

THE CORPORATION OF THE MUNICIPALITY OF POWASSAN

BY-LAW NO. 2010-~~40~~ 46

Being a By-law to provide for the maintenance, management and control of the Powassan Union Cemetery, St. Joseph's Cemetery and the Trout Creek Union Cemetery in accordance with the Cemeteries Act, R.S.O 1990, C.C.4,

The Council of the Corporation of the Municipality of Powassan enacts as follows:

1. The provisions of any and all By-Laws of the Municipality of Powassan and all amendments thereto pertaining to the Powassan Union Cemetery, St. Joseph's Cemetery and the Trout Creek Union Cemetery are hereby repealed.
2. This By-Law shall be composed of ten (10) Sections, namely:

Section A:	Definitions
Section B:	Administration
Section C:	Financial
Section D:	Restrictions (Rules and Regulations)
Section E:	Operations
Section F:	Interments
Section G:	Disinterments
Section H:	Markers and Monuments
Section I:	Tariffs
Section J:	Forms

SECTION A: DEFINITIONS

"ACT"	Shall mean the Cemeteries Act, R.S.O. 1990, C.C.4.
"BY-LAW"	Shall mean the rules under which the Cemetery is operated. Said By-law shall be approved by both the Council of the Municipality of Powassan and the Cemeteries Branch Registrar.
"CARE AND MAINTENANCE FUND(S)"	Shall mean the trust fund in which all monies received by the Municipality of Powassan for the perpetual care and maintenance of Lots and or Plots and for the perpetual care and maintenance of Markers and Monuments is invested.

DATE OF COUNCIL MTG.	Oct 19-10
AGENDA ITEM #	8.1

“CASKET”	Shall mean the container in which the body or remains of a human being are placed for Interment.
“CEMETERY”	Shall mean the land set aside, as follows: Powassan Union Cemetery – Lot 20, Concession 13, Parcel 17380 NS, District of Parry Sound, Province of Ontario St. Joseph’s Cemetery – Part Lot 21, Concession 12, District of Parry Sound, Province of Ontario Trout Creek Union Cemetery - Lot 28, Concession III, District of Parry Sound, Province of Ontario to be used for the Interment of Human Remains and may include a Columbarium or other structure for the Interment of Human Remains.
“CEMETERY SERVICES”	Shall mean the following services in respect of a Lot and or Plot: i. Opening and closing of a Lot and or Plot; ii. Interring or disinterring of Human Remains; iii. Providing temporary storage in a receiving vault; iv. Construction of a foundation for a Marker or Monument.
“CLERK”	Shall mean the Clerk or his/her designate of the Corporation of the Municipality of Powassan.
“COLUMBARIUM”	Shall mean a structure designed for the purpose of Interring cremated Human Remains in sealed compartments.
“CONTRACT”	Shall mean an agreement made between the Municipality of Powassan and the Interment Rights Holder.
“CORPORATION”	Shall mean the Corporation of the Municipality of Powassan.
“COUNCIL”	Shall mean the Municipal Council of the Corporation of the Municipality of Powassan.
“HUMAN REMAINS”	Shall mean the body or remains of a human being or cremated remains of a human being.
“INTER”	Shall mean the burial or Interment in the Cemetery of the body or remains of a human being.

**“INTERMENT
PERMISSION FORM”**

Shall mean the form to be completed by the Interment Rights Holder to designate, in writing, if another person is to be Interred in their Lot and or Plot.

“INTERMENT RIGHTS”

Shall include the right to require or direct the Interment of Human Remains in a Lot and or Plot.

**“INTERMENT RIGHTS
CERTIFICATE”**

Shall mean the certificate issued to the Interment Rights Holder by the Municipality of Powassan and shall include the name of the Interment Rights Holder, the location and the type of the Lot and or Plot, the date on which the Interment Rights are purchased, the amount paid by the purchaser, the amount deposited into the Care and Maintenance Fund(s) and a statement regarding transfer restrictions of said Interment Rights.

