



## **BOLINGBROKE CEMETERY BOARD AGENDA**

Friday, April 21<sup>st</sup>, 2023 - 10:00 a.m.  
Municipal Office – Council Chambers – 217 Harper Road

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***Chair, Councillor Wayne Baker***

**1. CALL TO ORDER**

**2. INTRODUCTIONS**

- Chair, Councillor Wayne Baker
- Doug Boyd
- Betty Ann Gillespie
- Darla Kilpatrick
- Staff

**3. AMENDMENTS/APPROVAL OF AGENDA**

*Suggested Motion:*

***“THAT, the agenda be adopted as presented.”***

**4. DISCLOSURE OF PECUNIARY INTEREST AND/OR CONFLICT OF INTEREST  
AND GENERAL NATURE THEREOF**

**5. APPROVAL OF MINUTES**

- i) **Minutes – May 25<sup>th</sup>, 2022 – *attached, page 9.***

*Suggested Recommendation:*

***“THAT, the minutes of the Bolingbroke Cemetery Board Meeting held on May 25<sup>th</sup>, 2022 be approved as circulated.”***

## 6. BUSINESS

### i) Legislation

The cemetery and its operations are governed by the Funeral, Burial and Cremation Services Act, 2002, as well as a number of Regulations under the Act.

- Funeral, Burial and Cremation Services Act, 2002  
<https://www.ontario.ca/laws/statute/02f33>
- O. Reg. 374/18 – Discipline and Appeal Committees  
<https://www.ontario.ca/laws/regulation/180374>
- O. Reg. 216/18 – Code of Ethics  
<https://www.ontario.ca/laws/regulation/180216>
- O. Reg. 184/12 – Care and Maintenance Exemptions and Miscellaneous Charges  
<https://www.ontario.ca/laws/regulation/120184>
- O. Reg. 30/11 - General  
<https://www.ontario.ca/laws/regulation/110030>
- Occupiers' Liability Act  
<https://www.ontario.ca/laws/statute/90o02>

### ii) Bereavement Authority of Ontario (BAO).

<https://thebao.ca/about-the-bao/>

The BAO is a government delegated authority administering provisions of the *Funeral, Burial and Cremation Services Act, 2002 (FBCSA)* on behalf of the Ministry of Public and Business Service Delivery. Responsible for protection of the public interest, the BAO regulates and supports licensed: funeral establishment operators, directors and preplanners; cemetery, crematorium and alternative disposition operators; transfer service operators; and bereavement sector sales representatives across Ontario.

The BAO is charged with enforcing the Act and its regulations.

### iii) History of the Bolingbroke Cemetery

#### Information on File

In 1993 in a letter from the Ministry of Consumer and Commercial Relations the Township of South Sherbrook was notified that their license to own a cemetery was about to expire and they needed to renew their license immediately.

In 1995 in a letter from the Township of South Sherbrooke to the Ministry of Consumer and Commercial Relations the Township informed the Ministry that the cemetery was not owned by the Township but that it is active.

In 2012 in a letter from the Ministry of Consumer Services Tay Valley Township was notified that the Bolingbroke Cemetery, along with two others, were abandoned to the Township of South Sherbrooke many years ago when the parishes ceased operating. Following amalgamation, the abandoned cemeteries became the responsibility of the former Township of Bathurst, Burgess, Sherbrooke, now Tay Valley Township. Tay Valley was being requested to assume care and ownership of the three abandoned cemeteries and to ensure that they are maintained and preserved.

Since 2012, Bolingbroke Cemetery has been listed on the Annual License Report for Cemetery Operators for the Township as being an inactive cemetery with the Township being the license holder.

### **BAO**

In 2021, the BAO confirmed that the Township is the license holder, as well as the operator and is therefore 100% responsible for the cemetery. The land on which the cemetery sits is owned by a Trust (Reginald Norris in Trust) and the day-to-day operations are run by community volunteers. This set-up is very common in rural municipalities and is similar to the set-up of the Pinehurst Cemetery of which the Township is the license holder and operator but does not own the land or run the day-to-day operations.

Before the BAO will consider an expansion, the Township needs to bring the cemetery into compliance with the *Funeral, Burial and Cremation Services Act, 2002 (FBCSA)* and its regulations.

### **Cemetery Board**

In 2021 the BAO had assigned a compliance officer to ensure the Township is actively working towards compliance. As a first step towards compliance a Bolingbroke Cemetery Board needed to be established to oversee the operations of the cemetery, and development of the necessary by-laws, policies and procedures, records management, financial oversight and annual reporting.

In August 2021 the Bolingbroke Cemetery Board was established and is working on compliance, including but not limited to:

- Website – Posting Required Information
- Insurance
- Price List
- Interment Rights Certificate
- Contract for Interment Rights
- Disinterment Rights Certificate
- Disinterment Rights Contract
- Tracking Sheet

- Records – All originals transferred to Township
- Cemetery By-Law
- Cemetery Checklist
- Transfer of Financials to the Township
- 2023 Budget
- Self Evaluation Compliance Checklist

iv) **Website** (demo)

<https://www.tayvalleytwp.ca/en/municipal-government/bolingbroke-cemetery-board.aspx#Additional-Information>

As documents and information are updated, they will be posted to the Township's webpage for the Bolingbroke Cemetery Board, some of which are mandatory to be posted.

v) **Insurance**

**Active Cemeteries**

- Bolingbroke Cemetery is an active cemetery
- When run by a Committee of Council (Board), the Township's insurance will defend and indemnify the members and volunteers, as well as Tay Valley Township itself, against allegations of negligence by third parties
- When run by an outside organization, the Township's insurance will protect the Township as licence holder, and the organization's insurance will protect them and their volunteers

vi) **Price List – attached, page 15.**

Division E – Price Lists and Pricing, section 54 to 75 of the Act, outline the requirements with regards to Price Lists.

The current Price List was approved by the Board at its meeting May 25<sup>th</sup>, 2022 and was posted on the Township website as legally required. Since its adoption, the contact person has changed so the Price List has been updated to reflect this.

The Price List must be posted on the Township website and a copy provided to any person who requests one or to any prospective purchaser.

vii) **Interment Rights Certificate – attached, page 17.**

The current Interment Rights Certificate was adopted by the Board at its meeting on May 25<sup>th</sup>, 2022 and copies were provided to the contact person Garnet Grey. Since its adoption, the contact person has changed so the Interment Rights Certificate has been updated to reflect this.

New copies have been provided to the contact person, Darla Kilpatrick.

viii) **DRAFT Contract for Interment Rights – attached, page 18.**

Most of the information contained in the contract is legislatively required.

Before a Contract for Interment Rights is signed, the following documentation must be provided:

- Interment Rights Certificate,
- Bolingbroke Cemetery By-Law,
- Price List,
- Consumer Information Guide, and
- the Contract for Interment Rights.

