

**THESSALON TOWN AND TOWNSHIP CEMETERY BOARD  
BY-LAW NUMBER 2014-6**

**BEING A BY-LAW** to provide for the maintenance, management and control of the cemeteries under the jurisdiction of Thessalon Town and Township Cemetery Board.

**WHEREAS** Municipalities under the Funeral, Burial, and Cremation Services Act, 2002, S.O. 2002, c. 33, are empowered to establish, regulate and operate cemeteries within their jurisdiction;

**AND WHEREAS** the Thessalon Town and Township Cemetery Board deems it necessary to pass a by-law governing the operation of the four cemeteries operated jointly under the jurisdiction of the Town and Township Cemetery Board, namely:

Little Rapids Cemetery  
Forest Lawn Cemetery  
Maple Ridge Cemetery  
Pine Grove (Kirkwood) Cemetery

**NOW THEREFORE** the Thessalon Town and Township Cemetery Board **ENACTS AS FOLLOWS:**

**SECTION A: DEFINITIONS**

**"ACT"** - shall mean the Funeral, Burial and Cremation Services Act, 2002 (FBCSA)

**"BOARD"** - shall mean the Cemetery Board appointed by the Councils of the Town of Thessalon and the Municipality of Huron Shores.

**"CARETAKER"** - shall mean the person hired by the Board to maintain the cemeteries.

**"CEMETERY"** - shall mean the land set aside for the interment of human remains.

**"CEMETERY SERVICES"** - shall mean the following services in respect of a lot or plot:

- (i) opening and closing of a lot or plot;
- (ii) interring or disintering human remains;
- (iii) providing temporary storage in a storage facility;
- (iv) construction of a foundation for a marker.

**"CLERK"** - shall mean the Clerk of either the Corporation of the Town of Thessalon or Municipality of Huron Shores.

**"CONTRACT"** – shall mean all purchasers of a lot, plots or Niche will receive a copy of the contract they and a cemetery representative have signed detailing the obligations of both parties, and acknowledging receipt and acceptance of the cemetery by-law, a copy of the Consumer Information Guide and the Price List.

**"COUNCILS"** - shall mean the Councils of the Town of Thessalon and Municipality of Huron Shores.

**"CORPORATIONS"** - shall mean the Corporations of the Town of Thessalon and Municipality of Huron Shores

**"INTER"** - shall mean the burial in the cemetery of the body or remains of a human being.

**"INTERMENT RIGHTS"** - shall include the right to require or direct the interment of remains in a plot.

**"LOT"** - shall mean an area of land set aside to contain human remains.

**"PLOT"** - shall mean 2 or more lots in which the rights to inter have been sold together as a unit

**"COLUMBARIUM"** - shall mean a structure designed for the purpose of interring cremated remains in sealed compartments.

**"CREMATED REMAINS"** - shall mean the residue after the cremation of a body and the casket or container in which the body was received.

**"NICHE"** - shall mean a compartment in a columbarium for the interment of cremated remains.

**"CARE AND MAINTENANCE FUND"** - shall mean the requirement under the FBCSA and O.Reg. 30/11 and 184/12 that a prescribed amount or a percentage of the purchase price of all interment rights sold, transferred, assigned or permitted; and prescribed amounts for monuments and markers, is contributed into the care and maintenance fund. Interest earned from this fund is used to provide care and maintenance of lots, plots, markers and monuments at the cemetery.

**"MARKER"**- shall mean any monument, tombstone, plaque, headstone or other structure or ornament affixed to a lot or plot intended for human remains and may be used to indicate the location of a burial.

**"MINISTER"** - shall mean the Minister of Government and Consumer Services for the Province of Ontario.

**"RESIDENT"** - A person, at the time of purchase, whose principal residence is within the boundaries of the Town of Thessalon or the Municipality of Huron Shores.

## SECTION B: GENERAL INFORMATION

### **Office Hours:**

Regular office hours of the Town of Thessalon Municipal Office.

### **By-Law Amendments:**

The cemeteries, namely Forest Lawn, Little Rapids, Pine Grove and Maple Ridge shall be governed by this by-law and all procedures will comply with the FBCSA and O.Reg.30/11 and 184/12, which may be amended periodically.

