

## THE CORPORATION OF THE TOWNSHIP OF EMO

### BY-LAW NO. 2012-13

Being a By-law governing the operations of the Emo Cemetery under the jurisdiction of the Township of Emo, in particular, governing the rights, entitlements and restrictions with respect to interment rights, in accordance with the *Funeral, Burial and Cremation Services Act, 2002, S.O. 2001, c.33*.

### EMO CEMETERY

**WHEREAS** The Corporation of the Township of Emo owns and operates the municipal cemetery known as the Emo Cemetery, located at 204 Emo Road, Emo, Ontario;

**AND WHEREAS** the *Funeral, Burial, Cremation Services Act, 2002, S.O. 2001,c.33* regulates the operations of cemeteries in Ontario;

**AND WHEREAS** the Council of the Corporation of the Township of Emo deems it desirable to enact a By-law to regulate the operation of the Emo Cemetery;

**NOW THEREFORE** the Council of the Corporation of the Municipality of Emo **HEREBY ENACTS AS FOLLOWS:**

#### 1. DEFINITIONS

- 1.1 ACT and FBCSA means the *Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c.33* and all amendments thereto together with all Regulations prescribed thereunder.
- 1.2 BODY means the body of a deceased person.
- 1.3 BURIAL means the opening and closing of an inground lot or grave for the disposition of human remains or cremated human remains.
- 1.4 BURIAL PERMIT means a permit for the burial of human remains issued by the Division Registrar.
- 1.5 BY-LAWS mean the rules and regulations which govern the operation of the Cemetery.
- 1.6 CARE AND MAINTENANCE FUND means the trust fund in which a percentage of the purchase price of all Interment Rights and set amounts for marker and monument installations is contributed; and wherein the interest earned from such fund is used to provide care and maintenance of lots, plots, markers, monuments and structures at the Cemetery.
- 1.7 CEMETERY means the Emo Cemetery located at 204 Emo Road, Emo, Ontario.
- 1.8 CEMETERY MANAGER means the Clerk or his/her designate appointed to oversee the Operations of the Cemetery.
- 1.9 CEMETERY CARETAKER means the person who maintains the cemetery grounds; opens and closes the graves; and represents the municipality for all interments.
- 1.10 CEMETERY OPERATOR means The Corporation of the Township of Emo who is the owner of the Emo Cemetery. The municipal office is located at 39 Roy Street, Emo, Ontario.
- 1.11 CEMETERY PRICE LIST (Schedule "A") means a list of the rates for the supplies and services of the Cemetery as described in the Municipality's most current Fees By-law.
- 1.12 CERTIFICATE OF INTERMENT RIGHTS means the certificate issued to the purchaser of interment rights in a lot/grave. (Schedule "B")
- 1.13 CONTRACT means the contract that is required to be signed by a representative of the Cemetery Operator and all purchasers of interments rights and which details the obligations of both parties and acceptance of the Cemetery By-law. (Schedule "C")
- 1.14 CREMATED REMAINS means the residue after cremation of the body and of the casket or container in which it was received.
- 1.15 FOUNDATION means the below-ground concrete structure upon which rests the base stone of a monument.
- 1.16 GRAVE or LOT means an area of land set aside as in-ground burial space intended for the interment of a child, adult or cremated human remains.
- 1.17 HUMAN REMAINS means a dead human body or the remains of a cremated human body.
- 1.18 INTERMENT means a burial of human remains and includes the placing of human remains in a lot.

- 1.19 INTERMENT RIGHTS means the right to require or direct the interment or inurnment of human remains in a grave and direct the associated memorialisation.
- 1.20 INTERMENT RIGHTS HOLDER means the person who holds the interment rights to inter human remains in a specific lot whether the person be the purchaser of the rights, the person named in the certificate of interment rights or such other person to whom the interment rights have been assigned and shall be listed in the records of the Cemetery.
- 1.21 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.
- 1.22 MONUMENT means any permanent memorial projecting above the ground installed within the designated space to mark the location of a burial lot.
- 1.23 NON-RESIDENT means a person who resides outside the Township of Emo.
- 1.24 PLOT or BLOCK means a parcel of land, sold as a single unit, containing multiple burial lots.
- 1.25 PUBLIC REGISTER means the register that is required to be made available to the public and contains the information as prescribed under the FBCSA, Ontario Regulation 30/11.
- 1.26 REGISTRAR means the Registrar appointed under the FBCSA.
- 1.27 REGULAR INTERMENT means the interment of human remains which have not been cremated.
- 1.28 REGULATIONS means the regulations made pursuant to the *Funeral, Burial and Cremation Services Act, 2002*.
- 1.29 RESIDENT, for the purpose of this by-law, means a person who resides in the Township of Emo, but also includes a former resident of at least 10 years who has moved from the municipality by reason of placement in a long term care home in another municipality, a former resident of at least 10 years who has a deceased spouse or parent interred at the cemetery, or someone who has resided in the municipality for at least 15 of the past 20 years.
- 1.30 TRANSFEREE means a person wherein the interment rights with respect to a lot(s) have been either transferred or resold to such person.
- 1.31 URN means any container used to hold cremated human remains.

## 2. GENERAL INFORMATION

### 2.1 **Hours of Operation:**

(a) Normal hours of operation, including burial hours, are Monday to Friday between 8:30 a.m. and 5:00 p.m.

(b) Municipal Office hours are Monday to Thursday 8:30 a.m. to 4:30 p.m. and Friday 8:30 a.m. to 4:00 p.m.

2.2 **General Conduct:** The Cemetery Operator reserves the full control over the cemetery operations and management of land within the cemetery grounds.

2.3 The Cemetery Operator is committed to protecting the privacy of its Interment Rights Holders. We collect, use and disclose personal information as required by governing federal and provincial legislation. We do not rent, sell, or trade personal information lists. Individuals may request their personal information in writing at any time to ensure that it is correct and current or to edit it.

