

THE CORPORATION OF THE TOWNSHIP OF STRONG

CEMETERIES RULES & REGULATIONS BY-LAW

BY-LAW 2021-027

Being a by-law to establish the maintenance, management, regulation and control of the Strong, Pevensey and the Berriedale Cemeteries.

WHEREAS the Corporation of the Township of Strong has established the Strong Cemetery upon those lands more particularly described as Concession 11, Part Lot 21, located at 390 High Street, in the Township of Strong,

WHEREAS the Corporation of the Township of Strong has established the Berriedale Cemetery upon those lands more particularly described as Concession 1, Part Lot 10, 42R3768, Part 9 and 10, located at 202 Pevensey Road, in the Township of Strong,

WHEREAS the Corporation of the Township of Strong has established the Pevensey Cemetery upon those lands more particularly described as Concession 1, Part Lot 31, PCL 422 PS, located at 2015 Pevensey Road, in the Township of Strong;

WHEREAS it is desirable and expedient to make provisions for the care and control of the above cemeteries; and

WHEREAS Section 150 of *Ontario Regulation 30/11* made under the *Funeral, Burial and Cremation Services Act*, 2002, S.O. 2002, c.33, as amended provides that the owner of every cemetery may pass by-laws governing the operation of the cemeteries;

WHEREAS no such by-law comes into force or takes effect until it is filed with, and approved by the Registrar under section 151 of *Ontario Regulation 30/11* made under the *Funeral, Burial and Cremation Services Act*, 2002, S.O. 2002, c.33, as amended; and

WHEREAS Section 8 of the Municipal Act S.O. 2001, Chap. C25 provides that the Council of every municipal corporation may pass by-laws providing for the use by the public of lands of which the corporation is the owner and for the regulation of such use and the protection of such lands;

NOW THEREFORE BE IT RESOLVED THE CORPORATION OF THE CORPORATION OF THE TOWNSHIP OF STRONG HEREBY ENACTS AS FOLLOWS:

1. DEFINITIONS

For the purposes of this by-law, and any forms, contracts or policies prepared in relation to this by-law:

ACT: shall mean the *Funeral, Burial and Cremation Services Act*, 2002, as amended and the Regulations thereto.

ADULT LOT: shall mean a lot intended for the burial of adults and/or cremated remains.

BURIAL: shall mean the opening and closing of an in ground lot for the disposition of human remains or cremated human remains.

BY-LAW: shall mean the rules and regulations under which the Cemetery (and/or Crematorium) operates.

CARE AND MAINTENANCE FUND: shall mean a requirement under the Funeral, Burial and Cremation Services Act, 2002 (FBCSA) and Ontario Regulation 30/11 and 184/12 (O. Reg. 30/11 & 184/12) that a prescribed amount or a percentage of the purchase price (excluding tax) of all interment and scattering rights sold, transferred, assigned or permitted; and prescribed amounts for monuments and markers, is contributed into the care and maintenance fund. If no scattering rights are sold but scattering is permitted a prescribed amount must be contributed to the fund when the scattering is conducted. Interest earned from this fund is used to provide care and maintenance of lots, plots, markers and monuments at the cemetery.

CARETAKER: shall mean the person hired to care and maintain and oversee burials at each cemetery.

CEMETERY: shall mean each cemetery operated by the Corporation of the Township of Strong including: Strong Cemetery, Berriedale Cemetery and Pevensey Cemetery.

CEMETERY OPERATOR: shall mean the Corporation of the Township of Strong.

CERTIFICATE OF INTERMENT RIGHTS: shall mean the certificate or deed issued by the Township of Strong to the purchaser, once Interment Rights have been paid in full, of the right to inter human remains in a lot, identifying the ownership of the Interment Rights.

CONTRACT: shall mean for purposes of these by-laws, all purchasers of interment or scattering rights, or other cemetery supplies and services must receive a copy of the contract they and the cemetery operator have signed detailing the obligations of both parties, and acknowledging receipt and acceptance of the cemetery by-laws, a copy of the Consumer Information Guide and the Price List..

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.

COUNCIL: shall mean the Council of The Corporation of the Township of Strong.

CREMATED REMAINS LOT: shall mean a lot intended for the in-ground interment of cremated remains.

GRAVE: (Also known as Lot) means any inground burial space intended for the interment of a child, adult or cremated human remains.

INTERMENT: (Burial) shall mean the opening and closing of an in-ground lot for the disposition of human or cremated human remains.

INTERMENT RIGHTS: shall mean the right to require or direct the interment of human remains or cremated human remains in a grave or lot and direct the associated memorialization.

INTERMENT RIGHTS HOLDER: any person designated to hold the right to inter human remains in a specified lot.

LOT: (also known as plot or grave) shall mean any in ground burial space intended for the interment of human or cremated human remains.

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.

MASTER PLAN: in respect of each cemetery shall mean the applicable plan of the cemetery filed with the Registrar showing the division of the cemetery into lots and describing the restrictions on use, if any, which relate to the lots.

MONUMENT: shall mean any permanent memorial structure projecting above the ground installed within the designated space and used to mark the location of a burial lot.

MUNICIPALITY: shall mean The Corporation of the Township of Strong.

PERSONAL REPRESENTATIVE: shall mean an executor, executrix, administrator or administrator with will annexed of the estate of a deceased individual or the attorney by power of attorney of a living individual.

PETS or OTHER ANIMALS: shall mean pets or other animals, including cremated animal remains.

PLOT: each individual parcel for which an Interment Rights Certificate has been issued or an area of land in the cemetery containing, or set aside to contain human remains.

