

THE CORPORATION OF THE TOWNSHIP OF PELEE

BY-LAW NO. 2012-16

Being a by-law respecting the maintenance, management, regulation and control of any cemetery owned by the Corporation of the Township of Pelee.

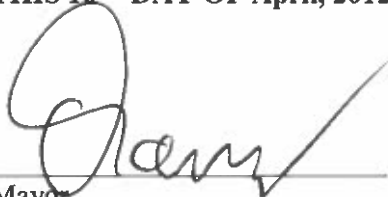
WHEREAS *Section 50 of the Cemeteries Act* permits the owner to make By-laws affecting the operation of the cemetery upon the approval of the Registrar, Ministry of Consumer Services;

AND WHEREAS Council deems it necessary to update the Tariff of Rates to reflect new prices for cemetery lots and services;

NOW THEREFORE THE COUNCIL OF THE TOWNSHIP OF PELEE ENACTS AS FOLLOWS:

1. That the Corporation of the Township of Pelee shall maintain, manage, regulate and control the cemeteries it presently owns and the regulations and charges shall apply to the said cemeteries.
2. Any person who violated the provisions of the regulations of this by-law shall be guilty of an offence and liable of conviction thereof to a penalty not exceeding Two Thousand Dollars (\$2,000.00) exclusive of costs for each offence, which shall be recoverable under the provisions of the Provincial Offences Act;
3. This By-law shall come into full force and take effect upon receipt of this by-law by the Registrar, Ministry of Consumer Services, but not before January 1st, 2012;

READ A FIRST, A SECOND, AND A THIRD TIME AND FINALLY PASSED THIS 16TH DAY OF April, 2012.



Mayor



CAO/Clerk/Treasurer

THE CORPORATION OF THE TOWNSHIP OF PELEE

CEMETERY REGULATIONS

1.0 OWNERSHIP & TRANSFER OF LOTS

1.01 Plans

Council shall keep maps available for inspection by prospective purchaser showing all lots and single graves.

1.02 Charges

All prices for cemetery lots and services shall be as set out in the most recent Schedule "C", Tariff of Rates filed with the Ministry of Consumer Services. Prices for lots shall include the applicable portion for deposit to the cemeteries Care and Maintenance Fund.

The deposit to the Care and Maintenance Fund shall be as specified in the regulations made under the Cemeteries Act Revised:

- (a) In the case of an in-ground grave for the burial of an adult, 40% of the selling price.
- (b) In the case of an in-ground grave for the burial of a child or of cremated remains, 40% of the selling price.

In accordance with Section 30 of the Act and Regulations, a prescribed amount shall be paid into the Care and Maintenance Fund of the cemetery upon the installation of a marker:

- (a) In the case of a flat marker measuring less than 439.42 square centimeters (68.11024 square inches) \$0.00;
- (b) In the case of installing a flat marker measuring at least 439.42 square centimeters (68.11024 square inches) \$0.00;
- (c) In the case of installing an upright marker measuring 1.22 metres (4 feet) or less in height and 1.22 metres (4 feet) or less in length, including the base \$100.00;
- (d) In the case of installing an upright marker measuring more than 1.22 metres (4 feet) in either height or length, including the base \$200.00;

1.03 Burial Rights

The CAO shall provide each right (lot) owner at the time of the sale with a copy of the Contract in accordance with the form shown on Schedule "A", a copy of the Cemetery By-Law and upon payment in full, a Certificate of Interment Rights in accordance with the form shown on Schedule "B".

Right holders are required to provide timely written advisement to the CAO of a change of mailing address.

Interment rights (lots) may only be sold by the CAO or an appointed designate.

1.04 Use of Lots

The Certificate of Interment Rights on a lot or single grave shall convey only the right of burial of human remains therein and of erecting a monument or marker and such rights shall be subject to the provisions of the Cemeteries Act, the regulations thereunder and of the regulations all as amended from time to time.

No Interment will be made without the written permission of the rights holder or his/her authorized representative.

1.05 Transfer

No resale or transfer of a lot shall be recognized or binding upon Council until the same shall be recorded in the records of the cemetery by the Secretary on application by the Vendor and Purchasers or Transferor and Transferee with full particulars and the transfer fee is paid.

