

THE CORPORATION OF THE MUNICIPALITY OF HURON SHORES

BY-LAW 26-XX

BEING A BY-LAW TO PROVIDE RULES AND REGULATIONS FOR THE OPERATION OF THE CEMETERIES UNDER THE JURISDICTION OF THE CORPORATION OF THE MUNICIPALITY OF HURON SHORES.

WHEREAS, pursuant to the *Funeral, Burial and Cremation Services Act, 2002*, as amended, and the regulations made pursuant to the said Act, municipalities are empowered to make by-laws governing the operation of cemeteries;

AND WHEREAS the Corporation of the Municipality of Huron Shores deems it necessary to pass a by-law governing the operation and maintenance of the 6 cemeteries under its jurisdiction, namely:

Arnill Cemetery
Carlyle Cemetery
Day Mills Cemetery
Spruce Grove Cemetery
Sunset Cemetery
McArthur Cemetery

NOW THEREFORE the Council of the Corporation of the Municipality of Huron Shores ENACTS as follows:

This by-law shall be composed of 12 sections, namely:

Section 1 Definitions

Section 2 Administration

Section 3 General Rules and Regulations

Section 4 Contracts and Interment Rights Certificates

Section 5 Interments

Section 6 Disinterment's

Section 7 Markers

Section 8 Corner Stones

Section 9 Schedules

Section 10 Penalties

Section 11 Repeal

Section 12 Effective Date

SECTION 1: DEFINITIONS

- 1.1 **Act:** shall mean the *Funeral, Burial and Cremation Services Act, 2002*, and all amendments thereto, together with all Regulations prescribed thereunder;
- 1.2 **At-Need Services:** shall mean interment rights and cemetery services required at the time of death;
- 1.3 **Burial/Interment:** the opening and closing of a lot or plot for the disposition of human remains or cremated human remains;
- 1.4 **By-law:** shall mean the rules and regulations under which the Cemeteries are operated and have been approved by the Registrar, Funeral, Burial and Cremation Services Act, 2002, Bereavement Authority of Ontario;
- 1.5 **Care and Maintenance Fund:** means the trust fund in which all moneys received by the Corporation for care and maintenance of lots or plots and markers have been invested by the Treasurer under the Act. Interest earned from this fund is used to provide care and maintenance of plots, lots, markers and monuments at the Cemeteries;
- 1.6 **Caretaker:** means the person or persons appointed by Council to maintain the Cemeteries;
- 1.7 **Cemetery(ies):** means the land under the jurisdiction of the Municipality of Huron Shores, set aside to be used for the interment of human remains and may include a columbarium or other structure intended for the interment of human remains;
- 1.8 **Cemetery Services:** means the following services:
- i. Opening and closing of a lot, plot, or niche;
 - ii. interring or disintering human remains;
 - iii. construction of a foundation for a marker;
 - iv. setting of corner stones;
 - v. general care and maintenance;
 - vi. any other services assigned and normally provided by the Municipality;
- 1.9 **Clerk:** means the CAO/Clerk of the Corporation of the Municipality of Huron Shores or their designate;
- 1.10 **Committee:** means the Cemetery Committee appointed by the Council of the Corporation of the Municipality of Huron Shores;

