The Corporation of the Township of Hornepayne 68 Front Street, PO Box 370 Hornepayne, Ontario POM 1Z0



2022-052

COUNCIL RESOLUTION

MOVED BY: Drago Stef	anic_	NO	022-052
SECONDED BY: Poter Kister	nake	DATE: F	ebruary 9, 2022
BE IT RESOLVED that By-Law No. all Municipal Cemeteries in The Corpursuant to The Funeral, Burial and c.33., be hereby read a first and secand finally passed.	poration of Cremation	the Townsh Services Ac	ip of Hornepayne et 2002, S.0. 2002.
CarriedDefeatedDeferred		signat	ure of presiding officer
RECORDED VOTE: Councillor Belinda Kistemaker Councillor Peter Kistemaker Councillor Jon Peroff Councillor Drago Stefanic Mayor Cheryl Fort Disclosure of pecuniary interest a	YES ————————————————————————————————————	NO ————————————————————————————————————	ABSTAINED —— —— —— —— —— —— —— ———
(Name) Disclosed the pecuniary interest and the g discussion, vote and influence.	Name) eneral nature	thereof and a	abstained from the
9			(Clerk)

THE CORPORATION OF THE TOWNSHIP OF HORNEPAYNE

By-Law No. 1909

Being a By-Law to regulate and govern all Municipal Cemeteries in The Corporation of the Township of Hornepayne pursuant to The Funeral, Burial and Cremation Services Act 2002, S.0. 2002. c.33.

WHEREAS pursuant to The Funeral, Burial and Cremation Services Act, 2002, O.Reg. 30/11, s. 150 (1), a cemetery operator may make By-Laws governing the operation of a cemetery and, in particular, governing rights, entitlements and restrictions with respect to interment and scattering rights; and,

WHEREAS it is deemed expedient to revise and establish certain standards for the operation and control of cemeteries under the jurisdiction of the Corporation of the Township deformed by the corporation of the Corporation of the Township deformed by the corporation of the Corpo

NOW THEREFORE BE IT ENACTED by the Council of The Corporation of the Township of Hornepayne:

1. The following schedules form an integral part of this By-Law:

Schedule "A" attached – Township of Hornepayne General Cemetery Regulations

Schedule "B" attached – Township of Hornepayne Cemetery Price List

Schedule "C" attached – Township of Hornepayne Cemetery Burial Order

Schedule "D" attached – Township of Hornepayne Cemetery Contract

Schedule "E" attached – Township of Hornepayne Cemetery Certificate of Interment

- 2. This By-Law comes into force and is effective retroactive to January 1, 2022.
- 3. This By-Law will be sent to the Consumer Protection Branch, Cemeteries Regulation Unit of the Ontario Ministry of Consumer Services for approval and amendments will be made if required.
- 4. All previous By-Laws governing the operations of the Township of Hornepayne Cemetery are hereby repealed.

Read a first and second time this 9th day of February 2022.

Read a third time and finally passed 9h day of February 2022.

Presiding Officer

Clerk

SCHEDULE "A" to By-Law No. 1909

Township of Hornepayne General Cemetery Regulations

1. DEFINITIONS

Burial: The opening and closing of an inground lot for the disposition of human remains or cremated human remains.

By-Laws: The rules and regulations under which the Cemetery operates.

Care and Maintenance Fund: It is a requirement under the Funeral, Burial and Cremation Services Act (FBCSA) that a percentage of the purchase price of all Interment Rights and set amounts for marker and monument installations is deposited into the Care and Maintenance Fund. Interest earned from this fund is used to provide care and maintenance of lots, markers, and monuments at the Cemetery.

Contract: For purposes of this by-law, all purchasers of interment rights must sign a contract with the cemetery, detailing obligations of both parties and acceptance of the cemetery by-laws.

Grave: (Also known as a Lot) means any inground burial space intended for the interment of a child, adult or cremated human remains.

Interment Right: The right to require or direct the interment of human remains or cremated human remains in a lot or niche and direct the associated memorialization.

Interment Rights Certificate: The document issued by the Cemetery to the purchaser once the interment rights have been paid in full, identifying ownership of the interment rights.