All by-law amendments must be:

- Published once in a newspaper with general circulation in the locality in which the cemetery is located;
- Conspicuously posted on a sign at the entrance of each cemetery; and
- Delivered to each supplier of markers who has delivered a marker to any of the cemeteries during the previous year, if the by-law amendment pertains to markers or their installation.

All by-laws and by-law amendments are subject to the approval of the Registrar, FBCSA, BAO.

### **Liability:**

The Thessalon Town and Township Cemetery Board or Staff 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, columbarium niche, monument, marker, or other article that has been placed in relation to an interment, save and except for direct loss or damage caused by gross negligence of the Thessalon Town and Township Cemetery Board or Staff.

### **Public Register:**

Provincial Legislation – Section 110 of O.Reg. 30/11 requires all cemeteries to maintain a public register that is available to the public during regular office hours.

**Right to Re-Survey:** The Thessalon Town and Township Cemetery Board has the right at any time to re-survey, enlarge, diminish, re-ploy, change or remove planting, grade, close pathways or roads, alter in shape or size, or otherwise change all or any part of Forest Lawn, Little Rapids, Pine Grove and Maple Ridge Cemetery.

## SECTION C: ADMINISTRATION

1. The business and affairs of the four cemeteries, namely Forest Lawn, Little Rapids, Pine Grove and Maple Ridge, shall be managed and supervised by a Board composed of 7 members, 4 of which shall be appointed by the Town of Thessalon Council and 3 of which shall be appointed by the Municipality of Huron Shores Council.

2. The Councils shall by Resolution/By-law appoint said members to the Board to hold office for the term of Council.
3. The Board shall be responsible for the administration, management, care, maintenance and improvement of the aforesaid cemeteries.
4. The Board shall have the authority to engage and authorize a caretaker or other employee to carry out the duties of the Board.
5. The Board shall be responsible to the Councils of the Town of Thessalon and Municipality of Huron Shores for the execution of their duties.
6. The Council shall have the right to remove any or all members of the Board for failure to carry out their duties or for other just cause.
7. The Board shall elect from their own number, a Chairperson who shall hold office for the term of Council.
8. The Board shall appoint a Secretary/Treasurer who is responsible to the Councils of the Town of Thessalon and the Municipality of Huron Shores for properly recording all matters and acts pertaining to cemeteries as come within their respective jurisdictions.
9. The Board shall render such reports as may be prescribed or as the Councils may require.
10. The Councils have the authority to make final and binding decisions on behalf of the Board.
11. The Board shall meet quarterly or at the call of the chairperson.
12. Four members of the Board shall comprise a quorum and no business shall be transacted unless a quorum is present.

#### SECTION D: FINANCIAL

1. All fees and charges shall be paid as set out in the Cemetery Price List approved by the Thessalon Town and Township Cemetery Board. The Cemetery Price List differentiates between resident and non-resident.
2. Payments for all fees and charges shall be made at the Town of Thessalon Office deposits made forthwith, with a copy forwarded to the Secretary-Treasurer containing a breakdown of items included as well as monthly statements of all transactions.
3. The Secretary-Treasurer shall keep such books, accounts and records as are necessary for properly recording all financial matters pertaining to cemeteries.
4. All revenue belonging or pertaining to cemeteries shall be received by the Secretary-Treasurer or his/her agents.
5. The Secretary-Treasurer shall maintain, invest, and administer the Care and Maintenance Fund in accordance with the provisions and regulations of the Act.
6. The Board shall submit a yearly budget to the Councils setting out operating and capital expenses. Application and use of monies shall be under the control of the Board.
7. It is a requirement under the FBCSA and O.Reg. 30/11 that a prescribed amount or a percentage of the purchase price (excluding tax) of all interment rights sold; and prescribed amounts for monuments and markers is contributed into the care and maintenance fund. Interest earned from this fund is used to provide care and maintenance of lots, plots, markers and monuments at our Cemeteries that we maintain. Contributions to the care and maintenance fund are not refundable except when interment is cancelled within the 30-day cooling off period.
8. The application of donations shall be at the discretion of the Board.

