

The Corporation of the Township of Howick

By-law No. 23-2014

Being a by-law setting out the rules and regulations that govern Fordwich Cemetery, Gorrie Cemetery, Wroxeter Cemetery and Lakelet Cemetery, all in the Township of Howick and have been approved by the Registrar of Cemeteries, Funeral, Burial and Cremation Services Act, 2002 (FBCSA), Cemeteries Regulations Unit, Ministry of Consumer Services

Whereas, certain lands within the Township of Howick have been designated as a public cemetery; namely South Part Park Lot 17, Plan 243 on the north side Victoria St, Village of Fordwich (3010 Station Road), known as the Fordwich Cemetery; Park Part Lot 21 and Part Lot 22, Plan 276, Alma St, Village of Gorrie (2052 Alma Street), known as the Gorrie Cemetery; Lots 4, 5, 6 and 7, north side of Ferguson St, Village of Wroxeter (43172 Harriston Road), known as the Wroxeter Cemetery; and Concession 16, Part Lot 17 (44924 Lakelet Road), known as the Lakelet Cemetery;

And whereas, the Council of the Township of Howick, under the authority of the Funeral, Burial and Cremation Services Act, 2002 (FBCSA), may enact by-laws for the proper management thereof;

And whereas, the Council of the Township of Howick deems it expedient to enact certain laws, rules and regulations for the efficient operation and management of the cemeteries;

Now therefore, the Council of the Corporation of the Township of Howick enacts as follows:

A. Definitions

Burial: The opening and closing of an in-ground lot or plot for the disposition of human remains or cremated human remains.

By-law: The rules and regulations under which the cemeteries operates.

Care and Maintenance Fund: It is a requirement under the FBCSA that a percentage of the purchase price of all Interment Rights and set amounts for marker and monument installations is contributed into the Care and Maintenance Fund. Interest earned from this fund is used to provide care and maintenance of plots, 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-law.

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.

Grave: (also known as Lot) means any in-ground burial space intended for the interment of a child (less than .91 metres by 2.44 metres or 3 feet by 8 feet), adult (.91 metres by 2.44 or 3 feet by 8 feet) or cremated human remains (up to four persons).

Interment Right: The right to require or direct the interment of human remains or cremated human remains in a grave (lot) and direct the associated memorialization.

Interment Rights Certificate: The document issued on behalf of the Cemetery Board to the purchaser once the interment rights have been paid in full, identifying ownership of the interment rights.

Interment Rights Holder: Any person designated to hold the right to inter human remains in a specified lot.

Lot: For the purposes of this by-law, a lot is a single grave space, having a size of .91 metres by 2.44 metres or 3 feet by 8 feet.

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.

Plot: For the purposes of this by-law, a plot is a parcel of land, sold as a single unit, containing multiple lots.

B. General Information

Hours of Operation:

Visitation Hours: dawn to dusk
Office Hours: by appointment only
Burial Hours: by appointment only

General Conduct:

The Township of Howick reserves full control over the cemetery operations and management of land within the cemetery grounds.

No person may damage, destroy, remove or deface any property within the cemetery.

All visitors should conduct themselves in a quiet manner that shall not disturb any service being held.

By-law Amendments:

The Fordwich Cemetery, Gorrie Cemetery, Wroxeter Cemetery and Lakelet Cemetery in the Township of Howick shall be governed by this by-law and all procedures will comply with the Funeral Burial and Cremation Services Act, 2002 and Ontario Regulation 30/11 which may be amended periodically.

Liability:

The cemetery operator will not be held liable for any loss or damage, without limitation to (including damage by the elements, Acts of God, or vandals), any lot, plot, monument, marker or other article that has been placed in relation to an interment right save and except for direct loss or damage caused by gross negligence of the cemetery.

Public Register:

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

Pets or Other Animals:

Pets or other lower animals, including cremated animal remains, are not allowed to be buried on cemetery grounds.

Right to Re-Survey:

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.

Notice of Resale and Transfer of Interment Rights:

The cemetery operator permits the interment rights holder 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 as outlined in the Township of Howick's Cemetery By-law.

To ensure the correctness of records of ownership and interments, no transfer of any interment rights or any interest therein shall be binding until notice is given in writing to the Township of Howick specifying the name and address of the proposed transferee and date of transfer and such particulars have been entered in a register for that purpose. Upon receipt of such notice and payment of a fee, the transfer shall be made.

C. Cancellation or Resale of Interment Rights

Purchasers of interment rights holders acquire only the right to direct the burial of human remains and the installation of monuments, markers and inscriptions, subject to the conditions set out in the Cemetery By-law. In accordance with the Cemetery By-law, no burial or installation of any monument, marker, inscription or memorialization is permitted until the interment rights have been paid in full. An interment rights certificate will be issued to the interment rights holder(s) when payment has been made in full. The purchase of interment rights is not a purchase of Real Estate or real property.

Cancellation of Interment Rights within 30 Day Cooling-off Period:

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. The certificate must be returned to the cemetery operator.

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

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.

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 re-sell the interment rights.

