



# Agenda

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## CEMETERY COMMITTEE

Corporation of the Township of The North Shore  
Thursday June 6, 2024  
10:00 A.M.

Township of the North Shore is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://us02web.zoom.us/j/87877749874?pwd=aDAwWkI6cTEvbDlabFI5OU5GZ2JlQT09>

Meeting ID: 878 7774 9874

Passcode: 590252

*This meeting is being held in a Hybrid setting. Attendees may choose to attend via ZOOM or in person in the Municipal Office Council Chambers located at 1385 Highway 17, Algoma Mills.*

1. CALL TO ORDER
2. APPROVAL OF AGENDA
3. DISCLOSURES OF PECUNIARY INTEREST
4. APPROVAL OF PREVIOUS MINUTES
5. REPORTS OR MOTIONS FROM COMMITTEE MEMBERS
  - a- Appoint a Secretary.
  - b- Receive results from Council regarding tree removal at the cemetery.
  - c- Receive results from Council regarding request for the Budget, Quarterly and Annual Reports.
  - d- Receive results from Council regarding request for information on the Care of Plots and Volunteering.
  - e- Receive results from Council regarding request to apply for funding for a Community War Memorial.
  - f- Flower planter boxes & topsoil - discuss and establish the quantity of supplies required.
  - g- Cemetery By-laws-Review and compare Espanola Cemetery By-laws that expand limitations and/or provide better clarity.
  - h- Chain Link Fencing-discuss and establish quantity of materials required
  - i- Volunteer Workers-discuss the need for Liability Forms so tasks can be undertaken.
  - j- Tree Removal-use of wood
  - k- War Memorial- information required.
6. NEXT MEETING
7. ADJOURNMENT

4



# Minutes

## CEMETERY COMMITTEE MEETING

Township of the North Shore

Thursday May 2, 2024

1 p.m.

Hybrid Meeting

### CALL TO ORDER

The Chair R. Welburn called the meeting to order at 1:04 p.m.

### ATTENDANCE

Committee: Richard Welburn -Councillor Ward 1/Previous Chair  
Heather Pelky-Chair/Resident  
Joyce Johnson-Resident  
Veronica Charbonneau-Resident  
Dan Lewis-Resident  
Joan Bartley-Resident  
Susan Cicero-Secretary/Resident

Guest: Robin Green—Councillor at Large

Staff: Matt Simeon-Public Works/Fire Chief

### APPROVAL OF AGENDA

#### Resolution #24-01

Moved by: Heather Pelky

Seconded by: Joyce Johnson

BE IT RESOLVED: That the Cemetery Committee approve the agenda for the May 2, 2024 meeting.

CARRIED

### DISCLOSURES OF PECUNIARY INTEREST

Nil

### APPROVAL OF PREVIOUS MINUTES

Nil

### REPORTS AND MOTIONS FROM COMMITTEE MEMBERS

a- Election of Chairperson

#### RESOLUTION # 24-02

Moved by: Dan Lewis

Seconded by: Veronica Charbonneau

BE IT RESOLVED: That the Cemetery Committee appoint Heather Pelky as new Chair.

CARRIED

- b- Election of Secretary  
**RESOLUTION # 24-03**  
Moved by: Richard Welburn  
Seconded by: Veronica Charbonneau  
BE IT RESOLVED: That the Cemetery Committee appoint Susan Cicero as interim Secretary.

CARRIED

- c- Who does work at cemetery  
**RESOLUTION # 24-04**  
Moved by: Richard Welburn  
Seconded by: Dan Lewis  
BE IT RESOLVED: That the Cemetery committee receive the information on Care of Plots and request further clarification on what volunteers can do.

CARRIED

- d- Cemetery Budget  
**RESOLUTION #24-05**  
Moved by: Veronica Charbonneau  
Seconded by: Joyce Johnson  
BE IT RESOLVED: That the Cemetery Committee request the Budget information for the 2024 fiscal year and be supplied with quarterly reports.

CARRIED

- e- Tree Removal  
**RESOLUTION # 24-06**  
Moved by: Joyce Johnson  
Seconded by: Dan Lewis  
BE IT RESOLVED: That the Cemetery Committee recommend to Council to accept the quote From Sault Tree Experts for the removal of 3 trees only in the amount of \$950.

CARRIED

- RESOLUTION # 24-07**  
Moved by: Dan Lewis  
Seconded by: Susan Cicero  
BE IT RESOLVED: That the Cemetery Committee recommend to Council to get a quote from Sault Tree Experts to remove the 2 additional trees.

CARRIED

- f- Committee Procedure  
**RESOLUTION # 24-08**  
Moved by: Richard Welburn  
Seconded by: Susan Cicero  
BE IT RESOLVED: That the Cemetery Committee receive the information, that the procedure to follow, is the Township of the North Shore Procedural By-law.

