



BY-LAW

2012-145

BEING A BY-LAW TO REGULATE THE RIPLEY CEMETERY

WHEREAS the *Funeral, Burial and Cremation Services Act, 2002* and Ontario Regulation 30/11, section 150(1), provides that the operator of a cemetery may make by-laws governing the operation of the cemetery, and in particular, governing rights, entitlements and restrictions with respect to interment rights;

AND WHEREAS the Township of Huron-Kinloss deems it expedient to enact a by-law to govern the operation of the Ripley Cemetery;

AND WHEREAS the Township of Huron-Kinloss has met the notice requirements outlined in section 151, of O. Reg 30/11 and wishes to submit the regulating by-law to the Registrar of Cemeteries for approval;

NOW THEREFORE, THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF HURON-KINLOSS ENACTS AS FOLLOWS:

1.0 Definitions

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| 1.1 "Burial" | the opening and closing of an in ground lot or plot for the disposition of human remains or cremated human remains; |
| 1.2 "By-laws" | the rules and regulations under which the cemetery operates; |
| 1.3 "Care and Maintenance" | means the share of the purchase price of interment rights and the set amount for marker and monument installations that is contributed to a Care and Maintenance Fund. Interest earned from these funds is used to provide care and maintenance of plots, lots, markers and monuments at the cemetery; |
| 1.4 "Cemetery Operator" | means The Corporation of the Township of Huron-Kinloss; |
| 1.5 "Cemetery" | means the Ripley Cemetery; |
| 1.6 "Clerk" | means the person appointed as the Clerk for The Corporation of the Township of Huron-Kinloss; |

- 1.7 "Contract" for purposes of this by-law, all purchasers of interment rights shall enter into a contract with the Ripley Cemetery detailing obligations of both parties and acceptance of the cemetery by-laws;
- 1.8 "Council" means the Council of The Corporation of the Township of Huron-Kinloss;
- 1.9 "FBCSA" Funeral Burial and Cremation Services Act
- 1.10 "Grave" (also known as lot) means any in ground burial space intended for the interment of a child or adult or cremated human remains;
- 1.11 "Interment" means burial;
- 1.12 "Interment Rights" means the right to direct the interment of human remains or cremated human remains into a grave or lot and direct the associated memorialization;
- 1.13 "Interment Rights Certificate" means the document issued by the cemetery to the interment rights holder, once the purchase price has been paid in full, identifying ownership of the interment rights;
- 1.14 "Lot" means a single grave space;
- 1.15 "Marker" means any permanent memorial structure that is set flush and level with the ground and used to mark the location of a burial lot;
- 1.16 "Mayor" means the Mayor of the Township of Huron-Kinloss;
- 1.17 "Monument" means any permanent memorial structure projecting above the ground installed within the designated space to mark the location of a burial lot;
- 1.18 "Plot" means a parcel of land, sold as a single unit, containing multiple lots;

2.0 General Conduct

- 2.1 The cemetery may be visited each day from sunrise to sunset.
- 2.2 The cemetery reserves full control over the cemetery operations and management of land within the cemetery grounds.
- 2.3 No person may damage, destroy, remove or deface any property within the cemetery.
- 2.4 Dogs and other domestic pets shall be prohibited from the cemetery.
- 2.5 All visitors should conduct themselves in a quiet manner that shall not disturb any service being held.

