

**THE CORPORATION OF THE TOWN OF BRUCE MINES**

**BYLAW NO. 2023-27**

**BEING A BYLAW FOR CEMETERY MAINTENANCE,  
MANAGEMENT AND CONTROL OF THE BRUCE MINES  
CEMETERY AND TAYLOR STREET CEMETERY IN THE  
TOWN OF BRUCE MINES**

**WHEREAS** Municipalities under the *Bereavement Authority of Ontario* and the *Funeral, Burial and Cremation Services Act, 2002* are empowered to establish, regulate and operate cemeteries within their jurisdiction;

**AND WHEREAS** the Corporation of the Town of Bruce Mines deems it necessary to pass a by-law governing the operation of the two cemeteries operated under the Town of Bruce Mines Cemetery Board, namely:

Taylor Street Cemetery  
Bruce Mines Cemetery

**NOW THEREFORE** the Corporation of the Town of Bruce Mines ENACTS as follows:

**SECTION A: DEFINITIONS**

- “ACT”** shall mean the *Funeral, Burial and Cremation Services Act, 2002*, and any amendments
- “BAO”** shall mean the *Bereavement Authority of Ontario*
- BOARD”** shall mean the Cemetery Board appointed by the Council of the Town of Bruce Mines.
- “CARE & MAINTENANCE FUND”** shall mean that fund in which all moneys received for care and maintenance of lots has been invested by the Clerk of the Corporation of the Town of Bruce Mines for the Taylor Street and Bruce Mines Cemeteries.

It is 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.

<b>“CARETAKER”</b>	shall mean the person/contractor hired by the Council to maintain the cemeteries.
<b>“CEMETERY SERVICES”</b>	shall mean the following services in respect of a lot or plot: i) opening and closing of a lot or plot; ii) interring or disinterring human remains; iii) construction of a foundation for a marker;
<b>“CLERK”</b>	shall mean the Clerk of the Corporation of the Town of Bruce Mines.
<b>“CONTRACT”</b>	for purposes of these by-laws, all purchasers of interment, 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.
<b>“COUNCIL”</b>	shall mean the Council of the Town of Bruce Mines.
<b>“CORPORATION”</b>	shall mean the Corporation of the Town of Bruce Mines.
<b>“INTER”</b>	shall mean the burial in the cemetery of the body or remains of a human being.
<b>“INTERMENT RIGHTS”</b>	shall include the right to require or direct the interment of remains in a plot.
<b>“INTERMENT RIGHTS CERTIFICATE”</b>	means the certificate issued by the Corporation to a purchaser upon payment of the cost of interment rights and cemetery services.
<b>“INTERMENT RIGHTS CERTIFICATE HOLDER”</b>	means the person to whom the Interment Rights Certificate is issued or his or her legal representative, ascertained by production of a notarial copy of the Will or other evidence satisfactory to the City Clerk.
<b>“LOT”</b>	shall mean an area of land set aside to contain human remains. The lot size is 4 feet by 8 feet.
<b>“PLOT”</b>	shall mean two (2) or more lots in which the rights to inter have been sold together as a unit. The plot unit size is 16 feet by 16 feet. The plot will hold eight (8) lots.

<b>“MARKER”</b>	shall mean any monument, tombstone, plaque, headstone or other structure or ornament affixed to a lot or plot intended for human remains.
<b>“MONUMENT”</b>	shall mean any permanent memorial projecting above the ground installed within the designated space to mark the location of a burial lot
<b>“MINISTER”</b>	shall mean the Minister of Consumer Services for the Province of Ontario.

## **SECTION B: ADMINISTRATION**

1. The business and affairs of the two cemeteries, namely Taylor Street Cemetery and Bruce Mines Cemetery shall be managed and supervised by a board composed of two (2) councillors and two (2) lay persons who shall be appointed by council by bylaw.
2. The Board shall be responsible for the administration, management, care, maintenance and improvement of the aforesaid cemeteries.
3. The Board shall have the authority to engage and authorize a caretaker or other employee and contractors to carry out the duties of the Board.
4. The Board shall be responsible to the Council of the Town of Bruce Mines for the execution of their duties.
5. The Council shall have the right to remove any or all members of the Board for failure to carry out their duties or for other just cause.
6. The Board shall elect from their own number, a Chairperson.
7. The Council shall appoint the Clerk or his/her designate who is responsible to the Council of the Town of Bruce Mines for properly recording all matters and acts pertaining to cemeteries as come to within their respective jurisdictions and also act as Recording Secretary for the Taylor Street and Bruce Mines Cemeteries.
8. The Board shall render such reports as may be prescribed or as the Council may require.
9. The Council has authority to make final and binding decisions on behalf of the Board.
10. The Board shall meet at the call of the chairperson.
11. Fifty percent plus one (1) of the Board shall comprise a quorum and no business shall be transacted unless a quorum is present.
12. All Board members to be provided with a copy of the Bylaw.