POLICY or POLICIES: shall mean such policies regarding cemeteries within the Township of Strong which may be adopted by Council from time to time.

PROCEDURE or PROCEDURES: shall mean such procedures regarding cemeteries within the Township of Strong which may be adopted by the Municipality from time to time.

RATES: Subject to the Funeral, Burial and Cremation Services Act, 2002 and the regulations made thereunder, Council shall adopt a 'Tariff of Fees By-law' to regulate the fees and charges to be paid by persons purchasing lots in the said cemetery or requiring services to be performed therein. Such Tariff Fees By-law may be amended by Council as it, from time to time, deems fit.

REGISTRAR: shall mean the Registrar appointed under the Act.

TRANSFER: shall mean a gift, a bequest or any other transfer made.

UPRIGHT MONUMENT BASE: shall mean the portion of the upright monument, constructed of granite, marble or bronze and set on the concrete upright foundation to provide stability for the upright monument.

UPRIGHT MONUMENT FOUNDATION: shall mean the in-ground concrete foundation, constructed the equivalent size of the upright monument base.

VAULT: shall mean an underground burial container.

2. ADMINISTRATION (Organization #3294139)

2.1. Cemetery Hours of Operation

Interment Rights Holders and the general public can visit the cemeteries within the Township of Strong every day during daylight hours.

- (a) Strong Cemetery (license #0315): 390 High Street in Strong.
- (b) Berriedale Cemetery (license #03156): 2015 Pevensey Road in Strong.
- (c) Pevensey Cemetery (license #03154): 202 Pevensey Road in Strong.

2.2. Office Hours

The Strong Administration Office is open between 8:30 a.m. and 4:00 p.m. on Mondays through Fridays excluding statutory holidays and other days on which the municipal office is not open for business.

2.3. Interment Hours

Interments will be carried out between the hours of 8:30 a.m. and 4:30 p.m. Monday through Friday. Additional service charges will apply for interments arriving at the cemetery after 4:30 p.m. and/or cemetery services which extend past 5:30 p.m.

Arrangements can be made at the Strong Administration Office for burials on Saturdays, Sundays or Statutory Holidays and other days on which the municipal offices are not open for business, knowing that such arrangements will be subject to additional service charges according to the Cemetery Fees Schedule and subject to staff availability.

2.4. General Conduct

The cemetery operator reserves full control over the cemetery operations and management of land within the cemetery grounds. All cemeteries are owned by the Municipality. 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. Interment Rights Holders and public visitors enjoy the use of the cemetery at their own risk and shall be governed by the following:

- a) Vehicles: No vehicle of any kind will be allowed in any part of the cemetery except on the roadways, without the permission of the Administrator. No person may drive any vehicle at a speed **in excess of 15 kilometres per hour**. The owners of vehicles which cause damage to the cemetery shall be liable to the Municipality for the cost of repair of any damage caused by their vehicle.
- b) Firearms: No person shall bring into or discharge firearms in the cemeteries.
- c) Dogs, Cats, Pets, etc.: No person shall permit a dog, cat, horse or other pet to enter into or remain within a cemetery. A Guide or Service animal, that has been bred and trained, to assist a physically challenged individual will be allowed in the cemeteries. The owner is responsible for cleaning up after their pet.
- d) No Damages to Property: No person shall pick or direct a person to pick flowers or any other plants, wild or cultivated, or break or damage in any way any tree, shrub or plant in the cemetery, or write upon, deface, or cause damage in any way to any marker, fence or other structure in the cemeteries.
- e) Soliciting: No person shall solicit in any manner within the cemeteries.
- f) Conduct on Cemetery Property: Visitors to the cemetery shall behave in a manner in keeping with the dignity of the cemetery. Persons behaving in a manner which is not in keeping with the dignity of the cemetery shall be required to leave the cemetery.
- g) Alcohol/Drugs: No person shall bring alcohol or illegal drugs into any cemetery.
- h) Encroachment: No person shall cause or permit any encroachment onto cemetery lands including, but not limited to, compost piles or compost containers, woodpiles, fences, gates, sheds or any other buildings.
- i) Municipal Empowerment: Cemetery staff are empowered to preserve order, dignity and decorum in the cemeteries.

2.5. Liability

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, plot, monument, marker, or other article that has been placed in relation to an interment or scattering right save and except for direct loss or damage caused by gross negligence of the cemetery.

The Municipality only assumes liability if, during the course of performing routine cemetery operations, the Municipality or its employees should cause damage to any Lot or Markers.

The Municipality is not responsible for loss or damage from any causes beyond its reasonable control, whether the damage or loss be direct or collateral.

Any articles of remembrance placed on lots are the sole responsibility of the Interment Rights Holder(s). The Municipality is not responsible for the loss of or damage to any articles placed within a cemetery.

2.6. By-Law Changes and Adherence

- a) The Municipality may, from time to time, change the By-Laws in order to best serve the interests of its cemeteries and the Interment Rights Holders. All changes to the By-Laws are subject to the approval of Council of the Township

of Strong and the Bereavement Authority of Ontario, Ministry of Consumer Services.

- i. All by-laws governing the cemeteries shall be strictly adhered to. Where there is any doubt as to the interpretation of this by-law, the Municipality shall provide the necessary clarification. In the application and administration of this by-law, all procedures will be conducted in accordance with Provincial regulatory statutes and requirements.
- ii. The purchaser of Interment Rights, in respect of any Lot, purchases only the right to inter subject to the various by-laws governing the cemetery and according to applicable statutes of the Government of Ontario. The ownership of the land remains with the Township of Strong.
- iii. This by-law shall be known and cited as the CEMETERIES RULES & REGULATIONS BY-LAW.

b) All by-law amendments must be:

- i. published once in a newspaper with general circulation in the locality in which the cemetery is located;
- ii. conspicuously posted on a sign at the entrance of the cemetery; and
- iii. delivered to each supplier of markers who has delivered a marker to the cemetery during the previous year, if the by-law or by-law amendment pertains to markers or their installation.