**“INTERMENT RIGHTS
HOLDER”**

Shall mean a person with Interment Rights with respect to a Lot and or Plot. Said Interment Rights Holder shall be listed in the records of the Cemetery.

“LOT”

Shall mean any burial space of sufficient area for an adult and having a minimum size of ten (10) feet (3.05 meters) by four (4) feet (1.19 meters) and shall include an area of land in a Cemetery containing or set aside to contain Human Remains, and includes a niche or compartment in a Columbarium.

“MARKER/MONUMENT”

Shall mean any Monument, tombstone, plaque, headstone, cornerstone or ornament affixed to or intended to be affixed to a burial Lot and or Plot, mausoleum, crypt, Columbarium, niche or other structure or place intended for the deposit of Human Remains. For the purposes of this By-law, an upright Marker shall be understood to mean any permanent memorial projecting more than eight (8) inches (20 cm) about the ground.

“MINISTRY”

Shall mean the Ministry of Consumer and Commercial Relations of the Province of Ontario.

“MUNICIPALITY”

Shall mean the Municipality of Powassan, who is the owner of the Powassan Union Cemetery, St. Joseph’s Cemetery and the Trout Creek Union Cemetery and who provides management and maintenance services to these Cemeteries.

“PLAN”

Shall mean the Plan of the Cemetery approved by the Registrar.

“PLOT”

Shall mean two or more Lots in which Interment Rights have been sold as a unit.

“REGISTRAR”	Shall mean the Registrar appointed under the Cemeteries Act, R.S.O. 1990, C.C.4.
“TARIFF”	Shall mean the Tariff or fees and charges set forth in Section I of this By-Law, as approved by Council and the Registrar.

SECTION B: ADMINISTRATION

1. The business and affairs of the Powassan Union Cemetery, St. Joseph’s Cemetery and the Trout Creek Union Cemetery shall be managed and supervised by the Municipality. The Municipality shall be responsible for the administration, management, care, maintenance and improvement of these Cemeteries.
2. The Municipality shall keep such registers, records, books, maps and electronic files as are necessary for properly recording all acts, Interment Rights Certificates, and matters pertaining to the Cemeteries as come within its jurisdiction, and as may be prescribed.
3. The Municipality shall make or render such reports as may be prescribed or as the Council may require.

SECTION C: FINANCIAL

1. All fees and charges shall be payable in accordance with the Tariff which shall be set by the Council, upon recommendation of the Municipality, subject to the approval of the Registrar.
2. Payments for all fees and charges shall be made at the office of Municipality.
3. The Municipality shall keep such books, accounts and records as are necessary for properly recording and exhibiting all financial matters pertaining to the Cemeteries, as may be prescribed.
4. All revenue and other monies belonging or pertaining to the Cemeteries shall be received by the Municipality.
5. The Municipality shall maintain, invest and administer the Care and Maintenance Fund(s) in accordance with the provisions and regulations of the Act.
6. The revenue derived from the Care and Maintenance Fund(s) shall be applied at the discretion of the Municipality and shall be used for general maintenance and improvement of the Cemeteries. The Municipality shall not be bound to extend the whole or any part of the interest or money earned, including the compounding therefore, but may accumulate and hold or subsequently expend the same or any part thereof, or invest the same or any part thereof.
7. The revenue derived from the portion of the Care and Maintenance Fund(s) pertaining to care of the Markers shall be applied at the discretion of the Municipality and shall be used for general maintenance of Markers. The Municipality shall not be bound to expend the whole or any part of the interest or

money earned, including the compounding thereof, but may accumulate and hold or subsequently expend the same or any part thereof, or invest the same or any part thereof.

