubic _____ as shown in the approved plan of the Cemetery.

Date of purchase/transfer of interment rights _____/_____/_____

Amount paid by Purchaser for interment rights \$

Amount deposited into Care and Maintenance Fund \$

Transfer of interment rights* - If the Purchaser transfers the interment rights herein conferred, this Certificate cannot be transferred but must be returned to the Owner, who will issue a new Certificate to the Transferee.

* "Transfer" means to make a gift, bequest or other transfer of an interment right without consideration.

Markers – The By-laws of the Cemetery contain specific restrictions on the erection or installation of markers. For full particulars, reference should be had to such by-laws.

_____ Signature of Owner (or licensed representative)

Personal information contained on this form, collected pursuant to the Cemeteries Act (Revised) and Regulations thereunder will be used for the purposes of that Act. Questions should be directed to the Freedom of Information and Privacy Coordinator at the institution responsible for the procedures under that Act.

PRICE LIST
SCHEDULE "C" TO BY-LAW NO. 2022-07
CHAPLEAU MUNICIPAL CEMETERY
SCHEDULE OF FEES FOR INTERMENT RIGHTS, SUPPLIES AND SERVICES

		<u>BURIAL</u>	<u>CARE AND</u>	<u>TOTAL + HST</u>
		<u>RIGHTS</u>	<u>MAINTENANCE</u>	
Adult Single	4 X 9	\$300.00	\$290.00	\$590.00
Baby Single	2 X 4.5	\$100.00	\$175.00	\$275.00
Indigent	4 X 9		\$0.00	\$0.00
Child Indigent	4 X 9		\$0.00	\$0.00

DISENTERMENT CHARGES

(During regular hours)	<u>ADULT + HST</u>
Reburial in same cemetery - same grave	\$760.45
Reburial in same cemetery - other grave	\$1,520.90

TRANSFER FEE OF INTERMENT RIGHTS \$100.00

CONTRIBUTION TO CARE AND MAINTENANCE FOR MARKER INSTALLATION Total+ HST

Flat Marker under 172 square inches	\$0.00
Flat marker over 173 sq. in	\$100.00
Upright monument up to 4 ft. in height or width, including the base	\$200.00
Upright monument over 4 ft. in height or width, including the base	\$400.00

**SCHEDULE "D" TO BY-LAW 2022-07
INTERMENT/SERVICES CONTRACT**

GRAVE WARRANT NO.		
DATE:		
NAME OF DECEASED:		
PLACE OF DEATH:		
DATE OF DEATH:		
NEXT OF KIN:		
DATE OF BIRTH:		
PLACE OF BIRTH:		
DATE OF INTERMENT:		
TIME OF INTERMENT:		
CASKET/CREMATION BURIAL:		
GRAVE LOCATION:		
SHELL OR NO SHELL:		
RELIGIOUS DENOMINATION:		
TYPE OF MARKER:		
FUNERAL DIRECTOR:		
FUNERAL HOME:		
INVOICE OR PAID:		
INTERMENT RIGHTS HOLDER(S):		
ADDRESS:		
PHONE NUMBER:		
INFORMATION SUPPLIED BY:		
NOTES:		
INTERMENT COSTS:	FEE	HST
INTERMENT FEE:		
AFTER HOURS CHARGE:		
SATURDAY CHARGE:		
SUNDAY/CHARGE		
TOTAL:		

It is agreed between the parties that this contract is subject to the By-laws of the Township of Chapleau with respect to the Chapleau Cemetery and the Interment Rights Holder(s) hereby acknowledge that the cemetery is governed by these by-laws, a copy of which is attached, and that the Conditions of Contract attached have been read and understood.

PURCHASER: _____
(signature of Purchaser(s)/Interment Rights Holder)

(signature of Purchaser(s)/Interment Rights Holder)

CEMETERY REPRESENTATIVE: _____
(signature of Chief Administrative Officer or his/her designate)

**SCHEDULE "E" TO BY-LAW 2022-07
LETTER OF PERMISSION TO BURY
CHAPLEAU CEMETERY**

This form is to be used jointly with Schedule "D" Interment/Services Contract when those financially responsible for interment/services costs are not the Interment Rights Holders. This Letter of Permission to Bury may be completed and held on file at the Township of Chapleau to be matched with an Interment/Services Contract at the time of an interment/service request so interment/services may take place in an expeditious manner when needed.

I/we, the undersigned _____ owner(s) of the Interment Rights of the lot described as in the Chapleau Cemetery, Chapleau, ON do grant permission for the burial of:

(Print Full Name and the Type of Burial - Casket or Cremation)

in the aforementioned cemetery lot.

Please Print Name(s) of Interment Rights Holders Signature(s)

Date: _____

No interment will take place unless the Burial Permit or the Certificate of Cremation, the Interment/Services Contract and this permission form are received from the Interment Rights Holder(s) or their representative(s) to the Township of Chapleau along with the prescribed fee for the opening of the lot. Restrictions may apply, please consult the Cemetery By-law.

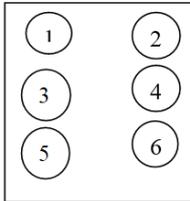
SCHEDULE "F" TO BY-LAW 2022-07

BURIALS PERMITTED PER GRAVE TYPE

CHAPLEAU CEMETERY

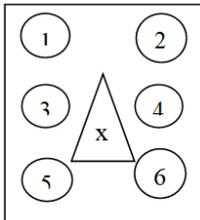
1. Adult Lots may have a total of one (1) burial in any single lot except as follows

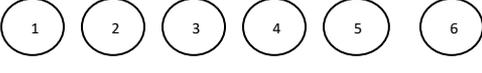
OPTION #1



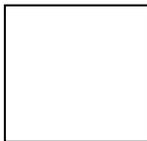
6 cremation burials 

OPTION #2



1 Standard burial and 6 cremated remains 

OPTION #3



A 60.96 x 30.48 cm (24" x 12") infant container may be buried at the approval of the director in a single lot in which a casket containing human remains has been buried, provided space is available.

