

# THE CORPORATION OF THE TOWNSHIP OF BONFIELD

## By-Law No. 2024-28

### A BY-LAW TO ESTABLISH MAINTENANCE, MANAGEMENT, REGULATION AND CONTROL OF THE MOUNT PLEASANT CEMETERY

**WHEREAS** the Corporation of the Township of Bonfield has acquired the Mount Pleasant Cemetery upon those lands more particularly described as Concession 9, Part Lot 36, Parcel 12181, RP 36R6492 Part 1, Parcel 26430, NIP, 500 Mt. Pleasant Road, Rutherglen, Ontario, Township of Calvin, District of Nipissing, being land set aside to operate as a municipal cemetery;

**AND WHEREAS** it is desirable and expedient to make provisions for the care and control of the said cemetery;

**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 cemetery;

**AND 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 10 (1) of the *Municipal Act*, S.O. 2001, Chapter 25, as amended, authorizes single-tier municipalities to provide any service or thing that the municipality considers necessary or desirable for the public;

**NOW THEREFORE BE IT RESOLVED THAT** the Council of the Corporation of the Township of Bonfield enacts as follows:

#### 1. DEFINITIONS

In this by-law:

- 1.1 “Act” means the *Funeral, Burial and Cremation Services Act*, 2002, S.O. 2002, c.33, as amended, and regulations made thereunder.
- 1.2 “Cemetery” means the Mount Pleasant Cemetery.
- 1.3 “Cemetery Administrative Clerk” means a member of the administration staff of the Corporation of the Township of Bonfield who has been delegated responsibility from the CAO Clerk-Treasurer for administration of the Mount Pleasant Cemetery or his/her designated alternate.
- 1.4 “Cemetery Operator” means the Council of the Corporation of the Township of Bonfield.
- 1.5 “Cemetery Service” means:
  - 1.5.1 Opening and closing of graves;
  - 1.5.2 Interring or disinterring human remains;
  - 1.5.3 Setting of corner posts and flat markers;
  - 1.5.4 Providing interment services including the provision, setting up and removal of artificial grass or ground cover, lowering devices, or other interment accessories at a grave site;
  - 1.5.5 Preparing flowerbeds, and planting flowers and shrubs; and
  - 1.5.6 Installing markers, monument foundations and monuments.
- 1.6 “Council” means the Council of the Corporation of the Township of Bonfield.
- 1.7 “Cornerstone” means any stone or other marker set flush with the surface of the ground and used to indicate the corners of a lot.
- 1.8 “Interment” means the burial of human remains and includes the placing of human remains in a lot.

- 1.9 "Interment Rights" includes the right to require or direct the interment of human remains in a lot.
- 1.10 "Interment Rights Holder" means the person who holds the interment rights with respect to a lot whether the person be the purchaser of the rights, the person named in the certificate of interment or such other person to whom the interment rights have been assigned.
- 1.11 "Lot" means 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.
  - 1.11.1 "Lot" means a lot having minimum dimensions of four (4) feet (1.2 m) by thirteen (13) feet (3.96 m) intended for the burial of human and/or cremated remains.
- 1.12 "Marker" means any tombstone, plaque, headstone, cornerstone or other structure or ornament on a lot which is installed or intended to be installed flush with the surface of the ground.
- 1.13 "Monument" means any permanent memorial on a lot which projects above the surface of the ground.
- 1.14 "Personal Representative" shall mean an executor, executrix, administrator or administrator which will be annexed, of the estate of a deceased individual or the attorney by power of attorney of a living individual.
- 1.15 "Plot" means two or more contiguous lots in which the interment rights have been sold as a unit. A plot would only apply to the old section of the Mount Pleasant Cemetery.
- 1.16 "User Fees" means the fees for all cemetery services provided by the Township and approved by by-law.
- 1.17 "Township" means The Corporation of the Township of Bonfield.

## **2. ADMINISTRATION**

- 2.1 The Cemetery Administrative Clerk, or his/her designated alternates, including contractors, shall:
  - 2.1.1 Observe and carry out all of the provisions of this by-law, the Act and its Regulations, as may from time to time be amended.
  - 2.1.2 Make, open and close all graves in the cemetery which may be required to be opened or closed and allow no other person to do so, except upon the express direction of Council.
  - 2.1.3 Attend all interments held in the cemetery and fill in all graves immediately after interments.
  - 2.1.4 Attend to the regular and proper maintenance of the cemetery.
  - 2.1.5 Perform such other duties as Council may from time to time require.
- 2.2 The Cemetery Administrative Clerk may delegate any cemetery responsibilities or duties to other municipal staff.
- 2.3 Survey
  - 2.3.1 Council 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 the approval of the appropriate authorities.
  - 2.3.2 Lots have been identified by numerical lot markers and shall not be removed under any circumstance.

