

**CORPORATION OF THE TOWNSHIP OF MCKELLAR**

**BY-LAW NO. 08-16**

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Being a By-law to provide for the maintenance, management, regulation, and control of all cemeteries owned by the Township of McKellar and to repeal By-law No. 92-28 and By-law No. 98-2

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**WHEREAS** pursuant to Section 50(2) of the Cemeteries Act, R.S.O. 1990, Chapter C.4 (Revised) an Owner of a cemetery may make by-laws affecting the operation of the cemetery;

**AND WHEREAS** the Corporation of the Township of McKellar is the Owner of cemeteries;

**AND WHEREAS** it is deemed desirable to repeal By-law No. 92-28 and By-law No. 98-2;

**NOW THEREFORE** the Council of the Corporation of the Township of McKellar hereby enacts as follows:

1. That the regulations attached hereto as Schedule "A" and the attached Schedules "B", "C", "D", "E", and "F" form part of this by-law.
2. That By-law No. 92-28 and By-law No. 98-2 are hereby repealed upon approval of this by-law by the Registrar.
3. That this by-law shall not come into force and effect until approved by the Registrar.

**READ a FIRST and SECOND** time this 21st day of July, 2008.

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"original signed by David Moore, Reeve"

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"original signed by Shawn Boggs, Clerk"

**READ a THIRD** time and **PASSED** in **OPEN COUNCIL** this 21st day of July, 2008.

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"original signed by David Moore, Reeve"

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"original signed by Shawn Boggs, Clerk"

**Schedule “A” to By-law 08-16**  
**Regulations for the governing of cemeteries owned by the**  
**Corporation of the Township of McKellar**

**1.0 DEFINITIONS**

“**burial lot**” shall mean an area of land containing or set aside to contain human remains as shown in the original plans or maps of the cemeteries on file with the Township of McKellar Cemetery Committee;

“**by-laws**” shall mean the rules under which the Township of McKellar Cemetery Committee operates;

“**cemetery**” shall mean lands set aside and approved for the interment of human remains as listed in Schedule “B” to this by-law;

“**Cemeteries Act**” shall mean Chapter C.4 of the Revised Statutes of Ontario 1990 as amended and the regulations thereunder;

“**certificate of interment rights**” shall mean the certificate issued by the Corporation of the Township of McKellar Cemetery Committee to the purchaser of Interment Rights in either a burial lot or plot;

“**committee**” shall mean the Corporation of the Township of McKellar Cemetery Committee as appointed by the Council for the Township of McKellar;

“**contract**” shall mean the document shown as Schedule “D” to this by-law;

“**council**” shall mean the Council of the Corporation of the Township of McKellar;

“**information record**” shall mean the document shown as “Schedule E” to this by-law;

“**interment rights**” shall mean the right to require or direct the interment of human remains in any particular burial lot”;

“**interment rights holder**” shall mean a person with interment rights with respect to a burial lot and includes a purchaser of interment rights under the *Cemeteries Act*;

“**marker**” shall mean any monument, tombstone, headstone, or other ornament affixed to any burial lot or other structure intended for the deposit of human remains;

“**municipality**” shall mean the Corporation of the Township of McKellar;

“**owner**” shall mean the Corporation of the Township of McKellar;

“**plot**” shall mean a parcel of land containing two or more burial lots to which the rights to inter have been sold as a unit;

“**resident**” shall mean any person who at the time of death or purchase of a cemetery burial lot or plot: (i) resides in the Township; (ii) is the owner or tenant of land in the Township or the spouse of such a person; (iii) is a former resident receiving chronic health care in another municipality.

“**secretary-treasurer**” shall mean the secretary-treasurer of the Committee appointed by the Council of the Municipality;

“**tariff of rates**” shall mean the price list for the Corporation of the Township of McKellar Cemeteries section;

“**township**” shall mean the Corporation of the Township of McKellar.