**Note: Prior SECTION C Financials & Schedule “A” Schedule of fees - per BAO these have been removed from this bylaw and now have their own separate bylaw.**

## SECTION C: GENERAL INFORMATION

**1. General Conduct:**

The cemetery reserves full control over the cemetery operations and management of land within the cemetery grounds.

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.

**2. By Law Amendments:**

The cemetery shall be governed by these by-laws, and all procedures will comply with the FBCSA and O. Reg. 30/11 and 184/12, which may be amended periodically.

**3. All by-law amendments must be:**

- a. Published once in a newspaper with general circulation in the locality in which the cemetery is located;
- b. Conspicuously posted on a sign at the entrance of the cemetery; and
- c. 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, BAO.

**4. 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, columbarium niche, mausoleum crypt, 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.

**5. Public Register:**

Provincial legislation – 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.

**6. Pets or Other Animals:**

Pets or other lower animals, including cremated animal remains, are not allowed to be buried on cemetery grounds.

**7. Right to Re-Survey:**

The Cemetery has the right at any time to re-survey, enlarge, diminish, re-plot, change or remove plantings, grade, close pathways or roads, alter in shape or size, or otherwise change all or any part of the cemetery, subject to approval of the appropriate authorities.

## SECTION D: RULES & REGULATIONS

1. All persons entering the cemetery shall behave with due decorum.
2. Plot owners shall not permit interments to be made in their plots for remuneration and shall not sell their plots for remuneration.
3. Drivers of vehicles within the Cemeteries shall respect all plots and shall be held responsible for any damage done by said vehicles.
4. Recreational vehicles are not permitted within the Cemeteries.

5. No person shall:
  - 1) Place any fence, railing, curbs or other enclosures around, or anything other than sod (i.e. crushed marble or gravel) on the surface of any lot or plot.
  - 2) Write upon, deface, injure or damage any marker, railings, fence or other structure.
  - 3) Plant any shrubs or trees without permission of the Board. The Board reserves the right to remove any unsightly or neglected shrubs or trees.
6. Any person who damages any lot, plot, marker or any other structure in the cemeteries shall be held personally responsible.
7. The Corporation shall not be responsible for loss of or damage to: a lot, flowers, marker, structure, or any article or object of any kind attached to or part of any marker.
8. Remains of animals shall not be placed in any lot or interred or cremated remains placed in the Cemeteries.

### **SECTION E: OPERATIONS**

1. Lots or plots may be purchased by individuals upon payment of the appropriate fees as per bylaw #2023-26.
2. The Certificate of Interment Rights for a plot or lots shall be in the form attached hereto as Schedule "A" to this by-law and shall show:
  - a) The name and address of the purchaser of the plot or lots
  - b) The location of the lot to be purchased
  - c) The Cemetery that the lot is located in
  - d) The amount of the sale price and date of purchase
  - e) Be signed by the purchaser in the presence of a witness
  - f) Upon payment in full the Corporation shall prepare, have executed and deliver a Certificate of Interment Rights to the purchaser as set out in this by-law
3. Refunds will be given for lot purchases only; Care & Maintenance fees are non-refundable after 30 days of entering the contract & become part of the Trust Account.
4. The interment rights holder(s) may not resell the interment rights of lots except to the Town of Bruce Mines in accordance with the *Funeral, Burial and Cremation Services Act* and the regulations made under that *Act*.
5. The Transfer of a lot shall convey only those rights set out in Section E (2) of this by-law.
6. 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 Notarized copy of the Will or other evidence satisfactory to the Clerk or his/her designate, in the form attached hereto as Schedule "B" to this bylaw, the Clerk or his/her designate shall immediately cause the transfer to be entered in the register kept for that purpose as aforesaid, and shall issue a new Certificate of Interment Rights.

7. Purchasers of lots or plots acquire only the right of burial of human remains therein, and of installing a marker or monument and such rights shall be subject to the provisions of the *Funeral, Burial and Cremation Services Act* and of this bylaw as amended from time to time and no purchaser shall acquire any right, title or interest except as aforesaid or pursuant to the *Act*.
8. The interment Rights holder must designate, in writing, if another person is to be interred in his or her lot or plot.