- 2.4 The Cemetery Administrative Clerk shall maintain and make available for public inspection, during regular office hours and without charge, the following information:
  - 2.4.1 The plan of the cemetery.
  - 2.4.2 Any other information required by the Act and regulations made thereunder.
- 2.5 This by-law shall be known and may be cited as the "Cemetery By-Law" of the Corporation of the Township of Bonfield.

### **3. RULES AND REGULATIONS**

The following rules and regulations are hereby adopted for the care and control of the cemetery:

- 3.1 No person shall enter the cemetery, save through an established entrance.
- 3.2 No person, except municipal staff, peace officers or any person delegated by the Cemetery Administrative Clerk shall enter or be within the cemetery grounds before 7:00 a.m. or after 10:00 p.m. Public visitation times are during daylight hours seven (7) days per week, year-round. Winter maintenance is not performed within the cemetery, entry is at the visitors own risk.
- 3.3 No gratuities shall be given to any officer or employee of the cemetery, nor shall any reward be given for personal services or attention.
- 3.4 No motorized snow vehicles or off-road vehicles are permitted within the cemetery grounds. Bicycles and motorcycles are permitted only on designated roadways.
- 3.5 No person shall allow or permit any animal to enter or remain in the cemetery, excluding service animals.
- 3.6 No person shall bring any alcoholic beverage upon the cemetery grounds.
- 3.7 No person shall deposit rubbish or debris on the cemetery grounds, except in receptacles provided for that purpose.
- 3.8 No person shall engage in soliciting of any kind in the cemetery.
- 3.9 No person shall operate a vehicle in excess of ten (10) kilometers per hour within the cemetery.
- 3.10 No person shall operate any vehicle under any circumstances, except on the roadways designated for vehicular traffic. Cemetery staff and monument placement contractors are exempt from this section. See Section 13 for regulations for contractors.
- 3.11 No person shall engage in any activity which may damage the monuments or cemetery grounds (i.e. baseball, hockey, horseplay etc.).
- 3.12 No person shall destroy, mutilate, deface, damage, injure or remove any monument, marker, road, walk, fence, railing or other structure or works placed in a cemetery.
- 3.13 No person shall willfully disturb persons assembled for the purpose of an interment of a body in a cemetery.
- 3.14 No person shall willfully disturb the quiet and good order of a cemetery by noise or other improper conduct.
- 3.15 Any person who violates this by-law or any provision thereof may be expelled from the grounds of the cemetery.

**4. SALE OF INTERMENT RIGHTS**

Interment rights shall be sold, subject to the following conditions and no lot shall be used for any purpose other than the burial of human remains:

- 4.1 A lot may be purchased by executing a contract in the form set forth in Schedule “A” to this by-law completed and signed by the purchaser or a personal representative of the deceased and by the Cemetery Administrative Clerk on behalf of the Township, together with the payment of the purchase price set out in the Cemetery Fees and Charges By-Law approved by Council.
- 4.2 At the time of sale, the Township shall provide each interment rights holder with:
  - 4.2.1 A copy of the contract referred to in Section 4.1;
  - 4.2.2 Two copies of the Interment Rights Certificate;
  - 4.2.3 A copy of the Cemetery By-law and any amendments thereto; and
  - 4.2.4 A copy of the Cemetery Fees and Charges By-Law approved by Council.
- 4.3 After the standard 30-day cooling-off period for purchases, the Township will retain the contribution made to the Care and Maintenance Fund as indicated on the contract.

**5. CONDITIONS OF SALE**

- 5.1 The purchase price of an interment right shall be as set forth in the Cemetery Fees and Charges By-Law
  - 5.1.1 The purchase price for interment rights shall be divided as follows:
    - (a) Care and Maintenance Fund 40%  
(or the minimum amount required by the Act, whichever is greater)
    - (b) General Fund 60%  
(or the balance of the purchase price after deducting the amount from 5.1.1 (a), whichever is lesser)
- 5.2 All payments may be made to the Township of Bonfield, 365 Hwy 531, Bonfield, Ontario, P0H 1E0, and the applicant shall receive a receipt for each payment. Unpaid amounts are subject to interest and may be collected by the Treasurer in accordance with the Township’s policy on accounts receivable. Payment is due upon receipt of contract or invoice.
- 5.3 Where amounts for cemetery services, cemetery supplies, or interment rights due to the Township from a funeral establishment are unpaid after 30 days, the Cemetery Administrative Clerk or his/her designate may, in addition to any other collection mechanisms provided herein, suspend provision of cemetery services or sale of interment rights to such funeral establishment until such amounts are paid.
- 5.4 Where the Treasurer determines that it is in the Township’s interest to do so, the Treasurer may require that payment for interment charges, cemetery supplies or cemetery services must be made by cash, certified cheque or money order.
- 5.5 The applicant shall not be entitled to an Interment Rights Certificate, as set out in Schedule “B”, and noted in Section 4.2.2 above, until the purchase price is paid in full.
- 5.6 Any notice required by this by-law to be given to the interment rights holder shall be sufficiently given by regular mail or delivery to the address shown in the register.