Interment Rights Holder: Any person designed to hold the right to inter human remains in a specified lot.

Lot: For the purposes of this by-law a single grace space.

Marker: Shall mean any permanent memorial structure that is set flush and level with the ground and used to mark the location of a burial lot.

Monument: Any permanent memorial projecting above the ground installed within the designated space to mark the location of a burial or lot.

Niche: An individual compartment in a columbarium for the entombment of cremated human remains.

2. RULES AND REGULATIONS

2.1. ADMINISTRATION

a) The Corporation of the Township of Hornepayne reserves full and complete control and management of the land, buildings, plants, roads, utilities, books and records of the cemetery and complete authority to administer this By-Law.

- b) The CAO/Clerk shall have custody of the Cemetery under the direction of the Township. No interment or removal of bodies shall take place without notice to the CAO/Clerk, and he/she shall see that a proper burial permit or other certificate required by law is furnished to him/her in each instance.
- c) The Township distinctly disclaims all responsibility for loss of damage from causes beyond their control and especially from damage caused by the elements, act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, accidents, invasion, insurrections, riots, or order of any military or civil authority, whether damage be direct or collateral.
- d) The cemetery is open to the public during daylight hours. The CAO/Clerk is available during office hours at the Municipal Office located at 68 Front Street Hornepayne, Ontario. Municipal Office is open Monday to Friday 9:00 a.m. to 3:00 p.m. Telephone enquires can be made at (807) 868-2020. A public register is available at the municipal office during regular municipal office hours.
- e) All By-Law amendments must be:
 - 1) published once in a newspaper with general circulation in the Hornepayne area, if available;
 - 2) posted on the Township of Hornepayne website and Facebook page;
 - 3) conspicuously posted on a sign at the entrance of the cemetery; and,
 - 4) delivered to each supplier of markers who have delivered a marker to the cemetery during the previous year if the By-Law or By-Law amendment pertains to markers or their installation.
- f) The Township has the right, at any time, to re-survey, enlarge, diminish, relot, 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.

2.2. SALE AND TRANSFER OF INTERMENT RIGHTS

- a) No person shall sell Interment Rights unless that person does so on behalf of the Township. Each sale shall be immediately marked on the official town cemetery map by the CAO/Clerk.
 - In each case of burial a written statement giving the name, place of birth, last residence (with street address, if any), age, date of birth, place of death, address of deceased's nearest relatives, time of interment, in what lot to be interred, names of funeral director and medical attendant must be furnished so that an accurate register may be kept. The location of the grave to be opened shall be accurately designated by giving section and lot number.
- b) Interment rights for Lots and Niches may be purchased from the Township as per the rates outlined on Schedule "B" attached.
- c) The Township shall provide each Rights Holder at the time of sale with:
 - 1) a copy of the contract;
 - 2) a copy of the Cemetery By-Law; and,
 - 3) a Certificate of Interment Rights.
- d) To ensure the correctness of records of ownership and interments, no transfer of any Interment Rights or any interest therein shall be allowed.

- e) In cases of transmission of ownership by will or bequest of Interment Rights, the management reserves the right to require the production of a notarial copy of the will or other evidence sufficient to prove ownership.
- f) An Interment Rights Holder may require, by written demand, the Cemetery to repurchase the rights at any time before they are used. The Cemetery shall repurchase the Rights within thirty days from the date that the request was received.
- g) The repurchase price of the Interment Rights, shall be the amount listed on the current price list (Schedule "B") less the amount paid by the cemetery owner to the Care and Maintenance Fund. This also applies to all purchases or contracts that were made before this Act came into being.
- h) NO REFUND will be made for any lot if any Interment Rights have been exercised.
- i) A purchaser has the right to cancel an interment contract within thirty (30) days of signing the interment rights contract, by providing written notice of cancellation to the Township. The Township will refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation is received by the Township. If any portion of the interment rights has been exercised, the purchaser, or the interment rights holder(s) are not entitled to cancel the contract.
- j) Any resale of the interment rights returned/repurchased shall be in accordance with the requirements of the cemetery By-Laws and in keeping with the FBCSA.