#### **SECTION F: INTERMENT**

1. Taylor Street Cemetery and Bruce Mines Cemetery are considered closed and no new plots shall be sold.
2. The Board is empowered to fix and regulate the price for opening and closing of lots or plots subject to the approval by the Council and the Registrar.
3. No interment shall take place until such time as the lot or plot has been paid for, in full, including care and maintenance fees.
4. No interment shall take place until such time that a copy of the Burial Permit has been filed with the Clerk or his/her designate as designated by Council.
5. Interments shall take place only from April 15<sup>th</sup> to December 15<sup>th</sup> in any given year unless otherwise authorized by the Board and or caretaker.
6. One (1) interment of a body and two (2) interments of cremated remains shall be allowed in any regular lot.
7. No more than eight (8) cremain interments shall be made in any regular plot.
8. Double-depth interments are not permitted next to a single-depth interment, unless at the discretion of the Caretaker, the double-depth interment will not disturb adjoining lots.
9. Notice of each interment to be made shall be given to the Clerk or his/her designate at least 24 hours previous thereto except under special circumstances. The Board will not be responsible for having lots prepared for funerals unless such notice is given.
10. The Board reserves the right to select the location of the lot for any indigent burial.
11. Remains of animals shall not be placed in any lot or interred or cremated remains placed in the Cemeteries.

#### 12. **CANCELLATION OR RESALE OF INTERMENT RIGHTS**

Purchasers of interment acquire only the right to direct the burial of human remains and the installation of monuments, markers and inscriptions, subject to the conditions set out in the cemetery by-laws. In accordance with cemetery by-laws, no burial, entombment, scattering, 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 prior to seeking a third-party buyer for their interment rights.

**Cancellation of Interment Rights within 30 Day Cooling-Off Period:**

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

**Cancellation of Interment after the 30-Day Cooling-Off Period:**

- Upon receiving written notice from the purchaser of the interment, the cemetery operator will cancel the contract and issue a refund to the purchaser for the amount paid for the interment 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.
- If any portion of the interment has been exercised, the purchaser, or the interment rights holder(s) are not entitled to cancel the contract or re-sell the interment.

**Resale of Interment after 30 Day Cooling-Off Period:**

- Unless the interment rights have been exercised the purchaser retains the right to cancel the contract or re-sell the interment. Once payment for the interment has been made in full, and an interment rights certificate has been issued, the interment holder(s), as recorded on the cemetery records, has right to re-sell the interment rights. Any resale of the interment right shall be in accordance with the requirements of the cemetery by-laws and in keeping with the FBCSA and O. Reg. 30/11 and 184/12
- If any portion of the interment has been exercised, the purchaser, or the interment rights holder(s) are not entitled to re-sell the interment.

**Care and Maintenance Fund Contributions:**

- A. It is a requirement under the FBCSA and O. Reg. 30/11 and 184/12 that a prescribed amount or a percentage of the purchase price (excluding tax) of all interment rights sold; and prescribed amounts for monuments and markers is contributed into the care and maintenance fund. Interest earned from this fund is used to provide care and maintenance of lots, plots, markers and monuments at the cemetery. Contributions to the care and maintenance fund are not refundable except when interment is cancelled within the 30-day cooling off period.

**Permit or prohibit resale of interment to a third party:**

NOTE: ALL REALES OF INTERMENT MUST BE CARRIED OUT THROUGH THE CEMETERY OPERATOR.

**SECTION G: DISINTERMENT**

1. No disinterment shall be allowed in any lot or plot unless in accordance with Section 102.1 of the Funeral, Burial and Cremation Services Act 2002. S.O. 2002.33 (as amended).

## **SECTION H: MARKERS**

1. The Board reserves the right to determine the size of the markers, their composition, their number and location on each lot or plot:
  - 1) No more than one upright marker shall be erected on one lot.
  - 2) The minimum thickness of a marker shall be five (5) inches at its narrowest point.
  - 3) Markers shall not exceed 44 inches in height, including foundation (as per *Act*).
  - 4) Flat markers on a single lot shall not exceed 24 inches wide by six (6) inches deep.
  - 5) All markers to be granite, bronze or stone or wood at the discretion of the Board.
  - 6) No markers shall be allowed to stand on interment space of any lot or plot.
2. Upright markers shall be set upon an adequate foundation no less than six (6) inches deep and must exceed the marker by a minimum of six (6) inches on all sides. Foundation shall be flush with the ground.
3. No marker shall be erected without the supervision of the Board or its designate.
4. The Board or its designate reserves the right to enter onto any lot or plot to remove any marker or other structure or any inscription not in keeping with the decorum and dignity of the cemetery.
5. The Board shall not be held responsible for scratches or chips, which could occur from regular maintenance.
6. The Board shall be responsible for the maintenance and repairs of markers and may lay down markers considered unsafe.