2.0 INTERMENT

2.01 The Caretaker of the cemetery, his assistant or someone employed by the Council, shall be in attendance at each interment.

2.02 A burial permit issued by the Division Registrar, showing that the death has been registered, shall be deposited with an Official of Council before an interment shall be permitted.

2.03 No Interment will be permitted in a lot on which care and maintenance has not been paid. There is a one-time care and maintenance charge for lots purchased prior to January 1, 1955 as listed on the most currently filed Ministry Price list.

2.04 No Interment will be permitted in a lot without the written order of the lot owner or if more than one joint owner, one of them, or the legal representative of the lot owner, showing the exact location of the grave on the lot.

2.05 At least forty-eight (48) hours (excluding Sundays and holidays) notice shall be given to the Superintendent during business hours, of the date and time desired for a burial and unless such notice is in writing, Council shall not be responsible for errors.

2.06 No Interment shall be made on Sunday except on a Medical Certificate that burial must be made within twenty-four (24) hours of death, in accordance with the regulations of the Ontario Ministry of Health for the control of communicable diseases.

2.07 No funeral shall be permitted in a cemetery except between the hours of 9:00 in the forenoon and 5:00 in the afternoon.

2.08 Funeral corteges in the cemetery shall follow the route indicated by the Superintendent.

2.09 The Superintendent shall have the authority to restrict the number and kind of vehicles and the roadways, which may be used within the cemetery.

2.10 Only one (1) interment shall be permitted in a grave, except in the case of a mother and infant or two children in one casket, the ashes of two persons or the ashes of one person and the body of another person.

2.11 No disinterment shall be made without the written consent of the local Medical Officer of Health and the owner of the lot, except on an order from the Court or as provided in the regulations under the Cemeteries Act. At least forty-eight (48) hours notice shall be given to the Superintendent.

2.12 No Interment shall be permitted in any lot against which charges are due and unpaid.

2.13 Charges for Interments and disinterments shall be in accordance with the tariff as filed with the Ministry.

3.0 CARE OF LOTS

3.01 No fence, coping, ditching, hedge, iron trellis, post, chain, railing, step, boxing, border, stone or stone chips, shells, toys, wire arches, watering pots, crockery, glassware or other objects, advertisements in any form, a vehicle of any character, glass case, covering, box containing artificial wreath or enclosure of any kind shall be put or placed upon any lot. Grave mounds will not be allowed and no lot shall be raised above the established grade.

3.02 The Municipality and/or the Caretaker will not be held liable for any damage to unauthorized articles near the markers.

3.03 Upon special days such as Easter Sunday, Mothers Day, Victoria Day, Memorial Day, Fathers Day, Thanksgiving Day, Armistice Day and Christmas Day, baskets of cut flowers and potted plants will be permitted but must be removed before they become withered, soiled or unsightly. In case of the failure of the owner of any lot to remove such flowers or other unsightly objects, the Superintendent shall have the right to remove it.

Artificial wreaths standing not more than 45.72 cm. (eighteen (18) inches) around the ground and grave blankets are allowed during the winter season only and must be removed by April 1st. In case of the failure of the owner to remove wreaths or blankets by such date, the Superintendent shall have the right to remove it.

3.04 No flowers shall be planted on any lot at any time. Only portable containers, which may be moved for maintenance purposes will be permitted with one container per lot. If the owner fails to remove it before they become withered or unsightly, the Superintendent shall have the authority to remove them.

3.05 Hereafter no trees, shrubbery or plants shall be planted on any lot. Only the Superintendent, acting in the best interest of the cemetery, shall have the authority to prune, remove or transplant any tree, shrub, plant or anything upon any lot when it may be deemed necessary or advisable.

3.06 No person shall change the grading of a lot, cut any sod, or remove any corner post or markers in the cemetery.

3.07 Rubbish shall not be thrown out on roads, walks or any part of the grounds. Receptacles are provided on the grounds for the deposit of weeds, decayed floweres, and plants etc.