The Buyer will sign two copies of the Contract for Internment Rights. The Buyer keeps one copy, the other is for Township records. A Contract for Interment Rights is filled out and signed for anything that is being sold.

*Suggested Motion:*

***“THAT, the Internment Rights Contract for the Bolingbroke Cemetery be approved, subject to any changes recommended by legal counsel.”***

ix) **DRAFT Disinterment Rights Certificate – attached, page 25.**

Last fall there was a request to disinter remains, so a certificate was drafted as well as a contract. Both still need to be reviewed by legal.

*Suggested Motion:*

***“THAT, the Disinterment Rights Certificate for the Bolingbroke Cemetery be approved, subject to any changes recommended by legal counsel.”***

x) **DRAFT Contract for Disinterment Rights – attached, page 26.**

*Suggested Motion:*

***“THAT, the Disinterment Rights Contract for the Bolingbroke Cemetery be approved, subject to any changes recommended by legal counsel.”***

xi) **Tracking Sheet – Interment & Disinterment Contracts and Certificates – attached, page 33.**

There needs to be a way to track contract numbers and certificate numbers. The tracking sheet will be maintained and updated by the Township and will be emailed to the contact person every time there is an update. The contact person will work with the Community Services Coordinator to get the spreadsheet updated for 2022 and 2023 prior to the end of April so that the information can be provided to the BAO.

xii) **Records**

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 – the Municipal Office.

All original records of the cemetery must be housed and maintained by the Township, however the person responsible for the day-to-day operations can have copies.

xiii) **DRAFT Bolingbroke Cemetery By-Law.**

- Draft By-Law – *attached, page 34.*
- Submission Procedures for Approval of Cemetery By-Law – *attached, page 50.*

*Suggested Motion:*

*“THAT, the Bolingbroke Cemetery by-law be approved, subject to any changes recommended by legal counsel, and brought forward to Township Council for approval in principle for circulation to the Bereavement authority of Ontario for comment.”*

xiv) **Cemetery Procedures/Checklist**

One will be developed to assist Board Members with the steps to take with regards to things like interments, disinterment, packages for prospective purchasers, with regards to the financials (ex. drop off first Friday of every month, along with any contracts and certificates), etc.

xv) **Transfer of Financials to the Township.**

The financials were transferred to the Township last month.

There are two separate accounts, a general account and a care and maintenance account, which is required by legislation.

A member of the Board is submitting funds monthly, if any.

xvi) **General Account versus Care and Maintenance Fund Account.**

All funds are the Bolingbroke Cemetery's and will not be used for any other purpose.

General Account – *attached, page 52.*

2022 Expenses – *attached, page 53.*

Care and Maintenance Fund Balances – *attached, page 54.*

Care and Maintenance Fund – O. Reg. 30/11 – *attached, page 55.*

xvii) **2023 Draft Budget – *to be distributed by the Board Members at the meeting.***

Funds cannot be spent unless authorized by the Board.

A yearly proposed budget should be presented in the fall of the preceding year to be reviewed and approved by the Board. This way the Board has authorization to continue organizing regular expenditures such as grass cutting without holding a meeting every time an invoice needs to be paid. Also, in the budget should be included any one-off repairs or maintenance. If there is an additional expense outside of the budget, a resolution will need to be passed by the Board.

xviii) **Additional Questions from Volunteers**

**7. NEW/OTHER BUSINESS**

None.

**8. NEXT MEETING DATE AND PROPOSED AGENDA ITEMS**

Next Meeting: May 25<sup>th</sup> at 1:00 p.m.

Proposed Agenda Items: To be determined.

**9. DEFERRED ITEMS**

*\*The following items will be discussed at the next and/or future meeting:*

- *Expansion of Cemetery - survey, fencing, lot addition, new entrance and repair pillars, 1 new double gate, trees (donated)*

**10. ADJOURNMENT**

# MINUTES



## **BOLINGBROKE CEMETERY BOARD MINUTES**

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**Wednesday, May 25<sup>th</sup>, 2022**

**2:00 p.m.**

**Tay Valley Municipal Office – 217 Harper Road, Perth, Ontario  
Council Chambers**

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### **ATTENDANCE:**

**Members Present:** Chair, Councillor RoxAnne Darling  
Darla Kilpatrick  
Garnet Gray  
Ronald J. Fournier

**Staff Present:** Amanda Mabo, Acting CAO/Clerk  
Kathryn Baker-Reed, Community Services Coordinator  
Olivia Trudel, Administrative Assistant/Recording Secretary

**Members/Staff Absent:** Betty Anne Gillespie

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### **1. CALL TO ORDER**

The meeting was called to order at 2:00 p.m.  
A quorum was present.

### **2. AMENDMENTS/APPROVAL OF THE AGENDA**

The agenda was approved as presented.

### **3. DISCLOSURE OF PECUNIARY INTEREST AND/OR CONFLICT OF INTEREST AND GENERAL NATURE THEREOF**

None at this time.

**4. APPROVAL OF MINUTES**

i) **Minutes – November 29<sup>th</sup>, 2021**

The minutes of the Bolingbroke Cemetery Board Meeting held on November 29<sup>th</sup>, 2021, were approved as presented.

**5. ORIENTATION FOR NEW WORKING GROUP**

i) **Procedural By-Law.**

The Acting CAO/Clerk explained to the Board how other Working Groups/Boards use the applicable sections of the Tay Valley Township Procedural By-Law instead of creating their own.

**RESOLUTION #BCB-2022-05-01**

**MOVED BY:** Darla Kilpatrick  
**SECONDED BY:** RoxAnne Darling

**“THAT**, the Bolingbroke Cemetery Board use the applicable sections of the Tay Valley Township Procedural By-Law as its Procedural By-Law.”

**ADOPTED**

**6. BUSINESS**

i) **Price List.**

The Board reviewed and discussed the price list. G. Gray asked if the prices were comparable to other cemeteries. The Acting CAO/Clerk said the prices were comparable to other rural cemeteries in the area.

**RESOLUTION #BCB-2022-05-02**

**MOVED BY:** Garnet Gray  
**SECONDED BY:** Ronald Fournier

**“THAT**, the Price List for the Bolingbroke Cemetery be adopted, effective January 1, 2022.”

**ADOPTED**

ii) **DRAFT Internment Rights Certificate**

The Board reviewed the Internment Rights Certificate. There was confusion as to why there are four name places listed. G. Gray asked if someone purchases more than one plot, do they have to give a name for each of the plots. The Acting CAO/Clerk responded that yes, it is required that there must be a name attached to every plot sold.