2.3. INTERMENTS

- a) All interments must be authorized in writing by the Interment Rights Holder except the interment of the Interment Rights Holder.
- b) The CAO/Clerk, or his/her designate, or someone in the employ of the Township shall be in attendance at each interment.
- c) A burial permit must be issued by the Division Registrar, showing that the death has been registered and the fee for the opening of the lot according to the fee found in the Fee Schedule.
- d) In the case of a cremation, a copy of the cremation certificate must be supplied to the CAO/Clerk.
- e) Persons requesting interments in lots shall be held responsible for charges incurred per Schedule "B".
- f) When Interment Rights in a lot are held jointly by two or more persons, an order will be accepted from either or any of them, or their authorized representatives, for interment in such part of the lot as may be requested.
- g) No lot shall be opened for interment or disinterment by any person not in the employ of, or under the direction of the Township, except under special circumstances, and by permission of the Township.
- h) All interments shall be for all denominations.
- i) The CAO/Clerk shall be given a minimum 24 hours notice for each burial of human remains or cremated human remains.

- j) Only one adult body will be allowed to be interred in a grave.
- k) An adult and an infant under the age of 2 may be interred in one grave.
- I) Three Cremation Urns may be buried in an adult size lot in addition to a buried body or alternatively, four cremains may be placed in an adult sized lot.
- m) No person shall remove human remains from a cemetery unless a certificate of a Medical Officer of Health or the Township confirming that the FBCSA and the regulations have been complied and which is affixed to the container. A burial certificate under the Vital Statistics Act is not required to re-enter human remains that have been disinterred according to the FBCSA and regulations.
- n) The Township will exercise all due care in conducting burials and interments but is not responsible for damage to any casket, urn or other container sustained during interment and disinterment.
- o) Interment fees must be paid in full at the time the request for interment rights is made.
- p) The Township shall not be held responsible for any errors made for any funeral arrangements made over the phone. These arrangements should be made in writing.
- q) No remains or cremains shall be buried at the cemetery other than those of Humans.

2.4. MONUMENTS AND MARKERS

- a) All installations of monuments and markers and their foundations shall be arranged for by the Rights Holder through monument dealers.
- b) No inscriptions shall be placed on any monument which are not in keeping with the dignity and decorum of the cemetery.
- c) No monument, marker or memorial of any kind shall be placed, moved, altered or removed without permission from the Township.
- d) No monument or maker will be delivered to the cemetery without contacting the CAO/Clerk for location of Interment Rights
- e) Every person installing a monument or marker in the cemetery shall pay the prescribed amount as set out in the FBCSA, to the Township's Care and Maintenance Fund. The interest earned from this fund will be used to maintain the markers or monuments in a safe condition.
- f) The fees for monuments and markers shall be the amounts listed on the current price list, Schedule "B" attached hereto.
- g) The Township will take reasonable precautions to protect the property of Interment Rights Holders, but assumes no liability for the loss of, or damage to, any monument, or part thereof except where such damage or loss is due to its negligence.
- h) Only one upright monument may be erected on a single grave and 2 flat markers or 4 flat markers taking up no more than the actual lot.

Page 5 Schedule "A" By-Law No. 1909

- i) The maximum size base with monument allowed on a single lot is the width of the lot.
- j) Monuments must be placed at the centre of the head end of the lot except where alignment with existing nearby monuments justifies another location. Approval of the location must be obtained from the CAO/Clerk before a monument is set.
- k) Only cemetery staff may open and seal niches for interments. This applies to the inside sealer and the niche front. The Township may grant permission to funeral directors to open/close niches on its behalf.
- No person other than cemetery staff shall remove or alter niche fronts. The Township may grant permission to funeral directors or monument companies if needed for repairs or maintenance.
- m) Contractors and Monument Dealers shall lay wooden planks on the burial lots over which heavy materials are to be moved in order to protect the surface from damage.
- n) Prior to the start of any monument/marker installation, contractor must provide proof of WSIB coverage and liability insurance coverage of not less than \$2 million dollars.