- 1.11 **Contract:** means the document, signed by both the cemetery operator and purchaser of interment or other cemetery services, detailing the obligations of both parties, and acknowledging receipt and acceptance of the cemetery by-law, a copy of the Consumer Information Guide and the Price List;
- 1.12 **Corner Posts:** means any stone or other landmarks set flush with the surface of the ground and used to indicate the corners of a lot or plot;
- 1.13 **Corporation:** means the Corporation of the Municipality of Huron Shores;
- 1.14 **Council:** means the Municipal Council of the Corporation of the Municipality of Huron Shores;
- 1.15 **Disinterment:** means the removal of a casket or cremated remains from a lot;
- 1.16 **Interment:** means the burial in the Cemetery of the body or remains of a human being;
- 1.17 **Interment Rights:** includes the right to require or direct the interment of human remains in a lot or plot and to authorize the installation of a monument or marker;
- 1.18 **Interment Rights Certificate:** means the certificate issued by the Corporation to the purchaser once the interment rights to a specific lot have been paid in full, identifying ownership and authority over those specific interment rights;
- 1.19 **Interment Rights Certificate Holder:** means the person to whom the interment rights certificate is issued or their legal representative, ascertained by production of a notarial copy of the Will or other evidence satisfactory to the CAO/Clerk;
- 1.20 **Lot:** means a single grave space containing, or set aside to contain, human remains.
- 1.21 **Marker:** means any monument, tombstone, plaque, headstone, or other structure or ornament affixed to or intended to be affixed to a lot or plot intended for the deposit of human remains;
- 1.22 **Operator:** means the Corporation;
- 1.23 **Plot:** means two or more lots in which the rights to inter have been sold as a unit.

- 1.24 **Pre-Need Services:** means interment rights and cemetery services that have been paid for in advance of a person's death;
- 1.25 **Price List:** means the list of fees for services provided by the Corporation
- 1.26 **Treasurer:** means the Treasurer/Tax Collector of the Corporation of the Municipality of Huron Shores or their designate.
- 1.27 **Urn:** means a sealed container for cremated remains;
- 1.28 **Vault:** means an underground burial container.

SECTION 2: ADMINISTRATION

- 2.1 **Facilities:** The cemeteries owned and/or controlled by the Corporation are:

Arnill Cemetery
Carlyle Cemetery
Day Mills Cemetery
Spruce Grove Cemetery
Sunset Cemetery
McArthur Cemetery

- 2.2 **Committee Duties:** The business and affairs of the Cemeteries listed above shall be overseen by a Committee composed of five (5) members, one (1) of whom shall be a member of Council. Three (3) members of the Committee shall comprise a quorum and no business shall be transacted unless a quorum is present.

The Council shall appoint the Member who shall hold office during the term of Council.

The Committee shall:

- a) Meet semi-annually, during November and May or at the call of the Chairperson.
- b) Elect from their own number, a chairperson and vice chairperson who shall hold office for the term of the presiding Council. A secretary shall be appointed by the Committee from within staff of the Corporation.
- c) Operate under a Terms of Reference approved by Council. It shall be responsible to ensure the administration, management, care, maintenance, and improvement of the aforesaid Cemeteries.

- d) Be responsible to Council for the execution of their duties.
- e) Have the right to remove any or all of the members of the Committee for their failure or neglect to carry out their duties or for any other just cause.
- f) Make and render reports as may be prescribed or as the Council may require.
- g) Submit a yearly budget to the Council setting out operating and capital expenses. In determining the budget, the Committee shall not be bound to expend the whole of operating or capital revenues in any year or years but may accumulate and hold or subsequently expend the same or any part thereof, or invest the same or part thereof.

CAO/Clerk Duties: The CAO/Clerk (and/or designate) shall:

- a) Sell interment rights and cemetery services in accordance with the *Act* and to maintain all records pertaining thereto;
- b) Process orders for interment rights and cemetery services in accordance with the *Act*;
- c) Provide current plans of the Cemeteries for public inspection at the Municipal Office during regular business hours.
- d) Engage and authorize caretakers, employees and agents to carry out duties to operate and maintain the Cemeteries;
- e) By the direction of Council, make final and binding decisions on behalf of the Committee.
- f) Receive and address any complaints respecting the cemeteries.