## SECTION E: RESTRICTIONS

1. All persons entering the cemetery shall behave with due decorum.
2. Drivers of vehicles within the Cemeteries shall respect all plots and shall be held responsible for any damage done by said vehicles.
3. Recreational vehicles are not permitted within the Cemeteries.
4. No person shall:
  - (i) Place any fences, railings, curbs or other enclosures around, or anything other than sod (i.e. crushed marble, gravel), on the surface of any lot or plot.
  - (ii) Plant any shrubs or trees without permission of the Board.  
The Board reserves the right to remove any unsightly or neglected shrubs or trees.
  - (iii) Plants or small shrubs only are permitted on graves up to 1 foot around headstones. Articles uncared for are not the responsibility of the cemetery and will be removed at the discretion of the caretaker.
  - (iv) write upon, deface, injure or damage any marker, railings, fence or other structure.
5. Any person who damages any lot, plot, marker, columbarium or any other structure in the cemeteries shall be held personally responsible.
6. The Corporation shall only be responsible for damage to lots, monuments and markers knowingly caused by Cemetery Staff.
7. Remains of animals shall not be placed in any lot or interred or cremated remains placed in the Cemeteries.

## SECTION F: OPERATIONS

1. Lots, plots or niche(s) may be purchased by individuals upon payment in full of the appropriate fees as per Cemetery Price List.
2. The Certificate of Interment Rights for a lot, plot or niches shall show:
  - a) The name and address of the purchaser of the lot, plot or niche(s)
  - b) the location of the lot, plot or niche(s) to be purchased
  - c) the Cemetery that the lot, plot or niche(s) is located in
  - d) the amount of the sale price and date of purchase
  - e) be signed by the purchaser in the presence of a witness
  - d) upon payment in full the Corporation shall prepare, have executed and deliver a Certificate of Interment Rights to the purchaser as set out in this by-law
3. The Transfer of a lot, plot or niches(s) shall convey only those rights set out in Section E (2) of this by-law.
4. Upon receipt of a fully executed Transfer of Ownership, completed by the registered interment rights holder or that person's legal representative, ascertained by production of a notarial copy of the Will or other evidence satisfactory to the Secretary-Treasurer or his/her designate, the Secretary-Treasurer or his/her designate shall immediately cause the transfer to be entered in the register kept for that purpose as aforesaid, and shall issue a new Certificate of Interment Rights.
5. Purchasers of lots or plots acquire only the right of burial of human remains therein, and of installing a marker or monument and such rights shall be subject to the provisions of the Funeral, Burial, and Cremation Services Act and of this by-law as amended from time to time and no purchaser shall acquire any right, title or interest except as for said or pursuant to the Act.
6. A purchaser has the right to cancel an interment contract within thirty (30) days of signing the interment contract, 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.

7. The interment Rights holder is permitted 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 outlined below:
  - 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 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.
  - 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-law and price list.
    3. A written statement of the number of lots that have been used in the plot and the number of lots that remain available.
    4. Any other documentation in the interment rights holder(s) possession relating to the rights.
  - The cemetery operator will require:
    1. A statement signed by the rights holder(s) selling the interment rights acknowledging the sale of the interment rights to the third party purchaser
    2. Confirmation that the person selling the interment rights is the person registered on the cemetery records and that they have the right to resell the interment rights.
    3. Record the date of transfer of the interment rights and the name and address of the third party purchaser(s)
  - 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.
  - Upon completion of the above listed procedures, and upon the issuance of the new interment rights certificate, the third party purchaser or transferee(s) shall be considered the current interment rights holder(s) of the interment rights, and the
  - resale or transfer of the interment rights shall be considered final in accordance with the cemetery by-laws and the FBCSA.