CARRIED

- g- Gardening/Beautification work plan for term of committee  
**RESOLUTION # 24-09**  
Moved by: Dan Lewis  
Seconded by: Veronica Charbonneau  
BE IT RESOLVED: That the Cemetery committee request permission for volunteers to rake and plant flowers and general clean up at the cemetery.

CARRIED

h- Veteran's Memorial Funding

RESOLUTION # 24-10

Moved by: Joyce Johnson

Seconded by: Joan Bartley

BE IT RESOLVED: That the Cemetery Committee recommend to Council to apply for the Community War Memorial funding.

CARRIED

i- Annual Report on funds in Cemetery Account

RESOLUTION #24-11

Moved by: Veronica Charbonneau

Seconded by: Joyce Johnson

BE IT RESOLVED: That the Cemetery Committee request the annual fiscal report indicating revenue, expenses, interest and account balance for 2023 to present.

CARRIED

NEXT MEETING

RESOLUTION # 24-12

Moved by: Susan Cicero

Seconded by: Joyce Johnson

BE IT RESOLVED: That the next Cemetery Committee meeting be held on Thursday June 6, 2024 at 1 p.m. at the Township office.

CARRIED

ADJOURNMENT

RESOLUTION 24-13

Moved by: Veronica Charbonneau

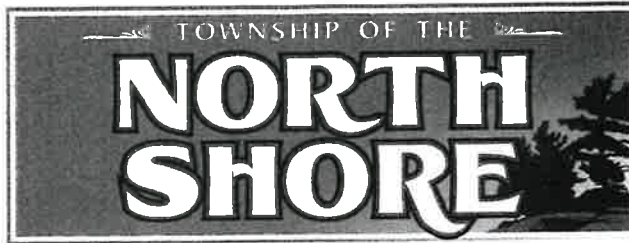
Seconded by: Joyce Johnson

BE IT RESOLVED: That the Cemetery Committee adjourn the meeting at 3:39 p.m.

CARRIED

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Chair, Heather Pelky

\_\_\_\_\_  
Interim Secretary, Susan Cicero



5b)

COPY

Resolution # 143

PO Box 108, Algoma Mills, ON P0R 1A0  
(705) 849-2213 (705) 461-1821

REGULAR COUNCIL MEETING

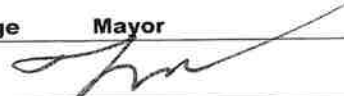
MEETING DATE: May 15<sup>th</sup>, 2024

AGENDA ITEM(S): 7a

MOVED BY: R. Green

SECONDED BY: T. Simon

**BE IT RESOLVED:** That Council approves the Cemetery Committee recommendations to accept the provided quote for tree removal of three trees at the Algoma Mills Cemetery in the amount of \$950 plus HST, to direct staff to contact Sault Tree Experts to begin the tree removal, and to direct staff to obtain and provide a second quote to remove the remaining 2 trees, and to direct staff to add 2 additional tree removals per Township policy

Conflict of Interest disclosed by :		Ward 1	Ward 2	Ward 3	At Large	Mayor
Seat Vacated : Y                      N			Recorded Vote Requested by :			
Recorded Vote : (Y) ea,    (N) ay,		Ward 1	Ward 2	Ward 3	At Large	Mayor
DEFEATED	DEFERRED	CARRIED	✓			

MAYOR or CHAIR or (Acting)



50)

COPY

Resolution # 144

PO Box 108, Algoma Mills, ON P0R 1A0  
(705) 849-2213 (705) 461-1821

REGULAR COUNCIL MEETING

MEETING DATE: May 15<sup>th</sup>, 2024

AGENDA ITEM(S): 7b)

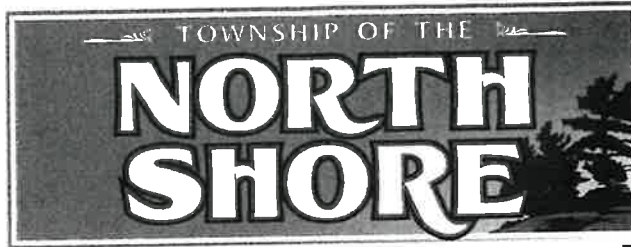
MOVED BY: R. Green

SECONDED BY: L. Menard

**BE IT RESOLVED** That Council approves the Cemetery Committee recommendations to receive the 2024 Budget information regarding the Cemetery once the budget has passed, that staff provide the Cemetery Committee with Quarterly reports regarding the Cemetery at their next scheduled meeting after Council receives the Quarterly reports, and that Council direct staff to provide the Cemetery Committee with an annual fiscal report regarding the Cemetery Department.