2.3 **Treasurer Duties:** The Treasurer (and/or designate) shall:

- a) Receive all moneys for the sale of lots and all other moneys properly receivable by the Corporation with respect to the cemeteries, whether by way of gift, bequest, or otherwise;
- b) Set aside for care and maintenance of the cemeteries such moneys from the sale of lots and markers as prescribed by the *Act* and to invest the same as

authorized by the provisions of the *Trustees Act* or the *Act*;

- c) Set aside for the purpose of the care and maintenance of the cemeteries any money or other property given, devised, bequeathed, or set aside for such purpose, and to invest the same as authorized by the provisions of the *Trustees Act* or the *Act*;
- d) Hold in trust moneys received for pre-need cemetery services in accordance with the *Act*. If, at the time the services are provided, the money that was placed in the trust account, together with any income earned on that money, exceeds the current selling price for the services as set out in the Price List, the excess money, including any income earned thereon, shall be paid out of the trust fund to the Interment Rights Certificate holder in accordance with the provisions of the *Act*.
- e) Keep such books, accounts and records as are necessary for properly recording and exhibiting all financial matters pertaining to the Cemeteries as may be prescribed.

2.4 **Caretaker Duties:** The Caretaker shall improve and beautify the Cemeteries, including:

- a) Keeping the monuments, fences, walks, drives and grounds in a state of good order and repair;
- b) Liaise with the CAO/Clerk, or designate, with respect to the giving and receiving of order for interment rights and cemetery services;
- c) Attend every interment and disinterment;
- d) Locate and install the base for every monument; and
- e) Control the provision of services and supplies for the Cemeteries.

SECTION 3: GENERAL RULES AND REGULATIONS

3.1 **Cemetery Hours:** Interment rights holders and the general public may visit the cemeteries during daylight hours. No persons under the age of sixteen (16) years shall be admitted within the cemeteries unless attended by an adult who shall be responsible for their conduct.

- 3.2 **Office Hours:** Cemetery information is available and burial arrangements may be made at the Municipal Office during regular office hours.
- 3.3 **Burial Hours:** No funeral or interment shall be permitted in the cemeteries except between the hours of 9:00 a.m. and 4:00 p.m. All interment services shall be concluded by the hour of 4:00 p.m. except under special circumstances whereby permission may be granted by the CAO/Clerk upon payment of additional labour charges as set out in the Price List.
- 3.4 **Conduct and Behavior:** All persons entering the Cemetery shall conduct themselves in a manner keeping with the dignity of the cemetery.

No person shall:

- a) Do any work within the cemetery without permission of the Committee;
- b) Place any fences, railings, or other enclosures around any lot or plot or plant any flowers, plants, shrubs or trees without the permission of the Committee. The Committee reserves the right to remove unauthorized enclosures, and flowers, plants, shrubs or trees planted without permission;
- c) Install any homemade flower boxes or anything that will interfere with the care and maintenance of the grounds;
- d) Place artificial and cut flowers on the lot or plot unless in containers attached to the monuments. The caretaker will remove these when they become discoloured, faded or interfere with the maintenance;
- e) Willfully disturb persons assembled for the purpose of an interment;
- f) Allow entry into the Cemeteries of any animal under their ownership and/or control, unless it is a service animal;
- g) Have in their possession any firearm within the Cemeteries enclosure except in the case of a Military or Police Funeral;
- h) Play any game or sport within the cemeteries;
- i) Damage, destroy, remove or deface any property within the cemeteries. Any person who damages any lot or plot, marker or other structure, or otherwise

does any injury in the Cemeteries shall be personally responsible for such damage or injury. The Corporation shall not be held liable for any loss of or damage, without limitation (including damage by the elements, Acts of God, or vandals) to, any lot, plot, monument, marker, or any article or object that has been placed in relation to an interment, save and except for direct loss or damage caused by gross negligence of the cemeteries.

- 3.4.1 No recreation vehicles, unlicensed motorcycles, all-terrain vehicles, or motorized snow vehicles shall be permitted within the Cemeteries.
- 3.4.2 No equipment or heavily loaded conveyances shall be permitted to enter the Cemetery without the approval and supervision of the Committee and/or Municipal Staff.
- 3.4.3 All lots will be kept graded, sodded and mowed by the Caretaker. No crushed marble or stone is to be placed on the surface of any lot or plot. No lot shall be filled above the grade established in the cemetery.
- 3.4.4 Funeral processions within the cemeteries shall follow the designated route and be driven at a speed no greater than fifteen (15) kilometres per hour.
- 3.4.5 No refreshments or alcoholic beverages shall be permitted within the cemeteries.
- 3.5 **Violation:** Any person violating any of the provisions of this by-law may be required to leave the cemetery immediately and may be subject to enforcement proceedings under this by-law and applicable legislation.

