

**The Corporation of the Township of Elizabethtown-Kitley**

**By-law Number No. 15-50**

**A BY-LAW TO ESTABLISH THE MAINTENANCE, MANAGEMENT,  
REGULATION AND CONTROL OF CEMETERIES IN  
THE TOWNSHIP OF ELIZABETHTOWN-KITLEY**

**WHEREAS** the Funeral, Burial and Cremation Services Act, 2002, Ontario Regulation 30/11, authorizes the owner of a cemetery to make by-laws affecting the operation of the cemetery;

**AND WHEREAS** the Act requires that every cemetery owner shall establish a trust fund designated as the "Perpetual Care Fund" for monies received for interment rights.

**NOW THEREFORE** the Municipal Council of the Corporation of the Township of Elizabethtown-Kitley enacts as follows:

1. **Definitions**

For the purpose of this by-law

"Abandoned Cemeteries" means abandoned cemeteries declared by the Minister.

"The Act" shall mean the Funeral, Burial and Cremations Services Act, (Revised), and amendments thereto and shall be read to include the regulations thereof.

"Cemeteries" shall mean Lehigh Cemetery and New Dublin Community Cemetery.

"Cemetery Services" means in respect of a lot:

- (i) Opening and closing of a lot;
- (ii) Interring or disinterring human remains;
- (iii) Construction of a foundation for a marker

"Certificate of Interment Rights" shall mean a document in the form of Schedule "B" Signed on behalf of the Corporation by designated supervisor.

"Corner Posts" shall mean any stone or other land markers set flush with the surface of the ground and used to indicate the location of a lot or plot.

"Corporation" shall mean the Corporation of the Township of Elizabethtown-Kitley.

"Council" shall mean the Municipal Council of the Corporation.

"Fee" shall mean the specific amount of the service in Schedule "A" "Price List" and shall be payable to the treasurer.

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

"Lot" (also known as grave) shall mean any inground burial space intended for the interment of a child, adult or cremated human remains.

standard lot 4 feet x 11 feet  
double lot 8 feet x 11 feet  
triple lot 12 feet x 11 feet

"Plot" shall mean two (2) or more lots in which the rights to inter have been sold as a unit.

"Supervisor" shall mean a person designated by the Corporation to supervise the operation of the cemeteries or their designate.



**2. General Operations**

- (a) Council shall designate a Supervisor whose responsibilities shall include grass cutting, weed control, general care of cemetery grounds including individual lots and/or any other service which may from time to time be required and is considered by Council to be appropriate. It shall also be the Supervisor's responsibility to ensure that all interments are conducted in a decent and orderly manner and that a quiet and good order is at all times maintained in the cemetery; including those employed by others, shall be subject to the direction of the Supervisor.
- (b) The duty assigned agent under the authority of the supervisor shall have exclusive right and obligation to the cemetery services.
- (c) The supervisor is hereby appointed as a Municipal By-Law Enforcement under the provisions of the Police Services Act, Section 15, as amended, for the purpose of enforcing the provisions of this by-law. Any person acting contrary to the provision of the by-law may be ordered by the Supervisor to leave the cemetery immediately and make payment for damages caused or created by their actions.
- (d) No person, except a Police Officer or a municipal employee in performance of their duties, shall be permitted to enter or remain in the cemetery during hours of darkness.
- (e) No person under the age of twelve years shall be permitted to enter or remain in the cemetery except under proper supervision of an adult.
- (f) No person shall
  - (i) willfully destroy, mutilate, deface, injure, or remove any monument, gravestone, or other structure placed in the cemetery;
  - (ii) willfully destroy, cut, break, or injure any tree, shrub, or plant in the cemetery, or willfully destroy or deface any structure or any road, walk, or other works in the cemetery;
  - (iii) play any game or sport in the cemetery;
  - (iv) discharge firearms in the cemetery, except at a military funeral;
  - (v) willfully and unlawfully disturb persons assembled for the purpose of interring human remains in the cemetery;
  - (vi) commit a nuisance in the cemetery; or
  - (vii) bring any animal into the cemetery.
- (g) To ensure neatness and to preserve the beauty of the cemetery, the supervisor of the cemetery shall, if it is necessary or desirable, remove flowers or other mementos and objects placed upon graves and lots.
- (h) No vehicles, including a car, truck, motorcycle, snowmobile or any other recreational vehicle, shall be in the cemetery.
- (i) The Corporation shall take reasonable precautions to protect the property of holders but it assumes no liability or responsibility for the loss of same, or to any marker, or part thereof, or of any article of any type that may be placed on a lot or grave.
- (j) Bodies of any lower animals shall not be placed in the cemetery.

**3. Sale of lots**

- (a) Interment rights (lots) may only be sold by the Corporation of the Township of Elizabethtown-Kitley. When interment rights are purchased, a contract in the form of Schedule "B" shall be completed and signed by the purchaser or a personal representative of the deceased. Upon completion of the contract the owner shall be granted a certificate of interment.