2.4 The Cemetery Operator reserves the right, at its cost, to correct any error that may be made by it in making interments, in the description of the lot, or the transfer or conveyance of any interment rights. The Cemetery Operator may, at its sole discretion substitute other interment rights, or lot of equal value and similar location, as far as is reasonably possible; or refund all money paid on account for such purchase. Notice will be given personally to the Interment Rights Holder. If necessary, it may be mailed to the Interment Rights Holder or their legal representative, at their last appearing address in the record books of the cemetery. In the event any such error may involve the disinterment of remains, the Cemetery Operator shall first obtain the approval of any regulatory authority and the Interment Rights Holder.

2.5 **By-law:** The Cemetery Operator shall be governed by this by-law and all procedures will comply with the *Funeral, Burial and Cremation Services Act, 2002*, which may be amended periodically. To the extent that any particular provision of this by-law is in conflict with the provisions of the *Funeral, Burial and Cremation Services Act, 2002*, the provisions of the *Funeral, Burial and Cremation Services Act, 2002* shall govern and this by-law shall be deemed to have been amended to conform thereto in all respects.

2.6 **By-law Amendments:** All By-law amendments must be:

(a) Published once in a newspaper with general circulation in the locality in which the cemetery is located;

(b) Conspicuously posted on a sign at the entrance of the cemetery; and

(c) Delivered to each supplier of markers who has delivered a marker to the cemetery during the previous year, if the by-law or by-law amendment pertains to markers or their installations.

All by-laws and by-law amendments are subject to the approval of the Registrar, Cemeteries Regulation Unit, Ministry of Consumer Services.

2.7 **Liability:** The Cemetery Operator will not be held liable for any loss or damage, without limitation (including damage by the elements, Acts of God, or vandals) to any lot, plot, monument, marker, or other article that has been placed in relation to an interment right save and except for direct loss or damage caused by gross negligence of the cemetery.

2.8 **Public Register:** A public register will be maintained and made available to the public during regular office hours.

2.9 **Pets and Other Animals:** Only human remains shall be interred in the cemetery and in no case shall the bodies of any lower animal be placed in any grave in the cemetery.

2.10 **Right to Re-Survey:** The Cemetery Operator has the right at any time to resurvey, enlarge, diminish, re-plot, change or remove plantings, grade, close pathways or roads, alter in shape or size, or otherwise change all or any part of the cemetery, subject to approval of the appropriate authorities.

3. FINANCIAL

- 3.1 All fees and charges shall be payable in accordance with the Cemetery Price List (Schedule "A") which shall be set annually by Council upon recommendation of the Cemetery Manager, who will forward same to the Cemetery Operator.
- 3.2 Payments for all fees and charges shall be made to the Cemetery Manager, who will forward same to the Cemetery Operator.
- 3.3 All revenue and other monies belonging or pertaining to the Cemeteries shall be received by the Treasurer.
- 3.4 As required by sections 166 and 168 of Regulation 30/11, a percentage of the purchase price of all interment rights, and a prescribed amount for monuments and markers is contributed into the care and maintenance fund. Income from this fund is used to provide only general care and maintenance of the cemetery. Contributions to the care and maintenance fund are not refundable except when interment rights are cancelled within the thirty (30) day cooling off period.
- 3.5 The Treasurer shall keep such books, accounts and records as are necessary for properly recording and exhibiting all financial matters pertaining to the Cemeteries as may be prescribed.
- 3.6 The Treasurer shall maintain, invest, and administer the Care and Maintenance Fund in accordance with the provisions of the Act and the regulations made there under.
- 3.7 The Cemetery Manager shall submit a yearly annual budget to Council setting out operating and capital expenses for approval of Council. In determining the budget, the Cemetery Manager shall not be bound to expend the whole of operating or capital revenues in any year or years but may accumulate and hold or subsequently expend the same or any part thereof, or invest the same or any part thereof.

#### 4. SALE OF INTERMENT RIGHTS

- 4.1 Purchasers of interment rights acquire only the right to direct the burial of human remains, and the installation of monuments, markers and inscriptions, subject to the conditions set out in the cemetery by-laws. In accordance with the cemetery by-law, no burial, inurnment, or installation of any monument, marker, inscription, or memorialisation is permitted until the interment rights have been paid in full. An interment rights certificate (Schedule "B") will be issued to the Interment Rights Holder(s) when payment has been made in full. The purchase of interment rights is not a purchase of Real Estate or real property. An Interment Rights Holder wishing to resell their interment rights may advise the Cemetery Operator of their intention prior to seeking a third party buyer for their interment rights.
- 4.2 The Cemetery Operator has for sale the following interment rights:  
Regular Lots/Graves (One full burial prior to 4 cremation burials permitted or four cremation burials permitted per lot)
- 4.3 All prices for cemetery lots and services shall be set out in the User Fees By-law. Prices for lot(s) shall include the applicable portion for deposit to the Cemetery's Care and Maintenance Fund.
- 4.4 All interment rights and cemetery services shall be paid in full at the time of purchase or service; and may be purchased by cash or cheque.
- 4.5 The monies received for Interment Rights shall be held by the Treasurer for a period of thirty (30) days as prescribed by the Act.
- 4.6 The Cemetery Operator shall after the thirtieth (30<sup>th</sup>) day but before sixty (60) days, transfer the monies received for interment rights into the Cemetery Care and Maintenance Fund and Operating Fund.
- 4.7 The Cemetery Operator shall provide each Interment Rights Holder at the time of sale with:
  - (a) a copy of the Certificate of Interment Rights (Schedule "B");
  - (b) a copy of the Contract for Purchase of Interment Rights (Schedule "C");
  - (c) a copy of the Cemetery By-law; and
  - (d) a copy of the current Cemetery Price List (Schedule "A").
- 4.8 In order for the Contract for Purchase of Interment Rights to be valid, it must be signed and dated by both the Purchaser and the duly authorized representative of the Cemetery Operator.
- 4.9 The Certificate of Interment Rights shall specify:
  - (a) the name of the Interment Rights Holder,
  - (b) the size of the lot
  - (c) the location of the lot;
  - (d) the date of purchase;
  - (e) the amount paid for the lot
  - (f) the amount to be deposited in the Care and Maintenance Fund
  - (g) the amount of tax;
  - (h) the amount refundable;
  - (i) a statement regarding transfer/resale restrictions of said interment rights; and shall be subject to the existing regulations or such regulations as may from time to time be determined by the Council;
- 4.10. The purchaser of Interment Rights shall be provided with a Contract, at the time the Contract is made, which shall indicate:
  - (a) the name, address and telephone number of the Operator;
  - (b) the Operator's licence number as provided by the Registrar;
  - (c) the Contract reference number;
  - (d) the date interment rights were purchased;
  - (e) the name, address and telephone number of the purchaser;
  - (f) the name, address and telephone number of the Interment Rights Holder;
  - (g) the location and dimensions of the Lot(s) being purchased;
  - (h) the number and type of interments permitted in each Lot;
  - (i) the purchase price including an itemized breakdown of Cemetery Supplies and Services charges and all applicable taxes;
  - (j) the amount being set aside for the Care and Maintenance Fund;
  - (k) the existence of a By-law that governs the operation of the Cemetery and includes restrictions on Interment Rights in the Cemetery;
  - (l) any limitations or restrictions on exercising the interment rights;
  - (m) any limitations with respect to markers, lot decorations and private structures; and