All by-laws and by-law amendments are subject to the approval of the Registrar, FBCSA and the BAO.

2.7. Right to Resurvey

The Municipality expressly reserves the following rights and privileges to be exercised from time-to-time in accordance with any governing Provincial legislation in effect at the time:

- a) To resurvey, enlarge, construct a building or structure, alter and/or diminish all or any portion of the Cemetery
- b) To lay out, establish, close, eliminate, or otherwise modify or change the location of roads, walks or drives
- c) To create or remove easements and rights of way over and through all of the cemetery premises for the purpose of installing, maintaining, or operating utility or communication lines, drains, irrigation systems, or for any other cemetery purpose provided that no interments or sale of Interment Rights have taken place in these areas.

2.8. Cemetery Restrictions

No person shall:

- a) Inter or replace remains in a lot, or area designated for the placement of cremated remains;
- b) disinter human remains;
- c) install or direct the installation of any marker;
- d) landscape any area; OR
- e) drive or park a vehicle,

within a cemetery except in accordance with the provisions of this By-law.

2.9 Public Register

- a) Section 110 of O. Reg. 30/11 requires all cemeteries and crematoriums to maintain a public register that is available to the public during regular office hours.

3. **CONSUMER PROTECTION**

3.1. Lot Sizes

The master plan of each cemetery shall be used to verify types of lots available, locations of lots and their sizes. Lots listed on the Cemetery Fees Schedule may not be available in every cemetery.

3.2. Purchase of Interment Rights

Interment Rights may be purchased from the Municipality at the price set out in the Cemetery Fees Schedule. Prices set out in the Cemetery Fees Schedule are subject to change from year to year.

3.3. Care and Maintenance Amount

Lots sold shall be covered by a rate of care and maintenance set forth in the Cemetery Fees Schedule applicable at the time of purchase, as prescribed in accordance with the Act. Please refer to the following website for a greater explanation and to use a calculator for Care and Maintenance: <https://thebao.ca/for-professionals/cemeteries-crematoriums/calculator/>

For cremation or full casket lots 2.23m² (24ft²) or larger, the care and maintenance amount is the greater of 40% of the interment rights price before tax or \$250. For cremation lots smaller than 2.23m² (24ft²), the care and maintenance amount is the greater of 40% of the interment rights or \$150. (*Ontario Regulation 30/11, Section 168*).

3.4. Cemetery Accounts Payable

Payments for cemetery products and services shall be made at the Strong Administration Office, located at 28 Municipal Lane, Sundridge, ON, in accordance with the Cemetery Fees Schedule.

3.5. Certificate of Interment Rights (refer to "Interment Rights Certificate")

Each purchaser of Interment Rights shall be entitled to a Certificate of Interment Rights and signed contract for the purchase of Interment Rights. The Certificate of Interment Rights shall only be provided to the Interment Rights Holder when all indebtedness has been satisfied and all charges on the lot or lots have been paid. The Certificate of Interment Rights shall specify: the date on which the interment rights are purchased or transferred; the name of the purchaser; the name and location of the cemetery; the size of the lot(s); the number and location of the lot; the amount paid; marker restrictions; the amount deposited into the care and maintenance fund and shall be subject to the existing regulations or such regulations as may from time to time be determined upon by the Municipality, as if embodied therein in full.

3.6. Cancellation of Interment Rights

Purchasers of Interment rights acquire only the right to direct the burial of human remains and of cremated human remains, and the installation of monuments, markers and inscriptions, subject to the conditions set out in the cemetery rules and regulations by-law. In accordance with this by-law, no burial, entombment, 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. An interment rights holder wishing to resell their interment rights may advise the cemetery operator of their intention.

a) Cancellation of Interment Rights within 30 Day Cooling Off Period:

- i. A purchaser has the right to cancel an interment rights contract within thirty (30) days of signing the interment rights 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.

b) Cancellation of Interment Rights after the 30 Day Cooling Off Period:

- i. 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.

- ii. 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 resell the interment rights.

3.7. Resale of Interment Rights

The cemetery operator will allow the resale of interment rights to a third party. The interment rights holder will provide details of the transfer to the cemetery operator as outlined in 3.8.

3.8. Transfer of Interment Rights

An Interment Rights Holder may transfer Interment Rights, however, no such transfer of Interment Rights shall be binding upon the Municipality until:

- a) notice in writing has been given to the Municipality specifying the name, address or other description of the proposed transferee and date of transfer;
- b) evidence satisfactory to the Municipality of the ownership and transfer of Interment Rights has been filed with the Township of Strong; and
- c) payment of a transfer fee has been made in accordance with the Cemetery Fees Schedule.

Upon receipt of the required documentation and payment the Municipality shall amend its records and issue a new Certificate of Interment Rights. The original Certificate of Interment Rights cannot be transferred but must be returned to the Municipality.

3.9. Issuance of a Duplicate Certificate of Interment

If the interment rights holder cannot locate the original interment certificate, he/she may request the Cemetery Operator to issue a "duplicate" certificate. The duplicate certificate issued by the Cemetery Operator should clearly state that it is a duplicate and that the duplicate certificate replaces the original certificate.