Conflict of Interest disclosed by :		Ward 1	Ward 2	Ward 3	At Large	Mayor
Seat Vacated : Y      N			Recorded Vote Requested by :			
Recorded Vote : (Y) ea, (N) ay,		Ward 1	Ward 2	Ward 3	At Large	Mayor
DEFEATED	DEFERRED	CARRIED	✓			

MAYOR or CHAIR or (Acting)



5d)

COPY

Resolution # 145

PO Box 108, Algoma Mills, ON P0R 1A0  
(705) 849-2213 (705) 461-1821

REGULAR COUNCIL MEETING

MEETING DATE: May 15<sup>th</sup>, 2024

AGENDA ITEM(S): 7c)

MOVED BY: T. Simon

SECONDED BY: R. Welburn

**BE IT RESOLVED** That Council approves the Cemetery Committee recommendations for staff to forward information regarding Care for Plots to the Committee, that Council give the Cemetery Committee permission to rake and plant flowers and provide general clean up at the cemetery, and that Council approves the staff recommendation that all Committee and Volunteers fill out a liability form before volunteering and direct staff to provide the Committee with an updated waiver of liability form for the Committee's next scheduled meeting.

Conflict of Interest disclosed by :		Ward 1	Ward 2	Ward 3	At Large	Mayor
Seat Vacated : Y      N		Recorded Vote Requested by :				
Recorded Vote : (Y) ea,    (N) ay,		Ward 1	Ward 2	Ward 3	At Large	Mayor
DEFEATED	DEFERRED	CARRIED	✓			
MAYOR or CHAIR or (Acting)						



**RELEASE AND WAIVER OF LIABILITY AGREEMENT**

In consideration of participating in \_\_\_\_\_ (the "event"), I represent that I understand the nature of the Event and that I am qualified, in good health and in proper physical condition to participate in the Event. I also acknowledge and agree that if I believe the conditions surrounding the Event are unsafe, I will immediately discontinue participation in the Event.

I fully understand that the Event involves risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own or others actions, or inactions, or those of others participating in the Event, the conditions in which the Event takes place or the negligence of the "Releasees" named below; and that there may be other risks, either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs, and damages I incur as a result of my participation in the Event.

I hereby release and discharge the Township of The North Shore \_\_\_\_\_ Committee, the Township of The North Shore and their respective administrators, directors, agents, officers, volunteers, and employees, other participants, and sponsors, advertisers, and if applicable, owners and lessors of the premises, (each considered one of the "RELEASEES" herein) from any liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations; and I further agree that if, despite this release, waiver of liability, and assumption of risk, I or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the Releasees from any loss, liability, damage, or cost which any may incur as the result of such claim.

During the volunteer term and in the performance of the volunteer activities:

- a) The Township's liability insurance protects both the Township and the volunteer against claims from third parties while the volunteer is performing volunteer activities. This does not cover loss or damage to the volunteer's property. There is no cost to the volunteer for this liability coverage.
- b) Volunteers are not authorized to use Township vehicles. The Township does not provide auto liability coverage for a volunteer's personal vehicle driven on behalf of the Township during their volunteering duties.
- c) The Workplace Safety and Insurance Board does not provide coverage for volunteers. Any person incurring injury or illness while volunteering will not be covered by the Township's WSIB policy.
- d) The Township does not provide volunteers with insurance for accidental death or dismemberment, nor for medical and dental expenses, nor wage loss as a result of an accident incurred by the volunteers. There is no group life insurance provided to volunteers.

I have read this RELEASE AND WAIVER OF LIABILITY AGREEMENT, and understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

\_\_\_\_\_  
Printed name of participant

\_\_\_\_\_  
Position/Company Name

\_\_\_\_\_  
Signature of participant

\_\_\_\_\_  
Date (MM/DD/YYYY)



## Care and Maintenance Funds ensure cemeteries are maintained for their communities

6 Feb 2024

### Consumer FYI



*By Jim Cassimatis  
Interim CEO/Registrar  
Bereavement Authority of Ontario*

Cemeteries are well maintained in perpetuity thanks to companies, municipalities, religious organizations, and volunteers following the law and serving their communities. Generational maintenance of a cemetery is reinforced by the legally required contributions to a Care and Maintenance Fund or Account by all owners and operators of licensed cemeteries. All cemeteries must be licensed, as per provincial law.

The fund makes sure that they are all maintained to be in safe and accessible condition for you and your family to have a respectful place to grieve and reflect.

Cemeteries come in all shapes and sizes from modest burial sites for a few family members at a farm to large corporation-owned or city-owned cemeteries, where multiple thousands are buried and grieved by their substantial communities.

Many municipalities operate their own cemeteries and assume responsibility for others that become neglected or forgotten. I thank them for their civic duty.

Scores of those abandoned cemeteries predate provincial legislation, regulations mandating their maintenance, and a long-term funding mechanism to cover costs.

#### **It's a trust fund**

Contributions by cemetery operators to the fund became mandatory in Ontario in 1955.

A percentage of the price paid by consumers for interment or scattering rights is put into the Care and Maintenance Fund or Account, which is a trust fund for the upkeep of a cemetery in perpetuity. That's why it was once called the 'Perpetual Care' fund.

