

# THE CORPORATION OF TAY VALLEY TOWNSHIP

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## BY-LAW NO. 2024-0XX

### PINEHURST CEMETERY BY-LAW

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**WHEREAS**, under the *Funeral, Burial and Cremation Services Act, 2002*, S.O. 2002, c. 33, as amended, a Cemetery Operator shall ensure that the cemetery is operated in accordance with the *Funeral, Burial and Cremation Services Act, 2002* and the regulations;

**AND WHEREAS**, the Corporation of Tay Valley Township is both the Licensee and the Operator for the Pinehurst Cemetery;

**AND WHEREAS**, the Pinehurst Cemetery Board was originally established prior to amalgamation by Bathurst Township By-Law No. 1996-0021, to oversee the administration, operation, care and maintenance of the Pinehurst Cemetery;

**AND WHEREAS**, the Pinehurst Cemetery Board's establishment was confirmed by By-Law No. 2024-0XX;

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

#### 1. DEFINITIONS

- 1.1 **"Act"** – shall mean the *Funeral, Burial and Cremation Services Act, 2002*, S.O. 2002, c. 33, as amended.
- 1.2 **"Burial (Interment)"** - shall mean the opening of a Lot and then the placing of the dead human remains or cremated human remains in that Lot, followed by closing the Lot.
- 1.3 **"By-Laws"** – shall mean the rules and regulations under which the Cemetery operates.
- 1.4 **"Care and Maintenance Fund"** – shall mean the fund where 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 Markers, is contributed, or if no Scattering Rights are sold but scattering is permitted the prescribed amount when the scattering is conducted.
- 1.5 **"Cemetery"** – shall mean the Pinehurst Cemetery.

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- 1.6 “Cemetery Board”** – shall mean the Pinehurst Cemetery Board as established by By-Law No. 2024-0XX of the Corporation of Tay Valley Township.
- 1.7 “Cemetery Operator (and Cemetery Owner)”** – shall mean the Corporation of Tay Valley Township.
- 1.8 “Grave” (also known as a Lot)** – shall mean one inground burial space intended for the interment of a child, adult or cremated human remains.
- 1.9 “Interment”** - shall mean the opening of a Lot and then the placement of human remains, or cremated human remains in that Lot, followed by closing the Lot.
- 1.10 “Interment Right”** – shall mean the right to require or direct the interment of human remains or cremated human remains in a Grave or Lot and to authorize the installation of a monument or marker.
- 1.11 “Interment Rights Certificate”** – shall mean document issued by the Cemetery Operator 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.
- 1.12 “Interment Rights Holder”** – shall mean the person(s) authorized or entitled to inter human remains in a specified Lot. They may be the person named in the Interment Rights Certificate or such other person to whom the rights have been assigned.
- 1.13 “Lot”** – shall mean a single Grave space.
- 1.14 “Marker”** – shall mean any permanent memorial structure – monument, plaque, headstone, cornerstone or other structure or ornament affixed or intended to be affixed to a burial Lot or other structure or place intended for the deposit of human remains and may be used to indicate the location of a burial.
- 1.15 “Pleasure ORV”** – shall mean a vehicle propelled or driven otherwise than by muscular power or wind and designed to travel, (a) on not more than three wheels, or (b) on more than three wheels and being of a prescribed class of vehicle, and not used for the operation of the Cemetery.
- 1.16 “Plot”** – shall mean two or more Lots in respect of which the rights to inter have been sold as a unit.
- 1.17 “Registrar”** – means the registrar appointed under the Act.

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**1.18 “Treasurer”** – shall mean the Treasurer or designate duly appointed by the Municipality as prescribed in Section 286 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended.

**2. GENERAL INFORMATION**

**2.1 Hours of Operation**

2.1.1 Visitation Hours: Daylight hours.

2.1.2 Burial Hours: Daylight Hours.  
No burials shall take place from November 1 to April 30

2.1.3 Office Hours: To view cemetery records.

Tay Valley Township  
Municipal Office  
217 Harper Road, Perth, Ontario  
613-267-5353 ext. 110  
[www.tayvalleytwp.ca](http://www.tayvalleytwp.ca)

2.1.4 After Hours: Person in Charge of Day-to-Day Operations  
Jay Playfair  
613-267-5425

**2.2 General Conduct**

2.2.1 The Cemetery Operator reserves full control over the Cemetery operations and management of land within the Cemetery grounds.