**6. TRANSFER OF INTERMENT RIGHTS**

- 6.1 The resale of interment rights by the holder to a third party is prohibited by the Corporation of the Township of Bonfield.
- 6.2 An interment rights holder may request in writing that the Township repurchase the interment rights of lots at any time before they are used, and the Township shall repurchase such rights within thirty (30) days of the receipt of such request, subject to the following:

- 6.2.1 The repurchase price of interment rights shall be the price listed on the Cemetery User Fees By-Law at the date the request is received, less the amount paid into the Care and Maintenance Fund in respect of the interment rights.
- 6.2.2 The interment rights holder shall return the original interment rights certificates or provide an affidavit explaining why the certificates cannot be returned.
- 6.3 An Interment Rights Holder may gift, bequest or otherwise transfer interment rights, without consideration, to any other person by giving written notice of the transfer to the Township and by returning the original Interment Rights Certificate to the Township. Upon receipt of the notice, the required transfer fee as set out in the Cemetery User Fees By-Law and the original Interment Rights Certificate, the Township shall issue a new Interment Rights Certificate to the Transferee. If the Interment Rights Holder has misplaced the original Interment Rights Certificate a replacement may be issued upon payment of the applicable fee as per the Cemetery User Fees By-Law any subsequent transfer fee will also apply if the Interment Rights are being transferred.

## 7. INTERMENTS

- 7.1 A person wishing an interment shall give notice to the Cemetery Administrative Clerk at least forty-eight (48) hours in advance of the proposed time of interment. For the purpose of this section, Saturdays, Sundays and statutory holidays may not be considered in determining working hours.
- 7.2 No interment shall take place without a Burial Permit issued by the Division Registrar under the *Vital Statistics Act*, R.S.O. 1990, c. V.4 for full interments or an original *Certificate of Cremation* signed by the Superintendent or designate of the crematorium for cremation interments.
- 7.3 Pets or other animals, including cremated animal remains, are not allowed to be buried on cemetery grounds.
- 7.4 No interment shall take place until the person making the arrangements for the interment has complied with the by-laws, rules and regulations relative to burials. Persons making arrangements for interments shall be responsible for all charges incurred by way of entering an Interment/Services Contract as set out in Schedule "C". Such arrangements may be made by telephone but a faxed or scanned copy of the Interment/Service Contract Schedule "C" must be received by the Cemetery Administrative Clerk before the interment may take place. In the event the person making the arrangements for interment is not the interment rights holder a Letter of Permission to Bury, Schedule "D", must also be completed, signed and dated by all known interment rights holders and forwarded to the Cemetery Administrative Clerk. Evidence satisfactory to the Cemetery Administrative Clerk of the ownership of the Interment Rights may be necessary to assist in determining proper authority to request interments.
- 7.5 A grave shall not be mark on any lot unless directed to do so by way of either:
  - 7.5.1 A Grave Warrant as set out in Schedule "F"; or
  - 7.5.2 For assisted burials, under Section 164 of *Ontario Regulation 30/11* made under the *Funeral, Burial and Cremation Services Act*, 2002, S.O. 2002, c.33, as amended, a warrant indicating that the welfare administrator shall be responsible for all costs of such burial.
- 7.6 When the opening of a grave is required, not less than eight (8) working hours notice of such requirement shall be given to the Cemetery Administrative Clerk. For the purpose of this section, Saturdays, Sundays and statutory holidays may not be considered in determining working hours.
- 7.7 All funerals within the cemetery shall be under the direction of the Cemetery Administrative Clerk or his/her designate. Times of interment shall not be deemed to be set until confirmed by the Cemetery Administrative Clerk or his/her designate.

- 7.8 The Township shall not be held responsible for errors in the location of graves on lots arising from the improper instructions of interment rights holders or their representatives. For the purpose of this sub-section, an order from the Funeral Director shall be deemed to be an order from an owner.
- 7.9 As per Schedule "E" each "Lot" may have a total of:
- 7.9.1 five (5) interments, this being a combination of one (1) casket and four (4) cremation burials; or
- 7.9.2 six (6) cremation burials.
- 7.10 As per Schedule "E" each "Plot" may have a total of:
- 7.10.1 ten (10) interments, this being a combination of two (2) caskets and eight (8) cremation burials; or
- 7.10.2 twelve (12) cremation burials.
- 7.11 No interment equipment except that approved by the Township shall be used.
- 7.12 The opening and closing of graves may only be conducted by municipal staff or those designated to do work on behalf of the Township.
- 7.13 No elevated mounds shall be built over graves and no lot shall be filled above the grade established for the cemetery.
- 7.14 Grave side services and interments shall be permitted from Monday to Friday between 8:00 a.m. and 4:00 p.m., and may be permitted on Saturdays, and may be subject to an additional fee in accordance with the Cemetery User Fees By-Law. No graveside services and interments will be permitted on Sundays and Statutory Holidays.
- 7.15 Interments shall be permitted from April 16 to December 14, weather permitting, at the discretion of the Cemetery Administrative Clerk.