The trust fund's purpose is to ensure there is money available to maintain the cemetery for future generations, including after a cemetery no longer has new burials nor the revenue that comes with them from the sale of interment rights.

*(People buy interment rights to require or direct the interment of human remains in a cemetery lot, or the disinterment of human remains from that lot. 'Interment' includes burial of human remains, including the placement of the remains in a 'lot' – a grave, crypt or niche in a columbarium. Read page five of our [BAO Consumer Information Guide](#) for more definitions of bereavement sector terms.)*

Without the fund, cemeteries would eventually fall into disrepair, become unusable and eventually unknown to their communities.

## What it pays for

The interest or income from the fund is used to pay for cemetery care and maintenance including:

- Preservation of columbariums, mausoleums, crypts
- Seeding and leveling of lots and scattering grounds
- Mowing the lawn
- Landscaping
- Maintenance of roads, sewers, and water systems
- Maintenance of equipment, buildings
- Future expansion and development of the cemetery

## Establishing a cemetery

When establishing a cemetery, Ontario's *Funeral, Burial and Cremation Services Act, 2002* (FBCSA or the Act) requires that operators become licensed by the Bereavement Authority of Ontario (BAO) and deposit \$165,000 into a Care and Maintenance Fund or Account.

The FBCSA also provides exemptions to cemeteries, at their request, to deposit less than \$165,000 or nothing, into the trust fund. Certain conditions need to be met for this, such as:

- The owner provides evidence satisfactory to the Registrar of the FBCSA, at the BAO, that the cemetery will be maintained in accordance with the Act and regulations, despite the payment of a lesser amount or no payment at all
- The owner provides evidence satisfactory to the Registrar that the municipality has consented to the request
- The cemetery to be established is not a commercial cemetery

## How are fund contributions set?

Contributions to a Care and Maintenance Fund or Account must be made based on the lot prices of a cemetery. Cemeteries are free to set their prices at rates covering the cost of maintenance, including the establishment of the trust fund itself.

All lot prices are required by law to be posted on a cemetery operator's price list, which must be on its public website, if it has one, or in print for consumers.

## Footnote

If you come across what appears to be an abandoned burial site or cemetery, please contact us at [Inspections@TheBAO.ca](mailto:Inspections@TheBAO.ca).

## About the BAO

The Bereavement Authority of Ontario (BAO) is a government delegated authority and not-for-profit corporation administering provisions of the *Funeral, Burial and Cremation Services Act, 2002* (FBCSA) on behalf of the Ministry of Public and Business Service Delivery. Responsible for protection of the public interest, the BAO regulates, ensures compliance with the law, provides resources and services to licensed:

- Funeral establishment operators, directors and preplanners;
- Cemetery, crematorium and alternative disposition operators;
- Transfer service operators; and
- Bereavement sector sales representatives across Ontario.

The BAO is wholly funded by licensee fees (not tax dollars).

Blog - Straight Forward, Notice to the Consumer



5e)  
COPY

Resolution # 146

PO Box 108, Algoma Mills, ON P0R 1A0  
(705) 849-2213 (705) 461-1821

REGULAR COUNCIL MEETING

MEETING DATE: May 15<sup>th</sup>, 2024

AGENDA ITEM(S): 7d)

MOVED BY: L. Menard

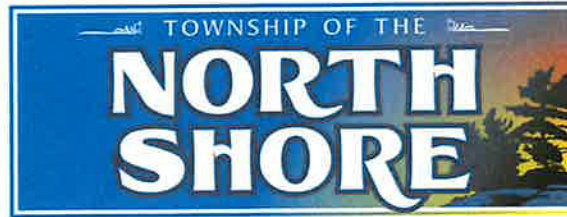
SECONDED BY: T. Simon

**BE IT RESOLVED** That Council approves the Cemetery Committee recommendations to direct staff to apply for the Community War Memorial Funding once more information is received from the Cemetery Committee

Conflict of Interest disclosed by :		Ward 1	Ward 2	Ward 3	At Large	Mayor
Seat Vacated : Y      N			Recorded Vote Requested by :			
Recorded Vote : (Y) ea,    (N) ay,		Ward 1	Ward 2	Ward 3	At Large	Mayor
DEFEATED	DEFERRED	CARRIED	✓			

MAYOR or CHAIR or (Acting)

Jfj

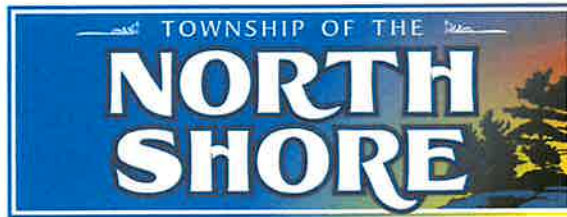


TODAY'S DATE : May 11<sup>th</sup> , 2024  
DATE OF MEETING : June 6<sup>th</sup> , 2024