- 2.6 The cemetery shall be governed by these bylaws, and all procedures will comply with the Funeral Burial & Cremation Services Act, 2002 and Ontario Regulation 30/11, which may be amended periodically.
- 2.7 All by-laws and by-law amendments are subject to the approval of the Registrar, Cemeteries Regulation Unit, and Ministry of Consumer Services.
- 2.8 The cemetery operator 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, monument, marker, or other article that has been placed in relation to an interment.
- 2.9 The cemetery operator shall, in accordance with section 110 of O. Reg 30/11 maintain a public register that is available to the public during regular office hours.
- 2.10 Pets or other animals, including cremated animal remains, are not allowed to be buried on cemetery grounds.
- 2.11 The cemetery 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.
- 2.12 Ripley Cemetery is sacredly devoted to the burial of the deceased and the provisions and penalties of the law will be strictly enforced in all cases of disturbance, wanton injury to property, disregard of the rules or conduct unbecoming to a cemetery.
- 2.13 Visitors shall travel through the cemetery by way of the roads only.
- 2.14 All visitors shall conduct themselves in a quiet, orderly manner and shall not disturb any service being held, by noise or otherwise.
- 2.15 Children under twelve years of age must be accompanied by an adult who shall maintain close contact with them and be responsible for their actions
- 2.16 No picnic party, or other large assembly will be permitted in the grounds other than a funeral or memorial service.
- 2.17 The carrying of firearms or discharging of the same within the cemetery grounds, except where used for the firing at a burial for military funerals is prohibited.
- 2.18 When a society or association desires to hold a memorial service, they shall make application to do so at least fifteen (15) days previous to the desired date, and permission shall be granted at the approval of the Cemetery Operator. The association or society securing this permission shall assume responsibility for any damages done to any property in the cemetery at that time.
- 2.19 The cemetery reserves the right to regulate the articles placed on lots or plots that pose a threat to; the safety of all interment rights holders, visitors to the cemetery and cemetery employees, prevents the cemetery from performing general cemetery operations, or are not in keeping with the respect and dignity of the cemetery.
- 2.20 The cemetery reserves the right to disallow or remove quantities of memorial wreaths or flowers considered to be excessive and that diminishes the otherwise tidy appearance of the cemetery.
- 2.21 The Ripley Cemetery reserves the right to close the roads of the cemetery at any time to vehicular traffic.

- 2.22 The drivers of all vehicles entering the cemetery shall obey the instructions of the cemetery staff, and shall keep to the route allotted to them. They shall not attempt to turn around on any roadway or pass another vehicle and shall not exceed a speed limit of ten miles per hour.
- 2.23 Vehicles forming part of a funeral procession shall take the route allotted to that funeral and move in unison with the funeral director in charge.

3.0 Purchase of Interment Rights

- 3.1 Interment rights to lots for burial purposes shall be sold according to the existing plan of the cemetery and to future plans as new sections are opened, at the scale of prices as set forth in the Township of Huron-Kinloss Consolidated Fee By-Law which shall be subject to changes as set forth by Council and approved by the Registrar of Cemeteries, Ministry of Consumer Services.
- 3.2 The cemetery, on payment of the sale price of interment rights shall issue an Interment Rights certificate and the Clerk and Mayor shall execute the same and cause the seal of the Township of Huron-Kinloss be thereto affixed.
- 3.3 Each purchaser of interment rights shall abide by all rules and regulations of the cemetery.

4.0 Cancellation of Interment Rights

4.1 Cancellation of Interment Rights within 30 Day Cooling - Off Period:

- i. A purchaser has the right to cancel an interment rights contract within thirty (30) days of the interment rights 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.

4.2 Cancellation of Interment Rights after the 30 Day Cooling - Off Period:

- i. Upon receiving written notice from the purchaser of the interment rights, the cemetery operator will cancel the contract and issue a refund to the purchaser **for the amount paid for the interment rights less the appropriate amount that is required to be deposited into the Care and Maintenance Fund**. This refund will be made within thirty (30) days of receiving said notice. If the interment rights certificate has been issued to the interment rights holder(s), the certificate must be returned to the cemetery operator along with the written notice of cancellation.
- ii. 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 or resell the interment rights.

5.0 Care and Maintenance Fund Contributions

- 5.1 As required by sections 166 and 168 of Regulation 30/11, a percentage of the purchase price of all interment rights, and a prescribed amount for monuments and markers is contributed into the care and maintenance fund. Income from this fund is used to provide only general care and maintenance of the cemetery. Contributions to the care and maintenance fund are not refundable except when interment rights are cancelled within the 30 day cooling off period.