3.08 The Council or Superintendent shall not be responsible for loss or damage to any portable articles left upon any lot or grave.

4.0 MONUMENTS AND MARKERS

4.01 In these regulations "monument" shall mean any permanent memorial projecting above grade level.

3.02 In these regulations "marker" shall mean any memorial of granite, or bronze set flush with the surface of the ground and used to mark the location of a grave.

3.03 No marker shall be erected or permitted on a lot until accrued charges have been paid in full.

4.04 Marker to be erected by or for lot owners shall be set upon adequate concrete bases. The upper surface of the foundation shall extend 4" beyond the monument base on all sides and be flush with the ground.

4.05 Not more than one marker shall be installed on any one lot and this must be placed in the space reserved for it.

4.06 All markers shall be constructed of bronze or granite. The bottom bed of all bases and markers shall be cut level and true.

4.07 No inscription shall be placed on any marker, which in the opinion of Council, is not in keeping with the dignity and decorum of the cemetery.

4.08 No lettering shall be permitted on the side of the marker facing an adjoining lot where there is not room for a grave between the monument and the boundary of the lot.

4.09 Marker or footstones of bronze or granite are permitted but must not exceed twelve by eighteen inches with a depth of three to five inches. The upper surface must be flat with no projections and shall be set level with the ground surface. All markers must be approved by the Superintendent.

4.10 The owner may on the receipt of his deed at his own expense, place, bronze, stone or concrete land marks between 15.24 cm. (six inches square) and 17.78cm. (seven inches square) and not less than 15.24 cm. (six inches) deep, dressed on all

sides and bearing the lot and section number legibly and permanently marked thereon at the corner of the lot or lots conveyed to him, such posts to be planted flush with the ground. The Superintendent must approve these.

4.11 The following specifications for foundations must be observed. The pillow slant markers, the foundation must be a concrete base 10.16 cm.(four inches) thick, with a 12.70cm. (five inch) border around the marker and have a 15.24 cm. (six inch) diameter concrete pylon from the foundation to the top of the vault.

For upright markers, the foundation must be .9144 metres (three feet) deep of concrete and no longer than 96.52cm (thirty-eight inches) for a single lot and 193.04 cm. (seventy-six inches) for a double lot.

4.12 If any marker, or any inscription placed in or upon any lot and is to be determined by Council to be offensive or improper, the Council may enter the lot and remove the said offensive or improper object(s).

4.13 When any marker, gravestone or memorial of any kind is to be removed or any inscription made or cleaning done, permission shall be obtained from the Superintendent. A request from the owner of the lot shall make permission in writing, with a description of the work proposed.

5.0 RULES FOR MONUMENT DEALERS, CONTRACTORS AND WORKMEN

5.01 Every Contractor employed to do any work in the cemetery shall first present an application to the Superintendent signed by the lot owner or his representative, requesting permission to employ such Contractor to do the work specified. This application shall designate the section and lot.

5.02 The demeanor and behavior of all workmen employed by others in the cemetery shall be subject to the control of the Superintendent.

5.03 Contractors, masons and stone-cutters shall lay planks on the lots and paths over which heavy materials are to be moved in order to protect the surface from injury.

5.04 Workmen shall cease work, if in the immediate vicinity of a funeral, until the conclusion of the service.

5.05 All work must be done during regular cemetery hours, unless by special permission of the Superintendent.

5.06 No work shall be commenced on Saturday that cannot be finished and the litter and debris removed by the hours of noon of that day.

5.07 Heavy loads shall not be permitted in the cemetery when the roads are in an unfit condition.

5.08 No monumental work shall be delivered at the cemetery until the foundation is completed and the Contractor is ready to proceed with the work of installation.

5.09 All implements and materials used in the performance of any work shall be placed where the Caretaker may direct and all rubbish and surplus earth shall be removed in such manner and at such time and place as the Caretaker may order. Otherwise the obstructions will be removed and the expense charged to the owner of the lot.

5.10 Any workmen who damages any lot, monument, structure or otherwise does any injury in the cemetery shall be personally responsible for such damage or injury and in addition thereto this employer shall be liable therefore.