**RESOLUTION #BCB-2022-05-03**

**MOVED BY:** Darla Kilpatrick

**SECONDED BY:** RoxAnne Darling

“**THAT**, the Internment Rights Certificate for the Bolingbroke Cemetery be approved.”

**ADOPTED**

iii) **DRAFT Contract for Internment Rights**

The Board reviewed and discussed the Contract for Internment Rights at length. The Acting CAO/Clerk explained that most of the information contained in the contract is legislatively required and therefore most of it must remain, but the Board can add items and change formatting. D. Kilpatrick asked if a box at the top of the Contract for Internment Rights could be added to record the Internment Rights Certificate number. The Board agreed that this would be helpful. Councillor Darling asked if the Contract for Internment Rights, Terms and Conditions could be numbered to make for easier reading. The Board agreed that this would be helpful.

The Acting CAO/Clerk explained the Contract for Internment Rights process. Before a Contract for Internment Rights is signed, the following documentation must be provided: the Internment Rights Certificate, the By-Law, the Price List, Consumer Information Guide, and the Contract for Internment Rights. The Buyer will sign two copies of the Contract for Internment Rights. The Buyer keeps one copy, the other is for Township records. A Contract for Internment Rights is filled out and signed for anything that is being sold.

It was brought to the Board’s attention by G. Gray that the monument companies collect the fee for the Care and Maintenance Fund. As a result, the Draft By-Law and Draft Internment Rights Contract will need to be revised.

The next version of DRAFT Contract for Internment Rights will be discussed at the next meeting.

iv) **Discussion of DRAFT #2 Bolingbroke Cemetery By-Law**

The Board suggested the following changes or requested additional clarification:

- 2.3.1 – the Township is waiting on a response from the insurer
- 10.3 – add “except for those used as markers”; remove ceramics

- 10.4 – “wilted”
- 10.5 – remove
- 10.6 – remove
- 10.7 – remove
- 11.2 – take out “written” and “the Internment Rights Holder and”
- 11.3 – to remain unchanged

At the next meeting the DRAFT By-Law will be discussed again.

v) **Transfer of Financials to the Township.**

The Acting CAO/Clerk asked the Board if they knew where the cemetery does their banking. G. Gray explained that B. A. Gillespie, who is their Treasurer, would know all the details. It was decided that the Acting CAO/Clerk and Treasurer would set up a meeting with B. A. Gillespie to discuss the financials and get then moving.

The Bereavement Authority of Ontario (BAO) wants two bank accounts set up: a general account and a care and maintenance account.

At the next meeting, Transfer of Financials will be discussed again.

vi) **Insurance.**

The Acting CAO/Clerk is investigating who/what is covered under the Township’s insurance and if further insurance will need to be obtained.

At the next meeting Insurance will be discussed again.

**7. NEW/OTHER BUSINESS**

The Board added the following two items to the agenda.

i) **Repairs.**

G. Gray explained that there are some cosmetic repairs that need to be done. The Acting CAO/Clerk explained that all expenses need to be approved by the Board now that the Board has been established. For example, Pinehurst Cemetery Board presents a yearly proposed budget for review. If there is an additional expense outside of the budget, a resolution will need to be passed by the Board.

ii) **Signage.**

The Acting CAO/Clerk inquired about a Tay Valley sign for the Bolingbroke Cemetery with similar branding to other important landmarks in the Township. Sample photos will be sent to the Board for review.

**8. NEXT MEETING DATE AND PROPOSED AGENDA ITEMS**

Next Meeting: To be determined

Proposed Agenda Items:

- *DRAFT Checklists – Disclosure to Prospective Purchasers*

**9. DEFERRED ITEMS**

***\*The following items will be discussed at the next and/or future meeting:***

- *DRAFT Bolingbroke Cemetery Procedure*
- *Compliance Self Evaluation Compliance Checklist*
- *Records*
- *Website*
- *Expansion of Cemetery*

**10. ADJOURNMENT**

The meeting was adjourned at 3:50 p.m.

# **BUSINESS**



## Bolingbroke Cemetery Price List

(effective January 1, 2022)

The Corporation of Tay Valley Township  
217 Harper Road, Perth, Ontario  
613-267-5353 or 1-800-810-0161  
[www.tayvalleytpw.ca](http://www.tayvalleytpw.ca)

Person in Charge of Day-to-Day Operations  
Darla Kilpatrick  
613-273-5441

### Internment Rights and Marker Limitations

Internment Right	Number of Burials Allowed	Marker Allowed?
Single Lot	1 Casket or 2 Cremated Remains	Yes
Double Lot	2 Caskets or 4 Cremated Remains	Yes

### Internment Rights (Lot Sales)

Type of Plot	Size	Land Fee	Care & Maintenance Fund	TOTAL
Single Lot	4' 6" w x 11' long	\$600	\$290	\$890
Double Lot	9' w x 11' long	\$1,200	\$580	\$1,780

### Burial Charges

Service	TOTAL
Gate Fee	\$350
Supplier Erection of Marker or Bench	\$100
Disinterment	\$350
Disinterment – Removal of Marker or Bench	\$100

### Other Services

Service	TOTAL
Issue a Duplicate Internment Rights Certificate	\$25

### Marker Care and Maintenance Rates

Marker	Fee	Care & Maintenance Fund	TOTAL
Flat Marker (less than 173 squared inches)	\$0	\$50	\$50
Flat Marker (at least 173 squared inches)	\$0	\$100	\$100
Upright Marker (4' x 4")	\$0	\$200	\$200
Upright Marker (larger than 4' x 4')	\$0	\$400	\$400

## **Payment**

Payments shall be made to a member of the Cemetery Board by cash or cheque.

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

## **Care and Maintenance Fund Contribution:**

Required under the *Funeral, Burial and Cremation Services Act* (including *Ontario Regulation 30/11*) the contributions noted above will be remitted to an irrevocable cemetery care and maintenance trust fund. Income from this fund will be used for care and maintenance expenses of the cemetery in perpetuity.



Interment Rights Certificate #: \_\_\_\_\_

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

Contract #: \_\_\_\_\_

**Interment Rights Holder(s):** The Interment Rights Holder(s) listed below have the right to direct/consent to the burial, and memorialization associated with the Interment Rights in conjunction with the cemetery by-laws.

Rights Holder Name: _____	Rights Holder Name: _____
Address: _____	Address: _____
City: _____ Province: _____	City: _____ Province: _____
Postal Code: _____	Postal Code: _____

Rights Holder Name: _____	Rights Holder Name: _____
Address: _____	Address: _____
City: _____ Province: _____	City: _____ Province: _____
Postal Code: _____	Postal Code: _____

**Cemetery Name:** Bolingbroke Cemetery

**Cemetery Address:** 116 Bolingbroke Station Road, Maberly, ON, K0H 2B0

**Cemetery Phone Number:** 613-273-5441

**Interment Right Location:**  
*(Detailed description of the location with lot & plot numbers)*

**Interment Right Type:** Grave

**Price:** \_\_\_\_\_ **Care & Maintenance Contribution:** \_\_\_\_\_

**Area:** \_\_\_\_\_

Interment Right Capacity: \_\_\_\_\_

Memorialization Permitted: \_\_\_\_\_

Refer to the Cemetery By-Law(s) provided to you at the time of purchase for a complete listing of by-laws that apply to your specific Interment Right.