## Cemetery Committee Report

**SUBJECT: Flower Planter Boxes & Topsoil - discuss and establish the quantity of supplies required**

**RECOMMENDATION: Request approval to purchase flower planters and an adequate amount of topsoil to fill them .**



59)

TODAY'S DATE : May 11<sup>th</sup> , 2024  
DATE OF MEETING : June 6<sup>th</sup>, 2024

## **Cemetery Committee Report**

**SUBJECT:** Cemetery Bylaws - Review and compare Espanola Cemetery Bylaws that expand limitations and/or provide better clarity

**RECOMMENDATION:** Discuss steps to creating a draft copy of modified Bylaws to be provided to the Township of the North Shore Municipal Office for consideration. ( extended time span of 1 to 2 years that would then be forwarded by the Municipality to the Ontario Bereavement Authority for their approval )



**The Corporation of the Town of Espanola**

**By-law No. 2992/20**

**Being a Bylaw to Enact Rules and Regulations  
for the Espanola Cemetery**

**WHEREAS** the Funeral, Burial and Cremation Services Act (2002) provides that the owner of a cemetery may make bylaws affecting the operation of the cemetery;  
and

**NOW THEREFORE** the Council of the Corporation of the Town of Espanola enacts as follows as owner of the Espanola Cemetery:

**1. DEFINITIONS IN THIS BYLAW:**

- (a) **"The Act"** means the Funeral, Burial and Cremation Services Act (FBCSA), 2002, O. Reg. 30/11, and regulations thereunder;
- (b) **"Public Works Department"** means the Town of Espanola Public Works Department;
- (c) **"The Corporation"** means the Corporation of the Town of Espanola;
- (d) **"The Manager"** means the Manager of the Public Works Department or his designate;
- (e) **"Cemetery or Cemetery Operator"** means the Corporation of the Town of Espanola, Public Works Department, or Manager;
- (f) **"Full burial"** means the casket burial of human remains;
- (g) **"Interment"** means the burial of human or cremated remains and includes the placing of human or cremated remains in a lot;
- (h) **"Burial"** means the opening and closing of an in-ground lot or plot for the disposition of human or cremated remains;
- (i) **"Care and Maintenance Fund"** is a requirement under the FBCSA that a prescribed amount or a percentage of the purchase price (excluding tax) of all interments sold; and prescribed amounts for monuments and markers is contributed into the care and maintenance fund. Interest earned from this fund is used to provide care and maintenance of lots, plots, markers and monuments at the cemetery;
- (j) **"Grave/Lot"** means any single in-ground burial space intended for the interment of a human or cremated remains;
- (k) **"Interment Right"** means the right to require or direct the interment of human or cremated human remains in a grave, lot, niche or crypt and direct the associated memorialization;
- (l) **"Interment Rights Certificate"** means the document issued by the Cemetery to the purchaser once the interment rights have been paid in full, identifying ownership of the interment rights;
- (m) **"Interment Rights Holder"** means any person designated to hold the right to inter human remains and direct memorialization in a specified lot as registered with the Town of Espanola;
- (n) **"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;
- (o) **"Monument"** means any permanent memorial projecting above the ground installed within the designated space to mark the location of a burial or lot;
- (p) **"Resident"** means any person who:
  - 1. Resides in the municipality
  - 2. Is the owner or tenant of land in the Municipality or the spouse of such a person
  - 3. Is a resident receiving chronic health care in another municipality.

**2. HOURS OF OPERATION:**

- (a) Cemetery Visitation Hours: Regular daylight hours.

- (b) Cemetery Operator Office Hours: Monday to Friday from 8:00am – 4:00pm. Office is closed between 12:00pm – 1:00pm.
- (c) Burial Hours: 8:00am – 2:30pm for cremation burial and 8:00am-2:00pm for full burials on Monday to Friday. Burials not within these days/hours are subject to additional fees. No burials shall be made on a Sunday with the exception of a written order of the Medical Officer of Health for the Municipality.

**3. GENERAL CONDUCT:**

- (a) The cemetery operator reserves full control over the cemetery operations and management of land within the cemetery grounds.
- (b) No person may damage, destroy, remove or deface any property within the cemetery.
- (c) All visitors and contractors should conduct themselves in a quiet manner that shall not disturb any service being held.

**4. LIABILITY:**

- (a) 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, grave, columbarium, niche, mausoleum, crypt, monument, marker, lot decoration, 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.

**5. PUBLIC REGISTER:**

- (a) Provincial legislation – Section 110 of Ontario Regulation 30/11 requires all cemeteries to maintain a public register that is available to the public. Available for viewing at the Cemetery Operator Office at 596 Second Ave. during regular hours of operation.

**6. PETS OR OTHER ANIMALS:**

- (a) Burial of pets or other animal remains are prohibited in cemetery grounds.
- (b) Domestic animals are prohibited in the cemetery grounds.
- (c) Feeding of wildlife is prohibited in the cemetery grounds

**7. RIGHT TO RE-SURVEY:**

- (a) The cemetery operator 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.