2.2.2 The Cemetery Board shall oversee the administration, operation, care and maintenance of the Cemetery.

2.2.3 No person shall damage, destroy, remove or deface any property within the Cemetery.

2.2.4 All visitors shall conduct themselves in a quiet manner that shall not disturb any service being held.

2.2.5 Vehicles within the Cemetery shall be driven with due decorum at a moderate rate of speed and shall not leave the roadways.

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2.2.6 Owners of vehicles shall be responsible for any damages done by them or their drivers.

2.2.7 No Pleasure ORV's or snowmobiles are allowed in the Cemetery.

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

2.2.9 Dogs or other domestic pets are not permitted in the Cemetery, with the exception of Service Animals as outlined in the Municipality's Accessibility Policy.

2.2.10 Children under the age of 12 years are not permitted on the grounds of the Cemetery except under the charge of an adult who shall be responsible for their appropriate behaviour.

**2.3 Liability**

2.3.1 The Cemetery Operator or Cemetery Board 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, Marker, or other article that has been placed in relation to an Interment Right, save and except for direct loss or damage caused by gross negligence of the Cemetery Operator or Cemetery Board.

**2.4 Public Register**

2.4.1 Section 110 of *Ontario Regulation 30/11 – General*, as amended, requires all cemeteries and crematoriums to maintain a public register that is available to the public during regular office hours.

**2.5 Right to Re-Survey**

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

**3. DONATIONS**

**3.1 Donations**

3.1.1 Donations to the Cemetery are welcomed and will be used to support the operations and maintenance of the Cemetery.

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3.1.2 All donations to the Cemetery over \$25.00 will receive an official receipt.

**3.2 Bequest**

3.2.1 A bequest made through a will is a simple and impactful way of giving to the Cemetery.

**3.3 Memorial Services**

3.3.1 An annual memorial service will be held to raise funds to support the operations and maintenance of the Cemetery.

**4. SALE AND PURCHASE OF INTERMENT**

**4.1 Rights of Interment Rights Holders**

4.1.1 The purchase of Interment Rights is not a purchase of real estate or real property.

**4.2 Fees for Interment**

4.2.1 Interment Rights may be purchased at the rates on file at the Municipal Office.

4.2.2 The prices for Interment Rights include the applicable portion for deposit to the Care and Maintenance Fund.

4.2.3 Contributions to the Care and Maintenance Fund are not refundable except when Interment Rights are cancelled within the 30-Day Cooling-Off Period.

**4.3 Payments**

4.3.1 Payments for Interment Rights shall be made to a member of the Cemetery Board.

4.3.2 Lots and Plots must be paid in full at the time of purchase.

4.3.3 No burial, installation or removal of any Marker, or memorialization is permitted until the Interment Rights have been paid in full.

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**4.4 Documentation Provided to Purchaser**

- 4.4.1 The purchaser, prior to entering in a contract for Interment Rights will be provided with the following documents:
- a copy of the Cemetery's current By-Laws;
  - a copy of the Cemetery's current price list;
  - a copy of the contract for Interment Rights detailing the obligations of both parties; and
  - a copy of the Consumer's Information Guide.

**4.5 Cancellation of Interment Rights within 30 Days of Purchase**

- 4.5.1 A purchaser has the right to cancel an Interment Rights contract within thirty (30) days of signing the Interment Rights contract, by providing written notice of the cancellation to a member of the Cemetery Board.
- 4.5.2 The Cemetery Operator will refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation.

**4.6 Cancellation of Interment Rights after the 30-Days Following Purchase**

- 4.6.1 Upon receiving written notice from the purchaser of the Interment Rights, the Cemetery Operator will cancel the contract and issue a refund to the purchaser for the amount paid for the Interment Rights less the appropriate amount that is required to be deposited into the Care and Maintenance Fund.
- 4.6.2 This refund will be made within thirty (30) days of receiving said notice.
- 4.6.3 If the Interment Rights Certificate has been issued to the Interment Rights Holder(s), the certificate must be returned to a member of the Cemetery Board along with the written notice of cancellation.
- 4.6.4 If any portion of the Interment Rights has been exercised, the purchaser, or the Interment Rights Holder(s) are not entitled to cancel the contract or re-sell the Interment Rights.