*The cemetery by-law prohibits private transfer of the Interment Rights, allowing the Rights Holders to only transfer their Rights back to the cemetery operator for the current amount in effect on the cemetery's price list at the time of transfer. The Interment Rights Certificate must be returned to the cemetery operator if the Rights Holder(s) wish to transfer their rights back to the cemetery operator. If the original Interment Rights Certificate is misplaced the cemetery operator must issue a duplicate certificate in order to complete the transfer of ownership of the Interment Right, and the cemetery operator is entitled to charge an administration fee (as shown on the cemetery's price list) for the issuance of a duplicate certificate.*

\_\_\_\_\_  
 Cemetery Board Member Signature (also print full name)

\_\_\_\_\_  
 Date the Certificate was Issued



## Bolingbroke Cemetery Contract for the Purchase of Interment Rights or Cemetery Supplies or Services

**The Corporation of Tay Valley Township**  
217 Harper Road, Perth, Ontario  
613-267-5353 or 1-800-810-0161  
Operator License #: 3281089

**Person in Charge of Day-to-Day Operations**  
Darla Kilpatrick  
613-273-5441  
Site License #: CM-01929

### Contract Information

Date of Purchase (Day/Month/Year): \_\_\_\_\_

Contract Number: \_\_\_\_\_

Certificate Number: \_\_\_\_\_

Pursuant to the *Funeral, Burial and Cremation Services Act, 2002* and *Ontario Regulation 31/11*, as amended, the **Interment Rights Holder(s)** listed below have the right to direct/consent to the burial, and memorialization associated with the Interment Rights in conjunction with the cemetery by-laws.

This contract is between the Purchaser AND The Corporation of Tay Valley Township, concerning cemetery Interment Rights for the recipient(s) as identified in this contract. The Purchaser represents being legally authorized or charged with the responsibility for the Recipient(s) cemetery Interment Rights and cemetery rights and services as specified in this contract. This agreement will be enforceable to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

### Purchaser Information

<b>Name:</b>	
<b>Address:</b>	
<b>Telephone:</b>	
<b>Email:</b>	

<b>Purchaser's Relationship to Recipient #1:</b>	
<b>Purchaser's Relationship to Recipient #2:</b>	
<b>Purchaser's Relationship to Recipient #3:</b>	
<b>Purchaser's Relationship to Recipient #4:</b>	

### **Recipient #1 Information**

<b>Name:</b>	
<b>Address:</b>	
<b>Telephone:</b>	

### **Recipient #2 Information**

<b>Name:</b>	
<b>Address:</b>	
<b>Telephone:</b>	

### **Recipient #3 Information**

<b>Name:</b>	
<b>Address:</b>	
<b>Telephone:</b>	

### **Recipient #4 Information**

<b>Name:</b>	
<b>Address:</b>	
<b>Telephone:</b>	

### **Interment Rights Details**

<b>Number of Graves:</b>	
<b>Lot:</b>	
<b>Plot:</b>	

**Recipient Information (if applicable)**

<b>Name:</b>	
<b>Place of Death:</b>	
<b>Date of Death:</b>	

**Items Purchased:**

<b>Quantity</b>	<b>Description</b>	<b>Unit Price</b>	<b>Care &amp; Maintenance Fund</b>	<b>Price</b>
	Single Lot 4'6" w x 11' long	\$600.00	\$290.00	\$
	Double Lot 9' w x 11' long	\$1,200.00	\$480.00	\$
	Gate Fee	\$350.00	\$ -	\$
	Supplier Erection Marker or Bench	\$100.00	\$ -	\$
	Issue a Duplicate Internment Rights Certificate	\$25.00	\$ -	\$
	Flat Marker (less than 173 squared inches)	\$ -	\$50.00*	\$
	Flat Marker (at least 173 squared inches)	\$ -	\$100.00*	\$
	Upright Marker (4' x 4')	\$ -	\$200.00*	\$
	Upright Marker (Larger than 4' x 4')	\$ -	\$400.00*	\$
			<b>Total Payable</b>	<b>\$</b>

\*In some instances, the monument company will collect the care and maintenance fund fee. If this is the case, receipts must be provided and attached to this contract and remitted monthly to the Township, along with the original signed contract.

**Payment**

Payments shall be made to a member of the Cemetery Board by cash or cheque.

No burial, installation of any Marker, or memorialization is permitted until the Internment Rights have been paid in full. Payment must be made prior to signing this contract.

**Care and Maintenance Fund Contribution: (C&M Fund)**

Required under the *Funeral, Burial and Cremation Services Act* (including *Ontario Regulation 30/11*) the contributions noted above will be remitted to an irrevocable cemetery care and maintenance trust fund. Income from this fund will be used for care and maintenance expenses of the cemetery in perpetuity.

## **Contract Terms and Conditions**

### **1. Cancellation of Interment Rights within 30 Days of Purchase**

If the above Interment Rights have not been used, the Purchaser may cancel the 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.

The Cemetery Operator will refund all monies paid by the Purchaser within thirty (30) days from the date of the request for cancellation.

### **2. Cancellation of Interment Rights after the 30-Days Following Purchase**

Upon receiving written notice from the Purchaser of the Interment Rights, the Cemetery Operator will cancel the contract and issue a refund to the Purchaser for the amount paid for the Interment Rights less the appropriate amount that is required to be deposited into the Care and Maintenance Fund.

This refund will be made within thirty (30) days of receiving said notice.

If the Interment Rights Certificate has been issued to the Interment Rights Holder(s), the certificate must be returned to a member of the Cemetery Board along with the written notice of cancellation.

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.

### **3. Repurchase of Interment Rights by Cemetery Operator**

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

The repurchase of unused Interment Rights in a Plot is not permitted if one of the Interment Rights in the Plot has been exercised.

An Interment Rights Holder may require, in writing, the Cemetery Board to repurchase the rights at any time before they are used.

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.

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.

The appropriate paperwork must be completed before the Cemetery Operator reimburses the rights holder(s).

The repurchase and payment to the rights holder will be made within thirty (30) days of receiving said request.

#### **4. Interments**

Interment Rights Holder(s) must contact the person in charge of day-to-day operations prior to a burial taking place.