An administration fee for issuing a duplicate certificate shall apply as per the Cemetery Fees Schedule.

4. **INTERMENTS**

4.1. 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.

4.2. 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. A Certificate of Cremation must be submitted to the cemetery office prior to the burial of cremated remains taking place.

4.3. In accordance with the FBCSA the purchaser of interment rights must enter into a cemetery contract (refer to "Contract for Purchase of Interment Rights, Services and/or Supplies"), 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.

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

4.5. The cemetery operator shall be given a minimum of 2 business days' notice for each burial of human remains or cremated human remains.

4.6. Interment Hours

Funerals shall be allowed in the cemeteries only between the hours of 8:30 a.m. and 4:30 p.m.

4.7. Number of Interments Permitted in Lots

The number of interments of human remains and/or cremated remains is outlined in the Cemetery Fees Schedule of this by-law. Rough box for casket interments shall be constructed of minimum 1.27 cm (½") plywood and are not to exceed 1.22m x 3.05m (4' x 10') dimensions for adult lots.

4.8. Cremated Remains Placement

Non-recoverable interment of cremated remains by way of placement in the cemeteries shall take place only in designated areas and only after the cremated remains have first been pulverized. The municipal burial form is required prior to placement of cremated remains by authorized personnel and/or contractor. Cremation remains urn or containers shall not exceed 6.1m x 6.1m (2' x 2') dimensions.

4.9. Service Charges

The purchase of Interment Rights does not include the opening and closing of the lot. Additional charges shall be incurred based on the supplies or services provided in connection with the interment in accordance with the Cemetery Fees Schedule.

4.10 After Business Hours Interments

Any interments performed on Saturday, Sunday or holidays recognized by the Township of Strong, or after 4:30 p.m., Monday to Friday, will be subject to the applicable surcharge found in the Cemetery Fees Schedules

4.11 All bodies entered into the Cemetery Vault Building must be removed by May 15th of each year and it is incumbent upon the Funeral Director, whom submitted the body, to ensure its timely removal. The Municipality reserves the right to inter a body entered into the Cemetery Vault Building at any time should the condition of the body render its interment, in the opinion of the Treasurer, necessary or expedient.

4.12 No Interment of Pets or Other Animals

Only human remains may be interred or placed in the cemeteries. Interment or placement of animal remains will **not** be permitted.

4.13 Opening and Closing of Interment Rights

Lots and Cremated Remains Placements shall be opened and closed only by the Municipality.

- a) To ensure safe conditions are maintained at all times, families wishing to witness the closing of a lot shall remain a minimum of thirty feet (9 m) from the open lot and must stand outside the delineated worksite.
- b) Every effort will be made to complete an interment on the assigned day and time. If, due to inclement weather conditions, health and safety concerns, or conditions beyond the Municipality's control, an interment cannot be made at the scheduled time, the Municipality reserves the right to re-schedule and the interment shall be completed as soon as possible at a later time.
- c) The Municipality reserves the right to temporarily relocate an upright monument, marker or any decoration so that cemetery operations involving the opening and closing of an in-ground lot may be performed.
- d) The opening of an in-ground lot for interment may necessitate the temporary mounding of earth on adjacent lots. The Municipality reserves the right to determine the location for the temporary mound and will make reasonable efforts to restore adjacent lots to their original condition as soon as possible following the closing of the lot.
- e) Funeral flowers placed as decoration on an in-ground lot will remain for a minimum of five (5) days following the interment and will be removed at any time thereafter and disposed of by the Municipality.

5. CARE OF THE CEMETERY

5.1 Health and Safety of Visitors and Workers

Lot decorations shall be deemed to include all structures, ornaments, candles, plantings or other embellishments, with the exception of monuments and markers which are placed on cemetery lots with the intention of improving their appearance. Because certain types of individual lot decorations are not in harmony with the development of the cemetery as a whole, or because they may intensify maintenance problems, **no lot decorations shall be permitted except** in accordance with the rules stated in this by-law with regard to the decoration of cemetery lots. The Municipality reserves the right to regulate the articles placed on a lot that pose a threat to the safety of all Interment Rights Holders, visitors to the Cemetery and Cemetery employees; prevent the Municipality from performing general cemetery operations; or, are not in keeping with the dignity and decorum of the cemetery. Such articles will be removed and disposed of without notification.

5.2 Maintenance of Grounds

The Municipality shall maintain the grounds of the cemetery, including all lots, structures and markers, to ensure the safety of the public and to preserve the dignity of the cemetery. The Municipality, or authorized contractors, shall keep all in-ground lots graded, sodded and mowed. As small cedar shrubs are permitted to be planted, the maintenance of these bushes are the responsibility of the rights holder.

- a) All landscaping and maintenance of the cemetery shall be performed by the Municipality or authorized contractors. No person other than Municipal staff shall perform any landscaping or maintenance work within the cemetery without the authorization in writing of the Municipality. Without limiting the generality of the foregoing, no person shall make any walk, cut any sod, change the grade of any in-ground lot, cause to be moved any corner post, memorial or marker in the cemetery or change or tamper in any way with the landscaping or fixtures of the cemetery without the written authorization of the Municipality. Any restoration work required in connection with any such change or tampering shall be at the expense of the person responsible.
- b) The municipality does not allow for planting of flowers or any other shrubs other than small cedar bushes.

5.3 Personal Property Left on Lot(s)

The Municipality shall not be responsible in any way for personal property lost or damaged in the cemetery. Implements, materials or any other articles of personal property left in the cemetery are subject to removal by Municipal staff, without return or compensation therefore.