8. The Municipality shall have the authority to establish special funds for donations. The application and use of said funds shall be at the discretion of the Municipality. The Municipality shall not be bound to extend the whole or any part of the interest or money earned, including the compounding thereof, but may accumulate and hold or subsequently expend the same or any part thereof, or invest the same or any part thereof.

SECTION D: RESTRICTIONS (RULES AND REGULATIONS)

1. All persons entering the Cemeteries shall behave with due order, decorum and respect.
2. Interment Right Holders shall not permit Interments to be made in their Lot and or Plot for remuneration and shall not sell their Lot and or Plot for remuneration.
3. Vehicles within the Cemeteries shall be driven at a speed not exceeding fifteen (15) kilometres per hour and shall not allow wheels of any vehicles to run on sod. All drivers of any vehicle shall respect all Lot and or Plot as if they were their own. Vehicle owners and drivers shall be held responsible for any damage done by them.
4. Recreational vehicles are not permitted within the Cemeteries.
5. No person under the age of fourteen (14) years of age shall be admitted within the Cemeteries unless attended by an adult who shall be responsible for their conduct.
6. Any flower, plant container or decoration must be placed in a holder which is attached to the top of a Monument, so that it does not interfere with the normal maintenance operations of the Cemeteries.
7. Fresh flowers and smaller pots, or other suitable containers, may be placed on a Monument base to commemorate special occasions, however, the Municipality assumes no responsibility and will remove these and the containers when they become unsightly.
8. No person shall:
 - a. Place any fences, railings or other enclosures around any Lot and or Plot;
 - b. Plant any flowers, plants, shrubs or trees. The Municipality reserves the right to enter onto the Lot and Plot and remove said flowers, plants, shrubs or trees planted thereof.
 - c. Write upon, deface, injure or damage any Marker, railing, fence or other structure, or pick or cut flowers or plants of any kind;
 - d. Have in their possession any firearm within the Cemeteries except in the case of military or police funeral;

- e. Enter into the Cemeteries between one-half hour after sunset and one-half hour before sunrise;
 - f. Allow entry into the Cemeteries of any animal under the Cemetery Act.
9. Commercial vehicles shall not be permitted to enter a Cemetery without the approval and supervision of the Municipality.
 10. All decorations, either real or artificial, upon Lots and or Plots, shall be removed no later than the fifteenth (15th) day of November of each year.
 11. Any person who damages or changes any Lot and or Plot, Marker or other structure, or otherwise does any injury in the Cemeteries shall be personally responsible for such damage or injury.
 12. The Municipality shall not be responsible for loss or damage to any articles left on any Lot and or Plot.
 13. Any person violating any provision of this By-Law shall be deemed to be a trespasser and subject to immediate summary eviction from the Cemeteries, in addition to any and all other penalties provided by law.
 14. No picnic parties shall be permitted on the Cemetery grounds.
 15. Complaints or suggestions by Interment Right Holders and visitors shall be made, in writing, to the Municipality and controversies in the Cemetery are to be avoided.
 16. No Interment rights, transfers or Cemetery services or supplies shall be provided unless all arrears connected with the Lot and or Plot have been paid in full.

SECTION E: OPERATIONS

I SALES

1. Lots or Plots may be purchased by individuals upon payment of the appropriate Tariff rate. At the time of sale the Municipality shall provide the following:
 - a. A copy of the Contract,
 - b. A copy of the Conditions of Contract
 - c. A copy of the Cemetery By-Law
 - d. A copy of the Interment Rights Certificate
2. Purchasers of Lots and or Plots acquire only the rights and privilege of Interment of the dead and of erecting Markers, subject to the provisions of the By-Law.
3. The Interment Rights Certificate shall specify the purchaser of the Interment Rights, the name of the person for whom the Lot is purchased, the type of the Lot and or Plot, the location of the Lot and or Plot,

the date purchased, the amount paid, the amount deposited into the Care and Maintenance Fund(s) and a statement regarding transfer restrictions of said Interment.