6.0 ADMINISTRATION

6.01 The Clerk shall be the recipient and custodian of all monies and securities belonging to the cemetery. Funds received shall be deposited in a chartered bank in an account to be known as the general account pending transfer of Care and Maintenance funds to the proper trust account.

6.02 Lot owners or interested persons may give to the Council any sum of money over and above the required amounts they wish to be placed in the Care and Maintenance Fund and the income from such investment shall be used altogether for the purpose of maintenance and care of lot or lots designated by the donor.

6.03 Payment of all accounts shall be by cheque signed by the Clerk, Accounts exceeding \$200.00 shall not be paid until approved by the Council.

6.04 The Clerk shall be bonded under a policy issued by a Registered Liability Insurance Company.

6.05 The Clerk shall be the contact medium between the Council and its employees, the lot owners and general public. The Clerk shall keep a register of lots, records, requisite for interments and for other cemetery services. The Clerk shall also keep time sheets and make computations of wages payable to employees and perform such duties as the CAO directs.

6.06 The tariff of rates as adopted by the Council and any amendments thereof shall be deemed an integral part of the regulations of the Council, as filed with the Ministry.

7.0 RULES FOR VISITORS

7.01 All cemeteries owned and operated by the Corporation will be open to the public for the visiting of burial sites from 8:00 a.m. to 8:00 p.m. They are asked to remember and respect the dead. No person shall trespass during the unopened hours of the said cemeteries.

7.02 Children under the age of twelve years are not admitted to the grounds, except in charge of an adult, who shall be responsible for their good conduct and shall see that they do not run over lots and graves.

7.03 No vehicles are allowed in the cemetery.

7.04 Parades and Processions – No person shall, within a cemetery take part in any parade or procession, except a funeral procession unless approved by the Superintendent.

7.05 No pets shall be allowed in the cemetery.

7.06 All persons are prohibited from writing down, defacing or injuring any monument, marker, fence or other structure in or belonging to the cemetery or from making any paths or short cuts across any part of the cemetery.

7.07 Any person disturbing the quiet and good order of the cemetery by noise or other improper conduct or who violates these rules may be expelled from the grounds.

7.08 Complaints – Any person having occasion to make any complaints shall make it in writing at the Municipal Office and not to any employee in the grounds.

7.09 No person shall:

- (a) Willfully destroy, mutilate, deface, injure or remove any tomb, monument gravestone or other structure placed in a cemetery or any fence railing or other work used for the protection of an ornament in a cemetery or of any such tomb, gravestone or other structure of any lot in a cemetery.
- (b) Willfully destroy, cut, break or injure any tree, shrub or plant in a cemetery, or willfully injure, destroy or deface any building or structure or any road, walk or other works in a cemetery.
- (c) Play at any game or sport in a cemetery.
- (d) Discharge firearms in a cemetery except at a military funeral.
- (e) Willfully and unlawfully disturb persons assembled for the purpose of burying a body in a cemetery; or
- (f) Bring or allow any dog, goat, or cattle within the limits of a cemetery and every person so doing shall be guilty of an offence and a summary conviction shall be liable to a penalty.
- (g) Commit a nuisance in a cemetery.

7.10 Every person who contravenes any of the provisions shall be guilty of an offence conviction and shall be liable to a penalty.

7.11 Every person who contravenes this section shall also be liable in an action in the name of the owner of such cemetery or of a burial plot upon which such damage is done or any other unlawful act committed to pay all damages occasioned by this unlawful act and when recovered, the same shall be applied under the direction of the cemetery for the reparation and reconstruction of the property destroyed.