6. MONUMENTS AND MARKERS

6.1 Monuments and markers are permitted to be installed in accordance with the restrictions listed below. A monument shall mean any permanent memorial structure projecting above the level of the ground. A marker shall mean a rectangular memorial with a flat and level surface set flush with the ground. Monuments and markers shall be constructed of granite, marble or bronze material.

6.2 Only established monument/marker companies may supply and install monuments or markers; individual or homemade markers/monuments are not permitted.

6.3 The cemetery operator adheres to the following marker sizes and accompanying fees (plus applicable taxes) to be contributed to the Care & Maintenance Fund for Markers and Monuments as prescribed by the *Ontario Regulation 30/11, Section 166*.

Description	Fee (2021)*	Fee (2022)*
1. Flat marker measuring less than 1,116cm ² (173 sq. in.).	\$0.00	\$0.00

2. Flat marker measuring at least 1,116cm ² (173 sq. in.).	\$50.00	\$100.00
3. Small upright monument measuring 1.22m (4 ft) or less in height and 1.22m (4 ft) or less in length (including the base).	\$100.00	\$200.00
4. Large upright monument measuring more than 1.22m (4 ft) in either height or length (including the base).	\$200.00	\$400.00

*The Care & Maintenance Fee is determined by the BAO

- 6.4 All foundations for monuments and markers shall be built by the monument/marker retailer or a designate approved by the Municipality. Concrete foundations are required for all monuments. The top of the foundation must be level and flush with the surface of the ground. No monument shall be delivered to the cemetery for installation until the monument foundation has been completed, and interment rights holder(s) and/or marker retailer have notified the cemetery operator.
- 6.5 Should any monuments or markers 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.
- 6.6 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.
- 6.7 A monument or marker 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.
- 6.8 Markers/monuments constructed of bronze, marble or granite are permitted so long as the placement of such memorials shall not interfere with future interments.
- 6.9 The maximum size of a monument/marker shall conform to the size specifications as set out in Section 6.3
- 6.10 Cement borders, fences, benches, steps, structures of wood including wood crosses and containers wholly or partially of glass, solar lights, boxes of any description or other equally perishable and destructible materials, are prohibited.
- 6.11 No memorial or other structure shall be erected or permitted on a lot until all charges have been paid in full.
- 6.12 No monument, marker or memorial of any description shall be placed, moved, altered or removed without permission from the cemetery operator.
- 6.13 Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered to be normal wear.
- 6.14 The cemetery operator will take reasonable precautions to protect the property of interment rights holder(s), but it assumes no liability for the loss of, or damage to, any monument, marker, or other structure or part thereof.

7. REGULATIONS FOR CONTRACTORS AND WORKERS

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.

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

7.1. Public Liability and Insurance

All contractors performing work in a cemetery are required to produce evidence of public liability and property damage insurance in an amount not less than two million dollars (\$2,000,000.00). There shall be a deductible amount of not more than two thousand five hundred dollars (\$2,500.00) applicable to each claim under such policy.

7.2 Workplace Safety and Insurance Board (WSIB)

All contractors performing work in a cemetery shall be required to produce evidence of good standing with WSIB. Prior to commencing any work in a cemetery, the contractor shall pay, or cause to be paid, any assessment or compensation required to be paid pursuant to the Workplace Safety and Insurance Act, provided that if the contractor fails to so pay the assessment or compensation, the Municipality may make payment of the assessment or compensation to WSIB and deduct or collect such expenses from the contractor.

7.3 Occupational Health and Safety Act

All contractors performing work in the Township of Strong cemeteries shall comply with the requirements of the Occupational Health and Safety Act and Regulations thereto.

7.4 Supervision by Municipal Staff

All work performed by contractors shall be under the supervision of the Municipal staff, and shall be done in accordance with the specifications of the Municipality including any safety manuals.

7.5 Deliveries of Markers/Monuments

Flat markers/Monuments shall be delivered to the cemetery as directed by the Municipality. Upright monuments shall be delivered to the cemetery only after the upright monument foundation has been installed.

7.6 Performing Work on Cemetery Grounds

All persons performing work in the cemetery shall conduct themselves in a manner in keeping with the dignity of the cemetery and shall respect any restrictions or regulations which may be required by the Municipality in the performance of their work.

- a) Contractors shall temporarily cease all operations if they are working within 100 metres (328 ft) of a funeral until the conclusion of the service. The Municipality 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.

7.7 Written Authorization

No person shall perform any work to inscribe, embellish, repair, or perform any other work on a marker or remove a marker without the written authorization of the Municipality. Such work will be authorized upon receipt of a request in writing from the Interment Rights Holder(s) or Personal Representative, in which the work proposed, is described subject to the restrictions in this by-law.

7.8 Vehicle Weights

Vehicles in excess of 10,000 kg G.V.W. shall not enter the cemetery without the prior authorization of the Municipality.

7.9 Contractor's Liability

Contractors will conduct their operations to prevent damage to any grounds, turf, shrubs, trees, upright monuments, flat markers, pillow markers, or any other article or natural feature in the cemetery. Contractors shall lay planks on the in-ground lots and paths over which heavy materials are to be moved in order to prevent damage.

Any damage caused by contractors shall be rectified by the cemetery at the expense of the contractors.

7.10 Contractor Attire and Conduct

Contractors performing work within the cemetery are responsible for their actions, conduct, behaviour and attire. Shirts and pants or shorts (where appropriate) and CSA approved "green patch" safety boots must be worn at all times. Additional personal protective equipment must be worn when the work being performed requires it in accordance with the Occupational Health and Safety Act. Contractors who fail to comply with the required attire and protective equipment will be asked to leave the cemetery grounds.