4. The Interment Rights Holder must designate in writing, upon the Interment Permission Form, if another person is to be buried in his/her Lot and or Plot.

II CONTRACT

1. The purchaser of the Interment Rights shall be provided with a Contract, at the time the Contract is made which shall indicate:
 - a. The date Interment Rights were purchased,
 - b. The name and address of the purchaser,
 - c. The purchase price including an itemized breakdown of charges and all applicable taxes,
 - d. The portion of the purchase price being set aside for Care and Maintenance,
 - e. The existence of a By-Law that governs the operation of the Cemetery and includes restrictions on Interment Rights in the Cemetery (copy to be provided to the purchaser).

III TRANSFERS

1. Only licensed Cemeteries can sell Interment Rights.

SALE

If an individual wishes to sell or transfer to another party his/her Lot and or Plot, the Interment Rights must be sold back to the Municipality. The Municipality will reimburse the individual the price paid for the Lot and or Plot including the amount placed into Care and Maintenance Fund(s).

SECTION F: INTERMENTS

1. The Municipality is empowered to fix and regulate the price for opening and closing Lots and or Plots subject to approval by the Registrar.
2. No Interment shall take place until such time as the Lot and or Plot has been paid for in full.
3. For every Interment the Municipality must obtain a Burial Permit or Cremation Certificate, applicable fees and the completed Interment Permission Form if required.
4. No Interment shall be made on Sunday except in accordance with the regulation of the Medical Officer of Health and/or specific arrangements made with the Municipality.
5. Interments shall take place between the 1st day of May and the 30th day of November unless otherwise authorized by the Municipality and based upon weather and corresponding Cemetery site conditions.

6. There may be a maximum of 1 regular and 2 cremation Interments or 4 cremations Interments on one regular Lot.
7. No more than one cremation Interment shall be made in a cremation Lot.
8. Workers shall cease work, if in the immediate vicinity of a funeral, or if visible to the funeral party, until the conclusion of the burial services.
9. Notice of each Interment shall be given to the Municipality. A minimum of two working days (not including Saturday, Sunday or a Statutory Holiday) is required unless otherwise ordered by Medical officer of Health.

SECTION G: DISINTERMENTS

1. The Municipality is empowered to fix and regulate the price for the opening and closing of Lots and or Plots, subject to approval by the Registrar.
2. No disinterment shall be allowed in any Lot and or Plot nor any body removed there from unless in accordance with Section 51 of the Act.

SECTION H: MARKERS AND MONUMENTS

1. The Municipality requires order forms from Monument dealers showing Monument size, base size, Lot owner's information and the fee, including the Marker Care and Maintenance portion, before foundations for Monuments are constructed.
2. All Monuments must conform to the following height and thickness restrictions:
 - a. Monuments up to twenty-four (24) inches (61 centimetres) in height must be at least six (6) inches (15 centimetres) thick at the top of the Monument; and
 - b. Monuments up to forty-two (42) inches (107 centimetres) in height must be at seven (7) inches (18 centimetres) thick at the top Monument; and
 - c. Monuments up to forty (48) inches (120 centimetres) in height must be at least eight (8) inches (20 centimetres) thick at the top of the Monument.
3. The Municipality reserves the right to determine the maximum size of Markers and Monuments, their composition, their number and their location on each Lot and or Plot:
 - a. Not more than one Monument/Marker shall be erected on any one Lot.
 - b. The minimum width of a Monument/Marker shall be six (6) inches (15 centimetres) at its narrowest point;