- (n) the requirement that payment under the contract shall be applied first to the purchase of the rights before being applied to the purchase of any other supplies or services under the contract.
- 4.11 A Contract for the provision of licensed supplies or services is not enforceable by the Operator unless,
- (a) the Contract is written, signed by both parties and complies with the regulations;
  - (b) the Contract sets out the purchaser's cancellation rights under the Act;
  - (c) the Contract sets out all the supplies and services to be provided and the price charged for each of them;
  - (d) the Operator delivers a signed copy of the Contract to the purchaser in the prescribed manner; and
  - (e) in the case of a Contract for the purchase of Interment Rights, the Operator delivers to the purchaser,
    - (i) a copy of the By-laws of the Cemetery and written notice as to whether the By-laws of the Cemetery permit the purchaser to resell the Interment Rights to a third party, and;
    - (ii) a description of the location of the lot that is purchased.
- 4.12 The Cemetery Operator shall not reserve lots for future purchase.
- 4.13 The Interment Rights Holder shall notify the Cemetery Operator of any changes in their mailing address.

**5. CANCELLATION OR RESALE OF INTERMENT RIGHTS**

- 5.1 **Cancellation of Interment Rights within 30 Day Cooling-Off Period:** The purchaser of interment rights has the right to cancel an interment rights contract within thirty (30) days of signing the interment rights contract ("30-day cooling-off period") by providing written notice of the cancellation to the Cemetery Operator. The Cemetery Operator will refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation less sums chargeable under the contract or pursuant to the FBCSA in respect of interment services provided within the 30 day period at the request and with the consent of the Interment Rights Holder or his or her assign or representative.
- 5.2 **Notice of Resale and Transfer of Interment Rights:** The Cemetery Operator permits an Interment Rights Holder to sell or transfer their interment rights to a third party, at no more than the current price listed on the Cemetery Price List, as long as the sale or transfer is conducted through the Cemetery Operator and the purchaser meets the qualifications and requirements as outlined in this bylaw.
- 5.3 **Resale of Interment Rights after 30 Day Cooling-Off Period:** Unless the interment rights have been exercised the purchaser retains the right to re-sell the interment rights. Once payment for the interment rights has been made in full, and an interment rights certificate has been issued, the Interment Rights Holder(s), as recorded on the cemetery records, has right to re-sell the interment rights. Any resale of the interment right shall be in accordance with the requirements of the cemetery by-laws and in keeping with the FBCSA. If any portion of the interment rights in relation to a specific lot has been exercised, the purchaser, or the Interment Rights Holder(s) is not entitled to resell the interment rights in relation to that specific lot.
- 5.4 **Requirements for Resale of Interment Rights:**
- (a) The Interment Rights Holder(s) intending to sell their rights shall provide the following documents to the Cemetery Operator so that the operator can confirm the ownership of the rights and provide the third party purchaser with a the required certificate etc.:
- (1) an interment rights certificate endorsed by the current rights holder;
  - (2) a written statement of the number of lots that have been used in the plot and the number of lots that remain available;
  - (3) any other documentation in the Interment Rights Holder(s) possession relating to the rights.
- (b) The third party purchaser will be provided with the following documents by the Cemetery Operator:
- (1) an interment rights certificate endorsed by the current rights holder;
  - (2) a copy of the cemetery's current by-laws;
  - (3) a copy of the cemetery's current price list;
  - (4) a written statement of the number of lots that have been used in a plot and the number of lots that remain available; and
  - (5) any other documentation in the Interment Rights Holder(s) possession relating to the rights.
- (c) The Cemetery Operator will require:
- (1) the following Resale Endorsements completed and signed:
    - Rights Holder(s) Endorsement of Resale;
    - Acknowledgement of Transferee(s); and
    - Cemetery Operator Acknowledgement and Acceptance of the Resale.
  - (2) confirmation that the person selling the interment rights is the person registered on the cemetery records and that they have the right to re-sell the interment rights;
  - (3) a statement of any money owing to the Cemetery Operator in respect to the interment rights.
- 5.5 Once the endorsed certificate and all required information has been received by the Cemetery Operator from the rights holder(s), the Cemetery Operator will issue a new interment rights certificate to the third party purchaser.
- 5.6 Upon completion of Section 5.4 and 5.5, the third party purchaser or transferee(s) shall be considered the current Interment Rights Holder(s) of the interment, and the resale or transfer of the interment rights shall be considered final in accordance with the cemetery by-laws and the FBCSA.
- 5.7 The Cemetery Operator shall charge an administration fee for the resale or transfer of interments rights in accordance with the current Cemetery Price List.

