

**The Corporation of the Town of Northeastern Manitoulin and the Islands
By-Law No. 2011-22**

**Being a by-law to enact rules and regulations for the
Maintenance, Management, Regulation and
Control of Municipal Cemeteries**

WHEREAS pursuant to the Cemeteries Act, R.S.O. 1990, Chapter 4, Section 50 the Corporation of the Town of Northeastern Manitoulin and the Islands deems it expedient to enact rules and regulations for the maintenance, management, regulation and control of the following cemeteries:

Cold Springs Cemetery
Mountain View Cemetery
Elm View Cemetery
Green Bay Cemetery
St. Bernard's Cemetery
First Settlers Cemetery

AND WHEREAS no such by-law come into force or takes effect until it is filed with and approved by the Registrar under Section 50(3) of the Cemeteries Act, R.S.O. 1990, Chapter C. 4:

NOW THEREFORE BE IT RESOLVED that the Council of the Corporation of the Town of Northeastern Manitoulin and the Islands enacts as follows:

DEFINITIONS

- 1) In this by-law
 - a) 'The Act' means the Cemeteries Act (Revised), Chapter C.4, R.S.O. 1990 and regulations there under,
 - b) 'Interment' means the burial of human remains and includes the placing of human remains in a lot,
 - c) 'Interment Rights' means the right to require or direct the interment of human remains in a lot,
 - d) 'Monument/Marker' means any tombstone, plaque, headstone, cornerstone, or other structure or ornament affixed to or intended to be affixed to a burial lot,
 - e) 'Resident' means any person who at the time of death or purchase of a cemetery plot;
 - i) resides in the municipality
 - ii) is the owner or tenant of land in the municipality or the spouse of such person,
 - iii) is a former resident receiving chronic health care in another municipality.

TRANSFER OF INTERMENT RIGHTS

- 2) Interment rights shall be sold by the Town of Northeastern Manitoulin and the Islands.
- 3) Transfer of ownership of interment rights are not binding upon the cemetery until a duly executed transfer has been deposited with the Town of Northeastern Manitoulin and the Islands.
- 4) The Interment Rights holder(s) may at any time cancel the contract and have the Cemetery repurchase the Interment Rights if no Rights have yet been exercised, subject to the following conditions: The repurchase price shall be calculated as the original price paid minus the portion deposited into the Care and Maintenance Fund.

- 5) The Town of Northeastern Manitoulin and the Islands shall provide each rights owner at the time of sale with:
 - a) a copy of the contract
 - b) a copy of the cemetery by-law
 - c) upon payment in full, a certificate of interment rights
 - d) a copy of the cemetery fees and charges
- 6) All prices for cemetery lots and services shall be set out in the most recent fees and charges, Schedule 'A' filed with the Ministry of Government Services. Prices for lots shall include the application portion for deposit to the Cemeteries Care and Maintenance Fund.
- 7) The deposit of the Care and Maintenance Fund shall be as specified in the Regulation under the Cemeteries Act:
 - a) In the case of an in-ground grave for the burial of an adult the greater of 40% of the price set out in the owner's price list or \$150, whichever is greater.
- 8) In accordance with Section 38 of the Cemeteries 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 case of installing a flat marker measuring less than 439.42 square centimeters (173 sq. inches), \$0.
 - b) In the case of installing a flat marker measuring at least 439.42 square centimeters (173 sq. inches), \$75.
 - c) In the case of installing an 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, \$150.

ADMINISTRATION

9. No interment will be made without permission of the rights holder or his/her authorized representative.
10. Notice of each interment to be made shall be given to the Town of Northeastern Manitoulin and the Islands at least forty-eight (48) hours previous.
11. The Town of Northeastern Manitoulin and the Islands requires the following documentation for:
 - a) Interment - Burial Permit
 - b) Cremation - Cremation permit
 - c) Monument Installation - Monument application form
 - d) Disinterment - written consent of the local medical officer of health
- Written consent of the owner of the interment rights

OR

 - written court order
12. If any trees, shrubs or other improvements on any lot become by means of their roots, branches or in any other way, detrimental to the adjacent lots or prejudicial to the general appearance of the ground, the Town may remove such trees, shrubs or parts thereof to rectify the problem without replacement. It is the owner's responsibility to maintain any shrubs.
13. Any shrub that is planted must be planted adjacent to the monument and have a maximum spread of 2 feet.

The Corporation of the Town of Northeastern Manitoulin and the Islands
Schedule 'A'
By-Law No. 2011-22

PLOT FEES	Plot	Perpetual Care	Total
Taxpayer/Resident Lot 4' x 10'	\$300	\$150	\$450
Non Taxpayer/Non-Resident Lot 4' x 10'	\$400	\$150	\$550

Refunds on plots will be charged a \$25 administration fee.
No refunds of Perpetual Care Fee after 30 days of purchase.

Monday to Friday:

Interment Fees

Casket (with Vault)	\$600
Casket (without Vault)	\$900
Cremation	\$200

Disinterment Fees

Disinterment fees are actual cost of contractor plus 10% administration fee.