## **SECTION I CONTRACTOR/MONUMENT DEALERS**

1. Any contract work to be performed within the cemetery requires the written pre-approval of the interment rights holder and the cemetery operator before the work may begin. Pre-approval includes but is not limited to: landscaping, delivery of monuments and markers, inscriptions, designs, drawings, plans and detailed specifications relating to the work, proof of all applicable government approvals and permits, the location of the work to be performed. It is the responsibility of all contractors to report to the cemetery office and provide the necessary approvals before commencing work at any location on the cemetery property.

Prior to the start of any said work, contractors must provide proof of :

WSIB coverage  
Occupational Health and Safety compliance standards  
Environmental Protection  
WHMIS  
Evidence of liability insurance of not less than \$2 million.

- A. All cemetery by-laws apply to all contractors and all work carried out by contractors within the cemetery grounds.
- B. 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.
- C. No work will be performed at the cemetery except during the regular business hours of the cemetery.

- D. Contractors shall temporarily cease all operations if they are working within 100 metres of a funeral until the conclusion of the service. The cemetery reserves the right to temporarily cease contractor operations at their sole discretion if the noise of the work being performed by the contractor is deemed to be a disturbance to any funeral or public gathering within the cemetery.
- E. Contractors, monument dealers and suppliers shall lay wooden planks on the burial lots and paths over which heavy materials are to be moved to protect the surface from damage.

**SECTION I: EFFECTIVE DATE**

1. This Bylaw shall repeal all bylaws previously passed for this purpose.
2. This Bylaw shall come into force and take effect upon its approval by the Bereavement Authority of Ontario.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED AND ENACTED THIS 5<sup>TH</sup> DAY OF JUNE, 2023.**

*Lory Patteri*

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**MAYOR - Lory Patteri**

*Judy Davis*

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**MUNICIPAL ADMINISTRATOR - Judy Davis**

**SCHEDULE "A" TO BYLAW NO. 2023-27**

**THE CORPORATION OF THE TOWN OF BRUCE MINES**

**CERTIFICATE OF INTERMENT RIGHTS**

Date of Purchase: \_\_\_\_\_

Pursuant to the *Funeral, Burial and Cremation Services Act, 2002* and regulations and amendments thereto:

BETWEEN

**The Corporation of the Town of Bruce Mines  
Operating the Taylor Street and Trunk Road Cemeteries**

Hereinafter called the "Cemetery

Owner"

And

\_\_\_\_\_ (Name/Names)

\_\_\_\_\_ (Address)

Hereinafter called the "Purchaser"

**IN CONSIDERATION** of the sum of \$ \_\_\_\_\_, receipt of which is hereby acknowledged, and which includes the sum of \$ \_\_\_\_\_ for Care and Maintenance (Perpetual Care), which is deposited with The Town of Bruce Mines, the Cemetery Owner agrees to assign to the purchaser the Burial of Interment Rights as follows:

**TAYLOR STREET CEMETERY**

**TRUNK ROAD CEMETERY**

Section \_\_\_\_\_ Plot \_\_\_\_\_ Lot \_\_\_\_\_  
Dimensions \_\_\_\_\_

The Purchaser, by acceptance of this Certificate, indicates that the Bylaw governing the operation of the Cemetery has been received and read, and agrees to be guided by the said Bylaw as well as provisions of the *Funeral, Burial and Cremation Services Act* as if these were included as part of this Certificate.

The Purchaser 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 Purchaser.

Information contained on this form is considered public information as per the *Act*. The purchase of a lot conveys only the right of burial of human remains therein and of installing a marker and no other right of title or interest is obtained in the lot/plot.

IN WITNESS whereof, the Cemetery Owner has affixed its signature by the hand of its property signing officer this \_\_\_\_\_ day of \_\_\_\_\_.

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**THE CORPORATION OF THE TOWN OF BRUCE MINES**

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**PURCHASER**

Land \$ \_\_\_\_\_

P/C \$ \_\_\_\_\_

Payment \_\_\_\_\_

**SCHEDULE "B" TO BYLAW NO. 2023-27**

**THE CORPORATION OF THE TOWN OF BRUCE MINES**

**APPLICATION FOR TRANSFER OF OWNERSHIP**

I, \_\_\_\_\_ of \_\_\_\_\_

The registered owner or legal representative of the owner, hereby make application for the transfer of:

**Section** \_\_\_\_\_ **Plot** \_\_\_\_\_ **Lot** \_\_\_\_\_

**TAYLOR STREET CEMETERY**

**TRUNK ROAD CEMETERY**

Now registered in the name of \_\_\_\_\_

**To**

\_\_\_\_\_ of \_\_\_\_\_  
(Name) (Address)

In accordance with Bylaws governing Cemeteries

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Owner or Legal  
Representative