## **2.0 ADMINISTRATION**

- 2.1** The management and control of all Township of McKellar cemeteries as set out in Schedule “B”, shall be governed by a Committee and a Secretary-Treasurer appointed by the Council of the Township of McKellar for the four year term of Council, and such committee shall be known as the Township of McKellar Cemetery Committee.
- 2.2** It shall be the duty of the Committee and they shall have the authority to:
  - (a) elect a Chairperson from amongst its members;
  - (b) appoint a Secretary-Treasurer [from Township Office staff]
- 2.3** It shall be the duty of the Secretary-Treasurer to keep accurate and up to date records of all matters pertaining to cemeteries as required by Provincial regulations, to attend meetings as required by the Committee, and perform all clerical work connected with the management of cemeteries and such other duties as may be assigned by the Committee.
- 2.4** It shall be the duty of the Committee to assign to the Public Works Department the responsibility for all grounds-keeping duties as determined by the Committee.
- 2.5** The Committee shall have the power to establish prices for Interment Rights as set out in the Tariff of rates as per the attached Schedule “C” and filed with the Registrar. All prices shall include the applicable portion for deposit to the cemeteries’ Care and Maintenance fund.
- 2.6** All monies received for the care and maintenance of burial lots shall be placed in a trust fund with the Public Trustee and such account shall be known as the “Cemetery Care and Maintenance Fund” referred to in this by-law as the “Care and Maintenance Fund”.
- 2.7** Interment Rights shall be sold only by the Administrative/Treasury Assistant or the Treasurer/Tax Collector/Deputy Clerk of the Corporation of the Township of McKellar.
- 2.8** The Township of McKellar shall provide to each Interment Rights (Burial Lot) Holder at the time of sale:
  - a) a copy of contract of Interment Rights
  - b) a copy of Cemetery By-laws
  - c) upon payment in full, a certificate of Interment Rights showing burial lot number, location, dimensions, amount paid for Care and Maintenance and any other information required by the Cemeteries Act or Regulations thereunder.

## **3.0 RULES FOR CERTIFICATE OF INTERMENT RIGHTS HOLDERS**

- 3.1** Interment Rights Holders shall provide timely written advisement to the Cemetery Committee of any change of mailing address or other circumstances pertaining to the Interment Rights.
- 3.2** No person other than the Public Works Department shall remove any sod or in any other way change the surface of any burial lot in the cemeteries.
- 3.3** No work other than the erection of monuments or placement of markers shall be done by any person other than the Public Works Department or the Interment Rights Holder in person without the approval of the Public Works Superintendent or Designate.
- 3.4** No trees or shrubs shall be planted on any burial lot and the Cemetery Committee shall have the right to remove same.
- 3.5** Borders, fences or railings shall be prohibited on any burial lot.

- 3.6 No Interment Rights Holder or other person shall cause any object such as benches, flower urns, trellises, artificial flowers, wood or metal stands or other objects including glass objects that will interfere with the workings of the mowers, etc. to be placed on a burial lot.
- 3.7 No marker or monument shall be placed within any Township of McKellar cemetery until the prescribed amount, as set out in the attached Schedule “C” Tariff of Rates, has been paid in full to the Cemetery Committee for deposit to the Monument Care and Maintenance Fund.

**4.0 SALE OF INTERMENT RIGHTS**

- 4.1 Purchasers of Interment Rights acquire only the right and privilege of burial of the dead and of constructing monuments, or markers, subject to the rules and regulations in force and approved by the Ministry of Small Business and Consumer Services.
- 4.2 No interment shall be made without the written permission of the Interment Rights Holder or his/her authorized representative.
- 4.3 An Interment Rights certificate and a copy of crematorium certificate must accompany each interment of cremated remains.
- 4.4 The Secretary-Treasurer of the Cemetery Committee or the Treasurer/Tax Collector/Deputy Clerk of the Corporation of the Township of McKellar, on payment of the sale price of Interment Rights, shall issue a Certificate of Interment Rights upon which shall be affixed the Township’s Corporate seal. Such Certificate shall be as set out in Schedule “F”
- 4.5 Each purchaser of an Interment Rights shall abide by all the existing rules of the cemeteries and any rules and regulations which may hereafter be enacted by the Township and approved by the Registrar.
- 4.6 No Interment Rights Holder shall sell a burial lot or plot.
- 4.7 Each Interment Rights Holder may apply in writing to the Township to have his/her rights repurchased at any time before they are used. The Township, upon receiving this notice, will repurchase the Interment Rights within thirty (30) days after receiving the request. The repurchase price of the Interment Rights shall be the amount paid by the purchaser for the rights less the amount the Owner paid into the Care and Maintenance fund or such other amount as established by the *Cemeteries Act* from time to time.
- 4.8 If the Township cannot determine the amount paid by the purchaser for the Interment Rights, the repurchase price shall be fifty (\$50.00) dollars.
- 4.9 Contracts for purchase of Interment Rights must be signed and paid in full prior to the issuance by the Township of a Certificate of Interment Rights.