## **8. CREMATED REMAINS**

All regulations stated in Section 7 of this by-law pertain to this section plus the following:

- 8.1 No ashes remaining from the cremation of bodies of deceased persons shall be disposed of in the cemetery except in accordance with the provisions of this by-law. The co-mingling (the mixing of the cremated remains of two (2) or more persons) of ashes is allowed only if a certificate of cremation is received for each deceased person and the applicable fee(s) paid.
- 8.2 If cremated remains have been interred first in any lot and said lot may be considered for a future casket burial then the cremated remains must be enclosed in a non-breakable, non-decomposing container. If the interred cremated remains are not enclosed in a non-breakable, non-decomposing container then right is forfeited for a future casket interment.
- 8.3 If the cremated remains must be removed in order for the burial of a casket to take place, a disinterment fee for each cremated remains moved shall apply. Written permission must be received from the Interment Rights Holder or his/her representative prior to disinterring any cremated remains.
- 8.4 Each container holding cremated remains shall not exceed 12" x 12" in size to accommodate burial, unless prior permission is received from the Cemetery Administrative Clerk or his/her designate to use a larger container.

## **9. DISINTERMENTS**

- 9.1 The disinterment of a body (casket burial), once properly interred, shall not be made without an order signed by the Medical Officer of Health and the Interment Rights Holder. A certificate from the Medical Officer of Health is not required for the removal of cremated remains.
- 9.2 All disinterment shall occur in the presence of an Inspector of the Medical Officer of Health and the Cemetery Administrative Clerk or his/her designate and the requirements of the Act and regulations thereunder shall be observed.
- 9.3 Disinterment will be made by arrangement with the Cemetery Administrative Clerk.
- 9.4 If the burial was made in other than a permanent outer casing, a new outer case must be supplied upon the recommendation of the Medical Officer of Health.
- 9.5 Any markers or monuments designating the location of an interment shall be removed twenty-four hours prior to the time of disinterment by the owner or someone designated by him/her. If the marker/monument is not removed, the Township will not be held liable for any damage that may be caused to the marker/monument.
- 9.6 The charge for disinterment shall be as set forth in the Cemetery User Fees By-Law.

## **10. LOT DECORATIONS**

- 10.1 The cemetery 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, municipal employees, contractors and volunteers, 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.
- 10.2 The cemetery reserves the right to disallow or remove quantities of memorial wreaths or flowers considered to be excessive and that diminishes the otherwise tidy appearance of the cemetery.
- 10.3 Flowers placed on a grave for a funeral shall be removed by municipal staff after a reasonable time to protect the sod and maintain the tidy appearance of the cemetery.
- 10.4 Planting of flowers and shrubs are permitted but shall not exceed 18" from the front of the monument.
- 10.5 Solar lights are permitted but shall not exceed 18" from the front of the monument.
- 10.6 All memorial wreaths, flowers, and decorations shall be maintained and placed within 18" from the front of the monument.
- 10.7 Planting of trees is not permitted.
- 10.8 The Township shall not be responsible for any damages to lots and structures, or objects thereon, other than for damage caused by Township staff. The Township shall not be responsible for flowers or articles removed from any lot or grave.
- 10.9 The Township may remove flowers, shrubs, or any plant material that interferes with the opening and closing of a lot for an interment.

## **11. MARKERS AND MONUMENTS**

- 11.1 Except under authority of this by-law, no person shall cause a monument or marker to be erected on, installed on, or removed from a lot unless the written consent of the interment rights holder or legal representative, and the permission of the Cemetery Administrative Clerk or his/her designate have first been given.