Resale of Interment Rights after 30 Day Cooling-off Period:

Unless the interment rights have been exercised, the purchaser retains the right to cancel the contract or re-sell 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 the right to re-sell the interment rights. Any resale of the interment right shall be in accordance with the requirements of the Cemetery By-law and in keeping with the FBCSA.

If any portion of the interment rights has been exercised, the purchaser, or the interment rights holder(s) are not entitled to re-sell the interment rights.

Care and Maintenance Fund Contributions:

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.

D. Burial of Cremated Remains

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.

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 Board prior to a burial taking place. A Certificate of Cremation must be submitted to the Cemetery Board prior to the burial of cremated remains taking place.

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 or cremated human remains.

Payment must be made to the cemetery before a burial can take place.

The cemetery shall be given 8 business hours of notice for each burial of human remains or cremated human remains.

The opening and closing of graves may only be conducted by cemetery staff or those designated to do work on behalf of the cemetery.

Cremated remains are not permitted to be scattered on a grave.

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 by the Township of Howick 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.

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).

Not more than one burial shall be made in any single grave except:

- i) an area designated for double depth burial. The first interment must be made at the lower level.
- ii) the cremated remains of not more than four persons.
- iii) a 60.96 cm. x 30.48 cm. (24 inches x 12 inches) infant container may be buried at the head end of a single grave in which a casket containing human remains has been buried, provided space is available.

E. Memorialization

No memorial or other structure shall be erected or permitted on a lot until all charges have been paid in full.

No monument, footstone, marker or memorial of any description shall be placed, moved, altered or removed without permission from the cemetery operator.

Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered to be normal wear.

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.

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.

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.

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.

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 as determined by the trustees.

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.

In keeping with the Cemetery By-law, only one monument shall be erected within the designated space on any lot.

The minimum thickness for flat markers including footstones is 4 inches or 10 cm.

All monuments and markers shall be constructed of bronze or natural stone (i.e. granite).

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 been notified by the cemetery operator.

Markers and footstones of bronze or granite are permitted with size and quantity restrictions according to Cemetery By-law and the placement of such memorials shall not interfere with future interments.

- i) single lot maximum 35.56 cm. x 60.95 cm. 14 inches x 24 inches
- ii) double lot maximum 60.96 cm. x 91.44 cm. 24 inches x 36 inches
- iii) cremation lot maximum 35.56 cm. x 60.96 cm. 14 inches x 24 inches

F. Care and Planting

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.

No person shall plant trees, flower beds or shrubs in the cemetery except with the approval of the Cemetery Board.

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.

G. Items that are Prohibited and Permitted

No glass containers of any kind are allowed in the cemetery at any time.

The Cemetery Board 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. Prohibited articles will be removed and disposed of without notification.

The Cemetery Board 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.

Memorial wreaths may be placed in the cemetery only between October 30 and May 1. In order to prepare the grounds for spring, wreaths must be removed prior to April 1. Wreaths not removed by April 1 will be removed and disposed of by cemetery staff without notification.

Monument Saddles are allowed to be placed during grass cutting season (May 1 to October 30).

Where there is no monument, memorial wreaths or flowers may be mounted on a stand at least 76.20 cm. (30 inches) high and securely anchored to the ground upon the approval of the Cemetery Board.

H. Contractor/Monument Dealer

Any contract work to be performed within the cemetery requires the written pre-approval of the interment rights holder and the Cemetery Board 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 and the location of the work to be performed. It is the responsibility of all contractors to report to the Cemetery Board and provide the necessary approvals before commencing work at any location on the cemetery property.

Prior to the start of any said work, contractors must provide proof of:

- WSIB coverage

- Evidence of liability insurance of not less than 2 million

Contractors may also be asked to provide proof of:

- Occupational Health and Safety compliance standards

- WHMIS

The Cemetery By-law applies to all contractors and all work carried out by contractors within the cemetery grounds.

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 Board.

No work will be performed at the cemetery except during the regular business hours of the cemetery.

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 within the cemetery.

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.

Read a first and second time this 20 day of May, 2014.

Read a third time and finally passed this 20 day of May, 2014.

Reeve Art Versteeg

Clerk Carol Watson

Schedule "A" to By-law No. 23-2014

Fee Schedule

(Revised July 21, 2015 to add HST)

(Revised July 17/18 to increase interment fees effective January 1, 2019)

Sale of Plots	\$440.70
Care and Maintenance	<u>\$293.80</u>
Total Selling Price	\$734.50

Interment (open and close grave and provide lowering)

Adult	\$728.00
Child	\$728.00
Infant	\$728.00
Cremated Remains	\$389.00

Extra Charges (for interment)

Storage of Cremated Ashes or Stillborn	\$11.30
Winter storage	\$56.50

Disinterment – cost to be recovered

Transfer of interment rights - **\$28.25**

Marker Care and Maintenance

Flat marker measuring at least 439.42 square centimeters
(173 square inches) **\$56.50**

Upright marker measuring 1.22 meters (4 feet) or less in height and 1.22
meters (4 feet) or less in length, including the base
\$113.00

Upright marker measuring more than 1.22 meters (4 feet) in either height
or length, including the base **\$226.00**