2.5. CEMETERY MAINTENANCE

- a) The Employees conducting maintenance and improvements at the Cemetery shall be under the supervision of the Township Public Works Manager or Lead Hand who will be under the direction of Municipal Council.
- b) Mounds are strictly prohibited.
- c) No person shall change the grading of a grave site; in case of any such change, the Township or Cemetery Board may restore the lot to its original grade.
- d) If borders or cutstone copings are installed in or around lots become unsightly they are prohibited.
- e) Vases, urns, and flower stands not properly cared for, and such which are not filled with plants by June 30th in any year, may be removed from the lot, and any stand, holder, vase, or other receptacle for flowers deemed unsightly or unsuitable may be prohibited or removed, all at the discretion of the Cemetery Board.
- f) In order to preserve the proper appearance of the grounds, artificial wreaths and flowers must be removed before they become unsightly. Otherwise, the Cemetery Board will have them removed.
- g) Shrubs(dwarf), flowers, or other plants may be cultivated on lots but only such varieties as are in good taste and in keeping with the general plan of the grounds and subject to the approval of the Cemetery Board. No shrubs shall be higher than 36" from the ground or 14" in diameter or obstruct adjacent lots.

- h) If any trees or shrubs situated in any lot have, in the opinion of the Township or the Board, become by means of their roots or branches, or in any other way detrimental to the adjacent lots, drains, roads or walks, or prejudicial to the general appearance of the grounds or inconvenient to the public, the Township or Board may remove such trees or shrubs or parts thereof. However, this action is subject to giving the holder of interment rights thirty (30) days notice in writing to allow the holder the opportunity to rectify the situation at the lot holder's expense.
- i) Grave covers are prohibited at the Township of Hornepayne Cemetery.
- j) Any monument, tombstone, or other memorial which is in a deteriorated state or poses a hazard to public safety, will be laid down on the grave site.
- k) No person shall:
 - 1) write upon, deface, mutilate, damage any monument or other structure in or belonging to the cemetery;
 - 2) wilfully and unlawfully disturb persons assembled for the purpose of burying a body in a cemetery;
 - 3) play at any game or sport in a cemetery;
 - 4) commit a nuisance in a cemetery;
 - 5) be allowed to bring dogs or other animals into the cemetery; or,
 - 6) ride a bicycle on the grounds.
- Any person who contravenes the cemetery rules shall be held liable for the damages done and committed to pay all damages occasioned by the unlawful act.
- m) Children under 12 years of age are to be accompanied by a responsible adult while on cemetery property.
- n) Owners may improve their lots at any time, providing they comply with the provisions of the Cemetery By-Law, and owners of lots and their families shall be allowed access to the grounds at all times providing they observe the rules which are, or may be, adopted for the regulations of visitors.

There shall be no winter burials from November 1st to April 30th. Remains will be stored in the vault located at the cemetery. Family will be contacted by the CAO/Clerk to arrange for burial in the spring with assistance from the Funeral Director involved in placing the remains in the vault during the winter months.

The Corporation of the Township of Hornepayne

Operating as

Township of Hornepayne Cemetery

68 Front Street Hornepayne, Ontario POM 1Z0

Tel: (807) 868-2020

Website: www.townshipofhornepayne.ca Email: <u>jaremy.hpayne@bellnet.ca</u>

Cemetery Operator Licence # CM - 00056

Person in Charge of Day-to-Day Operations:

Gail Jaremy CAO/Clerk

PRICE LIST

Effective date: January 1, 2022

Unless otherwise specified, prices shown do NOT include applicable HST.

INTERMENT RIGHTS

Interment right prices listed below include a non-refundable contribution to the cemetery's Care and Maintenance Fund.* The prices listed below do <u>not</u> include the opening and closing of the grave, niche or crypt ("interment fee"), memorialization costs (flat marker, upright monument, etc.) and associated installation fees.