Should the Interment Rights Holder be deceased, authorization must be provided in writing by the person authorized to act on behalf of the Interment Rights Holder in keeping with the *Succession Law Reform Act* (i.e. Personal Representative, Estate Trustee, Executor or next of kin).

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.

A Certificate of Cremation must be submitted to a member of the Cemetery Board prior to the burial of cremated remains taking place.

#### **5. Memorialization**

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.

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

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.

Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered normal wear and tear.

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.

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.

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.

All foundations for Markers shall be built by the monument company at the expense of the Interment Rights Holder.

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.

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.

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.

The minimum thickness for flat Markers including footstones is 4 inches or 10 cm.

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.

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

**6. Causes beyond the Cemetery Operators' Control**

The Cemetery Operator cannot be responsible if unable/prevented from carrying out this contract due to causes beyond its control.

**7. Privacy Policy**

The Purchaser acknowledges and provides consent to permit the Corporation of Tay Valley Township to collect, use and disclose your personal information in accordance with the requirements under the *Funeral, Burial and Cremation Services Act, 2002* and *Ontario Regulation 31/11*, as amended, for information within the cemetery public register. The Purchaser also understands that the Corporation of Tay Valley Township does not rent or sell personal information to third party organizations.

**8. Consumer Information Guide and cemetery price list:** By initialing below, the purchaser acknowledges receiving a copy of the Ontario Government's Consumer Information Guide (where made available by the Registrar) and the cemetery price list at the time of entering into this contract.

{ \_\_\_\_\_ } I hereby acknowledge I have been offered and/or received a copy of the Ontario Government's **Consumer Information Guide** and a copy of the cemetery **Price List**.

I have reviewed the Contract's terms and conditions and hereby confirm that the Interment Rights, as specified in this contract are complete and correct. I direct the Cemetery Operator to proceed with the sale of the Interment Right(s), as identified in the contract in accordance with the cemetery by-laws which are now or at any time hereafter in force.

{ \_\_\_\_\_ } I hereby acknowledge I have received and reviewed a copy of the **cemetery's by-laws**.

The contract date set out below is the date on which this contract is accepted by the Cemetery Operator.

I acknowledge having received a copy of this contract and will assume full responsibility for payment of the total contract amount to the Cemetery Operator in accordance with the contract's terms and conditions.

**Purchaser Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Accepted on behalf of the Cemetery Operator by:**

**Board Member Name:** \_\_\_\_\_

**Board Member Signature:** \_\_\_\_\_

*Note: Have two copies signed. Provide one to the Purchaser and the other to the Township.*



## Disinterment Rights Certificate

Disinterment Rights Certificate #: \_\_\_\_\_ Date Purchased: \_\_\_\_\_ Contract #: \_\_\_\_\_

**Disinterment Rights Holder(s):** The Disinterment Rights Holder(s) listed below have the right to direct/consent to the burial, and memorialization associated with the Disinterment Rights in conjunction with the cemetery by-laws.

Rights Holder Name: _____ _____	Executor of Recipient Name: _____
Address: _____	Address: _____
City: _____ Province: _____	City: _____ Province: _____
Postal Code: _____	Postal Code: _____

**Cemetery Name:** Bolingbroke Cemetery

<b>Cemetery Address:</b> 116 Bolingbroke Station Road, Maberly, ON, K0H 2B0	<b>Cemetery Phone Number:</b> 613-273-5441
<b>Disinterment Right Location:</b> <i>(Detailed description of the location with lot &amp; plot numbers)</i>	<b>Disinterment Right Type:</b> Grave
<b>Price:</b>	<b>Area:</b>

Disinterment Right Capacity: \_\_\_\_\_

Refer to the Cemetery By-Law(s) provided to you at the time of purchase for a complete listing of by-laws that apply to your specific Disinterment Right.

*The cemetery by-law prohibits private transfer of the Disinterment Rights, allowing the Rights Holders to only transfer their Rights back to the cemetery operator for the current amount in effect on the cemetery's price list at the time of transfer. The Disinterment Rights Certificate must be returned to the cemetery operator if the Rights Holder(s) wish to transfer their rights back to the cemetery operator. If the original Disinterment Rights Certificate is misplaced the cemetery operator must issue a duplicate certificate in order to complete the transfer of ownership of the Disinterment Right, and the cemetery operator is entitled to charge an administration fee (as shown on the cemetery's price list) for the issuance of a duplicate certificate.*

\_\_\_\_\_  
Cemetery Board Member Signature (also print full name)

\_\_\_\_\_  
Date the Certificate was Issued



## **Bolingbroke Cemetery** **Contract for the Purchase of Disinterment Rights** **or Cemetery Services**

**The Corporation of Tay Valley Township**  
217 Harper Road, Perth, Ontario  
613-267-5353 or 1-800-810-0161  
Operator License #: 3281089

**Person in Charge of Day-to-Day Operations**  
Darla Kilpatrick  
613-273-5441  
Site License #: CM-01929

### **Contract Information**

Date of Purchase (Day/Month/Year): \_\_\_\_\_

**Contract Number:** \_\_\_\_\_

**Certificate Number:** \_\_\_\_\_

Pursuant to the *Funeral, Burial and Cremation Services Act, 2002* and *Ontario Regulation 31/11*, as amended, the **Disinterment Rights Holder(s)** listed below have the right to direct/consent to the disinterment, and de-memorialization associated with the Interment Rights in conjunction with the cemetery by-laws.

This contract is between the Purchaser AND The Corporation of Tay Valley Township, concerning cemetery Disinterment Rights for the recipient(s) as identified in this contract. The Purchaser represents being legally authorized or charged with the responsibility for the Recipient(s) cemetery Disinterment Rights and cemetery rights and services as specified in this contract. This agreement will be enforceable to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

**Original Contract Date of Purchase:** \_\_\_\_\_

**Original Interment Rights Certificate #:** \_\_\_\_\_

**Original Interment Rights Contract #:** \_\_\_\_\_

### **Purchaser Information**

<b>Name:</b>	
<b>Address:</b>	
<b>Telephone:</b>	
<b>Email:</b>	

**Recipient #1 to be Disinterred Information**

<b>Name:</b>	
<b>Lot:</b>	
<b>Plot:</b>	

**Recipient #2 to be Disinterred Information**

<b>Name:</b>	
<b>Lot:</b>	
<b>Plot:</b>	

**Recipient #3 to be Disinterred Information**

<b>Name:</b>	
<b>Lot:</b>	
<b>Plot:</b>	

**Recipient #4 to be Disinterred Information**

<b>Name:</b>	
<b>Lot:</b>	
<b>Plot:</b>	

**Executor of Recipient #1 Information (attach proof to Township copy)**

<b>Name:</b>	
<b>Address:</b>	
<b>Telephone:</b>	
<b>Email:</b>	

**Executor of Recipient #2 Information** (attach proof to Township copy)

<b>Name:</b>	
<b>Address:</b>	
<b>Telephone:</b>	
<b>Email:</b>	

**Executor of Recipient #3 Information** (attach proof to Township copy)

<b>Name:</b>	
<b>Address:</b>	
<b>Telephone:</b>	
<b>Email:</b>	

**Executor of Recipient #4 Information** (attach proof to Township copy)

<b>Name:</b>	
<b>Address:</b>	
<b>Telephone:</b>	
<b>Email:</b>	

**Confirmation of Purchaser's Authority to Disinter**

<b>Confirmation of Internment Rights – Contract for the Purchase of Interment Rights and/or Interment Rights Certificate</b> <i>(attach copy to this document)</i>	<b>Yes or No</b> <i>(circle one)</i>
---	---