SECTION 4: CONTRACTS AND INTERMENT RIGHTS CERTIFICATES

- 4.1 **Contract:** A contract to purchase interment rights and/or cemetery services shall be fully completed in the form attached hereto as 'Schedule A'.

In the case of at-need purchases, interest shall be charged at the rate determined by the Treasurer on the unpaid balance after thirty (30) days from the date of invoice.
- 4.2 **Cancellation of Contract:** A purchaser may only cancel a contract for interment rights or cemetery services upon written notice or cancellation to the CAO/Clerk in accordance with the *Act*.

- a) Where interment rights have not been exercised and none of the contracted cemetery services have been provided and where the contract is cancelled within thirty (30) days of its execution, the Corporation shall refund the purchaser all money paid, or as per Regulations made under the *Act*, at the time.
- b) Where part of the contracted cemetery services have been provided, the refund as set out in Section 3.2(b) shall be further reduced by the cost of those services as set out in the Price List
- c) A contract for interment rights cannot be cancelled more than thirty (30) days after the date of the execution of the contract.
- e) Where a contract for cemetery services is cancelled more than thirty (30) days after the date of the execution of the contract, the purchaser shall be refunded the amount described in 3.2(b) and 3.2(c) plus the amount of income earned on that money.

4.3 **Interment Rights Certificate:** Upon payment in full of the purchase price of a lot or plot, the CAO/Clerk shall deliver to the purchaser an interment rights certificate in the form attached as Schedule B.

The interment rights certificate shall convey only the right of interment and the right to install a marker or a vault. Such rights shall be subject to the provisions of the *Act* and of this by-law, as amended from time to time.

4.4 **Resale of Interment Rights:** The resale or transfer of interment rights to a third party is PROHIBITED. If the Rights Holder wishes to sell their unused cemetery rights back to the Corporation, their request must be in writing. The Interment rights shall be repurchased at the current price list less the original Care and Maintenance contribution that was paid.

The Corporation is not required to repurchase unused interment rights in a plot if one of the interment rights in the plot has been exercised.

4.5 **Transfer of Interment Rights:** An interment rights holder is permitted to transfer an Interment Rights Certificate once the information as set out below has been provided:

- Notice in writing specifying the name and address of the transferee;

- Evidence satisfactory to the CAO/Clerk that the interments rights holder is the owner of the lot;
- Return to the CAO/Clerk of the original interment rights certificate;
- Payment of the transfer fee as set out in the Price List.

a) Any transfer of interment rights shall convey only those rights set out in Section 4.2(b) of this by-law.

b) Upon receipt of a fully executed Transfer of Ownership, completed by the registered interment rights holder or that person's legal representative, ascertained by production of a notarial copy of the Will or other evidence satisfactory to the CAO/Clerk in the form attached hereto as Schedule "C" to this by-law, the CAO/Clerk shall immediately cause the transfer to be entered in the register kept for that purpose and shall issue a new Interment Rights Certificate.

4.6 **Succession of Interment Rights:** When an Interment Rights Holder passes away, the Interment Rights will be transferred in accordance with the *Funeral, Burial and Cremation Services Act, 2002* and this by-law.

a) If the Interment Rights were not transferred prior to death, the person or persons entitled to them must provide documentation acceptable to the CAO/Clerk (such as a Will or estate documents) before any transfer can occur.

b) If more than one person is entitled to the Interment Rights, including situations where there are multiple children, those persons must choose one individual to act as the Interment Rights Holder.

c) The appointed Interment Rights Holder will be the only person the Municipality will deal with regarding:

- authorizing interments;
- approving monuments or markers; and
- receiving cemetery-related correspondence.

d) All entitled persons must sign a Consent and Release Form, attached hereto Schedule 'D', in a form approved by the Municipality, confirming the

appointment and releasing the Municipality from responsibility for family disputes.