- (b) The certificate of interment rights shall convey to the purchaser the right to inter human remains in the lot purchased and erect a marker or monument thereon. Such rights shall be subject to the provisions of the Funeral, Burial and Cremation Services Act, 2002 (Revised) and this By-Law.
- (c) Payment for the interment rights shall be made to the Corporation of the Township of Elizabethtown-Kitley.
- (d) The Municipality shall provide each (lot) owner at the time of sale with:
  - (i) copy of the contract, attached hereto as Schedule "B" and forming part of this By-law;
  - (ii) copy of the cemetery by-law; and
  - (iii) Certificate of Interment Rights, attached hereto as Schedule "C" and forming part of this By-law (upon full payment).
- (e) Prices for lots shall include the applicable portion for deposit to the Cemetery Care and Maintenance composed of the Perpetual Care Fund.
- (f) The deposit to the Perpetual Care Fund shall be as specified in the regulations made under the Funeral, Burial and Cremation Services Act, 2002 (Revised).

#### 4. **Funeral and Burials**

- (a) No more than one traditional interment and three cremation interments or four cremation interments shall be interred in each individual lot.
- (b) Notice of each interment to be made shall be given to the supervisor or designate 48 hours previous thereto except under extraordinary circumstances.
- (c) All funeral and interments shall be conducted and completed, including restorations of sites, between the hours of 8:00 a.m. and 5:00 p.m. local time on weekdays, and 8:00 a.m. and 3:00 p.m. on Saturdays. No funeral or interment shall be permitted on Sundays, Statutory holidays, or at a time other than stated above unless and until the approval of the Supervisor has been obtained.
- (d) No interment shall be permitted until a properly executed burial permit or cremation certificate is received by the Supervisor.
- (e) Persons ordering rights or interment will be held responsible for charges incurred.
- (f) The funeral party shall be responsible for setting up and taking down lowering devices, grave dressings, and placement of the caskets in the grave.
- (g) If the Interment Rights Holder transfers the Interment Rights herein conferred, the Interment Rights Certificate CANNOT BE TRANSFERRED but must be returned to the Municipality, who will issue a new Certificate to the Transferee or their official representation.
- (h) No shell shall be permitted unless sufficient space to accommodate same is available in the lot.
- (i) All persons carrying out work for Interment Rights Holders must have third party liability insurance for a minimum of \$1,000,000 per accident or occurrence and workers compensation for any employee where applicable.

#### 5. **Markers and Monuments**

- (a) No marker or monument shall be permitted unless there is sufficient space for its placement. The design of all markers or monuments including proposed location be approved by the supervisor prior to arrangements being made for erection.

- (b) All markers shall be flush with the ground. No more than one marker shall be allowed on one grave.
- (c) Payment of a Land and Maintenance rate prescribed in Schedule "A" shall be remitted to the supervisor by the owner or their agent prior to any work on the installation of a marker or monument is undertaken.
- (d) The supervisor may remove any material, litter, or debris, or may repair any damage caused or created in connection with work on a marker or monument and may invoice the persons responsible for same an amount equal to the cost for such removal or repair work by the supervisor.
- (e) All monuments must conform to the following height restrictions:  
 Monuments up to 32 inches high must be at least 6 inches thick  
 Monuments up to 32 inches to 40 inches must be at least 7 inches thick  
 Monuments up to 40 inches to 55 inches must be at least 8 inches thick.
- (f) All monuments taller than 1 foot shall have a 4 foot deep foundation at the owner's expense.
- (g) Flat monuments must be at least 4 inches thick and have a concrete apron around the marker to a depth of 4 inches in order to prevent cracking.
- (f) One footstone with a flat level surface set flush with the ground may be placed at each grave (in addition to the monument). This footstone shall be placed at the end of the grave farthest from the monument.

6. Price List

- (a) Subject to the Funeral, Burial and Cremation Services Act, 2002 (Revised) and regulations stated therein, the Municipality shall adopt a Price List to regulate the fees and charges to be paid by persons purchasing interment rights as shown in Schedule "A" attached hereto and forming part of this by-law.

7. Penalty


- (a) Where a specific penalty is not provided for an offence under the Funeral, Burial and Cremation Services Act, 2002 (Revised), every person who contravenes any provision of this by-law is guilty of an offence and is liable upon conviction to a fine not exceeding \$5000 dollars, exclusive of costs, for each offence, recoverable under the Provincial Offences Act.

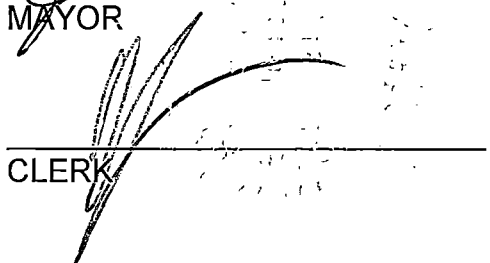
8. Repeals By-law No. 11-17

- (a) By-law No. 11-17 is hereby repealed in its entirety.

Read a First and Second time this 26<sup>th</sup> day of October, 2015.

Read a Third time and finally Passed this 23<sup>rd</sup> day of November, 2015.