**4.7 Repurchase of Interment Rights by Cemetery Operator**

- 4.7.1 The resale of Interment Rights to a third party is prohibited.

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- 4.7.2 The repurchase of unused Interment Rights in a Plot is not permitted if one of the Interment Rights in the Plot has been exercised.
- 4.7.3 An Interment Rights Holder may require, in writing, the Cemetery Board to repurchase the rights at any time before they are used.
- 4.7.4 Should a written request be made to repurchase the Interment Rights, the repurchase price of the Interment Rights shall be at the current price list amount less any Care and Maintenance Fund contribution amount previously made.
- 4.7.5 The Interment Rights Holder requesting the repurchase of the rights must return the Interment Rights Certificate to a member of the Cemetery Board and the rights holder(s) must endorse the Interment Rights Certificate, transferring all rights, title and interest back to the Cemetery Board.
- 4.7.6 The appropriate paperwork must be completed before the Cemetery Operator reimburses the rights holder(s).
- 4.7.7 The repurchase and payment to the rights holder will be made within thirty (30) days of receiving said request.
- 4.7.8 Should the repurchase of Interment Rights occur under 4.7.8 above, the repurchase price shall be waived. The Interment Rights holder is not entitled to any repurchase price.

**4.8 Abandoned Interment Rights**

- 4.8.1 If any Interment Rights have not been used after a twenty (20) year period has passed, they may be considered abandoned.
- 4.8.2 The Cemetery Operator may apply to the registrar for a declaration that the rights are abandoned as outlined in Section 49 of the Act.

**5. CONFIRMATION OF INTERMENT RIGHTS**

- 5.1 Interment Rights Holders may confirm burial locations for themselves or their family members in specific Lots or Plots.
- 5.2 All confirmations are to be completed through a member of the Cemetery Board.

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**5.3** Before confirmation can be made, the following documentation must be provided to a member of the Cemetery Board:

- a current Interment Rights Certificate;
- a written request for the confirmation of the Interment Rights, which includes the names and addresses of the current rights holder(s), and the exact location of the Interment Rights;
- legal proof of identity (e.g. passport, driver's license);
- written permission from all persons having inherited Interment Rights; and
- any other documentation in the Interment Rights Holder(s) possession relating to the rights.

**5.4** Where there is a question of inheritance of Interment Rights, or where there are multiple family members with equal claim to Interment Rights, reservations cannot be made without written consent of all parties with claim to the Interment Rights.

## **6. INTERMENTS**

### **6.1 Authorization**

- 6.1.1 Interment Rights Holder(s) must contact the person in charge of day-to-day operations prior to a burial taking place.
- 6.1.2 Should the Interment Rights Holder be deceased, authorization must be provided in writing by the person authorized to act on behalf of the Interment Rights Holder in keeping with the *Succession Law Reform Act* (i.e. Personal Representative, Estate Trustee, Executor or next of kin).
- 6.1.3 A burial permit issued by the Registrar General or equivalent document showing that the death has been registered with the province must be provided to a member of the Cemetery Board prior to a burial taking place.
- 6.1.4 A certificate of cremation must be submitted to a member of the Cemetery Board prior to the burial of cremated remains taking place.
- 6.1.5 In accordance with the Act, the purchaser of Interment Rights must enter into a Cemetery contract, providing such information as may be required by the Cemetery Board for the completion of the contract and the public register prior to each burial of human remains.



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**6.2 Documentation Provided to Purchaser**

6.2.1 The purchaser, after entering in a contract for Interment Rights will be provided with the following documents:

- an Interment Rights Certificate; and
- a copy of the signed contract for Interment Rights detailing the obligations of both parties.

**6.3 Payment**

6.3.1 Persons requesting Interments in Lots or Plots shall be held responsible for any charges incurred.

6.3.2 Payment must be made to the Cemetery Board before a Burial can take place unless payment has already been made to the funeral home.

**6.4 Opening and Closing Graves**

6.4.1 The family of the deceased or the funeral home shall arrange the opening and closing of graves.

**6.5 General Provisions**

6.5.1 Human remains to be buried in a grave must be enclosed in a container, sealed securely and of sufficient strength to permit burial with the container remaining intact.