BY-LAW NO. 2012-16
SCHEDULE "A"

TOWNSHIP OF PELEE
1045 WEST SHORE ROAD
PELEE ISLAND, ONTARIO, NOR 1M0

**CONTRACT FOR THE PURCHASE OF INTERMENT RIGHTS
OR CEMETERY SUPPLIES OR SERVICES**

BILL TO: _____

HOME PHONE # _____ BUS. PHONE # _____

DATE: (Day/Month/Year) _____

DECEASED: _____

PLACE OF DEATH: _____

DATE OF BIRTH: _____

CEMETERY: _____

ROW _____ LOT _____ GRAVE _____

FUNERAL DIRECTOR

SERVICES/SUPPLIES	TOTAL
Land (# of spaces)	
Repurchase Price	
Amount towards care & Maintenance	
Sub Total	
Interment Fee	
Amounts towards care & maintenance for marker	
Ontario Licence Fee	
Sub Total	
H.S.T.	
TOTAL SALE	
Balance Due	

It is agreed between the parties that this Contract is subject to the Cemetery By-Laws of the Corporation of the Township of Pelee and the Purchaser hereby acknowledges receipt of a copy of the Cemetery By-Law of the Corporation of the Township of Pelee and that the "Contract Conditions" have been read and understood.

Ordered by: _____

Signature of Purchaser

Signature of Cemetery Representative

CONDITIONS OF CONTRACT

THE FOLLOWING TRUSTING PROVISIONS ARE IN EFFECT:

Adult Lot: 40% of the purchase price or \$150.00, whichever is greater
Child/Infant Lot: 40% of the purchase price
Cremation Lot: 40% of the purchase price

CONTRIBUTION TO CARE AND MAINTENANCE FOR MARKER INSTALLATION:

Flat marker less than 439.42 sq.cm.(68.11024 square inches):	\$0
Flat marker 439.42 sq.cm. (68.11024 square inches or more):	\$ 50.00
Upright monument up to 1.2192 metres (4 feet) in height or width:	\$100.00
Upright monument more than 1.2192 metres (4 feet) feet in height or width:	\$200.00

A CONTRACT FOR THE PURCHASE OF INTERMENT RIGHTS INCLUDES:

The right of the purchaser, by written demand, to request the cemetery owner to repurchase the rights before they are used.

- The cemetery owner shall repurchase the interments rights within thirty days from the date the written demand was received.
- The repurchase price of the interment rights shall be determined by establishing the amount paid by the purchaser for the rights less the amount that the cemetery owner paid into the Care and Maintenance Fund, or the predecessor of such a fund, in respect of the interment rights.
- In accordance with the By-Laws of the cemetery the following restrictions on the exercising of the interments rights apply: Refer to Section 2.0 of By-Law No.2012-16.
- In exercising the interment rights contracted herein, the following documents are required: Burial Permit or Certificate of Cremation; Certificate of Interment Rights.
- In accordance with the By-Laws of the cemetery the following restrictions/requirements apply with respect to cemetery supplies and services purchased from a source other than the cemetery: Interment rights (lots) may only be sold by the Cemetery Committee or an appointed designate.
- If a purchaser transfers an interment right, the purchaser shall give notice of the transfer to the cemetery owner and return the original certificate of interment rights to the transferee.
- In accordance with the By-Laws of the cemetery, the following restrictions on the transfer of interment rights apply: Refer to Section 1.06 of By-Law 2012-16.
- The resale of interment right by the purchaser is prohibited.
- The certificate of interment rights shall not be issued until the interment rights have been paid for.

A CONTRACT FOR THE PURCHASE OF PRE-NEED SUPPLIES OR SERVICES INCLUDES THE FOLLOWING CANCELLATION RIGHTS:

- The purchaser has the right to cancel the contract within the thirty day period following the day that the contract is made.
- The purchaser's right to cancel survives the thirty day period until such time as the cemetery owner provides the cemetery supplies and services.
- The cemetery owner shall not provide the cemetery supplies and services until the expiry of the thirty-day period immediately following the day the contract is made.
- The purchaser must pay the service fee required under the Cemeteries Act if the right to cancel the contract is exercised more than thirty days after the contract is made. Such service is the lesser of 10% of the amount paid by the purchaser for the pre-need supplies or services, together with any income earned by the cemetery owner of the 10% since the purchase of \$200.00

BY-LAW NO 2012-16
SCHEDULE "B"

CERTIFICATE OF INTERMENT RIGHTS

Pursuant to the Cemeteries Act & Regulations and all amendments thereto

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF PELEE
a body licensed under the laws of the Province of Ontario
having its' head office in Pelee Island, Ontario and
hereafter called the "Corporation"