**5.0 TRANSFER OF INTERMENT RIGHTS**

- 5.1 A Certificate of Interment Rights cannot be transferred and must be returned to the Township who will issue a new certificate. Any Interment Rights Holder who wishes to transfer the certificate of Interment Rights of his/her burial lot or plot, shall provide the Secretary-Treasurer with the name and address of the party to whom the transfer shall be made, together with proof of ownership or authority for transfer and shall pay a sum as set forth in Schedule “C” for this service.

**6.0 INTERMENT OR DISINTERMENT**

- 6.1 Notice of any interments and/or disinterments shall be given to the Cemetery Committee at least forty-eight (48) hours before interment and/or disinterment is to

take place. No interment and/or disinterment shall be approved by the Township without satisfactory proof of Interment Rights being first produced.

- 6.2 All interments and/or disinterments shall be done under the supervision of the Public Works Superintendent or Designate.
- 6.3 No disinterment shall be made without the notification of the proper Medical Officer of Health and the prior written authorization from the interment rights holder.
- 6.4 The Municipality assumes no responsibility for damages should a burial lot be opened in the wrong location because of wrong or insufficient information and any expense in connection with an error of this kind shall be paid by the parties ordering the interment.
- 6.5 The Township may refuse any interment in any burial lot against which unpaid charges appear.
- 6.6 Interments and/or disinterments will take place only if weather conditions permit and with the approval of the Public Works Superintendent or Designate.
- 6.7 At funerals, the hearse and other vehicles proceeding into a cemetery shall be driven only on the main roads or where directed by the Public Works Superintendent or Designate.
- 6.8 The Township limits its responsibility to the certificate of Interment Rights Holder for lots that may unknowingly contain burials or cremations to that of transferring a replacement lot to the Certificate of Interment Rights Holder within the same cemetery.
- 6.9 No more than one upright monument shall be permitted on any one burial lot. No more than one casket and two cremations or four cremations shall be permitted on any one burial lot. Monuments must be located at the head of each burial lot.
- 6.10 In the event any monument becomes unsafe, the Committee shall have the power to repair or remove same after due notice has been given to the Interment Rights Holder.

## **7.0 CARE OF BURIAL LOTS**

- 7.1 The Public Works Department shall have access to any cemetery burial lot in order to perform grounds-keeping duties or effect repairs.

## **8.0 RULES FOR VISITORS**

- 8.1 Children under twelve (12) years of age must be accompanied by an adult who shall remain in close contact with them and shall be responsible for their actions.
- 8.2 All visitors shall conduct themselves in a quiet, orderly manner and shall not disturb any service being held, by noise or other disturbances.
- 8.3 Visitors shall travel through the cemeteries by way of the roads and paths only and shall not walk or drive over the burial lots of others.
- 8.4 No person shall pick any flower or disturb any tree, shrub or plant within the cemeteries and shall not deface any monument, fence or other structure in or belonging to the cemeteries.
- 8.5 No person shall remove any flower or plant container or other object from a cemetery burial lot without receiving permission from the Public Works Superintendent or Designate to do so.
- 8.6 No person shall carry or discharge firearms within the cemeteries' grounds except where used for the firing of volleys at a burial.