- c. Monuments located on a regular Lot shall not exceed thirty six (36) inches (90 centimetres) in width, sixteen (16) inches (40 centimetres) in depth and forty-eight (48) inches (120 centimetres) in height, including the base.
 - d. Monuments on a Plot shall not exceed forty-eight (48) inches (120 centimetres) in width, sixteen (16) inches (40 centimetres) in depth and forty-eight (48) inches (120 centimetres) in height, including the base.
 - e. Pillow/flat Markers on a Cremation Lot shall not exceed twenty (20) inches (50 centimetres) in width and eighteen (18) inches (45 centimetres) in depth.
 - f. Pillow/flat Markers on a Cremation Lot or Plot shall not exceed thirty-six (36) inches (90 centimetres) in width and eighteen (18) inches (45 centimetres) in depth.
 - g. Monuments/Markers on a Cremation Lot and or Plot must be pillow Markers – installed either 'flat' or slightly angled. There will be no upright Monuments/Markers on any cremation Lot and or Plot.
 - h. All Markers and Monuments shall be made of granite, marble or bronze, or other permanent material approved by the Municipality;
 - i. All bronze casting shall be true, free from wakening or minor defects, blemishes or imperfections with smooth exposed surfaces- rough "sand-like" or painted or pigmented finishes or ornamentations are not permitted. The alloy used in bronze Markers shall consist of 86% to 89% copper, 5% to 6.5% tin, 1.25% to 1.75% lead and 3.5% to 5% zinc with not more than 1.5% other elements; and
 - j. All Markers, including pillow Markers, must be placed on a foundation which the Municipality will provide at the Lot and or Plot owner or Monument companies request and cost.
4. No Monument shall be erected without the supervision of the Municipality and all foundations shall be provided by the Municipality.
 5. The Municipality reserves the right to enter onto the Lot and or Plot and remove any Monument, Marker or other structure, or any inscription placed in or any Lot and or Plot which is not in keeping with the dignity and decorum of the Cemeteries.
 6. Monuments may be scratched or chipped by equipment during regular maintenance of the Cemetery grounds and the Cemetery, the Municipality shall not be held responsible for such damage.
 7. The Municipality shall have the right to maintain, repair, remove or lay down Monuments or parts of Monuments and to use the Care and Maintenance Fund(s) for Markers for such purposes.
 8. Each grave may be marked with a Marker set at the head of the Lot.

SECTION I: TARIFFS

1. SALE OF BURIAL RIGHTS AND CARE AND MAINTENANCE.

Burial Rights – Regular Plot - \$241.50 + Care & Maintenance of \$161.00 = Total of \$402.50

Burial Rights – Cremation Plot - \$69.00 + Care & Maintenance of \$46.00 = Total of \$115.00

2. INTERMENT

Regular Interment -	\$327.75
Cremation Interment -	\$ 97.75
Burial of cremated remains on an existing Plot -	\$ 46.00
Burial of Casket under 4 feet -	\$115.00

3. DISINTERMENT

Rates for disinterment will be calculated based on individual conditions and actual estimated costs.

4. MONUMENT FOUNDATIONS

Foundation – regular upright (over 4 feet) -	\$260.00
Foundation – regular upright (over 4 feet) – care & maintenance portion -	\$200.00
Total of -	\$460.00
Foundation – regular upright (under 4 feet) -	\$150.00
Foundation – regular upright (under 4 feet) – care & maintenance portion -	\$100.00
Total of -	\$230.00
Foundation – pillow -	\$100.00
Foundation – pillow – care & maintenance portion -	\$ 50.00
Total of -	\$115.00

5. TRANSFER FEE

Transferring Plot – Administration Fee -	\$ 17.25
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6. VAULT CHARGES

Participating Municipality -	\$115.00
Non-participating Municipality -	\$172.50

7. OTHER

Planting or removal of shrubs -	\$ 17.25
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Note: All prices do not include applicable taxes.

SECTION J: FORMS

1. Contract – for Purchase of Interment Rights – includes Conditions of Contract
2. Certificate of Interment Rights
3. Contract – for Transfer of Interment Rights.
4. Certificate of Interment Rights – for Transfer of Interment Rights
5. Interment Permission Form
6. Service Request Form

Adopted on October 19, 2010



Mayor



CAO-Clerk