6.0 Resale of Interment Rights

- 6.1 Interment rights holders may first offer the interment rights to the cemetery operator. If the cemetery operator does not wish to purchase the interment rights, the interment right may be sold to a third party for 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 as outlined in the cemetery operator's by-laws.
- 6.2 Unless the interment rights have been exercised the purchaser retains the right to cancel the contract or resell the interment rights. Once payment for the interment rights has been made in full, and an interment rights certificate has been issued, the interment rights holder(s), as recorded on the cemetery records, has right to resell the interment rights. Any resale of the interment right shall be in accordance with the requirements of the cemetery by-laws and in keeping with the FBCSA.
- 6.3 If any portion of the interment rights has been exercised, the purchaser, or the interment rights holder(s) are not entitled to resell the interment rights.

7.0 Requirements for Resale of Interment Rights

- 7.1 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.:
- i. an interment rights certificate endorsed by the current rights holder
 - ii. if the resale involves interment rights, a written statement of the number of lots that have been used in the plot and the number of lots that remain available
 - iii. any other documentation in the interment rights holder(s) possession relating to the rights
- 7.2 The third party purchaser will be provided with the following documents by the cemetery operator:
- i. an interment rights certificate endorsed by the current rights holder
 - ii. a copy of the cemetery's current by-laws
 - iii. a copy of the cemetery's current price list

- iv. if the resale involves interment rights, a written statement of the number of lots that have been used in the plot and the number of lots that remain available
- v. any other documentation in the interment rights holder(s) possession relating to the rights

7.3 The cemetery operator will require:

- i. require a statement signed by the rights Holder(s) selling the interment rights acknowledging the sale of the interment rights to the third party purchaser;
- ii. require 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;
- iii. record the date of transfer of the interment rights to the third party;
- iv. the name and address of the third party purchaser(s);
- v. a statement of any money owing to the Cemetery Operator in respect to the Interment Rights;

7.4 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.

7.5 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.

7.6 The cemetery operator may charge an administration fee for the issuance of a duplicate certificate in accordance with the price listed on the cemetery operator's current price list.

7.7 The cemetery operator does not prohibit the resale of an interment rights and may repurchase the interment rights from the rights holder(s) if the cemetery operator so desires and may negotiate a purchase price so long as the seller acknowledges being aware of the cemetery operators current price list amounts for interment rights.

8.0 Exercising Interment Rights

8.1 Interment rights holder(s) must provide written authorization prior to a burial taking place. Should the interment rights holder be deceased, authorization must be provided in writing by the person authorized to act on behalf of the interment rights holder i.e. Personal Representative, Estate Trustee, Executor or next of kin. The Township of Huron-Kinloss as cemetery operator is required by law to insure they only take direction from the existing rights holder, and appropriate legal documentation. Individuals are asked to contact their solicitor to arrange the appropriate documentation.