**Items Purchased:**

Quantity	Description	Unit Price	Care & Maintenance Fund	Price
	Disinterment	\$350.00	\$ -	\$
	Gate Fee	\$350.00	\$ -	\$
	Removal of Marker or Bench	\$100.00	\$ -	\$
			<b>Total Payable</b>	<b>\$</b>

**Payment**

Payments shall be made to a member of the Cemetery Board by cash or cheque.

No disinterment or removal of any Marker, or memorialization is permitted until the Disinterment Rights have been paid in full. Payment must be made prior to signing this contract.

**Contract Terms and Conditions****1. Cancellation of Disinterment Rights within 30 Days of Purchase**

If the above Disinterment Rights have not been used, the Purchaser may cancel the contract within thirty (30) days of signing the Disinterment Rights contract, by providing written notice of the cancellation to a member of the Cemetery Board.

The Cemetery Operator will refund all monies paid by the Purchaser within thirty (30) days from the date of the request for cancellation.

If the Disinterment Rights Certificate has been issued to the Disinterment Rights Holder(s), the certificate must be returned to a member of the Cemetery Board along with the written notice of cancellation.

If any portion of the Disinterment Rights has been exercised, the Purchaser, or the Disinterment Rights Holder(s) are not entitled to cancel the contract or re-sell the Disinterment Rights.

**2. Disinterment Rights not Exercised within 90 Days of Purchase**

If the above Disinterment Rights have not been used, Contract for the Purchase of Disinterment Rights shall be deemed null and void.

**3. Repurchase of Interment Rights by Cemetery Operator:**

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

The repurchase of unused Interment Rights in a Plot is not permitted if one of the Interment Rights in the Plot has been exercised.

An Interment Rights Holder may require, in writing, the Cemetery Board to repurchase the rights at any time before they are used.

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.

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.

The appropriate paperwork must be completed before the Cemetery Operator reimburses the rights holder(s).

The repurchase and payment to the rights holder will be made within thirty (30) days of receiving said request.

#### 4. Disinterment

Disinterment Rights Holder(s) must contact the person in charge of day-to-day operations and inform them of the scheduled disinterment date prior to a disinterment taking place.

Since the Interment Rights Holder is 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).

#### 5. Memorialization

The Purchaser shall define whether the Marker shall be returned to the Purchaser or destroyed.

#### Confirmation of Memorial Marker Post Disinterment

The Purchaser would like to retain the Marker	Yes or No (circle one)
The Purchaser would like the Marker destroyed	Yes or No (circle one)

#### 6. Causes beyond the Cemetery Operators' Control

The Cemetery Operator cannot be responsible if unable/prevented from carrying out this contract due to causes beyond its control.

#### 7. Privacy Policy

The Purchaser acknowledges and provides consent to permit the Corporation of Tay Valley Township to collect, use and disclose your personal information in accordance with the requirements under the *Funeral, Burial and Cremation Services Act, 2002* and *Ontario Regulation 31/11*, as amended, for information within the cemetery public register. The

Purchaser also understands that the Corporation of Tay Valley Township does not rent or sell personal information to third party organizations.

8. **Consumer Information Guide and cemetery price list:** By initialing below, the Purchaser acknowledges receiving a copy of the Ontario Government's Consumer Information Guide (where made available by the Registrar) and the cemetery price list at the time of entering into this contract.

{\_\_\_\_\_} I hereby acknowledge I have been offered and/or received a copy of the Ontario Government's **Consumer Information Guide** and a copy of the cemetery **Price List**.

I have reviewed the Contract's terms and conditions and hereby confirm that the Disinterment Rights, as specified in this contract are complete and correct. I direct the Cemetery Operator to proceed with the sale of the Disinterment Right(s), as identified in the contract in accordance with the cemetery by-laws which are now or at any time hereafter in force.

{\_\_\_\_\_} I hereby acknowledge I have received and reviewed a copy of the **cemetery's by-laws**.

The contract date set out below is the date on which this contract is accepted by the Cemetery Operator.

I acknowledge having received a copy of this contract and will assume full responsibility for payment of the total contract amount to the Cemetery Operator in accordance with the contract's terms and conditions.

**Original Purchaser of Interment Rights Signature:**

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

**Person Authorized to Act on Behalf of Interment Rights Holder to be Disinterred:**

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

**Accepted on behalf of the Cemetery Operator by:**

**Board Member Name:** \_\_\_\_\_

**Board Member Signature:** \_\_\_\_\_

**Note:** *The Cemetery Operator MUST:*

- Have two original copies of the Disinterment Contract signed. Provide one to the Purchaser and the other to the Township
- Attach a copy of the Contract for the Purchase of Interment Rights and/or Interment Rights Certificate
- Attach a copy of the Proof of Person Authorized to Act on Behalf of Interment Rights Holder to be Disinterred
- Check a copy of the ID (e.g. driver's license, passport) of the Purchaser and Person Authorized to Act on Behalf of Interment Rights Holder to be Disinterred



## BOLINGBROKE CEMETERY INTERMENTS & DISINTERMENTS TRACKING

Rights Holder's Full Name (Recipient)	Purchaser	Date of Purchase	Contract #	Certificate # (if applicable)
1 -			2022-001	
2 -				
3 -				
4 -				
1 -			2022-002	
2 -				
3 -				
4 -				
1 -			2022-003	
2 -				
3 -				
4 -				
1 -			2022-004	
2 -				
3 -				
4 -				

# THE CORPORATION OF TAY VALLEY TOWNSHIP

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## BY-LAW NO. 2023-0xx

### BOLINGBROKE 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 Bolingbroke Cemetery;

**AND WHEREAS**, the Bolingbroke Cemetery Board was established by By-Law. No. 2021-037, to oversee the administration, operation, care and maintenance of the Bolingbroke Cemetery;

**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 Bolingbroke Cemetery.
- 1.6 **“Cemetery Board”** – shall mean the Bolingbroke Cemetery Board as established by By-Law No. 2021-037 of the Corporation of Tay Valley Township.