  
 \_\_\_\_\_  
 MAYOR

  
 \_\_\_\_\_  
 CLERK

**Schedule "A" to By-law No. 15-50**

**The Corporation of the Township of Elizabethtown-Kitley**

**Price List**

**(As approved by the Registrar of the Funeral, Burial and Cremation Services Act, 2002)**

**Lot Purchases**

Land	\$150
Perpetual Care and Maintenance	\$300
Total	\$450

**Schedule "B" to By-law No. 15-50**

**The Corporation of the Township of Elizabethtown-Kitley**

**Cemetery Contract**

**Cemetery Information**

Name of Cemetery Operator: Corporation of the Township of Elizabethtown-Kitley

Name of Cemetery: \_\_\_\_\_

Mailing Address: 6544 New Dublin Road, RR #2, Addison, Ontario K0E 1A0

**License Information**

Cemetery Operator License #: 3282589-1

**Contract Information**

Contract Reference #: \_\_\_\_\_

Date Contract Issued: \_\_\_\_\_

Contract Negotiated By: \_\_\_\_\_

**Purchaser Information**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Purchaser's relationship to the Recipient: \_\_\_\_\_

**Recipient #1: Information**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Place of Birth: \_\_\_\_\_

**Recipient #2: Information**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Place of Birth: \_\_\_\_\_

*Add more recipients if required.*

**Schedule "C" to By-law No. 15-50**

**The Corporation of the Township of Elizabethtown-Kitley**

***Certificate of Interment Rights***

Certificate Number \_\_\_\_\_

**Pursuant to** the Funeral, Burial and Cremation Services Act, 2002 (Revised) and Regulations and all amendments hereto.

**Between The Corporation of the Township of Elizabethtown-Kitley**  
Head Office at 6544 New Dublin Rd. R.R. 2  
Addison, Ontario K0E 1A0

Hereinafter called the "Cemetery Owner"

**And** \_\_\_\_\_

Hereinafter called the "Purchaser"

In consideration of the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), receipt of which is hereby acknowledged, and which includes the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) for Land and \_\_\_\_\_ dollars (\$ \_\_\_\_\_) for Perpetual Care and Maintenance which is deposited with the Trustee, The Corporation agrees to assign to the purchaser, the burial of interment rights as follows.

**Lehigh Cemetery:**

Lot/Plot \_\_\_\_\_, Section \_\_\_\_\_, Spaces \_\_\_\_\_, Area of \_\_\_\_\_ square feet

Date of Purchase: Day \_\_\_\_\_, /Month \_\_\_\_\_, /Year \_\_\_\_\_

**New Dublin Community Cemetery (Transfer Only)**

Lot/Plot \_\_\_\_\_, Section \_\_\_\_\_, Spaces \_\_\_\_\_, Area of \_\_\_\_\_ square feet

Date of Transfer: Day \_\_\_\_\_, /Month \_\_\_\_\_, /Year \_\_\_\_\_

The purchaser, by the acceptance of this certificate indicates that the By-Laws governing the operation of the cemetery have been received and read, and agrees to be guided by the said By-Law as well as the provision of the *Funeral, Burial and Cremation Services Act, 2002 (Revised)* as if these were included as part of this certificate.

The purchaser agrees that in the event of transfer of said Interment Rights, this Certificate can not be transferred, but will be returned to the Cemetery Owner who will issue a new Certificate to the Transferee.

With respect to the erection or installation of markers, the purchaser agrees to abide by the By-Law of the cemetery, wherein restrictions on the erection or installation of a marker are given, and which the by-law is attached hereto.

**In witness whereof** the Cemetery Owner has affixed its signature by the hand of its proper signing officer this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ and purchaser has affixed his/her signature.

**As Per** \_\_\_\_\_  
The Cemetery Owner Supervisor

**As Per** \_\_\_\_\_  
The Purchaser / Transferee

**Schedule "D" to By-law No. 15-50**

The following cemeteries are maintained by the Corporation of the Township of Elizabethtown-Kitley.

<b>Cemetery Name &amp; Legal Description</b>	<b>Status</b>
Fulford Cemetery Concession 1, PT Lot 28, PT Lot 29 Geographic Elizabethtown	Inactive
Airport Road Cemetery Concession 4, PT Lot 17 Geographic Elizabethtown	Inactive
Glen Buell Cemetery Concession 6, PT Lot 30 Geographic Elizabethtown	Inactive
Blanchard Cemetery Concession 9; PT Lot 25 Geographic Elizabethtown	Inactive
Bolton's Cemetery Concession 10, PT Lot 4 Geographic Elizabethtown	Inactive
Hill Cemetery Concession 10, PT Lot 10 Geographic Elizabethtown	Inactive
Bell Cemetery Concession 11, PT Lot 13 Geographic Elizabethtown	Inactive
New Dublin Community Cemetery Concession 6, Lot 20 Geographic Elizabethtown	Active
Lehigh Cemetery Concession 10, PT Lot 22 Geographic Kitley	Active
Cemetery on the Hill Concession 7, PT Lot 21 Geographic Kitley	Active/Closed