PARTY OF THE FIRST PART

-and-

_____ hereinafter called

PARTY OF THE SECOND PART

In consideration of the sum of _____ Dollars (\$ _____) receipt of which is hereby acknowledged the sum of _____ dollars (\$ _____) for the care & maintenance which is deposited with the Trustee, Corporation of the Township of Pelee, agrees to assign to the Party of the Second Part the burial or interment rights in the _____ Cemetery:

Row _____
Lot _____

Having a volume of 0.7702182 cubic meters (27.2 cubic feet), as shown on the approved plan of the Township of Pelee.

Date of Purchase: day/month/year _____

THE PARTY OF THE SECOND PART by the acceptance A (25.2-(2)) of this indenture indicates that the by-laws governing the operation of the cemetery have been received, read and agreed to be guided by the said by-laws as well as the provisions of the Cemeteries Act as if these were included as part of this indenture.

THE PARTY OF THE SECOND PART agrees that in the R(28.1-(1)6) event of the transfer of said interment Right the Purchaser, this Certificate cannot be transferred but will be returned to the Party of the First Part who will issue a new Certificate to the Transferee.

With respect to the erection of the installation R28.-(3)) of markers, the Party of the Second Part agrees to abide by By-Law # 2012 the Corporation of the Township of Pelee, wherein restrictions on the erection or installation of markers are given and which by-laws are attached hereto.

IN WITNESS WHEREOF _____ **CEMETERY** has
caused R(28.1)3 its corporate seal to be hereunto affixed by the hands of its property signing officers
this _____ day of _____ in the year of our Lord, two thousand and
_____ and the Party of the Second Part has affixed his/her signature.

Signature of Cemetery Representative

**BY-LAW NO. 2012
SCHEDULE "C"
TARIFF OF RATES**

LOT SALES	BURIAL RIGHTS	PERPETUAL CARE	TOTAL
Resident	\$542.00	\$363.00	\$905.00
Non-Resident	\$813.00	\$545.00	\$1,358.00

Dimension – 3.4 feet x 8 feet

INTERMENT CASKET	OPENING & CLOSING	TOTAL
Summer		
Weekdays	\$ 779.00	\$ 779.00
Weekends	\$1,238.00	\$1,238.00
Holidays	\$1,315.00	\$1,315.00
Winter		
Weekdays	\$ 885.00	\$ 885.00
Weekends	\$1,323.00	\$1,323.00
Holidays	\$1,405.00	\$1,405.00

INTERMENT CREMATED REMAINS	OPENING & CLOSING	TOTAL
Summer		
Weekdays	\$ 587.00	\$ 587.00
Weekends	\$ 932.00	\$ 932.00
Holidays	\$1,008.00	\$1,008.00
Winter		
Weekdays	\$ 667.00	\$ 667.00
Weekends	\$ 996.00	\$ 996.00
Holidays	\$1,077.00	\$1,077.00

INTERMENT- INFANTS		
Summer		
Weekdays	\$ 396.00	\$ 396.00
Weekends	\$ 779.00	\$ 779.00
Holidays	\$ 779.00	\$ 779.00
Winter		
Weekdays	\$ 449.00	\$ 449.00
Weekends	\$ 832.00	\$ 832.00
Holidays	\$ 832.00	\$ 832.00

Infants under 6 months of age and not using full lot

HEADSTONE MOVING	
Lot transfer	\$425.00 \$130.00

MARKERS	CARE & MAINTENANCE
Flat Marker < 68.11024 cu.cm.(173 square inches)	\$ 0.00
Flat Marker > 68.11024 cu.m.(173 square inches)	\$ 50.00
Upright Monument – up to 1.22 metres (4 ft.) height/width	\$ 100.00
Upright Monument > than 1.22 metres (4ft.), in height/width	\$ 200.00
Lots purchased prior to January 1, 1955 where no previous care and maintenance has been paid - Resident	\$ 363.00

Lots purchased prior to January 1, 1955 where no previous care and maintenance has been paid – Non-Resident	\$545.00
---	----------