- e) The Municipality will not mediate disputes between family members and may delay interments or monument work until a single Interment Rights Holder has been properly appointed and all required forms have been submitted.

SECTION 5: INTERMENTS

- 5.1 The Corporation is empowered to fix and regulate the price for opening and closing lots or plots subject to approval by the Registrar.
- 5.2 No interment shall take place until such time as the lot or plot has been paid for in full, including care and maintenance fees as per the Price List, attached hereto as Schedule 'E'.
- 5.3 Interments in lots shall be directed by the Interment Rights Certificate holder.
- 5.4 A burial permit shall be deposited with the CAO/Clerk before any interment may take place.
- 5.5 No interment shall be made on Sunday or Good Friday, except in accordance with the regulations of the Medical Officer of Health.
- 5.6 Interments shall take place between the 1st day of May and the 1st of December unless otherwise authorized by the Committee and caretaker.
- 5.7 Each regular sized lot may be used for one casket burial over which (4) cremation burials may take place.
- 5.8 No concrete vaults shall be allowed where a truck must cross over existing burial sites in transporting it.
- 5.9 Workmen shall cease work, if in the immediate vicinity of a funeral, until the conclusion of the service.
- 5.10 All work must be done during regular Cemetery hours, unless by special permission of the CAO/Clerk.
- 5.11 Notice of each interment shall be given to the CAO/Clerk. A minimum of 24 hours notice (not including Saturday, Sunday or holidays) is required unless otherwise ordered by the Medical Officer of Health.

- 5.12 Any person having occasion to make any complaint shall submit it in writing to the Municipal Office and not complain to any employee on the grounds of the Cemetery.
- 5.13 The opening and closing of lots or plots shall be the responsibility of the caretaker and they shall be reimbursed by the Funeral Director.
- 5.14 Pets or other lower animals, including cremated animal remains, are not allowed to be buried on cemetery grounds.

SECTION 6: DISINTERMENT

- 6.1 No disinterment shall be allowed in any lot or plot without written consent of the local Medical Officer of Health and the Interment Rights Certificate holder, except on an order from the Court or as provided in the *Act*.
- 6.2 Only Municipal employees, law enforcement officers, and representative of Algoma Public Health may be present at a disinterment. All disinterment's shall comply with Ontario Ministry of Health regulations. The cemetery shall be closed to the public during the disinterment.
- 6.3 Prior to disinterment, the Caretaker, at their own discretion, may remove any marker, shrub, or plant at the expense of the Interment Rights Certificate holder.
- 6.4 The Corporation will not be responsible for damage to any casket or container which may occur during the course of the disinterment.
- 6.5 The Corporation will not be responsible for any damage to any cremation urn or cremation outer container which may occur during the course of the disinterment. If a replacement urn is required, it will be at the expense of the Interment Rights Holder or Personal Representative.

SECTION 7: MARKERS

- 7.1 Prior to the installation of a marker, an application for a marker permit, attached hereto as Schedule 'F', shall be submitted to the COA/Clerk, together with drawings of the proposed marker and the applicable fee as set out in the Price List.
- 7.2 No marker shall be erected on a lot until any accrued charges have been paid in full.
- 7.3 The Committee reserves the right to determine the maximum size of markers, their composition, their number and their location on each lot or plot.