- 8.7 No animals shall be allowed in the cemeteries, except a leading dog.
- 8.8 No person shall use the cemeteries for the purpose of a picnic, party or other large assembly.
- 8.9 The cemeteries may be visited each day from sunrise to sunset. Gates must be kept closed at all times except during a burial service.
- 8.10 Any complaints by interment rights owners should be made at the Municipal Office. Controversies with workers or others on the grounds are to be avoided.
- 8.11 No vehicles, other than those involved in a burial service, including off road vehicles such as dirt bikes, all terrain vehicles and snowmobiles, are permitted in the cemeteries.

## **9.0 RULES FOR MONUMENT DEALERS, CONTRACTORS AND SUPPLIERS**

- 9.1 No contractor shall enter any cemetery without the prior consent of the Public Works Superintendent or Designate. All contractors must provide proof of Worker's Compensation and liability insurance.
- 9.2 All work shall cease in the immediate area of a funeral service.
- 9.3 No trucks or heavy equipment shall be allowed on cemetery property when roads are soft or in unfit condition.
- 9.4 Foundations for all monuments shall be subject to the approval of the Public Works Superintendent or Designate and shall be of concrete construction at least five (5) feet below the surface of the ground and shall be one foot wider at the base than at the top.
- 9.5 All upright monuments shall either be pinned or dowelled or set in such a manner as to resist a horizontal push of 50 lbs. on monuments less than four feet high or 100 lbs. on those monuments over four feet high. Pins or dowels shall be of non-corrosive material and all sealants shall be weather resistant.
- 9.6 Monument dealers, contractors and suppliers shall remove all implements or materials used in doing any work within the cemeteries without delay and if this is not done, the Public Works Superintendent or Designate may remove same.
- 9.7 The Municipality shall not be responsible for loss or damage to any portable articles left upon any burial lot.
- 9.8 Monument dealers, contractors and suppliers shall lay planks on the burial lots and paths over which heavy materials are to be moved, in order to protect the surface from injury or damage.
- 9.9 Any monument dealer, contractor or supplier who damages any burial lot, monument, marker, or other structure or otherwise does any injury in the cemeteries shall be personally responsible for such damage or injury.

## **10.0 MISCELLANEOUS**

- 10.1 Anyone found contravening any provision of this by-law shall be guilty of an offence and shall be liable upon conviction to a penalty not exceeding five thousand (\$5,000) dollars, exclusive of costs, under the Provincial Offences Act.
- 10.2 Nothing in this By-law or its amendments shall be in contravention of the Cemeteries Act (Revised), R.S.O. 1990, Chapter C.4.
- 10.3 By-law No. 92-28 and By-law No. 98-2 and all by-laws contrary hereto or inconsistent herewith be and the same are hereby repealed.
- 10.4 This by-law shall come into force and take effect upon approval of the Registrar as appointed under the Cemeteries Act (Revised), R.S.O. 1990, Chapter C.4.

**BY-LAW NO. 08-16**

**SCHEDULE "B"**

ACTIVE CEMETERIES

- i) Lakeview, Part of Lot 22, Concession XII
- ii) Hurdville, Part of Lot 35, Concession IV
- iii) St. Stephen's, Part of Lot 16, Concession IV

INACTIVE CEMETERIES

- i) United Church
- ii) Thompson
- iii) Chisholm
- iv) Hemlock

**BY-LAW NO. 08-16**

**SCHEDULE "C"**

**TARIFF OF RATES**

<u>RATEPAYER</u>		<u>NON RATEPAYER</u>	
Single Lot	\$150.00		\$330.00
Care & Maintenance	<u>\$150.00</u>		<u>\$220.00</u>
	Total \$300.00	Total	\$550.00
Ontario License Fee	\$ 10.00		\$ 10.00
Transfer Fee	\$ 20.00		\$ 20.00
Staking/Marking Fee	\$ 50.00		\$ 50.00

Contribution to Care and Maintenance for Marker Installation

Trust fund:	Flat marker over 172 square inches	\$ 50.00
	Upright monument up to 4 feet in height or width	\$ 100.00
	Upright monument over 4 feet in height or width	\$ 200.00