- 5.8 **Repurchase of Interment Rights:** The Cemetery Operator does not prohibit the resale of an interment rights and may repurchase the interment rights from the Rights Holder(s) if the Cemetery Operator so desires and may negotiate a purchase price so long as the seller acknowledges being aware of the Cemetery Operators current price list amount for interment rights. The Cemetery Operator shall not repurchase the interment rights of any lot or plot wherein the rights have been exercised. Also, the Cemetery Operator shall not repurchase the interment rights of any lot or plot wherein a monument/marker is installed on said lot or plot, unless the Rights Holder removes such monument/marker at their own expense prior to the repurchase.

6. TRANSFER OF LOTS

- 6.1 For the purposes of Section 6, 'Transfer' means a gift, a bequest or devolution under a will but not a resale of interment rights. The Cemetery reserves the right to require the production of a notarial copy of the Will or Certificate of Appointment of Estate of Trustee or other evidence sufficient to prove ownership or authority to deal with the Interment Rights.
- 6.2 To ensure the correctness of records of ownership and interments, no transfer of any lot or interest therein shall be binding upon the Cemetery until a Transfer Form and such other particulars as may be necessary for proper identification is completed and given to the Cemetery Manager. Upon receipt of the Transfer Form and other documentation if required, and the payment of a fee, the transfer shall be made and a new Certificate of Interment Rights issued to the Transferee along with a copy of the cemetery by-law and price list.
- 6.3 Further, any transfer of interment rights within five (5) years of the original purchase or if deemed to be in an attempt to subvert the requirement for the payment of non-resident fees, shall be subject to the applicable transfer fee plus the difference between the resident and non-resident rate.
- 6.4 In the case of a transfer, the Cemetery Caretaker must confirm that all lots transferred are usable prior to an interment taking place.
- 6.5 If a rights holder wishes to transfer the ownership of a vacant lot back to the Township he/she shall receive a refund of the original purchase price less the amount paid into Care and Maintenance.

7. INTERMENTS

- 7.1 The Interment Rights Holder(s) must complete an Order for Interment Form prior to a burial taking place. Should the Interment Rights Holder be deceased, the Order for Interment Form shall be completed by the person authorized to act on behalf of the Interment Rights Holder, ie. Personal Representative, Estate Trustee, Executor or Next of Kin.
- 7.2 When interment rights are held jointly by two or more persons, an Order for Interment Form will be accepted from either or any of them or their authorized representative.
- 7.3 Verbal orders for interments shall be accompanied by a completed Order for Interment Form prior to an interment taking place.
- 7.4 The Cemetery shall not be responsible for any errors on the Order for Interment Form and shall not be responsible for any errors or misunderstandings that may arise on verbal orders.
- 7.5 An Authorization Form shall be completed for a request for an interment in the event that the interment rights for a grave are not recorded under the deceased's name.
- 7.6 A burial permit issued by the Registrar General or equivalent document showing that the death has been registered with the province must be provided to the Cemetery Manager or Cemetery Caretaker prior to a burial taking place. A Certificate of Cremation must be submitted to the Cemetery Manager or Cemetery Caretaker prior to the burial of cremated remains taking place.
- 7.7 In accordance with the FBCSA the purchaser of interment rights must enter into a cemetery contract, providing such information as may be required by the Cemetery Operator for the completion of the contract and the public register prior to each burial of human remains.
- 7.8 Persons requesting interments shall be held responsible for charges incurred. Payment for interments must be made to the Cemetery Operator before a burial can take place. The interment fee includes the opening and closing of the lot. Rates may be adjusted from time to time without prior notice.
- 7.9 The Cemetery Operator shall be given notice of each interment at least sixteen (16) working hours (2 business days) in advance for interments (April 15 – Nov 15), except under special circumstances or at the discretion of Council with weather permitting. The Cemetery Operator cannot be responsible for having lots prepared for funerals unless such notice is given.
- 7.10 Every effort will be made to complete a burial on the assigned day and time. If due to inclement weather conditions, health and safety concerns, or conditions beyond the Cemetery Operator's control, a burial cannot be made at the scheduled time, the burial shall be completed as soon as possible at a later time.
- 7.11 No interment shall be made on Sunday or Statutory Holidays, except upon receipt of a Doctor's Certificate stating that a burial must be made within twenty-four (24) hours of the death in accordance with the regulation of the Ontario Ministry of Health for control of communicable diseases.
- 7.12 The opening and closing of graves may only be conducted by Cemetery Caretaker, or his/her assistant or those designated to do work on behalf of the Cemetery Operator.
- 7.13 Cremated remains are not permitted to be scattered on a grave.
- 7.14 Not more than one regular interment shall be made in the same grave. One regular interment prior to up to four cremation interments are permitted in regular grave. Up to four cremation interments may be permitted in any one regular grave.
- 7.15 Urn vaults with exterior dimensions larger than 12" x 12" x 12" shall not be permitted in the Cemetery.
- 7.16 An urn may be placed inside a casket to be interred; however the fee for one (1) regular interment as determined by the Cemetery User Fees will be required.
- 7.17 The Cemetery Caretaker or his/her assistant shall be in attendance at each interment.
- 7.18 The Cemetery Operator will exercise all due care in making interments and disinterment's, but it is not responsible for damage to any casket, urn or other container sustained during interment or disinterment.
- 7.19 Where no interment has been made in a lot for more than twenty (20) years, the Municipality may proceed to repossess the unused lot in accordance with the Act.

