

THE CORPORATION OF THE TOWNSHIP OF HORNEPAYNE

By-Law No. 2003

**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.O. 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 of Hornepayne.

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

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

- Schedule "A" – Township of Hornepayne General Cemetery Regulations
- Schedule "B" – Township of Hornepayne Cemetery Burial Order
- Schedule "C" – Township of Hornepayne Cemetery Contract
- Schedule "D" – Township of Hornepayne Cemetery Certificate of Interment

2. This By-Law comes into force and is effective May 17th, 2023.

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 All previous By-Laws governing the operations of the Township of Hornepayne Cemetery are hereby repealed.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 17th day of May 2023.

Read a third time and finally passed 17th day of May 2023.



Cheryl Fort (Jun 7, 2023 08:57 EDT)

Presiding Officer



Aileen Singh (Jun 14, 2023 08:12 EDT)

Clerk

SCHEDULE "A"
to
By-Law No. 2003

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;
 - 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, 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.

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 Township of Hornepayne's Comprehensive User Fees & Service Charges By-Law, as amended from time to time.
- 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 Township of Hornepayne's Comprehensive User Fees & Service Charges By-Law, as amended from time to time, 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 the Township of Hornepayne's Comprehensive User Fees & Service Charges By-Law, as amended from time to time.
- 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.
- l) 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 marker 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 Township of Hornepayne's Comprehensive User Fees & Service Charges By-Law, as amended from time to time.

- 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.
- 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.
- l) 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 cut stone 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.
- l) 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.

SCHEDULE "B"
to
By-Law No. 2003

Township of Hornepayne

68 Front Street
Hornepayne, Ontario
P0M 1Z0
Tel: (807) 868-2020
Website: www.townshipofhornepayne.ca
Email: cao@hornepayne.ca

Cemetery Burial Order

Date: _____

Name of Deceased: _____

Last address: _____

Age: _____ Date of Birth: _____ Place of Birth: _____

Sex: _____ Date of Death: _____

Name of nearest relative: _____

Address of nearest relative: _____

Funeral Director: _____

Medical Attendant: _____

Clergyman: _____

Burial Information supplied and ordered by: _____

Address: _____

Lot Assigned: _____

Date of Burial: _____

The Corporation of the Township of Hornepayne is hereby authorized to permit the burial of the body of the above-named deceased in the Township of Hornepayne Cemetery.

Signature
CAO/Clerk or Designate

SCHEDULE "C"
to
By-Law No. 2003

Township of Hornepayne

68 Front Street
Hornepayne, Ontario
P0M 1Z0
Tel: (807) 868-2020
Website: www.townshipofhornepayne.ca
Email: cao@hornepayne.ca

Cemetery Contract

Date of Purchase: _____

Contract Number: _____

Purchaser:

Name: _____

Address: _____

Postal Code: _____

Date of Birth: _____

Place of Birth: _____

Recipient:

Name: _____

Address: _____

Postal Code: _____

Date of Birth: _____

Place of Birth: _____

This Contract for Purchase of Interment Rights or Cemetery Services is between the Purchaser and the Corporation of the Township of Hornepayne concerning interment rights or cemetery services for the Recipient(s) as identified in this Contract.

The Purchaser (if different than the Recipient) represents being legally authorized or charged with the responsibility for the Recipient's interment rights and prepaid cemetery services specified in this Contract. This Contract will be enforceable to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

Pre-Need _____

At -Need _____

Land	\$ _____
Niche	\$ _____
Care and Maintenance	\$ _____
Monument Care Fund	\$ _____
Open & Close	\$ _____
Repurchase Price	\$ _____
Other	\$ _____
HST	\$ _____
TOTAL	\$ _____

Lot Number: _____

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 set 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, 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 receiving a copy of the Ontario Government’s Consumer Information Guide and the Cemetery Price List at the time of entering into this Contract.

_____ I hereby acknowledge that I have been offered and/or received a copy of the Ontario Government’s Consumer Information Guide and the Cemetery Price List.

I have reviewed the terms and conditions of the Contract and hereby confirm that the Interment Rights and Cemetery Services as specified in this Contract are complete and correct. I direct the Township to proceed with the sale of the interment right(s) as identified in the Contract in accordance with the Cemetery By-Law which is now or at any time hereinafter in force

_____ I hereby acknowledge that I have received and reviewed a copy of the Cemetery By-Law.

_____ I acknowledge having received a copy of the Contract and will assume full responsibility for payment of the total Contract price to the Township in accordance with the terms and conditions of the Contract.

The Contract date set out below is the date on which this Contract is accepted by the Township.

Purchaser: _____ Date: _____

Purchaser: _____ Date: _____

Accepted on behalf of the
Corporation of the Township of Hornepayne

Name: _____

Signature: _____

SCHEDULE "D"
to
By-Law No. 2003

Township of Hornepayne

68 Front Street
Hornepayne, Ontario
P0M 1Z0
Tel: (807) 868-2020
Website: www.townshipofhornepayne.ca
Email: cao@hornepayne.ca

Certificate of Interment Rights

Certificate No.: _____

Date of Purchase: _____

Contract No.: _____

Pursuant to the Funeral, Burial and Cremation Services Act, 2002 and Regulations and all amendments thereto:

_____ Name of Rights Holder	_____ Name of Rights Holder
_____	_____
_____	_____

_____ Full Address	_____ Full Address
Interment Rights Price: \$	_____
Care and Maintenance: \$	_____
HST (13%) \$	_____
TOTAL \$	_____

Lot No.: _____

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 _____ day of _____, 2____.

CAO/Clerk or Designate

Resale Endorsement

Part 1- Interment Rights Holder(s)' Endorsement of Sale

I/We the Interment Rights Certificate Holder registered on the cemetery records, hereby wish to sell the Interment Rights back to the Corporation of the Township of Hornepayne

_____ in the Township of Hornepayne Cemetery.
Interment Rights location

I/We certify that the Interment Rights are being sold back to the Corporation of the Township of Hornepayne in accordance with the Funeral, Burial and Cremation Services Act and Regulations thereto, and the Cemetery By-Law as amended from time to time.

Interment Rights Holder(s)

Date

Interment Rights Holder(s)

Date

Part 2- Cemetery Operator Acknowledgement and Acceptance

The Corporation of the Township of Hornepayne does hereby confirm that the Interment Rights identified above have been returned to the Township and re-payment to the Interment Rights Holder will be paid within the next 30 days, conditions as outlined in the Cemetery By-Law concerning care and maintenance fees will be followed and a refund at the current price list rate will apply.

CAO/Clerk or Designate

Date