**SCHEDULE "D" CONTRACT**

**P.O. BOX 69 MCKELLAR, ONTARIO POG 1C0 (705) 389-2842**

**MCKELLAR CEMETERY COMMITTEE**

**CONTRACT FOR PURCHASE OF INTERMENT RIGHTS  
OR CEMETERY SUPPLIES OR SERVICES**

**IN \_\_\_\_\_ CEMETERY**

**OPERATED BY THE MCKELLAR CEMETERY COMMITTEE ON BEHALF OF THE  
CORPORATION OF THE TOWNSHIP OF MCKELLAR**

**RIGHTS TO:** \_\_\_\_\_  
Name Address Phone

**DATE:** \_\_\_\_\_ **PRE NEED:** \_\_\_\_\_ **AT NEED:** \_\_\_\_\_

**DECEASED:** \_\_\_\_\_ **DATE OF DEATH:** \_\_\_\_\_

**PLACE OF DEATH:** \_\_\_\_\_

**RANGE:** \_\_\_\_\_ **LOT:** \_\_\_\_\_ **GRAVE:** \_\_\_\_\_

**FUNERAL DIRECTOR/TRANSFER SERVICE:** \_\_\_\_\_

**INTERMENT RIGHTS & SERVICES/SUPPLIES**

**LAND:** \_\_\_\_ SPACES @ \$ \_\_\_\_\_ \$ \_\_\_\_\_

**REPURCHASE PRICE** \$ \_\_\_\_\_

**AMOUNT TO CARE AND MAINTENANCE** \$ \_\_\_\_\_

**MONUMENT CARE AND MAINTENANCE** \$ \_\_\_\_\_

**TOTAL SALE** \$ \_\_\_\_\_

**ONTARIO LICENSE FEE** \$ \_\_\_\_\_

**TOTAL** \$ \_\_\_\_\_

It is agreed between the parties that this contract is subject to the By-laws of the Corporation of the Township of McKellar, and the purchaser hereby acknowledges receipt of a copy of the Regulations governing Township of McKellar Cemeteries and that the attached "Conditions of Contract" have been read and understood.

**PURCHASED BY:** \_\_\_\_\_

**MCKELLAR CEMETERY COMMITTEE:** \_\_\_\_\_

## CONDITIONS OF CONTRACT

The Corporation of the Township of McKellar, operating through the McKellar Cemetery Committee agrees with the Purchaser as follows:

### THE FOLLOWING TRUSTING PROVISIONS ARE IN EFFECT:

1. Lot: 40% of lots prices or \$150.00 whichever is greater.
  
2. CONTRIBUTION TO CARE AND MAINTENANCE FOR MARKER INSTALLATION:

Trust funds:	Flat marker over 172 square inches	\$ 50.00
	Upright monument up to 4 ft. in height or width	\$100.00
	Upright monument over 4 ft. in height or width	\$200.00
  
3. A CONTRACT FOR THE PURCHASE OF INTERMENT RIGHTS INCLUDES:
  - (a) The right of purchaser, by written demand, to request the owner repurchase the rights at any time before they are used;
  - (b) The repurchase price of Interment Rights shall be determined by establishing the amount paid by purchaser for the rights less the amount the owner paid into the Care and Maintenance Fund, or the predecessor of such a fund, in respect of the Interment Rights;
  - (c) In accordance with the By-laws of the Corporation of the Township of McKellar, the following restrictions on the exercise of Interment Rights apply:  
One committal and Two cremations per grave or Four cremations per grave
  - (d) In exercising the Interment Rights contracted herein, the following documents are required:  
Interment Order, Burial Certificate or Cremation Certificate, Certificate of Interment Rights.
  - (e) If the purchaser wishes to transfer an Interment Right, the purchaser shall give notice to the McKellar Cemetery Committee, which shall issue a new certificate of Interment Rights to the transferee.
  - (f) The resale of the Interment Rights by the purchaser is prohibited.
  