8. DISINTERMENTS (Schedule "D")

- 8.1 Human remains may be disinterred from a lot provided that the written consent (authorization) of the interment rights holder has been received by the cemetery operator and the prior notification of the medical officer of health. A certificate from the local medical officer of health must be received at the cemetery office before the removal of casketed human remains may take place. A certificate from the local medical officer of health is not required for the removal of cremated remains.
- 8.2 In special circumstances the removal of human remains may also be ordered by certain public officials without the consent of the interment rights holder and/or next of kin(s).
- 8.3 Before a disinterment is to take place the Cemetery Operator requires three (3) days' notice so that arrangements can be confirmed with the Northwestern Health Unit.
- 8.4 The human remains of persons who have died from contagious diseases may be removed only with the consent of the local medical officer of health or other public official having authority.
- 8.5 When a disinterment is to take place, the Cemetery Caretaker is responsible to open the grave and the Funeral Director retained for the purpose of the disinterment is responsible to disinter the body.

9. MONUMENTS AND MARKERS (Schedule "E")

- 9.1 For the installation of any monument or flat marker, a Foundation or Marker Form must be completed, including the proposed location, dimensions, material of structure, and inscription information.
- 9.2 Monuments shall not be placed on lots until one year after regular interment due to subsidence of new graves.
- 9.3 No memorial or other structure shall be erected or permitted on a lot until all charges have been paid in full, including the Care and Maintenance fee and the foundation installation fee for monuments.
- 9.4 The Cemetery Operator reserves the right to determine the maximum size of monuments/markers, their composition, their number and their location on each lot with the following conditions:
  - (a) must not be of a size that would interfere with any future interments;
  - (b) monuments shall be placed at the head of the lot;
  - (c) a flat marker may be placed at the foot of the lot that contains an existing upright monument. The marker shall be placed at the end of the grave farthest from the monument. All additional markers shall be approved by the Cemetery Caretaker;
  - (d) a flat marker may be placed at the head of a lot provided there is no upright monument erected on said lot.
  - (e) all monuments/markers shall face east;
  - (f) all markers are to be flat on top and set level with the ground so that a lawn mower can pass safely over them and shall be set in the ground by the Cemetery Caretaker or his/her assistant, or the monument dealer/supplier in accordance with cemetery specifications.
  - (g) the base of a monument on a single lot shall not exceed two-thirds (2/3) the width of the lot on which the monument is erected. On a double grave, the base of a monument shall not exceed (4') or 48" in width. On multiple graves (ie. three, four, etc.), the base of a monument shall not exceed five feet (5') or 60" in width.
  - (h) no monument, including the base, shall exceed four feet (4') in height.
  - (i) at a single or double lot, a flat marker shall not exceed two-thirds (2/3) the width of the lot, including the base, on which the marker is installed.
  - (j) the minimum thickness for flat markers including footstones is 4 inches or 10 cm.
- 9.5 No monument shall be delivered to the cemetery for installation until the monument foundation has been completed, and the marker retailer has been notified by the Cemetery Operator.
- 9.6 In the event that a monument located on a lot prevents a regular interment from taking place, only cremated remains will be permitted to be interred on such lot unless the Interment Rights Holder is prepared to remove, at its own expense, such monument/foundation to permit a regular interment to take place.

- 9.7 No free standing wooden memorial crosses ( † ) shall be permitted to be installed on any grave.
- 9.8 No monument, footstone, marker or memorial of any description shall be placed, moved, altered, or removed without permission from the Cemetery Operator.
- 9.9 When any monument, gravestone or memorial, of any kind, is to be removed, or any inscription made or cleaning done, permission shall be obtained from the Cemetery Manager.
- 9.10 Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered to be normal wear.
- 9.11 The Cemetery Operator will take reasonable precautions to protect the property of Interment Rights Holders, but it assumes no liability for the loss of, or damage to, any monument, marker, or other structure, or part thereof.
- 9.12 The Cemetery Operator does not accept any responsibility or liability for a picture, photograph or monument should a picture or photograph become lost, faded, cracked, damaged or need to be removed.
- 9.13 Should any monument or marker present a risk to public safety because it has become unstable, the Cemetery Operator shall do whatever it deems necessary by way of repairing, resetting, or laying down the monument or marker or any other remedy so as to remove the risk.
- 9.14 The Cemetery Operator reserves the right to remove at its sole discretion any marker, monument, or inscription which is not in keeping with the dignity and decorum of the cemetery as determined by the Cemetery Manager.
- 9.15 Any contractor performing work at the cemetery at the request of any person who damages any lot, upright monument, marker or other structure, or otherwise does any injury in the cemetery, shall be personally responsible for such damage or injury and in addition thereto, his/her employers shall be liable.
- 9.16 All work done by monument/marker dealers should be done during regular office hours of the Cemetery, unless special permission is obtained from the Cemetery Manager.

10. FOUNDATION WORK

- 10.1 A concrete foundation is required for all upright monuments.
- 10.2 All foundations for monuments shall be built at the expense of the Interment Rights Holder.
- 10.3 The foundation shall be built in the designated space as marked by the Cemetery Caretaker. If incorrect dimensions have been given on the Foundation Order Form, signed by the Interment Rights Holder or a person authorized to act on the Holder's behalf, and/or the monument supplier, the foundation will be removed and rebuilt or modified by the Interment Rights Holder and at the expense of the Interment Rights Holder or person acting on behalf of the Holder.
- 10.4 Foundations for monuments shall be level with the surrounding ground and shall not exceed six (6) inches in thickness. Foundations must be cured for a minimum of forty-eight (48) hours before placing the monument.