In-ground burials Adult or Child Grave\$100		
Niches Columbarium Niche\$410		
*Care and Maintenance Fund Contribution:		
As required under the <i>Funeral, Burial and Cremation Services Act,</i> 2002 and Ontario Regulation 30/11, the amounts below will be contributed to an irrevocable trust fund known as the Care and Maintenance Fund/Account. Income (interest) from this fund is used to cover care and maintenance expenses of the cemetery in perpetuity.		
For one in-ground grave, 2.23m²/24ft² or larger\$290 Columbarium Niche\$165		
CEMETERY SERVICES		
Interment Fees (opening and closing of grave)		

Interment of an adult or child at standard depth\$225

MONUMENTS AND MARKERS

Care and Maintenance Fund Contribution:

As required under the *Funeral, Burial and Cremation Services Act,* 2002, the following amounts must be paid to the cemetery operator before a marker is installed. After each marker installation, the amount will be contributed to an irrevocable trust fund known as the Care and Maintenance Fund. Interest from the fund will be used to cover expenses for the care and maintenance of markers and monuments in perpetuity.

For flat markers measuring less than 1,116.13cm ² / 173in ² \$0
For flat markers measuring 1,116.13cm ² / 173in ² or larger\$100
For upright monuments 1.22m / 4ft or less in height and 1.22m / 4ft or less in length,
including base\$200
For upright monuments more than 1.22m / 4ft in height and 1.22m / 4ft, including base\$400

PAYMENT, FINANCING & FUNDING

For services at time of death:

Payment is due prior to services being provided and upon signing of contract. Payment may be made by cash, cheque, debit, and most major credit cards.

Financial assistance for burial and cremation services is available through various governmental agencies, to those who qualify.

Pre-payment in advance of need:

For services that are being arranged pre-need, you may pay for the services at today's price, and we will place your money in a trust account, where it will accrue interest until the prepaid contract is fulfilled (when the services are delivered). Pre-payment can be made by cash, cheque or credit. Funds are held in the purchaser's name.

SCHEDULE "C" to By-Law No. 1909

Township of Hornepayne 68 Front Street

68 Front Street Hornepayne, Ontario P0M 1Z0

Tel: (807) 868-2020 Website: www.townshipofhornepayne.ca Email: jaremy.hpayne@bellnet.ca

Cemetery Burial Order

Date:				
Name of Deceased: Last address:				
Age:	Date of Birth:		Place of Birth:	
Sex:	Date of Death:			
Name of nearest rela	ative:			-
Address of nearest r	elative:			= 2
				-
Funeral Director:	-			_
Medical Attendant:	747 7			_
Clergyman:				_
Burial Information su	upplied and ordered	by:		_
Address:	<u> </u>			_
				-
Lot Assigned:	v <u></u>			_
Date of Burial:	·			
•	•		reby authorized to permit the Township of Hornepayne	

Signature CAO/Clerk or Designate

SCHEDULE "D" to By-Law No. 1909

Township of Hornepayne 68 Front Street

68 Front Street
Hornepayne, Ontario
P0M 1Z0

Tel: (807) 868-2020

Website: www.townshipofhornepayne.ca Email: jaremy.hpayne@bellnet.ca

Cemetery Contract

Date of Purchase:			
Contract Number:			
Purchaser:		Recipient:	
Name:		Name:	
Address:		Address:	
Postal Code:	_	Postal Code:	
Date of Birth:		Date of Birth:	
Place of Birth:			
Purchaser and the Corpo	ration of the Towi	ghts or Cemetery Services is between the nship of Hornepayne concerning interment rights s identified in this Contract.	
charged with the respons services specified in this	ibility for the Reci Contract. This Co	ent) represents being legally authorized or pient's interment rights and prepaid cemetery intract will be enforceable to the benefit of and be espective heirs, executors, administrators,	
Pre-Need		At -Need	
Land Niche Care and Maintenance Monument Care Fund Open & Close	\$ \$ \$ \$	Lot Number:	
Repurchase Price Other HST TOTAL	\$ \$ \$	Niche Number:	

Contract Terms and Conditions:

1) The Purchaser may only cancel a contract for interment rights or cemetery services upon written notice of cancellation to the CAO/Clerk in accordance with the Funeral, Burial and Cremation Services Act and the terms and conditions sit out herein.

- 2) The repurchase of Interment Rights at the request of the Purchaser past the 30 days from execution shall be less the care and maintenance fee.
- 3) Sale of Interment Rights is not permitted by the Purchaser.
- 4) Interment Rights must be paid in full prior to issue of Interment Rights Certificate.