7.11 Removal of Implements and Rubbish

Contractors working within the cemetery must remove all implements, equipment and rubbish from the cemetery at the conclusion of the work or at the end of each work day, unless prior permission to leave materials and equipment has been obtained from the Municipality. All work sites must be secured when left unattended.

8. **CONTRAVENTION OF BY-LAW**

Every person who contravenes a provision of this by-law is guilty of an offence and upon conviction is liable to a fine of not more than \$5,000.00 as provided for in the Provincial Offences Act, R.S.O. 1990, c.P.33.

9. **EFFECTIVE DATE**

9.1 This by-law shall come into force and take effect upon the approval of the Cemeteries Regulation Unit Registrar of the Ministry of Government and Consumer Services for the Province of Ontario.

9.2 Notice of the filing must be given in accordance with the Act and its regulation.

10. **REPEAL**

That by-law 2012-025 is hereby repealed upon passage of this by-law.

PASSED and **ENACTED** this 10th day of August 2021.

Original Copy Signed

Kelly Elik, Mayor

Original Copy Signed

Caitlin Haggart, Clerk





Attached to and forming part of By-law 2021-027 Schedule "C"
2023 TOWNSHIP OF STRONG CEMETERY FEES SCHEDULE

**Care and Maintenance (C&M), 40% of the purchase price of all graves and lots, or specified and regulated minimums, is contributed into an irrevocable trust fund as a requirement under the Funeral, Burial and Cremation Services Act, 2002 and Ontario Regulation 30/11 – The Care and Maintenance Fund. Income from the fund is used to provide general care and maintenance of the Cemetery in perpetuity.*

INTERMENT RIGHTS FEES			
	Price per Lot	Care & Maintenance Fund	Total Fee (excluding HST)
Casket Lot ¹	\$233.00	\$290.00	\$523.00
Casket Lot ²	\$367.00	\$290.00	\$657.00
Casket Lot ³	\$450.00	\$290.00	\$740.00
Cremation Lot ⁴	\$143.00	\$175.00	\$318.00
Cremation Lot ⁵	\$313.00	\$290.00	\$603.00
Scattering (subject to approval)	\$145.00	\$115.00	\$260.00
Indigent (Social Services/In need – Cremation Interment)	\$52.00	\$175.00	\$227.00
Indigent (Social Services/In need – Casket Interment)	\$98.00	\$290.00	\$388.00

¹Casket Lot – one full casket **or** two cremations with up to 2 Interment Rights Certificates

²Casket Lot – one full casket **with up to** two cremations, with up to 3 Interment Rights Certificates (extra certificates can be provided at an additional fee)

³Casket Lot – one full casket **with up to** four cremations, with up to 4 Interment Rights Certificates (extra certificates can be provided at an additional fee)

⁴Cremation Lot – this lot will be limited to a flat monument stone use and location will be a specific area This lot can accommodate up to two cremations only, with up to 2 Interment Rights Certificates

⁵Cremation Lot – this lot will allow for an upright monument stone use and location will be a specific area This lot can accommodate up to four cremations only, with up to 4 Interment Rights Certificates

Lots	Size	Number of Burials Permitted
Casket Lot ¹	4' x 10' (3.72m ²)	1 full casket or 2 cremations
Casket Lot ²	4' x 10' (3.72m ²)	1 full casket + 2 cremations
Casket Lot ³	4' x 10' (3.72m ²)	1 full casket + 4 cremations
Cremation Lot ⁴	4' x 4' (1.49m ²)	2 cremations
Cremation Lot ⁵	4' x 10' (3.72m ²)	4 cremations
Indigent Cremation Lot	4' x 4' (1.49m ²)	2 cremations
Indigent Casket Lot	4' x 10' (3.72m ²)	1 full casket + 4 cremations

INTERMENT FEES (HST not included)	
Casket Interment	\$1,500.00
Cremation Interment	\$325.00
Infant Stillborn Interment	\$250.00
*3rd parties may charge less for interment fees	
Additional Charges (HST not included)	
Saturday Burial – Full	\$114.00
Saturday Burial – Cremation	\$114.00
Weekdays after 4:00 p.m.	\$114.00

NOTICE FOR INTERMENTS

The Cemetery Operator requires at least 2 business days' advance notice for interments.

DISINTERMENT FEES (HST not included)

Full Burial (Casket)	\$1,965.00
Cremations	\$439.00

Note: Before a disinterment can take place, the Cemetery Operator requires three (3) days' notice so that arrangements can be confirmed with the North Bay-Parry Sound District Health Unit (for casket disinterments).

MONUMENT/MARKERS

Only one (1) upright monument is permitted to be erected on a grave. All monuments will be placed at the head of the lot. The base of a monument on a single lot cannot exceed two-thirds (2/3) the width of the lot on which the monument is erected. On a double grave, the base of a monument cannot exceed (4') or 48" in width. On multiple graves (i.e.. Three, four, etc.), the base of a monument cannot exceed five feet (5') or 60" in width. The height of a monument, including the base, cannot exceed four feet (4') in height. The Cemetery Operator makes the necessary arrangements for the construction of foundations for monuments.

At a single or double lot, a flat marker cannot exceed two-thirds (2/3) the width of the lot, including the casing or cement border, on which the marker is installed. A flat marker may be placed at the foot of the lot that contains an existing upright monument as long as it does not exceed 2/3 the width of the lot on which the marker is to be installed. Also, a flat marker may be placed at the head of a lot provided there is no upright monument erected on said lot. The minimum thickness for flat markers including footstones is 4 inches or 10 cm. At the head of a lot, the length of a marker must not exceed 16". At the foot of a lot, the length of a marker must not exceed 14".