8.2 No interment shall be made, without satisfactory proof of ownership of the Interment rights being first produced.

- 8.3 No interment shall take place on any lot against which unpaid charges appear.
- 8.4 A burial permit issued by the Registrar General or equivalent document showing that the death has been registered with the province must be provided to the cemetery office prior to a burial taking place. A Certificate of Cremation must be submitted to the cemetery office prior to the burial of cremated remains taking place.
- 8.5 In accordance with the FBCSA the purchaser of interment rights must enter into a cemetery contract, providing such information as may be required by the cemetery operator for the completion of the contract and the public register prior to each burial of human remains.
- 8.6 Payment must be made to the cemetery before a burial can place.
- 8.7 The cemetery shall be given 72 (seventy two) hours of notice for each burial of human remains.
- 8.8 All burials shall be arranged to arrive at the Cemetery not later than 3:00 p.m., in order that burials may be completed within the regular hours of labour.
- 8.9 The opening and closing of graves may only be conducted by cemetery staff or those designated to do work on behalf of the cemetery.
- 8.10 Cremated remains are not permitted to be scattered on a grave.
- 8.11 Human remains may be disinterred from a lot provided that the written consent (authorization) of the interment rights holder has been received by the cemetery operator and the prior notification of the medical officer of health. A certificate from the local medical officer of health must be received at the cemetery office before the removal of casketed human remains may take place. A certificate from the local medical officer of health is not required for the removal of cremated remains.
- 8.12 In special circumstances the removal of human remains may also be ordered by certain public officials without the consent of the interment rights holder and/or next of kin(s).
- 8.13 The number of cremated remain interments per lot shall not exceed four (4) cremated remains interments with a casket. If no casket, then five (5) cremated remains interments will be allowed.
- 8.14 Interments from the 1st of December to the 15th of April will be at the discretion of the cemetery operator.
- 9.0 Markers and Monuments**
- 9.1 No memorial or other structure shall be erected or permitted on a lot until all charges have been paid in full.
- 9.2 Persons ordering grave markers will responsible for charges incurred.
- 9.3 No monument, footstone, marker or memorial of any description shall be placed, moved, altered, or removed without permission from the cemetery operator.
- 9.4 Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered to be normal wear.

- 9.5 The cemetery operator will take reasonable precautions to protect the property of interment rights holders, but it assumes no liability for the loss of, or damage to, any monument, marker, or other structure, or part thereof.
- 9.6 The cemetery operator reserves the right to determine the maximum size of monuments, their number and their location on each lot or plot. They must not be of a size that would interfere with any future interments.
- 9.7 Markers shall not exceed the width of the rights owners' lot on the surface and must be placed level on a foundation with the exception foot stones. The Ripley Cemetery assumes no responsibility unless placed on a standard concrete foundation.
- 9.8 In keeping with the cemetery by-laws only one monument shall be erected within the designated space on any lot. Upright monuments for double lots shall not exceed 4' in height and 4' in width. Upright monuments for single lots shall not exceed 36" in height and 32" in width.
- 9.9 All foundations for monuments and markers shall be built by, or contracted to be built for, the cemetery operator at the expense of the interment rights holder.
- 9.10 Should any monument or marker present a risk to public safety because it has become unstable, the cemetery operator shall do whatever it deems necessary by way of repairing, resetting, or laying down the monument or marker or any other remedy so as to remove the risk.
- 9.11 The cemetery operator reserves the right to remove at its sole discretion any marker, monument, or inscription which is not in keeping with the dignity and decorum of the cemetery.
- 9.12 No monument shall be delivered to the cemetery for installation until the monument foundation has been completed, and the interment rights holder(s) and/or marker retailer have notified the cemetery operator.
- 9.13 Monuments for Interment rights holder(s) to be erected for or by the rights holder(s) shall be set upon adequate bases, with a 2" lip on top of base and a minimum depth of 4' and must not exceed Interment rights holder(s) lot.
- 9.14 The minimum thickness for flat markers including footstones is 4 inches or 10 cm.
- 9.15 All monuments or markers must be of either granite, marble or other natural stone.
- 9.16 No flowerbed, monument, grave marker, inscription, etc., will be allowed on any lot where unpaid charges appear.
- 9.17 No glass containers permitted.
- 9.18 No interment rights holder shall cause any object such as benches, trellises, wood or metal stands or other objects that will interfere with the working of mowers, etc., to be placed on the lot.
- 9.19 A monument or other structure shall be erected only after the specific design plans have been approved by the cemetery operator including: dimensions, material of structure, construction details, and proposed location.