- 11.2 Only established monument/marker companies may supply and install monuments or markers; individual or homemade markers/monuments may be permitted at the discretion of the Cemetery Administrative Clerk.
- 11.3 The Cemetery Administrative Clerk shall not grant permission for the installation or erection of a monument or marker on a lot unless all amounts owing to the Township for interment rights, cemetery services and cemetery supplies with respect to that lot, and the amounts required to be paid to the Township under Section 166 of *Ontario Regulation 30/11* made under the *Funeral, Burial and Cremation Services Act*, 2002, S.O. 2002, c.33, as amended, have been paid.
- 11.4 Every person installing a marker or monument shall pay to the Township the amounts as prescribed under Section 166 of *Ontario Regulation 30/11* made under the *Funeral, Burial and Cremation Services Act*, 2002, S.O. 2002, c.33, as amended, and such amounts shall be credited to the Care and Maintenance Fund established under Section 12 of this by-law.
- 11.5 No person shall cause a monument or marker to be erected or installed on a lot except in accordance with the following restrictions:
- 11.5.1 Both monuments and flat markers are permitted on all lots and plots, subject to further restrictions in this by-law.
- 11.5.2 No more than one monument may be erected or placed on any one lot.
- 11.5.3 No more than one flat marker may be placed per interment on any one lot or plot.
- 11.5.4 No monument shall occupy more than ten percent (10%) of the total area of the lot or plot upon which it is erected.
- 11.5.5 A concrete base shall be designed to have sufficient structural capacity and structural integrity to safely and effectively support the monument placed on it.
- 11.5.6 No inscription shall be made on any monument or marker which, in the opinion of Council, is not in keeping with the dignity and decorum of the cemetery.
- 11.5.7 Any person engaged in placing or removing a monument/marker shall provide planking adequate to protect the cemetery turf and shall remove materials and equipment immediately upon completion of the work so that the site is left in a clean, orderly condition.
- 11.6 No person shall cause a monument to be erected or installed on a lot or plot except in accordance with the following restrictions:
- 11.6.1 The base of each monument must be level and uniform in thickness so as to allow full bearing upon the foundation. Building up or under pinning with spalls or chips is not permitted.
- 11.6.2 A base or monument shall not extend beyond the limits of the lot or plot on which it is erected.
- 11.6.3 When two monument dies are set on a single base, both dies shall be of the same size, shape and colour.
- 11.6.4 Every monument on a lot or plot shall be installed on a concrete foundation, the design of which has been approved by the Cemetery Administrative Clerk or his/her designate.
- 11.6.5 Every monument shall be placed at the centre of the head end of a lot or plot except where the alignment of existing nearby monuments justifies another location as approved by the Cemetery Administrative Clerk or his/her designate.
- 11.7 No person shall cause a marker to be installed on a lot except in accordance with the following restrictions:



11.7.1 Granite markers shall be not less than 4 inches (10 cm) in thickness and must be of uniform thickness throughout.

11.7.2 Bronze markers must be attached to a concrete or granite base not less than 4 inches (10 cm) in thickness.

11.7.3 Every marker shall be flush with the ground and shall be positioned in a location approved by the Cemetery Administrative Clerk or his/her designate.

11.8 Repair of Markers:

11.8.1 If a cemetery monument/marker presents a risk to public safety because it is unstable, the cemetery operator shall do whatever is necessary to remove the risk, including repairing, resetting or laying down the marker.

11.8.2 A cemetery operator shall only use reversible processes to preserve and stabilize a marker.

**12. CARE AND MAINTENANCE FUND**

12.1 "Maintenance and Care Fund" means the trust fund established pursuant to the Act and Regulations thereto for the purpose of providing money for the care and maintenance of the cemetery.

12.2 "Monument Care and Maintenance Fund" means the trust fund established pursuant to the Act and the Regulations thereto for the purpose of providing funds to maintain, stabilize, secure and preserve markers and monuments.

**13. REGULATIONS FOR CONTRACTORS AND WORKERS**

13.1 All contractors performing work in a cemetery are required to produce on an annual basis evidence of public liability and property damage insurance in an amount not less than two million dollars (\$2,000,000.00).

13.2 All contractors performing work in a cemetery shall be required to produce on an annual basis evidence of good standing with WSIB.

13.3 All contractors and workers in any capacity within the cemetery including masons, carters, stonecutters, erectors or helpers are subject to the direction and control of the Cemetery Administrative Clerk or his/her designate and are further governed by the *Occupational Health and Safety Act* and Regulations with respect to proper safety wear.

13.4 Contractors shall lay planks on the in-ground lots and paths over which transport is required and at the request of the Cemetery Administrative Clerk or his/her designate shall utilize a cart or dolly to prevent damage. Damage determined to be caused by contractors shall be rectified by the Township at the expense of the contractor.

13.5 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 Township in the performance of their work.

**14. COMPLAINTS**

14.1 Any person having occasion to make any complaint shall make it to the Cemetery Administrative Clerk or his/her designated alternate at the Township Office, and not to an employee on the cemetery grounds.

14.2 Any decision of the Cemetery Administrative Clerk or his/her designate made pursuant to this by-law may be appealed to the Council.

**15. USER FEES – (PRICE LIST)**

- 15.1 Subject to the *Funeral, Burial and Cremation Services Act*, 2002, as amended, and the regulations made thereunder, Council shall adopt, by by-law, user fees to regulate the fees and charges to be paid by persons purchasing interment rights in the said cemetery or requiring services to be performed therein. Such user fees may be amended by Council as it, from time to time, deems fit.