**THE CORPORATION OF TAY VALLEY TOWNSHIP**  
**BY-LAW NO. 2023-0xx**

- 1.7 “Cemetery Operator (and Cemetery Owner)”** – shall mean the Corporation of Tay Valley Township.
- 1.8 “Disinterment”** - shall mean the opening of a Lot, the removal of human remains, or cremated human remains from that Lot, followed by closing the Lot.
- 1.9 “Disinterment Right”** – shall mean the right to require or direct the disinterment of human remains, or cremated human remains, from a Grave or Lot and to authorize the removal of a monument or marker.
- 1.10 “Disinterment Rights Certificate”** – shall mean the document issued by the Cemetery Operator to the Disinterment Rights Holder once the Disinterment Rights to a specific Lot have been paid in full, identifying ownership and authority over those specific Disinterment Rights.
- 1.11 “Disinterment Rights Holder”** – shall mean the person(s) authorized or entitled to disinter 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.
- 1.12 “Grave” (also known as a Lot)** – shall mean one inground burial space intended for the interment of a child, adult or cremated human remains.
- 1.13 “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.
- 1.14 “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.
- 1.15 “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.
- 1.16 “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.
- 1.17 “Lot”** – shall mean a single Grave space.

**THE CORPORATION OF TAY VALLEY TOWNSHIP**  
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- 1.18 “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.
- 1.19 “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.
- 1.20 “Plot”** – shall mean two or more Lots in respect of which the rights to inter have been sold as a unit.
- 1.21 “Registrar”** – means the registrar appointed under the Act.
- 1.22 “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.

**THE CORPORATION OF TAY VALLEY TOWNSHIP**  
**BY-LAW NO. 2023-0xx**

**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  
Darla Kilpatrick  
613-273-5441

**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.

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.

**THE CORPORATION OF TAY VALLEY TOWNSHIP**  
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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.

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.

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.

**THE CORPORATION OF TAY VALLEY TOWNSHIP**  
**BY-LAW NO. 2023-0xx**

**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 AND DISINTERMENT RIGHTS**

**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 and Disinterment Rights**

4.2.1 Interment and Disinterment 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 and Disinterment 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, disinterment, installation or removal of any Marker, or memorialization is permitted until the Interment Rights or Disinterment Rights have been paid in full.

**THE CORPORATION OF TAY VALLEY TOWNSHIP**  
**BY-LAW NO. 2022-0xx**

**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.
- 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.



**THE CORPORATION OF TAY VALLEY TOWNSHIP**  
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- 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.

**4.8 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.

**4.9 Abandoned Disinterment Rights**

- 4.9.1 If any Disinterment Rights have not been used after a sixty (60) day period has passed, they may be considered abandoned.

**5. CONFIRMATION OF INTERMENT AND DISINTERMENT 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.

**THE CORPORATION OF TAY VALLEY TOWNSHIP**  
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5.3 Interment Rights Holders, or their authorized representatives, may purchase Disinterment Rights.

5.4 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.

5.4.1 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 AND DISINTERMENTS**

**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 or disinterment 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.

**THE CORPORATION OF TAY VALLEY TOWNSHIP**  
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6.1.5 In accordance with the Act, the purchaser of Interment Rights or Disinterment 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 or disinterment of human remains.

**6.2 Documentation Provided to Purchaser**

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

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

**6.3 Payment**

6.3.1 Persons requesting Interments in Lots or Plots or Disinterments 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.

6.3.3 Payment must be made to the Cemetery Board before a Disinterment can take place.

**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, 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.

**THE CORPORATION OF TAY VALLEY TOWNSHIP**  
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**7. DISINTERMENTS**

- 7.1 Human remains may be disinterred from a Lot provided that the written consent (authorization) of the Interment Rights Holder has been received by the Cemetery Board and the prior notification of the medical officer of health.
- 7.2 A certificate from the local medical officer of health must be received at the Municipal Office before the removal of casketed human remains from the Cemetery may take place.
- 7.3 A certificate from the local medical officer of health is not required for the disinterment of cremated remains from a Lot.
- 7.4 In special circumstances the removal of human remains may also be ordered by certain public officials without the consent of the Interment Rights Holder and/or next of kin(s).
- 7.5 The Cemetery Operator or Cemetery Board is not responsible for any damage to caskets, urns or other containers sustained during disinterment.

**8. MEMORIALIZATION**

- 8.1 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.
- 8.2 No Marker of any description shall be placed, moved, altered, or removed without permission from a member of the Cemetery Board.
- 8.3 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.
- 8.4 Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered normal wear and tear.
- 8.5 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.
- 8.6 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.

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- 8.7 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.
- 8.8 All foundations for Markers shall be built by the monument company at the expense of the Interment Rights Holder.
- 8.9 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.
- 8.10 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.
- 8.11 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.
- 8.12 The minimum thickness for flat Markers including footstones is 4 inches or 10 cm.
- 8.13 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.
- 8.14 The placement of a Marker shall not interfere with future interments.
- 8.15 The following are the Lot sizes:
- Single Lot: 4' 6" x 11' long  
Double Lot: 9' x 11' long
- 8.16 One (1) Casket or two (2) urns may be placed in each Lot

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**9. CARE AND PLANTING**

- 9.1 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.
- 9.2 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.
- 9.3 No person shall plant trees, flower beds or shrubs in the Cemetery except with the approval of a member of the Cemetery Board.
- 9.4 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.
- 9.5 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.
- 9.6 Permission is not required before removing flowers, plants, ribbons or other articles from the Rights Holder's graves or Lots.

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

- 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 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.
- 10.2 Prohibited articles will be removed and disposed of without notification.

**THE CORPORATION OF TAY VALLEY TOWNSHIP**  
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- 10.3 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.
- 10.4 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.
- 10.5 The Cemetery shall not be responsible for loss or damage to any articles left upon any Lot or Pot.

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

- 11.1 All Cemetery By-Laws apply to all contractors and all work carried out by contractors within the Cemetery grounds.
- 11.2 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.
- 11.3 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.
- 11.4 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.
- 11.5 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.
- 11.6 Contractors shall temporarily cease all operations if they are working within 100 metres of a funeral until the conclusion of the service.
- 11.7 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.

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- 11.8 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.
- 11.9 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.
- 11.10 No Marker shall be removed without the written permission of the Cemetery Operator.
- 11.11 All rubbish shall be removed by the contractor from the Cemetery, otherwise the obstructions will be removed, and the expenses charged to the contractor.

**12. FINANCIALS**

- 12.1 All monies for the Cemetery shall be submitted to the Cemetery Operator.
- 12.2 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.