10.0 Contractors and Monument Installations

- 10.1 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:
- i. landscaping,
 - ii. delivery of monuments and markers,
 - iii. inscriptions,
 - iv. designs, drawings, plans and detailed specifications relating to the work,
 - v. proof of all applicable government approvals and permits and;
 - vi. the location of the work to be performed
- 10.2 It is the responsibility of all contractors to report to the cemetery operator and provide the necessary approvals before commencing work at any location on the cemetery property.
- 10.3 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 and agree to comply with Township of Huron-Kinloss Health and Safety Policy.
- 10.4 All cemetery by-laws apply to all contractors and all work carried out by contractors within the cemetery grounds.
- 10.5 Contractors, monument dealers and suppliers shall not enter the cemetery in the evening, weekends or statutory holidays, unless approval has been granted by the cemetery operator.
- 10.6 No work will be performed at the cemetery except during the regular business hours of the cemetery.
- 10.7 Contractors shall temporarily cease all operations until the conclusion of a funeral 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 within the cemetery.
- 10.8 Contractors, monument dealers and suppliers shall lay wooden planks on the burial lots and paths over which heavy materials are to be moved in order to protect the surface from damage.

11.0 Grounds Care and Plantings

- 11.1 A portion of the price of interment rights is trusted into the Care and Maintenance Fund. The income generated from this fund is used to maintain, secure and preserve the cemetery grounds. Services that can be provided through this fund include:
- i. Re - levelling and sodding or seeding of lots,
 - ii. Maintenance of cemetery roads, sewers and water systems,
 - iii. Maintenance of perimeter walls and fences,
 - iv. Maintenance of cemetery landscaping,
 - v. Maintenance of mausoleum and;
 - vi. Repairs and general upkeep of cemetery maintenance buildings and equipment
- 11.2 No person other than cemetery staff shall remove any sod or in any other way change the surface of the burial lot in the cemetery.
- 11.3 No person shall plant trees, flower beds or shrubs in the cemetery except with the approval of the cemetery.

- 11.4 Flowers placed on a grave for a funeral shall be removed by the cemetery staff after a reasonable time to protect the sod and maintain the tidy appearance of the cemetery.
- 11.5 Shrubs, trees, etc., be limited to those varieties not exceeding an ultimate height of three feet and width of two feet natural growth. Any planting must be in line with the stone. Any plantings which exceed these measurements may be removed at the expense of the owner of the lot. If any trees or shrubs situated in any lot shall have, become by means of their roots, or branches, or in any other way, become detrimental to the adjacent lots, or prejudicial to the general appearance of the grounds, the cemetery operator may remove such trees or shrubs, or parts thereof.
- 11.6 No thorn type shrubs, trees, etc, to be planted on any lot. Flower gardens are permitted to a width of 12" in front of headstones on face side only and must be cared for by the owner. All flowers are to be removed by the owner after they have withered otherwise, owners will be billed for the expense of removal.
- 11.7 No enclosures of iron, wire, concrete or other materials shall be permitted on any lot.
- 11.8 Silk or other artificial flowers are recommended for top of monuments. If silk or other artificial flower gardens are placed in front of monuments they are permitted to a width of 12", but must have plastic on ground, and stones, also a 4" edging must be placed around the garden, flush with the ground.
- 11.9 One plant or planter permitted per monument.
- 11.10 No flowerbed, monument, grave marker, inscription, etc., will be allowed on any lot where unpaid charges appear.
- 12.0 This by-law shall come into force and effect on the date of passing.
- 13.0 This by-law shall be subject to approval by the Cemeteries Regulation Unit of the Ministry of Consumer Services and shall contain an endorsement recognizing such.
- 14.0 That By-Law 95-49 and 2000-92 are hereby repealed and replaced with this by-law and any by-law inconsistent with this by-law is hereby rescinded.
- 15.0 This by-law may be cited as the "Ripley Cemetery Regulating By-Law".

READ a FIRST, SECOND and THIRD TIME and FINALLY PASSED this 17th day of December, 2012.

Original Signed by Mitch Twolan
Mayor

Original Signed by Sonya Watson
Clerk