**16. CONTRACTS AND CERTIFICATES OF INTERMENT**

- 16.1 The Contract for the Purchase of Interment Rights is attached as Schedule “A” to this by-law.
- 16.2 The Interment Rights Certificate is attached as Schedule “B” to this by-law.
- 16.3 The Interment/Services Contract is attached as Schedule “C” to this by-law.
- 16.4 The Cemetery Administrative Clerk or his/her designated alternate is hereby authorized to execute on behalf of the Township, the Contracts referred to in Schedules “A” and “C”, and the Certificate referred to in Schedule “B”.

**17. PENALTIES**

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

**18. VALIDITY**

- 18.1 If an Article of this by-law is, for any reason, held by a Court of law or other Administrative Tribunal to be invalid, the remaining Articles shall remain in effect until repealed.
- 18.2 Where a provision of this by-law conflicts with the provision of another by-law in force within the Municipality, the provisions that establish the higher standards to protect the health, safety and welfare of the general public shall prevail.

**19. LIABILITY**

- 19.1 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 save and except for direct loss or damaged caused by gross negligence of the cemetery.

**EFFECTIVE DATE**

- 19.1 This by-law shall come into force and take effect on \_\_\_\_\_, 2024 or the date approval is received from the Registrar.

**BY-LAW READ A FIRST AND SECOND TIME THIS 30<sup>TH</sup> DAY OF APRIL, 2024.**

**READ A THIRD TIME AND FINALLY PASSED THIS \_\_\_\_\_.**

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK

SCHEDULE “A” TO BY-LAW NO. 2024-28  
CONTRACT FOR PURCHASE OF INTERMENT RIGHTS

MOUNT PLEASANT CEMETERY  
The Corporation of the Township of Bonfield  
365 Hwy 531  
Bonfield ON P0H 1E0  
705-776-2641

HST # 108131830 Cemetery Licence #3289805

Sold To:	Name:	Date:
	Address:	
	Phone:	

<u>Item</u>	<u>Description</u>	<u>Price</u>	<u>Quantity</u>	<u>Sub-Total</u>
Interment Rights	Section XX Lot XXX Size of Lot 4' x 13' Care and Maintenance Fund			
TOTAL:				

Repurchase price after 30 days cooling off period: \_\_\_\_\_  
(TOTAL less Care and Maintenance)

It is agreed between the parties that this contract is subject to the Mount Pleasant Cemetery By-Law and the purchaser hereby acknowledges receipt of a copy of the Mount Pleasant Cemetery By-Law. The “Conditions of Contract” attached hereto and marked as Appendix “I” to the *Contract for Purchase of Interment Rights* have been read and understood.

PURCHASER: \_\_\_\_\_  
(signature of Purchaser(s))

\_\_\_\_\_  
(signature of Purchaser(s))

CEMETERY REPRESENTATIVE: \_\_\_\_\_  
(signature of Cemetery Administrative Clerk or his/her designate)

**APPENDIX “I”  
TO THE CONTRACT FOR  
PURCHASE OF INTERMENT RIGHTS  
CONDITIONS OF CONTRACT**

**The following trusting provisions are in effect in accordance with Section 12 of the Cemetery By-Law:**

- 1. Care and Maintenance Fund; and
- 2. Monument Care and Maintenance Fund.

See Cemetery User Fees By-law for exact amounts.

**A CONTRACT FOR THE PURCHASE OF INTERMENT RIGHTS INCLUDES:**

- The right of the purchaser, by written demand, to request the cemetery owner to repurchase the rights before they are used or exercised.
- The cemetery owner shall repurchase the interment rights within thirty days from the date the written demand was received.
- The repurchase price of the interment rights shall be determined by the current value for the rights less the amount the cemetery owner paid into the Care and Maintenance Fund in respect of the interment rights, except for return within the standard 30 day cooling off period during which a refund in full will be made.
- The private resale of interment rights by the purchaser is prohibited.
- In accordance with the by-law of the cemetery, the following restrictions on the exercising of the interment rights are outlined under Sections 7 and 8 of the Cemetery By-Law No. 2024-28 and amendments thereto.
- In exercising the interment rights contracted herein, the following documents are required: see Sections 7.2 and 7.4 of the Cemetery By-Law 2024-28.
- In accordance with the Cemetery By-Law, the following restrictions or requirements apply with respect to cemetery supplies and services purchased from a source other than the cemetery: see Section 3 Rules and Regulations of the Cemetery By-Law 2024-28 and amendments thereto.
- If a purchaser transfers an interment right, the purchaser shall give written notice of the transfer to the cemetery owner and return the original certificate of interment rights to the cemetery owner. The cemetery owner shall then issue a new certificate of interment rights to the transferee upon payment of the applicable transfer fee. If the original certificate of interment rights has been misplaced the cemetery owner will issue a duplicate certificate of interment rights upon payment of the applicable fee.
- In accordance with the Cemetery By-Law, the following restrictions on the transfer of interment rights apply: see Section 6 of the Cemetery By-Law 2024-28 and amendments thereto.
- The certificate of interment rights shall not be issued until the interment rights have been paid for in full.
- Interment Rights Capacity:     Single Lots – see Section 7.9 of By-Law 2024-28  
  Plots – see Section 7.10 of By-Law 2024-28
- Markers and Monuments:       see Section 11 of Cemetery By-Law 2024-28