11. CARE OF LOTS

- 11.1 Income from the Care and Maintenance Fund shall be expended to maintain secure and preserve the cemetery grounds. Such expenses may include, but are not limited to expenses arising from:
  - Re-levelling and sodding or seeding of lots
  - Maintenance of cemetery roads, sewers and water systems
  - Maintenance of perimeter walls and fences
  - Maintenance of cemetery landscaping
  - Repairs and general upkeep of cemetery maintenance buildings and equipment
- 11.2 The Cemetery Operator reserves the right to regulate the articles placed on lots that pose a threat to the safety of all Interment Rights Holders, visitors to the cemetery, Cemetery Contractor or his/her assistant or those designated to do work on behalf of the Cemetery Operator; prevents the Cemetery Operator from performing general cemetery operations; or are not in keeping with the respect and dignity of the cemetery. Prohibited articles will be removed and disposed of without notification.
- 11.3 No person shall plant trees, flower beds or shrubs in the cemetery except with the approval of the Cemetery Operator; plants must be maintained or shall be removed at the discretion of the Cemetery Caretaker.
- 11.4 All lots shall be maintained and kept properly graded, sodded and mown by the Cemetery Caretaker or his/her assistant (Perpetual Care).
- 11.5 No unauthorized person shall cut any sod or move grave markers in the cemetery.
- 11.6 No Person other than the Cemetery Caretaker or his/her assistant shall remove any sod or in any other way change the surface of the burial lot in the Cemetery. In the event of any such change, the Cemetery Operator may restore the lot to its original grade at the expense of the Holder.
- 11.7 Borders, fences, railing, cut-stone coping and hedges in or around lots are not permitted, except that borders to protect flowers can only be installed by permission of the Cemetery Manager. The Cemetery Operator shall not be responsible for such borders installed or for damage to such borders by lawn mowing or trimming equipment.
- 11.8 Nails, wires, wooded crosses, glass or pottery containers/articles, or any other material that creates a hazard to workers and to visitors when neglected or broken are not permitted in the cemetery.
- 11.9 The Cemetery Operator shall not be responsible for loss or damage to any articles left upon any lot or plot.
- 11.10 Rubbish shall not be thrown on roads, walks, or any part of the grounds or buildings. Receptacles are provided at convenient locations within the premises for the deposit of weed, decayed flowers, plants, etc.

12. CARE OF LOTS - FLOWERS

- 12.1 The Cemetery Operator reserves the right to remove all flowers, potted plants, wreaths and baskets of flowers when they become withered or unsightly, or for any other reasons such removals are in the best interest of the cemetery.
- 12.2 Flowers placed on a grave for a funeral shall be removed by the Cemetery Caretaker or his/her assistant after a reasonable time to protect the sod and maintain the tidy appearance of the cemetery.
- 12.3 Flower beds are permitted in front of upright monuments and markers located at the head of lots, but must not exceed the size of the grave. Where there is no monument, flower beds can be planted not to exceed the size of the grave.
- 12.4 In the event that a flower bed located on a lot impedes a regular interment, the Cemetery Caretaker or his/her assistant may need to remove such flower bed. It is the responsibility of the lot owner to replace such flower bed if desired.
- 12.5 Any shrubs or flowers not attended to by June 1<sup>st</sup> of each year may be cleaned up/removed by the Cemetery Caretaker or his/her assistant. All annual flowers must be removed or cleaned up and flower vases must be removed or turned down by October 15<sup>th</sup> of each year.
- 12.6 No glass containers shall be used for flowers.
- 12.7 Artificial flowers, artificial wreaths without glass covers, potted plants, etc. are permitted to be placed on a lot after November 15<sup>th</sup> of each year. Artificial wreaths must be securely fastened to the monument, or where there is not monument, mounted on a stand of at least 76.20 (30 inches) high securely anchored to the ground.
- 12.8 To preserve the proper appearance of the grounds, artificial wreaths, flower arrangements and potted plants placed on a lot must be removed before April 1<sup>st</sup> of each year; otherwise the Cemetery Caretaker or his/her assistant will remove and dispose of them.

13. CONTRACTOR PROVISIONS

- 13.1 All cemetery by-laws apply to all contractors and all work carried out by contractors within the cemetery grounds.
- 13.2 Any contractor who damages any lot, upright monument, marker or other structure, or otherwise does any injury in the Cemetery, shall be personally responsible for such damage or injury and in addition thereto, his/her employers shall be liable.
- 13.3 Contractors, monument dealers and suppliers shall not enter the cemetery in the evening, weekends or statutory holidays, unless approval has been granted by the Cemetery Operator.
- 13.4 No work will be performed at the cemetery except during the regular business hours of the cemetery.
- 13.5 Contractors shall temporarily cease all operations if they are working during a funeral until the conclusion of the service. The Cemetery Operator reserves the right to temporarily cease contractor operations at their sole discretion if the noise of the work being performed by the contractor is deemed to be a disturbance to any funeral or public gathering within the cemetery.
- 13.6 Contractors, monument dealers and suppliers shall lay wooden planks on the burial lots and paths over which heavy materials are to be moved in order to protect the surface from damage.
- 13.7 Any contractor who has been requested by an Interment Rights Holder to perform any type of work is required to contact the Cemetery Manager for permission to perform such work.

14. RULES FOR VISITORS

- 14.1 All visitors should conduct themselves in a quiet manner that shall not disturb any service being held.
- 14.2 Any person disturbing the quiet and good order of the cemetery by noise or other improper conduct or who violates these rules, shall be expelled from the grounds.
- 14.3 The Cemetery Caretaker and his/her assistant are empowered to preserve order and decorum in the Cemetery.
- 14.4 No person may damage, destroy, remove or deface any property within the cemetery.
- 14.5 Any person who, in the cemetery, damages or moves any tree, plant, marker, fence, structure or other thing usually erected, planted or placed in a cemetery is liable to the Municipality and any Interment Rights Holder who, as a result, incurs damage. The amount of damages shall be the amount required to restore the cemetery to the state that it was in before anything was damaged or moved by the person liable.
- 14.6 No parades other than funeral possessions shall be admitted to or be organized within the cemetery.
- 14.7 Children under the age of twelve (12) are welcome on the cemetery grounds when accompanied by an adult, who shall be responsible for their good conduct and shall see that they do not run over the lots or climb upon the monuments.
- 14.8 Vehicles within the cemetery shall be driven at a moderate rate of speed and shall not leave the roadways.
- 14.9 No all-terrain vehicles or snowmobiles are allowed in the cemetery.
- 14.10 Proprietors of vehicles and other drivers shall be held responsible for any damage done by their vehicles.
- 14.11 Discharging of firearms, other than in regular volleys at burial services is prohibited in and around the cemetery.
- 14.12 Dogs and other pets must be restrained by a proper leash and accompanied by their owner. Every owner of a dog shall remove forthwith, and sanitarily dispose of excrement left by the dog or other pet on the cemetery property.
- 14.13 Any complaints by Interment Rights Holders or visitors should be made to the Cemetery Manager and not the workers on the grounds and controversies with workers or other on the grounds are to be avoided.
- 14.14 No signs, notices, or advertising of any kind shall be allowed within the cemetery except those placed by the Cemetery Operator.
- 14.15 No picnic party shall be permitted in the cemetery.