Monument Administration Fees

Flat Markers under 439.42 square centimeters	Nil
Flat markers over 439.42 square centimeters	\$75
Upright markers up to 1.22 meters in height and width	\$150
Permit Fee	\$20

All fees are subject to H.S.T.

Approved by the Ministry of Government and Consumer Services on _____.

**Contract for Purchase of Interment Rights or
Cemetery Supplies or Services**

In _____ Cemetery

**Operated by: Town of Northeastern Manitoulin and the Islands Cemetery Board
Postal Bag 2000, Little Current, ON P0P 1K0
Telephone: (705) 368-3500**

Date of Purchase (Day/Month/Year) _____

Bill To:

Rights To:

Deceased (at need only)

Name: _____

Place of Death: _____

Date of Death: _____

Date of Burial: _____

Full Burial: _____ Cremation _____

Funeral Director/Transfer Services: _____

Interment Rights:

Adult/Child: Lot/Plot _____ Section: _____

It is agreed between the parties that the contract is subject to the By-Laws of the cemetery and the Purchaser hereby acknowledges receipt of a copy of the By-Laws and the "Condition of Contract" attached have been read and understood.

Ordered by: _____

Signature of Purchaser

Signature of Cemetery Owner

Conditions of Contract

The following trusting provisions are in effect:

Plot Fees:

Taxpayer/Resident: 40% of the purchase price or \$150, whichever is greater

Non-Taxpayer/Non-Resident: 40% of the purchase price or \$150, whichever is greater

Contribution to Care and Maintenance for Marker Installation:

Flat marker under 439.42 square centimeters	Nil
Flat marker over 439.42 square centimeters	\$75
Upright marker up to 1.22 meters in height and width	\$150
Permit Fee	\$20

All fees are subject to HST

A Contact 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-Law #2008-10 of the Town, the following restrictions on the exercising of the interment rights apply:
 - 1) no interment will be made without permission of the rights holder or his/her authorized representative.
 - 2) Notice of each interment to be made shall be given to the Town at least forty-eight (48) hours previous.
- In exercising the interment rights contracted herein, the following documents are required:
 - 1) Interment - Burial Permit
 - 2) Cremation - Cremation Permit
 - 3) Monument Installation - contract for purchase of interment rights or cemetery supplies or services
- In accordance with the By-Law #2008-10 of the Town the following restrictions/requirements apply with respect to cemetery supplies and services purchased from a source other than the cemetery:
 - 1) copy of contract for purchase of interments rights or cemetery supplies or services
- 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. The cemetery owner shall issue a new certificate if interment rights to the transferee.
- In accordance with the By-Law #2008-10 of the Town, the following restrictions on the transfer of interment rights apply:
 - 1) interment rights shall be sold by the Town
 - 2) transfer of ownership of interment rights are not binding upon the cemetery until a duly executed transfer has been deposited with the Town
 - 3) the interment rights holder(s) may at any time cancel the contract and have the cemetery repurchase the Interment rights if no rights have yet been exercised, subject to the following conditions: The repurchase price shall be calculated as the original price paid minus the portion deposited into the Care and Maintenance Fund.
- The resale of interment rights by the purchaser is prohibited
- The certificate of interment rights shall not be issued until the interment rights have been paid for.

CERTIFICATE OF INTERMENT RIGHTS

On Behalf of the Corporation of the Town of Northeastern Manitoulin and the Islands
Postal Bag 2000
Little Current, ON
P0P 1K0

Certificate # _____

Pursuant to the Cemeteries Act and Regulations and all amendments thereto, BETWEEN:

The Corporation of the Town of Northeastern Manitoulin and the Islands, operating through the Cemetery Board, having its office at 15 Manitowaning Road Little Current, hereinafter call "The Cemetery Owner":

AND: _____
hereinafter called "The Purchaser".

In the consideration of the sum of _____ (\$ _____), receipt of which is hereby acknowledged, and which included the agrees to assign to the Purchaser the Burial or Interment

Rights in _____ Cemetery as follows:

CEMETERY NAME: _____

LOT: Lot/Plot _____, Section _____, Area of _____ sq. ft.

DATE OF PURCHASE: Day _____ Month _____ Year _____

The Purchaser, by acceptance of this indenture indicated that the by-laws governing the operation of the cemetery have been received and read and agrees to be guided by the said by-laws as well as the provisions of the Cemetery Act as if these were included as part of this indenture.

The Purchasers agrees that in the event of transfer of the said Interment Rights, this certificate cannot be transferred but will be returned to the Cemetery Owner who will issue a new certificate of the Transferee.

With respect to the erection or installation of markers, the Purchaser agrees to abide by the by-laws of the Cemetery Board, wherein restrictions on the erection of installation of markers are given and by which by-laws are attached hereto.

In the event of the purchasers passing the next of kin to be contacted in regards to this (these) plots is:

NAME _____ ADDRESS _____

PHONE _____ RELATIONSHIP _____

In WITNESS whereof the Cemetery Owner has affixed its signature by the hands of its proper signing officer this _____ day of _____, 20__

As per: _____
CLERK