MONUMENT/MARKER CARE & MAINTENANCE FEES (not including HST)

Flat Marker (173 in ² or more)	\$100.00
Monument (measuring up to 4 feet in height AND width)	\$200.00
Large Monument (measuring more than 4 feet in height OR width)	\$400.00

Note: The fees are deposited into the Care & Maintenance Fund

INSTALLATION FEES (not including HST)

Flat Monument (173 in ² or more)	\$85.00
Pillow Monument	\$140.00
Upright Monument (up to 4' in height or width, base 3' x 1', depth 4')	\$300.00
Upright Monument (over 4' in height or width, price to be determined)	N/A
Foundations (price per ft ³)	\$25.00

OTHER FEES/SERVICES (not including HST)

IR Transfers (3 rd party resale/transfer) *	\$95.00
IR Certificates (additional & reprint)	\$50.00
Corner Marker Installation	\$110.00
Monument Foundation Installation (per ft ³)	\$25.00
Stake Out Fee	\$38.50
Winter Storage – Cremated Remains	\$40.00
Winter Storage – Full Casket	\$130.00
Concrete Liner for caskets (upon request & availability)	\$2,500.00

**The Township of Strong will not repurchase interment rights. Should a person wish to sell their interment rights, they may wish to do so privately. Strong Township will recognize the transfer by asking for proof of purchase of current rights owner and once validated, a transfer can occur at the rate listed.*

NOTE: All prices are subject to HST.

The Corporation of the TOWNSHIP OF STRONG
RESALE ENDORSEMENT or TRANSFER OF INTERMENT RIGHTS

Transfer # _____

PART 1 - RIGHTS HOLDER(S) ENDORSEMENT OF RESALE or TRANSFER

I/We, the Rights Holder(s) on the cemetery records, hereby wish to resell the Interment Rights for a plot

Located in: Pevensey Cemetery #CM 03156 Berriedale Cemetery #CM 03154 Strong Cemetery #CM 03157

Section: _____ Row: _____ Lot: _____ Plot: _____

to the third party purchaser (the "Transferee(s)").

I/We certify that the Interment Rights are being resold/transferred in accordance with the Funeral, Burial and Cremation Services Act, Ontario Regulation 30/11, and the Cemetery By-laws. I/We further certify that the resale is for an amount no greater than the value on the cemetery price list in effect, at the time this resale is completed. I/We hereby acknowledge and direct Strong Township to transfer the Interment Rights to the Transferee(s) listed below.

Rights Holder(s) name(s):

Signed: _____
[Note: All living Rights Holders should sign the endorsement certificate]

PART 2 -ACKNOWLEDGEMENT OF TRANSFEEE(S)

I/We the Transferee(s) acknowledge that I/we have received a current copy of the Cemetery By-laws from the Rights Holder(s). I/We have reviewed the Cemetery By-laws as they may apply to the Interment Rights and hereby agree to abide by the Cemetery By-laws and certify that I/we meet all necessary qualifications and restrictions under those By-laws. I/We have been informed by the Rights Holder(s) that the Interment Rights being resold/transferred.

contain _____ plots, and that _____ plots have been utilized and _____ plots remain available for future use.

Transferee's Name: _____	Transferee's Name: _____
Address: _____	Address: _____
City, Postal Code: _____	City, Postal Code: _____
Signed: _____	Signed: _____

[Note: All transferees should be listed in full with names and addresses on the endorsement certificate]

PART 3 - CEMETERY OPERATOR ACKNOWLEDGEMENT AND ACCEPTANCE OF THE RESALE/TRANSFER

The Corporation of the TOWNSHIP OF STRONG hereby confirms that the cemetery records have been reviewed and that the above noted Rights Holder(s) are registered on the cemetery records and has the authority to resell the Interment Rights to the Transferee(s). It is also confirmed that no monies are owing by the Rights Holder(s) to Strong Township in respect of the Interment Rights. Strong Cemetery hereby accepts and confirms that the resale has been recorded on the cemetery records and has issued a new Interment Rights Certificate in the name of the Transferee(s).

Accepted on behalf of the Corporation of the TOWNSHIP OF STRONG (Organization# 3294139)

Signed: _____

Name: _____

Position: _____

Date of Resale/Transfer: _____



The Township of Strong
28 Municipal Lane, Box 1120
Sundridge, ON P0A 1Z0
(705)384-5892

Interment Rights Certificate - No.

This indenture, made in duplicate this day of in the year of
Between: **THE CORPORATION OF THE TOWNSHIP OF STRONG**, Sundridge, Ontario, hereinafter called
the Grantor, of the first part, and



Name:
Address:
City:
Province:
Postal code:

AND

hereinafter called the Grantee, to include the plural should more than one name appear above, of the
second part.

Witness that for the sum of paid to the Grantor of which the sum of is set aside in
accordance with the provisions of the Cemeteries Act, R.S.O., 1990, the Grantor does hereby sell to the
Grantee, interment rights in:

Pevensey cemetery Berriedale cemetery Strong cemetery

Section Row Lot

As shown on the plan approved by the Minister of Consumer and Commercial Relations and having the
dimensions of feet by Subject to the provisions of the Cemeteries Act, R.S.O., 1990, and the
Ontario Regulations in effect thereunder and to the approved By-Laws of the Grantor which may be in
effect from time to time. This certificate cannot be transferred. It must be returned to the Township of
Strong, who will issue a new certificate to the transferee. Please refer to the Strong Township
Cemetery By-Laws concerning Monument/Marker restrictions.