15. ABANDONED CEMETERIES

No burials shall be permitted in the abandoned cemeteries located within the Township of Emo.

16. EFFECTIVE DATE

This Bylaw shall come into force and take effect on the day it receives the approval of the Ministry of Consumer Services, Cemeteries Regulation Unit.

Any Bylaw or Bylaws of the Township of Emo inconsistent with the provisions of this Bylaw are hereby rescinded.

Bylaw 97-07 and any amendments thereto are hereby rescinded.

Everyone who contravenes a section of this Bylaw is guilty of an offence and on conviction is liable to a penalty as provided for under the Provincial Offences Act.

**Enacted and passed this 30<sup>th</sup> day of August, 2012 as witnessed by the Seal of the Corporation and the hands of its proper Officers.**

**THIS BY-LAW READ A FIRST, SECOND AND THIRD TIME IN OPEN COUNCIL AND FINALLY PASSED THIS 30<sup>TH</sup> DAY OF AUGUST, 2012.**

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**Acting Mayor**

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**CAO/Clerk-Treasurer**

**SCHEDULE 'B'**

TOWNSHIP OF EMO

Emo Cemetery  
PO Box 520,  
Emo, Ontario  
P0W 1E0

***Interment Rights Certificate***

This indenture, made on \_\_\_\_\_

Between: Emo Cemetery

Hereinafter called the Grantor, of the first part, and:

\_\_\_\_\_

Hereinafter called the Grantee, to include the plural should more than one name appear above, of the second part.

Witness that for the sum of:

\$\_\_\_\_\_ plus \$\_\_\_\_\_ H.S.T. of which \$\_\_\_\_\_ is set aside in the Care and Maintenance fund.

The Grantor does hereby sell to the Grantee, interment rights in the following locations:

Block No. \_\_\_\_\_ Grave/Lot No. \_\_\_\_\_

Area of \_\_\_\_\_ square feet

The Grantee, by acceptance of this certificate indicated that the Bylaw governing the operation of the cemetery has been received and read, and agrees to be guided by the said Bylaw as well as the provisions of the *Cemeteries Act (Revised)* as if these were included as part of this certificate.

This certificate cannot be transferred. It must be returned to the Emo Cemetery, who will issue a new certificate to the transferee.

With respect to the erection or installation of markers, the Grantee agrees to abide by the Bylaw of the cemetery, wherein restrictions on the erection or installation of markers are given and by which Bylaw is attached hereto.

\_\_\_\_\_  
Clerk

**SCHEDULE 'D'**

TOWNSHIP OF EMO

**DISINTERMENT**

**CONSENT OF PLOT OWNER**

I, \_\_\_\_\_ hereby consent to the disinterment and removal of the remains of the late \_\_\_\_\_ in the Emo Cemetery, from Plot/Block No. \_\_\_\_\_ Lot/Grave No. \_\_\_\_\_, for reburial in

\_\_\_\_\_ in accordance with the provisions of the Cemeteries Act.

Reason for removal \_\_\_\_\_

Relationship to deceased \_\_\_\_\_

\_\_\_\_\_  
(Date) (signature- lot owner)

\_\_\_\_\_  
(address)

**CONSENT OF MEDICAL OFFICER OF HEALTH**

I, \_\_\_\_\_ hereby consent to the disinterment and removal of the remains of \_\_\_\_\_ from Plot/Block No. \_\_\_\_\_, Lot/Grave No. \_\_\_\_\_ of the Emo Cemetery in compliance with the provisions of the Cemetery Act.

\_\_\_\_\_  
(date)

\_\_\_\_\_  
Medical Officer of Health

**TO BE COMPLETED BY CLERK**

Date of removal \_\_\_\_\_

in the presence of \_\_\_\_\_  
(Medical Officer of Health or representative)

and \_\_\_\_\_  
(Township Superintendent or his designate)

\_\_\_\_\_  
Clerk

**SCHEDULE 'C'**

TOWNSHIP OF EMO  
P.O. Box 520  
Emo, Ontario  
P0W 1E0

**CONTRACT FOR PURCHASE OF INTERMENT RIGHTS AND SERVICES  
Order for Internment**

Plot/Block No. \_\_\_\_\_ Lot/Grave No. \_\_\_\_\_ Date \_\_\_\_\_

Area of \_\_\_\_\_ square feet      PreArrangement \_\_\_\_\_

Resident \_\_\_\_\_ Non-Resident \_\_\_\_\_      Cremains \_\_\_\_\_ Casket \_\_\_\_\_

Purchaser \_\_\_\_\_

Address \_\_\_\_\_

Rights Holder \_\_\_\_\_

Name of Deceased \_\_\_\_\_

Place of Death \_\_\_\_\_ Sex \_\_\_\_\_

Date of Birth \_\_\_\_\_ Date of Death \_\_\_\_\_

Date of Burial \_\_\_\_\_ Time \_\_\_\_\_

Name of official \_\_\_\_\_

Religious /Church affiliation (if applicable) \_\_\_\_\_

**SERVICES**

Selling Price      \$ \_\_\_\_\_

Interment fee      \$ \_\_\_\_\_

Care and Maintenance      \$ \_\_\_\_\_

Repurchase Price      \$ \_\_\_\_\_

Subtotal for Services      \$ \_\_\_\_\_

H.S.T.      \$ \_\_\_\_\_

**TOTAL**      \$ \_\_\_\_\_

It is agreed between the parties that this contract is subject to the Bylaws of the Township of Emo and the Purchaser hereby acknowledges receipt of a copy of the Cemetery Bylaw of the Township of Emo.