**8. SALE & OWNERSHIP OF INTERMENT RIGHTS:**

- (a) Interment Rights may only be sold by the cemetery operator.
- (b) All prices for cemetery lots and services shall be as set out in the most recent Fees & Charges By-law. Prices for lots shall include the applicable portion for deposit to the Cemetery's Care and Maintenance Fund.
- (c) Purchasers of lots are interment rights holders and acquire only the right to direct the interment or burial of human remains, and the installation of monuments, markers and inscriptions, subject to the conditions set out in the cemetery by-law.
- (d) No burial, installation of any monument, marker, inscription, or memorialization is permitted until the interment rights have been paid in full.
- (e) An interment rights certificate will be issued to the interment rights holder(s) when payment has been made in full.
- (f) The purchase of a lot - interment rights is not a purchase of real estate or real property. Ownership of all cemetery land remains vested with the Corporation at all times.
- (g) At the time of sale, the Cemetery Operator shall provide each interment rights holder with:
  1. Copy of the Cemetery Bylaw
  2. Certificate of Interment Rights/Contract
  3. Consumer Information Guide
  4. Receipt

- (h) A purchaser has the right to cancel an interment rights contract within thirty (30) days of purchasing the interment rights, by providing written notice of the cancellation to the cemetery operator. The cemetery operator will refund all monies paid less an administration fee by the purchaser within thirty (30) days from the date of the request for cancellation. The interment rights certificate that has been issued to the interment rights holder(s) must be returned to the cemetery operator along with the written notice of cancellation.
- (i) If any portion of the interment rights has been exercised, the interment rights holder(s) is not entitled to cancel the interment rights contract.

**9. RE-SALE OR TRANSFER OF INTERMENT RIGHTS:**

- (a) Third party resale of interment rights is prohibited. Interment Rights may only be sold by the Cemetery Operator.
  - a. If a rights holder(s) wishes to re-sell the interment rights back to the cemetery operator, the interment rights holder(s) must make the request to the cemetery operator in writing. The cemetery operator will repurchase the interment right at the price listed on the cemetery operator's current price list less the Care & Maintenance Fund contribution made at the time of purchase and less an administration fee. The re-purchase and payment to the rights holder requesting the sale must be completed within 30 days of the request.
  - b. The interment rights holder requesting the resale of the rights must return the interment rights certificate to the cemetery operator and the interment rights holder(s) must endorse the interment rights certificate, transferring all rights, title and interest back to the cemetery operator. The appropriate paperwork must be completed before the cemetery operator reimburses the rights holder(s).
  - c. An interment rights holder may transfer interment rights to another person. The original interment rights holder must return the original interment rights certificate to the cemetery operator before a new certificate can be created.
  - d. If any portion of the interment rights has been exercised, the interment rights holder(s) is not entitled to re-sell the interment rights.
- (b) Interment rights are not automatically inherited when the interment rights holder dies.
- (c) If the interment rights holder is deceased, the cemetery may grant a transfer of interment rights to an applicant if the appropriate documentation is provided.
  - a. The interment Rights holder's last will that identifies a beneficiary as successor for the interment rights or the estate's residual assets.
  - b. If there was no will, succession law applies and any new rights holders (minimum 18 years of age) will be established in the following order:
    - i. Children - if no children, then,
    - ii. Grandchildren - if no grandchildren, then,
    - iii. Great-grandchildren - if no great grandchildren, then,
    - iv. Parents - if no parents, then,
    - v. Brothers & Sisters - if no brothers or sisters, then,
    - vi. Grandparents - if no grandparents, then,
    - vii. Uncles and aunts, nieces and nephews.
  - c. If there are multiple successors in the same class, the applicant must obtain letters from other living successors identifying themselves as successors and releasing themselves from any claims on the interment rights.
  - d. If an applicant is considered to be in a lower class than other living successors, the applicant must provide letters from living successors in their class as well as all upper classes identifying themselves as successors and releasing themselves from any claims on the interment rights. These letters must be commissioned by a Commissioner of Oath.
  - e. An affidavit must be signed by the applicant.
  - f. If letters cannot be provided and there is no will, the interment rights may not be transferred.



- (d) When interment rights have been transferred, a new certificate will be issued to the new interment rights holder and the previous interment certificate will become void.