Strong Township Treasurer



Contract for Purchase of Interment Rights, Services and/or Supplies

The Corporation of the Township of Strong
28 Municipal Lane, Box 1120, Sundridge, ON P0A 1Z0
Contact: Dan Truchon Position: Treasurer of Strong Township Phone: 705-384-5819

Organization # **3294139**

- Strong Cemetery Licence # **CM 03157**, 390 High Street
- Pevensey Cemetery Licence # **CM 03156**, 2015 Pevensey Road
- Berriedale Cemetery Licence # **CM 03154**, 202 Pevensey Road
- At-Need
- Pre-Need

Contract # _____

Interment Rights Certificates # _____

Date of Purchase: _____

PURCHASER INFORMATION (Bill To):

Name(s): _____

Street, Box No.: _____

City: _____

Postal Code: _____

Telephone No.: _____

Email Address: _____

BENEFICIARY(S) INFORMATION (Rights To):

Name(s): _____

Interment Rights Certificate, # (s): _____

Check if same as Purchaser, or

Street, Box No.: _____

City: _____

Postal Code: _____

Telephone No.: _____

Email Address: _____

Date of Birth: _____

Relationship to Purchaser: _____



Contract for Purchase of Interment Rights, Services and/or Supplies

PURCHASER INFORMATION (Bill To):

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(page 2 of 3)

This contract is between the Purchaser AND the Township of Strong concerning Cemetery and/or Supplies and/or Services for the Beneficiary(s) as identified in this Contract.

The purchaser (if different than the Beneficiary(s)) represents being legally authorized or charged with the responsibility for the Beneficiary(s) Interment Rights and cemetery Pre-Paid supplies and services arrangements specified in this contract. This agreement will be enforceable to the benefit of and be binding upon the parties hereto and their respective heirs, heirs, executors, administrators, successors, and assigns.

ITEMS PURCHASED (H.S.T. Reg. 106985161):

Section	Row	Lot #	Full or Cremation Plot, Special Notes	Quantity	Unit Price	HST	Total
						0.00	0.00
						0.00	0.00
						0.00	0.00
						0.00	0.00
						0.00	0.00
						0.00	0.00
						Ontario License Fee	included
						TOTAL	\$0.00

* Ontario License Fee is determined by the BAO and it is \$15 per interment (included in above pricing)

* in notes, add names of individuals that the plots are intended for the purchase

Payment Receipt Number	
To be allocated to C & M Trust Account	

The following trusting provisions, as set out in the FBCSA and the Regulations are in effect for purchases of Interments and such funds shall be deposited into the Care and Maintenance Fund of the Cemetery:

Single Grave (plot 2.23 m ² or larger)	40% of selling price (minimum of \$250)
Cremation (plot 2.23 m ² or larger)	40% of selling price (minimum of \$250)
Cremation (plot smaller than 2.23 m ²)	40% of selling price (minimum of \$150)

PAYMENT OPTIONS:

We accept debit card, cash, or cheque with proof of identification. We also accept payments through Paymentus by telephone 1-877-241-0248 or via online at <https://ipn.paymentus.com/rotp/ston> (a 3rd party option to use credit card payment option with a service fee of 2%). Lastly, we accept *Interac* e-transfers (log into your online banking, look for autodeposit in the *Interac* e-transfer section, register your email address and link the account, click "complete registration" in the confirmation email - then you are all set to make a payment to Strong Township for your purchase.

Please discuss with the Cemetery Administrator should you are requiring a payment plan for this purchase.



Contract for Purchase of Interment Rights, Services and/or Supplies

PURCHASER INFORMATION (Bill To):

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(page 3 of 3)

Terms and Conditions of Sale

Cancellation Rights

Any service or supply rendered because of the death of the person for whom it was contracted is not subject to cancellation or refund.

All other services and supplies are subject to refund as follows:

1	With written notice of cancellation within 30 days of purchase, all monies received for the service will be refunded.
2	With written cancellation after 30 days of purchase, the repurchase price will be the monies received, minus the amount set aside in trust in the Care and Maintenance Fund or predecessor of such fund, in respect to Interment Rights.
3	The Cemetery will not order or provide any pre-need supply or service until 30 days following the day of contract is made.
4	Lot markers will not be subject to cancellation of refund once they are ordered after the 30 day period
5	All refunds will be by cheque, sent within 30 days of receiving a written notice of cancellation.

NO INTERMENT RIGHTS CERTIFICATE shall be issued until all indebtedness has been satisfied.

NO INTERMENT will take place unless the BURIAL PERMIT or CERTIFICATE OR CREMATION and written INTERMENT ORDER from the Interment Rights Holder, or their representative, has been deposited with a Cemetery Official along with the prescribed fee for the opening of the lot.

Note: Only Cemeteries can sell Interment Rights in accordance with the Cemeteries Act, Revised. Therefore, should you decide to sell your Interment Rights, the original interment rights certificate must be returned and a new one issued to the transferee. This must be done at the Strong Township Office and a fee will be charged.

Restrictions: Please consult the Cemetery By-Laws about restrictions that exist for:

1	Interment Rights
2	Forms necessary to permit interments, placement of markers and monuments.
3	Size or number of markers and monuments.
4	Times when floral tributes and wreaths are permitted in the Cemetery.

TO INSURE THE SAFETY OF WORKERS, POSITIVELY **NO GLASS CONTAINERS OR WIRES** TO HOLD POTS ARE ALLOWED IN THE CEMETERY.

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, Price List and the "Conditions of Contract" have been read and understood.

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Signature of Cemetery Administrator

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