6.5.2 Not more than one (1) burial of human remains and one (1) burial of cremated remains on top of the human remains, or two (2) burials of cremated human remains may be made in any single Lot.

6.5.3 A member of the Cemetery Board shall be given a minimum of forty-eight (48) hours notice for each burial.

**7. MEMORIALIZATION**

7.1 No Marker shall be erected or permitted on a Lot until all charges have been paid in full and/or a permit is obtained from a member of the Cemetery Board.

7.2 No Marker of any description shall be placed, moved, altered, or removed without permission from a member of the Cemetery Board.

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- 7.3** Within thirty (30) days of the purchase of a Plot, it is the responsibility of the Interment Rights Holder to supply four (4) cornerstones (Plot Markers) to be installed by a member of the Cemetery Board.
- 7.4** Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered normal wear and tear.
- 7.5** The Cemetery Board will take reasonable precautions to protect the property of Interment Rights Holders, but it assumes no liability for the loss of, or damage to any Marker, or part thereof.
- 7.6** Markers are owned by the Interment Rights Holder and the Cemetery Board or Cemetery Operator is not responsible for their loss or deterioration. These memorials should be protected by the Interment Rights Holder's own insurance coverage.
- 7.7** The Cemetery Board reserves the right to determine the maximum size of Markers, their number and their location on each Lot or Plot. They must not be of a size that would interfere with any future interments.
- 7.8** All foundations for Markers shall be built by the monument company at the expense of the Interment Rights Holder.
- 7.9** Should any Marker present a risk to public safety because it has become unstable, the Cemetery Board shall do whatever it deems necessary by way of repairing, resetting, or laying down the Marker or any other remedy to remove the risk.
- 7.10** The Cemetery Board reserves the right to remove at its sole discretion any Marker or inscription which is not in keeping with the dignity and decorum of the Cemetery as determined by the Cemetery Board.
- 7.11** A Marker shall be erected only after the specific design plans have been approved by a member of the Cemetery Board including: dimensions, material of structure, construction details, and proposed location.
- 7.12** The minimum thickness for flat Markers including footstones is 4 inches or 10 cm.
- 7.13** No monument shall be delivered to the Cemetery for installation until the monument foundation has been completed, and the Interment Rights Holder(s) and/or retailer have been notified by a member of the Cemetery Board.

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**7.14** The placement of a Marker shall not interfere with future interments.

**7.15** The following are the Lot sizes:

Single Lot: 3' x 9' long

Double Lot: 6' x 9' long

**7.16** One (1) casket and (1) urn on top of the casket or two (2) urns may be placed in each Lot.

**8. CARE AND PLANTING**

**8.1** A portion of the price of Interment Rights is trusted into the Care and Maintenance Fund. The interest income generated from this fund is used to maintain, secure and preserve the Cemetery grounds and Markers. Services that can be provided through this fund include:

- re-levelling and sodding or seeding of Lots or scattering grounds;
- maintenance of Cemetery roads, sewers and water systems;
- maintenance of perimeter walls and fences;
- maintenance of Cemetery landscaping; and
- repairs and general upkeep of Cemetery maintenance buildings and equipment.

**8.2** No person other than a member of the Cemetery Board shall remove any sod or in any other way change the surface of the burial Lot in the Cemetery.

**8.3** No person shall plant trees, flower beds or shrubs in the Cemetery except with the approval of a member of the Cemetery Board.

**8.4** If any trees or shrubs in any Lot have become by means of their roots or branches or in any other way, detrimental to the adjacent Lots, drains, roads or walks, or prejudicial to the general appearance of the grounds or inconvenient to the public, the Cemetery Board may remove such trees, shrubs, or parts thereof after 30 days notice to the Internment or Scattering Rights Holder.

**8.5** Flowers placed on a grave for a funeral shall be removed by a member of the Cemetery Board after a reasonable time to protect the sod and maintain the tidy appearance of the Cemetery.

**8.6** Permission is not required before removing flowers, plants, ribbons or other articles from the Rights Holder's graves or Lots.