## SECTION G: INTERMENT

1. The Board is empowered to fix and regulate the price for opening and closing of lots, plots and niche(s).
2. No interment shall take place until such time as the lot, plot or niche(s) has been paid for, as well as, the opening and closing fee, in full. Please note: opening and closing fee can only be paid at the time of the opening and closing.
3. Interments shall take place only from April 15<sup>th</sup> to November 15<sup>th</sup>, Monday to Saturday in any given year unless otherwise authorized by the Board. Interments shall not take place on a Sunday in any given year.
4. One interment may be made in one lot, and one (1) cremains at which time no further interments will be allowed.
5. No more than one (1) cremains interment shall be made in each cremation lot and no more than two (2) cremains interments shall be made in any regular lot
6. A maximum of two (2) interments of cremated remains shall be permitted in a niche in a columbarium.

7. Notice of each interment to be made shall be given to the Caretaker or his/her designate at least 24 hours previous thereto except under special circumstances. The Board will not be responsible for having lots prepared for funerals unless such notice is given.
8. The Board reserves the right to select the location of the lot for any indigent burial.
9. A Burial Permit must be filed with the Town Office before any interment will be permitted.
10. Up to two cremains may be placed in one urn, however a Certificate of Cremains will be required for each cremains, as well as the opening and closing fees will apply for each cremains being interred in a cemetery controlled by the Thessalon Town and Township Cemetery Board

## SECTION H: DISINTERMENT

1. No disinterment shall be allowed in any lot, plot or niche(s) unless in accordance with the FBCSA.

## SECTION I: MARKERS

1. The Board reserves the right to determine the size of the markers, their composition, their number and location on each lot or plot.
  - (i) No more than one upright marker shall be erected on one lot.
  - (ii) The minimum thickness of a marker shall be 5 inches at its narrowest point.
  - (iii) Markers shall not exceed 44 inches in height, including foundation (as per Act).
  - (iv) Flat markers on a single lot shall not exceed 24 inches wide by 12 inches deep.
  - (v) Only one flat marker will be permitted on cremains plots with a maximum size to be 24 inches wide by 12 inches deep, installed flush with the ground.
  - (vi) All markers to be granite or bronze

- (vii) No marker shall be allowed to stand on interment space of any lot or plo
2. Any person who damages any lot, plot, marker or any other structure in the Cemeteries shall be held personally responsible.
  3. Upright markers shall be set upon an adequate foundation at least 24 inches deep and must exceed the marker by a minimum of 2 inches on all sides. Foundation shall be 1 inch above the surface of the ground.
  4. No marker shall be erected without the supervision of the Board or its agent.
  5. The Board reserves the right to enter onto any lot or plot to remove any marker or other structure or any inscription not in keeping with the decorum and dignity of the cemetery.
  6. The Board shall not be held responsible for scratches or chips which could occur from regular maintenance.
  7. The Board shall be responsible for the maintenance and repairs of markers and may lay down markers considered unsafe.

## SECTION J: CONTRACTOR/MONUMENT DEALERS

1. Any contract work to be performed within the cemetery requires the written pre-approval of the interment rights holder and the cemetery operator before the work may begin. Pre-approval includes but is not limited to: landscaping, delivery of monuments and markers, inscriptions, designs, drawings, plans and detailed specifications relating to the work, proof of all applicable government approvals and permits, the location of the work to be performed. It is the responsibility of all contractors to report to the cemetery office and provide the necessary approvals before commencing work at any location on the cemetery property.
2. Prior to the start of any said work, contractors must provide proof of
  - WSIB coverage
  - Occupational Health and Safety compliance standards
  - Environmental Protection
  - WHMIS
  - Evidence of liability insurance of not less than 2 million dollars
3. All cemetery by-laws apply to all contractors and all work carried out by contractors within the cemetery grounds.
4. Contractors shall temporarily cease all operations if they are working within 100 metres of a funeral until the conclusion of the service. The cemetery 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 with the cemetery.

5. Contractors, monument dealers and suppliers shall lay wooden planks on the burial lots and paths over which heavy materials are to be moved to protect the surface from damage.

Bylaw 2014-5 is hereby repealed

This bylaw shall come into force and take effect immediately upon the final passing thereof.

**PASSED in open meeting this 3<sup>rd</sup> day of June, 2019**

Linda Stopes  
CHAIRPERSON

Debbie Rydall  
SECRETARY-TREASURER

SEAL