SCHEDULE “B” TO BY-LAW NO. 2024-28

INTERMENT RIGHTS CERTIFICATE

MOUNT PLEASANT CEMETERY

The Corporation of the Township of Bonfield  
365 Hwy 531  
Bonfield ON P0H 1E0

This indenture made in triplicate on {Date of certificate}

**BETWEEN:** The Corporation of the Township of Bonfield  
(hereinafter called the Grantor) of the first part,

**AND:** {Name of Certificate Holder}  
{Address of Certificate Holder}  
(hereinafter called the Grantee, to include the plural should more than one name appear above) of the second part.

**WITNESSES** that for the sum of \${Sale price} paid to the Grantor, of which the sum of \${Care and Maintenance Fund Allocation} is set aside in Trust for Care and Maintenance in accordance with provisions of the *Funeral, Burial and Cremation Services Act*, 2002, the Grantor hereby sells to the Grantee interment rights in the single grave designated as Section {Section #} Lot {Grave #} as shown on the plan approved by the Minister of Consumer and Commercial Relations and having the dimensions of four (4) feet by thirteen (13) feet, subject to the provisions of the *Funeral, Burial and Cremation Services Act*, 2002, and the Regulations in effect thereunder, and subject to the approved By-Laws of the Grantor which may be in effect from time to time.

The Grantee, by acceptance of this indenture indicates that the By-Laws governing the operation of the cemetery have been received and read and agrees to be guided by the said By-Laws as well as the provisions of the *Funeral, Burial and Cremation Services Act*, 2002, as if these were included as part of this indenture.

The Grantee agrees that in the event of transfer of the said Interment Rights, this certificate cannot be transferred but will be returned to the Cemetery Owner who will issue a new certificate to the Transferee as per the stipulations within the By-Law.

With respect to the erection or installation of markers the Grantee, agrees to abide by the By-Law of the Mount Pleasant Cemetery, wherein restrictions on the erection or installation of markers are given and by which By-Laws are attached hereto.

**IN WITNESS** whereof, the Grantor and Grantee have affixed their signatures this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_.

**PURCHASER/GRANTEE:** \_\_\_\_\_  
(signature of Purchaser(s)/Grantee)  
\_\_\_\_\_  
(signature of Purchaser(s)/Grantee)

**CEMETERY REPRESENTATIVE:** \_\_\_\_\_  
(signature of Cemetery Administrative Clerk or his/her designate)

SCHEDULE “C” TO BY-LAW NO. 2024-28

INTERMENT/SERVICES CONTRACT

MOUNT PLEASANT CEMETERY

The Corporation of the Township of Bonfield  
365 Hwy 531  
Bonfield ON P0H 1E0

GRAVE WARRANT NO.	
DATE:	
NAME OF DECEASED:	
ADDRESS OF DECEASED:	
PLACE OF DEATH:	
DATE OF DEATH:	
NEXT OF KIN:	
DATE OF BIRTH:	
PLACE OF BIRTH:	
DATE OF INTERMENT:	
TIME OF INTERMENT:	
CASKET/CREMATION BURIAL:	
GRAVE LOCATION:	
SHELL OR NO SHELL:	
TYPE OF MARKER:	
FUNERAL DIRECTOR:	
FUNERAL HOME:	
INTERMENT RIGHTS HOLDER(S):	
ADDRESS:	
PHONE NUMBER:	
INFORMATION SUPPLIED BY:	
NOTES:	
INTERMENT FEE:	

It is agreed between the parties that this contract is subject to the By-Law of the Township of Bonfield with respect to the Mount Pleasant Cemetery and the Interment Rights Holder(s) hereby acknowledge that the cemetery is governed by these by-laws, a copy of which is attached, and that the Conditions of Contract attached have been read and understood.