\_\_\_\_\_  
Signature of Purchaser or Representative

\_\_\_\_\_  
Clerk

## SCHEDULE 'C' continued...

### CONDITIONS OF CONTRACT

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

In Ground      Burial 40% of the purchase price or \$250.00, whichever is greater

#### CONTRIBUTION TO CARE AND MAINTENANCE FOR MARKER INSTALLATION:

Flat memorial less than 173 square inches	Nil
Flat memorial 173 square inches or more	\$ 50.00
Sloped memorial	\$100.00
Raised memorial	\$100.00
Upright memorial up to 4 feet in height or width	\$100.00
Upright memorial more than 4 feet in height or width	\$200.00

#### A CONTRACT FOR THE PURCHASE OF INTERMENT RIGHTS INCLUDES:

The right of the purchaser, by written demand, to request the cemetery owner to repurchase the rights before they are used.

- The cemetery owner shall repurchase the interments rights within thirty days from the date the written demand was received.
- 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 into the Care and Maintenance Fund, or the predecessor of such a fund, in respect of the interment rights.
- In accordance with the Bylaw of the cemetery, the following restrictions on the exercising of interment rights apply:
  - Refer to Part 7 of the Bylaw of the cemetery
- In exercising the interment rights contracted herein, the following documents are required: Death Certificate or Certificate of Cremation, Certificate of Interment Rights
- In accordance with the Bylaw of the cemetery, the following restrictions/requirements apply with respect to cemetery supplies and services purchased from a source other than the cemetery:
  - Refer to Part 9 and Part 10 of the Bylaw of the cemetery
- If a purchaser transfers an interment right, the purchaser shall give notice of the transfer to the cemetery owner and return the original certificate of interment rights. The cemetery owner shall issue a new certificate of interment rights to the transferee.
- In accordance with the Bylaw of the cemetery, the following restrictions on the transfer of interment rights apply:
  - Refer to Part 7
- The resale of interment rights by the purchaser is prohibited.
- The certificate of interment rights shall not be issued until the interment rights have been paid for.

#### A CONTRACT FOR THE PURCHASE OF PRE-NEED SUPPLIES OR SERVICES INCLUDES THE FOLLOWING CANCELLATION RIGHTS:

- The purchaser has the right to cancel the contract within the thirty-day period following the day that the contract is made.
- The purchaser's right to cancel survives the thirty-day period until such time as the cemetery owner provides the cemetery supplies and services.
- The cemetery owner shall not provide the cemetery supplies and services until the expiry of the thirty-day period immediately following the day the contract is made.
- The purchaser must pay the service fee required under the Cemeteries Act if the right to cancel the contract is exercised more than thirty days after the contract is made. Such service is the lesser of 10% of the amount paid by the purchaser for the pre-need supplies or services, together with any income earned by the cemetery owner of the 10% since the purchase or \$200.00

# SCHEDULE 'E'

TOWNSHIP OF EMO

## REQUEST FOR INSTALLATION OF MONUMENT

\_\_\_\_\_  
(Name of Person or Company)

\_\_\_\_\_  
Name of Interment Rights Owner

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
e-mail address

\_\_\_\_\_  
e-mail address

Block/Plot No. \_\_\_\_\_ Lot/Grave No. \_\_\_\_\_

Name of Deceased \_\_\_\_\_

Monument: Upright \_\_\_\_\_ Sloped \_\_\_\_\_ Raised \_\_\_\_\_ Flat \_\_\_\_\_

Dimensions of die: Height \_\_\_\_\_ Width \_\_\_\_\_ Depth \_\_\_\_\_

Dimensions of base: Height \_\_\_\_\_ Width \_\_\_\_\_ Depth \_\_\_\_\_

Overall size including base: Height \_\_\_\_\_ Width \_\_\_\_\_ Depth \_\_\_\_\_

Description (including colour and design)

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

Payment of the Care and Maintenance Fees must accompany the memorial.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

### OFFICE USE ONLY

Approved \_\_\_\_\_

Denied \_\_\_\_\_

Reason for denial \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Clerk

### MONUMENTS

FLAT MARKER - less than 173 sq.  
inches

\$100.00

### C & M

### TOTAL

\$100.00 + HST

FLAT MARKER - 173 sq. Inches or  
more

\$50.00

\$50.00

\$100.00 + HST

UPRIGHT MONUMENTS - up to  
4 ft in height or width

\$100.00

\$100.00

\$200.00 + HST

UPRIGHT MONUMENTS - over  
4 ft in height or width

\$50.00

\$200.00

\$250.00 + HST

**SCHEDULE "F"**

TOWNSHIP OF EMO

NOTICE OF TRANSFER OF AN INTERMENT RIGHTS BACK TO THE TOWNSHIP OF EMO

Notice is hereby given that the undersigned hereby concurs and transfers all interest in the following cemetery lot(s), or part thereof, to the Corporation of the Township of Emo.

Emo Cemetery      BLOCK \_\_\_\_\_ LOT \_\_\_\_\_

Date \_\_\_\_\_ Signature \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Address

Particulars of resale conditions (if any)

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

Approved by \_\_\_\_\_ CAO/Clerk – Treasurer

\_\_\_\_\_ Date

Particulars of refund

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