#### **10. BURIAL OF HUMAN OR CREMATED REMAINS**

- (a) Interment rights holder(s) shall provide written authorization prior to a burial taking place. Should the interment rights holder be the deceased, no authorization is required.
- (b) 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, or a certificate of cremation must be submitted to the cemetery office prior to the burial of cremated remains taking place.
- (c) A "Burial Order" form, providing such information as may be required by the cemetery operator for the completion of the burial and the public register prior to each burial of human or cremated remains.
- (d) Payment must be made to the Town of Espanola prior to a burial taking place.
- (e) The cemetery shall be given 24 business hours of notice for each burial of human or cremated remains. Notices of intent received outside of business hours for interments are subject to additional fees.
- (f) The opening and closing of graves may only be conducted by cemetery staff or those designated to do work on behalf of the cemetery.
- (g) No burials shall be allowed to take place in the cemetery outside of the normal burial hours of the cemetery unless special arrangements are made with the Cemetery Operator and are subject to additional fees.
- (h) No burials shall be made on a Sunday with the exception of a written order of the Medical Officer of Health for the Municipality.
- (i) Cremated remains are not permitted to be scattered on a grave or in the cemetery.
- (j) Human and cremated 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. In special circumstances, the removal of human remains may also be ordered by certain public officials as per the Act without the consent of the interment rights holder and/or next of kin(s).
- (k) Where the first burial is a casket, no more than six (6) cremation burials shall be placed on top of one casket in a single plot.
- (l) No more than four (4) cremation burials shall be allowed on a cremation-only sized plot.
- (m) The Cemetery Operator requires the following documentation for:
  - a. Interment:
    - i. Burial of human remains:
      1. Burial Order
      2. Burial Permit – Proof of Registration of Death
      3. Written consent if the deceased is not the interment rights holder
      4. Payment
    - ii. Burial of cremated remains:
      1. Burial order
      2. Cremation certificate
      3. Cremation layout diagram
      4. Written consent if the deceased is not the interment rights holder
      5. Payment
    - iii. Written instruction from a social services administrator must be submitted to the cemetery operator before a burial assisted by a social services agency may take place.
  - b. Disinterment of:
    - i. Human remains:
      1. Written consent from the Medical Officer of Health
      2. Court Order or written consent of the interment rights holder

3. Payment
- ii. Cremated remains:
  1. Court order or written consent of the interment rights holder
  2. Payment
- iii. Monument Installation:
  1. Monument application form
  2. Permit
  3. Written consent if the deceased is not the interment rights holder
  4. Payment (if required)

## 11. MARKERS & MONUMENTS

- (a) No marker, monument or other structure shall be erected or permitted on a lot until a "Monument Application Form" has been completed, all charges have been paid in full, and a monument permit has been issued. A monument 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.
- (b) No monument, footstone, marker or memorial of any description shall be placed, moved, altered, or removed without permission from the cemetery operator.
- (c) Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered to be normal wear.
- (d) The cemetery operator will take reasonable precautions to protect but assumes no liability for the loss of, or damage to, any monument, marker, or other structure, or part thereof.
- (e) 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.
- (f) 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.
- (g) The cemetery operator retains the right to temporarily relocate a monument or marker so that cemetery operations, involving a burial can take place.
- (h) 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.
- (i) In keeping with the cemetery by-laws, only one monument shall be erected within the designated space on any lot.
- (j) The minimum thickness for flat markers including footstones is 4 inches or 10 cm.
- (k) Only one upright monument and up to six flat markers are permitted on each single lot.
- (l) Only one flat marker is permitted on a cremation lot.
- (m) All flat markers shall be installed flush to the surface of the ground.
- (n) An upright monument, including the base, is restricted to a maximum height of four (4) feet.
- (o) All monuments, markers and cornerstones must be of good quality granite, marble or other natural stone adapted to such purposes, real bronze and stainless steel. Special consideration for monuments not constructed from the above materials must be submitted to the Cemetery Operator.
- (p) Monuments to be erected for or by lot owners shall be set upon an adequate foundation of a good quality concrete, granite, marble or other natural stone of a minimum depth of 15.24cm (6 inches). All foundations must be flushed to the ground and shall be 5.08cm (2 inches) less than the width of the lot that it is being set on and not have a length greater than 60.9cm (24 inches) from the head of the lot. The foundation must be a minimum of 7.62cm (3 inches) wider than the monument base in the front, back and 5.08cm (2 inches) sides.
- (q) Temporary markers are only permitted for a period of one year and must be approved by the Cemetery Operator prior to installation.

- (r) Temporary nameplates provided by the Cemetery Operator will only remain on gravesites for a period of one year. All maintenance, repairs and vandalism of monuments are the responsibility of the plot owner.
- (s) No work shall be carried out on any lot in the cemetery without permission from the Cemetery Operator.