PURCHASER:

(signature of Purchaser(s)/Interment Rights Holder)

(signature of Purchaser(s)/Interment Rights Holder)

CEMETERY REPRESENTATIVE:

(signature of Cemetery Administrative Clerk or his/her designate)

SCHEDULE “D” TO BY-LAW NO. 2024-28

LETTER OF PERMISSION TO BURY

MOUNT PLEASANT CEMETERY

The Corporation of the Township of Bonfield  
365 Hwy 531  
Bonfield ON P0H 1E0

This form is to be used jointly with Schedule “C” Interment/Services Contract when those financially responsible for interment/services costs are not the Interment Rights Holders. This Letter of Permission to Bury may be completed and held on file at the Township of Bonfield to be matched with an Interment/Services Contract at the time of an interment/service request so interment/services may take place in an expeditious manner when needed.

I/we, the undersigned \_\_\_\_\_

owner(s) of the Interment Rights of the lot/plot described as \_\_\_\_\_

in the Mount Pleasant Cemetery, 500 Mt. Pleasant Rd., Rutherglen, ON do grant permission for the burial of:

(Print Full Name and the Type of Burial – Casket or Cremation)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

in the aforementioned cemetery lot.

Please Print Name(s) of Interment Rights Holders

Signature(s)

_____	_____
_____	_____
_____	_____
_____	_____

Date: \_\_\_\_\_

No interment will take place unless the Burial Permit or the Certificate of Cremation, the Interment/Services Contract and this permission form are received from the Interment Rights Holder(s) or their representative(s) by the Township of Bonfield along with the prescribed fee for the opening of the grave. Restrictions may apply, please consult the Cemetery By-Law.

BURIALS PERMITTED PER GRAVE TYPE

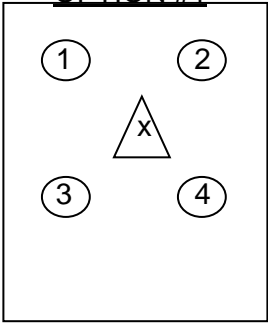
MOUNT PLEASANT CEMETERY  
The Corporation of the Township of Bonfield  
365 Hwy 531  
Bonfield ON P0H 1E0


1. Lots (4’X 13’) may have a total of:
- 1.1 Five (5) interments, this being a combination of one (1) casket and four (4) cremation burials; or

1.2 Six (6) cremation burials.





according to the following guidelines:

OPTION #1

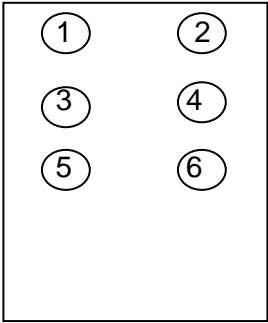


One casket 

Plus

Four cremation burials    

OPTION #2



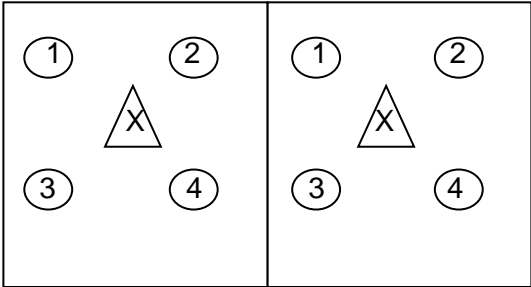
Six cremation burials      


2. Plots (8’ X 13’) may have a total of:
- 2.1 Ten (10) interments, this being a combination of two (2) casket and eight (8) cremation burials; or

2.2 Twelve (12) cremation burials.









according to the following guidelines:

OPTION #1

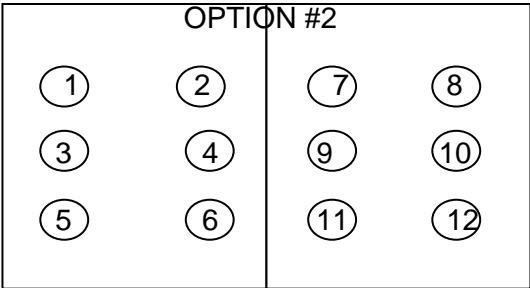














Two Caskets 

Plus

Eight cremation burials        

OPTION #2



Twelve  
Cremation Burial            



**SCHEDULE “F” TO BY-LAW NO. 2024-28**

# GRAVE WARRANT

No. \_\_\_\_\_

## MOUNT PLEASANT CEMETERY

The Corporation of the Township of Bonfield  
365 Hwy 531  
Bonfield ON P0H 1E0

Date: \_\_\_\_\_

TO: \_\_\_\_\_

**RE: Opening and closing of lot/plot**

You are hereby required to make a grave in:

Section: \_\_\_\_\_

Lot (Grave): \_\_\_\_\_

Name of Owner: \_\_\_\_\_

Name of Deceased: \_\_\_\_\_

Funeral Director: \_\_\_\_\_

Funeral Home: \_\_\_\_\_

Shell:                                            
                    Yes                      No

Casket or Cremation: \_\_\_\_\_

Date and Time of Funeral: \_\_\_\_\_

Date and Time of Interment: \_\_\_\_\_

(signature of Cemetery Administrative Clerk  
or his/her designate)