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**9. ITEMS THAT ARE PROHIBITED AND PERMITTED**

- 9.1** The Cemetery reserves the right to regulate the articles placed on Lots or Plots that pose a threat to the safety of all Interment and Scattering Rights Holders, visitors to the Cemetery and Cemetery volunteers, prevents the Cemetery from performing general cemetery operations, or are not in keeping with the respect and dignity of the Cemetery.
- 9.2** Prohibited articles will be removed and disposed of without notification.
- 9.3** The following articles are **prohibited** from being placed on Lots within the Cemetery: articles made of hazardous materials such as non-heat resistant glass (excludes glass attached to monuments), or corrosive metals; loose stones or sharp objects; trellises or arches; chairs or benches, except those used as markers.
- 9.4** 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.
- 9.5** The Cemetery shall not be responsible for loss or damage to any articles left upon any Lot or Pot.

**10. RULES FOR CONTRACTOR/MONUMENT DEALER AND WORKERS**

- 10.1** All Cemetery By-Laws apply to all contractors and all work carried out by contractors within the Cemetery grounds.
- 10.2** Any contracted work to be performed within the Cemetery requires the pre-approval of a member of the Cemetery Board before the work may begin.
- 10.3** Pre-approval includes but is not limited to: landscaping, delivery of Markers, inscriptions, designs, drawings, plans and detailed specifications relating to the work, proof of all applicable government approvals and permits, and the location of the work to be performed.
- 10.4** It is the responsibility of all contractors to report to a member of the Cemetery Board and provide the necessary approvals before commencing work at any location on the Cemetery property.
- 10.5** Prior to the start of any said work, contractors shall have WSIB coverage for their workers, be compliant with the Occupational Health and Safety Act and Accessibility for Ontarians with Disabilities Act, as well as have sufficient liability insurance.

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- 10.6** Contractors shall temporarily cease all operations if they are working within 100 metres of a funeral until the conclusion of the service.
- 10.7** 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.
- 10.8** No Marker shall be delivered to the Cemetery until the foundation is completed and the contractor is ready to proceed with the work of installation.
- 10.9** 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.
- 10.10** No Marker shall be removed without the written permission of the Cemetery Operator.
- 10.11** All rubbish shall be removed by the contractor from the Cemetery, otherwise the obstructions will be removed, and the expenses charged to the contractor.

**11. FINANCIALS**

- 11.1** All monies for the Cemetery shall be submitted to the Cemetery Operator.
- 11.2** The Treasurer shall keep full and accurate books of account in which receipts and disbursements of the Cemetery shall be recorded, and under the direction of the Cemetery Board, shall deposit all monies with respect to the operation of the Cemetery in a special bank account, designated for that purpose, and to the Care and Maintenance Fund, and shall render to the Cemetery Board at their meetings, or whenever required, an account of all transactions and of the financial position of the Cemetery.

**12. CARE AND MAINTENANCE FUND**

- 12.1** The deposit to the Care and Maintenance Fund shall be as specified in the Act.
- 12.2** Interest earned from this fund shall be used to provide care and maintenance of Lots, Plots, and Markers at the Cemetery.

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**13. AMENDMENT OF BY-LAW**

**13.1** No amendment or repeal of this by-law or any part thereof shall be considered at any Meeting of Council unless:

13.1.1 Notice of intention of proposed amendment or repeal has been published once in a newspaper with general circulation in the locality in which the Cemetery is located;

13.1.2 Conspicuously posted on a sign at the entrance of the Cemetery; and

13.1.3 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.

**13.2** All by-laws and by-law amendments are subject to the approval of the Bereavement Authority of Ontario and the Registrar.

**14. ULTRA VIRES**

14.1 Should any sections of this by-law, including any section or part of any schedules attached hereto, be declared by a court of competent jurisdiction to be ultra vires, the remaining sections shall nevertheless remain valid and binding.

**15. BY-LAWS REPEALED**

**15.1** All by-laws or parts thereof and resolutions passed prior to this by-law which are in contravention of any terms of this by-law are hereby rescinded.

**16. EFFECTIVE DATE**

**16.1** **THAT**, this by-law shall come into force and effect upon approval of the Registrar.

**16.2** ENACTED AND PASSED this **XX day of August, 2024**.

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**Robert Rainer, Reeve**

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**Amanda Mabo, Clerk**