## **12. LOT DECORATIONS:**

- (a) Flowers placed on a grave for a funeral shall be removed by the cemetery staff after a reasonable time (7 days) to protect the sod and maintain the tidy appearance of the cemetery.
- (b) Only one of the following lot decorations shall be permitted on a single lot:
  - i. One artificial flower arrangement is permitted and is restricted to the area immediately adjacent to the monument.
  - ii. One-rod iron plant hanger may be erected and is restricted to the area immediately adjacent to the monument. Only one floral arrangement per hanger is permitted.
- (c) Evergreen shrubs, maximum 2 feet in spread (Little Gem Spruce, Alberta Globe Spruce), may be planted and are restricted to the area immediately adjacent to the monument. Shrubs may only be planted on double plots that have one shared monument.
- (d) If any shrubs or other permitted memorial artefacts encroach on adjacent lots, the Cemetery Operator may trim or remove without replacement. It is the owner's responsibility to maintain any shrubs planted.
- (e) The following items are prohibited in or around lots, but not limited to the following, the erection of boarders, fences, railings, walls, decorative stones, hedges, solar lights and flowerbeds.
- (f) The Cemetery Operator 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.
- (g) Any items placed on lots are the sole responsibility of the interment rights holder. The Cemetery Operator is not responsible for the loss of or damage to any articles placed within the cemetery.
- (h) 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.
- (i) No person shall plant trees, flower beds or shrubs within the cemetery grounds except with the approval of the cemetery.
- (j) No work shall be carried out on any lot in the cemetery without permission from the Cemetery Operator.
- (k) The Cemetery Operator reserves the right to correct any breach of the rules and to remove any non-compliant, withered or abandoned memorial artefacts.

## **13. CARE & MAINTENANCE:**

- (a) A portion of the price of interment 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 columbarium
 Repairs and general upkeep of cemetery maintenance buildings and equipment.

## **14. CONTRACTORS/MONUMENT DEALERS**

- (a) 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: 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, the location of the work to be performed. 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.

- (b) Prior to the start of any work, contractors must provide proof of:
  - i. WSIB coverage
  - ii. Occupational Health and Safety compliance standards
  - iii. Environmental Protection
  - iv. WHMIS
  - v. Certificate of liability insurance of not less than \$5 million.
- (c) All cemetery by-laws apply to all contractors and all work carried out by contractors within the cemetery grounds.
- (d) 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.
- (e) No work will be performed at the cemetery except during the regular business hours of the cemetery.
- (f) 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.
- (g) 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.

**15. BYLAW CONTRAVENTIONS:**

- (a) Any person who contravenes any of the provisions of this bylaw is guilty of an offence and upon conviction is liable to a fine as provided for in the Provincial Offences Act.

**16. EFFECTIVE DATE:**

- (a) Upon approval of the Registrar, Funeral, Burial and Cremation Services Act, 2002, Bereavement Authority of Ontario.

**17. PREVIOUS BYLAWS:**

- (a) Bylaws 1534/01, 1589/02, 1841/05 and 1973/07 are hereby repealed.

Read a first, second and third time and finally passed in open Council on this 13th day of October, 2020.

  
\_\_\_\_\_  
Jill Beer  
Mayor

  
\_\_\_\_\_  
Paula Roque  
Clerk

<b>BAO</b> BEREAVEMENT AUTHORITY OF ONTARIO	
L'AUTORITÉ DES SERVICES FUNÉRAIRES ET CIMETIÈRES DE L'ONTARIO	
<b>APPROVED</b>	<b>APPROUVÉ</b>
In accordance with the <i>Funeral, Burial and Cremation Services Act,</i> 2002	Conformément à la Loi de 2002 sur les services funéraires et les services d'enterrement et de crémation
Date of Approval/ Date de l'approbation	November 24, 2020
File/Licence No. Numéro de Fiche/Permis	3303290 04072
By/ Par	

Sh)



TODAY'S DATE : May 11<sup>th</sup> , 2024  
DATE OF MEETING : June 6<sup>th</sup> , 2024

## Cemetery Committee Report

**SUBJECT: Chain Link Fencing – discuss and establish quantity of materials required**

**RECOMMENDATION: Request approval to purchase black chain link fencing and required hardware to replace the section that fronts onto Hwy # 538**

51)



TODAY'S DATE : May 11<sup>th</sup> , 2024  
DATE OF MEETING : June 6<sup>th</sup> , 2024

## Cemetery Committee Report

**SUBJECT: Volunteer Workers – discuss the need for Liability Forms so tasks can be undertaken**

**RECOMMENDATION: - establish who will represent the Cemetery Committee to meet with the Municipality if/as required to determine what Forms are required and who will develop them :  
ie; ) 1). Liability Waiver Form , 2). Memorandum of Understanding Form and/or 3). Scope of Work Form that would define tasks that can done and tools that can be used to perform the work.**

Sj)



TODAY'S DATE May 17,2024

DATE OF MEETING: JUNE 6, 2024

## Cemetery Committee Report

**SUBJECT: TREE REMOVAL—USE OF WOOD**

**RECOMMENDATION:** to discuss a Committee member take on the project to see if someone will cut the wood for free or find out cost. Where can the wood be stored once cut as it take approximately 3 months to dry. Look into see who would build benches and at what cost.

Prepared/Submitted by: Heather Pelky, CHAIRPERSON for Veronica Charbonneau, COMMITTEE MEMBER