Personal Information

The Purchaser acknowledges and provides consent to permit the Township to collect, use and disclose personal information in accordance with the requirements under the Funeral, Burial and Cremation Services Act and the regulations made thereunder for information within the cemetery public register. The Purchaser also understands that the Township does not rent or sell personal information to third party organizations.

All information provided by the Purchaser to the Township shall be held, retained, disclosed,

All information provided by the Purchaser to the Township shall be held, retained, disclosed and destroyed, as the case may be, in accordance with the provisions of the Municipal Freedom of Information and Protection and Privacy Act.

Consumer Information and Cemetery Price List:

By initialling below, the Purchaser acknowledges Government's Consumer Information Guide and entering into this Contract.	
I hereby acknowledge that I have been of Government's Consumer Information Guide and	ffered and/or received a copy of the Ontario the Cemetery Price List.
I have reviewed the terms and conditions of the Interment Rights and Cemetery Services as spectorrect. I direct the Township to proceed with the in the Contract in accordance with the Cemetery hereinafter in force	cified in this Contract are complete and sale of the interment right(s) as identified
I hereby acknowledge that I have receive Law.	d and reviewed a copy of the Cemetery By-
I acknowledge having received a copy of responsibility for payment of the total Contract preferms and conditions of the Contract.	
The Contract date set out below is the date on w Township.	hich this Contract is accepted by the
Purchaser:	Date:
Purchaser:	Date:
Accepted on behalf of the Corporation of the Township of Hornepayne	
Name:	
Signature:	

SCHEDULE "E" to By-Law No. 1909

Township of Hornepayne

68 Front Street Hornepayne, Ontario P0M 1Z0 Tel: (807) 868-2020

Website: www.townshipofhornepayne.ca Email: jaremy.hpayne@bellnet.ca

Certificate of Interment Rights

Certificate No.:		
Date of Purchase:		
Contract No.:		
Pursuant to the Funeral, Bur and all amendments thereto		remation Services Act, 2002 and Regulations
Name of Rights Holder		Name of Rights Holder
4		
Full Address		Full Address
Interment Rights Price:	\$	i i
Care and Maintenance:	\$	
HST (13%)	_	
TOTAL	\$	
Lot No.:		- s
Niche No.:		_

The Purchaser, by acceptance of this Certificate, indicates that the Cemetery By-Law of the Corporation of the Township of Hornepayne governing the operation of the Hornepayne Cemetery has been received and read, and agrees to be guided by the said by-law as well as the provisions of the Funeral, Burial and Cremation Services Act, 2002 as if these were included as part of this Certificate.

Private transfer or resale of the above listed interment rights is not permitted.

With respect of the erection or installation of monuments or markers, the Purchaser agrees to abide by the terms of the cemetery by-law and the Funeral, Burial and Cremation Services Act, 2002, wherein restrictions on the erection or installation of markers are given.

The Purchaser acknowledges and provides consent to permit the Corporation of the Township of Hornepayne to collect, use and disclose your personal information in accordance with the requirements under the Funeral, Burial and Cremation Services Act and any regulations thereto for information within the cemetery public register. The Purchaser also understands that the Corporation of the Township of Hornepayne does not rent or sell personal information to third party organizations.

This Interment Rights Certificate conveys only the right of interment and the right to install a marker or vault. No other right of title or interest is conveyed.

The Township has affixed its signature	
by the hands of its proper signing officer	
this, 2,	
CAO/Clerk or Designate	
Resale Endorsement	
Part 1- Interment Rights Holder(s)' End	dorsement of Sale
I/We the Interment Rights Certificate Hole hereby wish to sell the Interment Rights & Hornepayne	der registered on the cemetery records, back to the Corporation of the Township of
in the l	Township of Hornepayne Cemetery.
Interment Rights location	
Township of Hornepayne in accordance	being sold back to the Corporation of the with the Funeral, Burial and Cremation and the Cemetery By-Law as amended from
Interment Rights Holder(s)	Date
Interment Rights Holder(s)	Date
Part 2- Cemetery Operator Acknowled	gement and Acceptance
to the Interment Rights Holder will be pai	een returned to the Township and re-payment id within the next 30 days, conditions as out g care and maintenance fees will be followed
CAO/Clerk or Designate	Date