4. A CONTRACT FOR THE PURCHASE OF PRE-NEED SERVICES INCLUDES THE FOLLOWING CANCELLATION RIGHTS:
  - (a) The purchaser has the right to cancel the contract within the 30 day period following the day the contract was made.
  - (b) The purchaser's right to cancel survives the 30 day period until such time as the owner provides the cemetery services.
  - (c) The owner shall not provide the cemetery service until the expiry of the 30 day period immediately following the day the contract was made.
  - (d) The purchaser must pay the services fee required under the Cemeteries Act if the right to cancel the contract is exercised more than 30 days after the contract is made. Such a service fee is the lesser of 10 percent of the amount paid by the purchaser for the pre-need services, together with any income earned by the owner on the 10 percent since the purchase or \$200.00.

**SCHEDULE "E" INFORMATION RECORD**

**TOWNSHIP OF MCKELLAR CEMETERY COMMITTEE  
CEMETERY**

LOT OWNER: \_\_\_\_\_

LOT NO. \_\_\_\_\_

ADDRESS: \_\_\_\_\_

RANGE: \_\_\_\_\_

DIMENSIONS OF LOT: \_\_\_\_\_ FT. x \_\_\_\_\_ FT.

GRAVE SIZE: \_\_\_\_\_ FT. x \_\_\_\_\_ FT.

A	B	C	D
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NAME OF DECEASED	DATE OF BURIAL
A _____	_____
B _____	_____
C _____	_____
D _____	_____
E _____	_____
F _____	_____
G _____	_____
H _____	_____

REMARKS:

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**SCHEDULE "F" CERTIFICATE OF INTERMENT RIGHTS HOLDER**

**TOWNSHIP OF MCKELLAR CEMETERY COMMITTEE  
P.O. BOX 69 MCKELLAR, ONTARIO P0G 1C0 (705) 389-2842**

**MCKELLAR CEMETERY COMMITTEE**

**CERTIFICATE OF INTERMENT RIGHTS**

**PURSUANT TO** The Cemeteries Act and Regulations thereto,

**BETWEEN: THE TOWNSHIP OF MCKELLAR**, operating through **THE MCKELLAR CEMETERY COMMITTEE**, having its head office at McKellar, Ontario, hereinafter called "**THE MCKELLAR CEMETERY COMMITTEE**"

**AND** Hereinafter called the "**Purchaser**": \_\_\_\_\_

In consideration of the sum of \$\_\_\_\_\_ receipt of which is hereby acknowledged, and which includes the sum of \$ \_\_\_\_\_ for Care and Maintenance which is deposited with **the** Trustee, **THE MCKELLAR CEMETERY COMMITTEE** agrees to assign to **THE PURCHASER** the Burial or Interment Rights in \_\_\_\_\_ **CEMETERY** as follows:

**RANGE:** \_\_\_\_\_ **LOT NO.** \_\_\_\_\_ **SIZE:** \_\_\_\_\_ **AREA:** \_\_\_\_\_

as shown on the approved plan of \_\_\_\_\_.

**DATE OF PURCHASE:** \_\_\_\_\_

**THE PURCHASER**, by the acceptance of this indenture, indicated that the By-laws governing the operation of the cemetery have been received and read, and agrees to be guided by the said By-laws as well as the provisions of the Cemeteries Act as if these were included as part of this indenture.

**THE PURCHASER** agrees that in the event of transfer of the said Interment Rights, this Certificate cannot be transferred but will be returned to **THE MCKELLAR CEMETERY COMMITTEE** who will issue a new Certificate to the Transferee.

**WITH RESPECT** to the erection or installation or markers, **THE PURCHASER** agrees to abide by the By-laws of the Corporation of the Township of McKellar wherein restrictions on the erection or installation or markers are given.

**IN WITNESS WHEREOF THE MCKELLAR CEMETERY COMMITTEE** has affixed its signature by the hands of its proper signing officers this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**THE MCKELLAR CEMETERY COMMITTEE:**

**Per:** \_\_\_\_\_  
(SEAL) (Signature and Title)