- a) not more than one marker shall be erected on any one lot;
- b) the minimum thickness of a marker shall be not less than 5 inches at its narrowest point;
- c) all markers, other than markers located on single lots, shall not exceed 42 inches in height, including the base;
- d) only one (1) upright marker or monument shall be permitted at the top centre of each plot, but one-foot marker level with the ground may be placed at each grave in the plot in addition to the upright stone, with the exception of the plots in the *original section* of the Carlyle Cemetery, in which two (2) upright markers may be considered by the Committee, upon written request.
- e) flat markers on a single lot shall not exceed 24 inches wide by 18 inches deep;
- f) all markers shall be made of granite or bronze;
- g) no marker shall be allowed to stand on interment space in any lot plot;
- h) the Funeral Director will install the temporary markers at the time of the closing of the grave. These temporary markers will be allowed to remain on the gravesite for a period of no longer than 6 months.
- i) where markers have been erected prior to the enactment of any by-law regulating the cemeteries, similar markers may be added to graves in the same area at the discretion of the Committee.

7.4 Markers to be erected shall be set upon an adequate concrete foundation, which shall be installed by the caretaker upon the direction of the CAO/Clerk which shall be no less than two feet in depth or the full depth of the grave and must exceed the marker by a minimum of three inches on all sides. All foundations shall be set one inch above the surface of the ground.

7.5 Markers shall be installed by monument dealers approved by the CAO/Clerk.

7.6 Monument dealers shall lay planks on the lots and paths over which heavy materials are to be moved.

- 7.7 No marker shall be delivered to the cemeteries until the foundation is complete.
- 7.8 Markers shall be erected by the monument dealer promptly upon delivery to the cemeteries and any damage caused to any lot, marker, or other structure shall be the responsibility of the monument dealer who shall be liable therefor.
- 7.9 Any inscription placed in or upon any lot or plot shall be in keeping with the dignity and decorum of the cemetery.
- 7.10 It shall be the responsibility of the monument dealer to correctly identify and properly place inscriptions on markers and the Corporation assumes no responsibility therefor.
- 7.11 The Board shall have the right to maintain, repair, or lay down markers or parts of markers that present a risk to the public safety.
- 7.12 The Clerk/CAO shall be notified before removal of any marker from the cemeteries is permitted.

SECTION 8: CORNER STONES

- 8.1 The boundaries of any lot or plot may be marked with corner stones. All corner stones are to be placed as directed by the Caretaker at the expense of the owner of the lot or plot wherein the same are placed.
- 8.2 All corner stones shall be of granite six inches square, and at least four inches deep. They shall be placed level with the ground.

SECTION 9: SCHEDULES

All Schedules attached hereto shall form part of this by-law and may be amended from time to time by resolution of Council.

SECTION 10: PENALTIES

- 10.1 Every person who contravenes any provisions of this by-law is guilty of an offence and, upon conviction, is liable to a fine as provided for under the *Provincial Offences Act*.
- 10.2 Where an offence is designated as a Part I offence, the set fine for the offence is as set out in Schedule 'G' to this by-law.
- 10.3 Nothing in this by-law prevents the prosecution from being commenced under Part III of the *Provincial Offences Act*.

10.4 Each day that a contravention continues shall constitute a separate offence.

SECTION 11: REPEAL

All previous by-laws pertaining to the cemeteries under the jurisdiction of the Corporation of the Municipality of Huron Shores are hereby repealed as of the date that this By-law comes into full force and effect.

SECTION 12: EFFECTIVE DATE

This By-law shall come into force and take effect upon its approval by the Registrar, *Funeral, Burial and Cremation Services Act, 2002*, Bereavement Authority of Ontario.

Was passed in open session this XX day of , 2026.

MAYOR – Jane Armstrong

CAO/CLERK – Natasha Roberts

THE CORPORATION OF THE MUNICIPALITY OF HURON SHORES

Schedule 'A'
TO BY-LAW #26-XX
Cemetery Contract

Schedule 'B'
TO BY-LAW #26-XX
Interment Rights Holder Certificate

Schedule 'C'
TO BY-LAW #26-XX
Transfer of Ownership

Schedule 'D'
TO BY-LAW #26-XX
Consent and Release Form

Schedule 'E'
TO BY-LAW #26-XX
Price List

Schedule 'F'
TO BY-LAW #26-XX
Marker Permit

Schedule 'G'
TO BY-LAW #26-XX
Part I Provincial Offences Act