**13. CARE AND MAINTENANCE FUND**

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

**14. AMENDMENT OF BY-LAW**

- 14.1 No amendment or repeal of this by-law or any part thereof shall be considered at any Meeting of Council unless:
  - 14.1.1 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;
  - 14.1.2 Conspicuously posted on a sign at the entrance of the Cemetery; and



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14.1.3 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.

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

**15. ULTRA VIRES**

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.

**16. BY-LAWS REPEALED**

16.1 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.

**17. EFFECTIVE DATE**

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

17.2 ENACTED AND PASSED this **XX day of XX, 2023**.

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**Robert Rainer, Reeve**

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**Amanda Mabo, Clerk**

**SUBMISSION PROCEDURES FOR APPROVAL OF CEMETERY BY-LAWS OR BY-LAW  
AMENDMENTS BY THE REGISTRAR, FUNERAL, BURIAL AND CREMATION SERVICES ACT, 2002,  
BEREAVEMENT AUTHORITY OF ONTARIO**

**(Reference sections 151, 152 and 153 of Ontario Regulation 30/11)**

**NO CEMETERY / CREMATORIUM BY-LAW OR BY-LAW AMENDMENT IS EFFECTIVE UNTIL THE  
REGISTRAR HAS APPROVED IT. THE EXCEPTION TO OBTAINING THE REGISTRAR'S APPROVAL  
APPLIES TO A STANDARDIZED BY-LAW PREVIOUSLY APPROVED BY THE REGISTRAR.  
HOWEVER, THE NOTICE PROVISIONS STILL APPLY.**

Notice of filing 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 (for 4 weeks) at the cemetery entrance.
  - c) Delivered to each supplier of markers who has delivered a marker to the cemeteries during the previous twelve-month period
- The notice shall state that the owner will allow interested parties access to the proposed by-law in order to make copies of it and that all proposed by-laws are subject to the Registrar's approval.
  - The owner shall allow interested persons to inspect and make copies of the proposed by-law.

**The Bereavement Authority of Ontario will therefore require the following:**

- 1) A copy of the newspaper notice.
- 2) A photo of the sign that was posted at the cemetery entrance for 4 weeks (Please indicate the beginning and end dates of posting on the back of the photo). Please submit one photo of the sign to document the wording **and** one photo of the sign in relation to the cemetery entrance.
- 3) A list of monument dealers and their addresses that the cemetery by-laws were delivered to.
- 4) Two copies of the proposed by-laws to be approved by the Registrar.

Upon approval, a Bereavement Authority of Ontario endorsed copy will be returned.

## **SAMPLE NEWSPAPER NOTICE FOR THE BY-LAWS**

**(Note: The sign and newspaper notice should be identical in content)**

### **Notice**

**(Name of Cemetery)**

**(Name of Operator)** has submitted by-laws to the Registrar of the *Funeral, Burial, and Cremation Services Act, 2002*. Any interested parties may contact **(Name of Operator's Representative)** at Tel: **(XXX) XXX-XXX** for information, or to make copies. By-laws or amendments may be reviewed or copied at **(enter address location)**.

These by-laws are subject to the approval of the Registrar, *Funeral, Burial, and Cremation Services Act, 2002*. Telephone: Bereavement Authority of Ontario 647-483-2645 or 1-844-493-6356

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### **Submission procedures for the filing of a previously approved "standardized" Cemetery and/or Crematorium by-laws to be adopted by the operator**

Standardized by-laws submitted by a recognised organization and previously approved by the Registrar are not required to be submitted. However, the above-mentioned notice provisions must be followed.

### **Submission procedures for the approval of a "standardized" Cemetery and/or Crematorium by-laws with minor deletions and/or amendments or addendums**

If a cemetery operator intends to adopt a previously approved standardized by-law that includes a few by-laws that are unsuitable/un-applicable to the operation of their particular cemetery, or requires additional by-laws the operator may:

- Submit the standardized by-laws with an addendum of additional by-laws, or
- Submit the standardized by-laws with the unsuitable/un-applicable stroked out and initialled by the operator.
- Submit the standardized by-laws with the unsuitable/un-applicable stroked out and initialled by the operator along with an addendum of any additional by-laws required to reflect the particular requirement. The Registrar will then only review and approve the additional by-laws included in the addendum/schedule.

**Note: The above-mentioned notice provisions must be followed.**

2022 Revenue										
					-					
Beg. Balance 2022	89,691.19	2022 Revenue	Interest 1023-109	GIC	Transfer to Tay Valley	Plot Sale Amount	Plots	Care & Maintenance	Description	Donations
	50.00									
10-Jul-22	3,430.00									
23-Sep-22	1,480.00									
									see attached listing	2,380.00
									misc donations	350.00
									see attached listing	580.00
		350.00							Internment - Moodie	
		350.00							Internment - Ritchie	
		350.00							Internment - Lewis	
		100.00					200.00		Install tomb stone - Ritchie (Grace Monumnts)	
		100.00					200.00		Install tomb stone - Ritchie (Grace Monumnts)	
17-Mar-23	705.00	350.00							Internment - Maria Poirier	
									Susan Barr	25.00
									Edna Patterson	50.00
									Linda Myers	30.00
									Scott Family	100.00
									Peter Schlappi	100.00
									Wayne & Irene Kirkham	50.00
<b>Total 2022 Revenue</b>		<b>1,600.00</b>	-	-	-	-		<b>400.00</b>		<b>3,665.00</b>
<b>Bank Sub-Total</b>	<b>95,356.19</b>									
									<b>GL sub total</b>	
<b>2022 EXPENSES</b>										
27-Jul-22	904.00									
30-Sep-22	904.00									
25-Mar-23	904.00	O/S transfer from Cemetery TO Tay Valley General A/C							completed March 25, 2023	
<b>Total 2022 Expenses</b>	<b>2,712.00</b>	see expense tab								-
<b>Grand Total</b>	<b>92,644.19</b>									
<b>ADJ BANK - Dec 31/22</b>	<b>92,244.19</b>									

**2022  
EXPENSES**

<b>Date</b>	<b>Ck #</b>	<b>Detail</b>	<b>Grounds Maintenance</b>
18-Jul-22	142	Ron Mulville's Turf & Till May & June grass	904.00
30-Sep-22	144	Ron Mulville's Turf & Till July & Aug grass	904.00
7-Nov-22	27687	Ron Mulville's Turf & Till Sept grass	678.00
22-Nov-22	27705	Ron Mulville's Turf & Till Oct grass	226.00
		<b>Total Expenses</b>	<b>2,712.00</b>

**Trust A/C 1023-109 CARE & MAINTENANCE**

**Revenue**

<b>Beginning Balance 2022</b>	0.00	
	200.00	Grace Monuments - Ritchie, Brent
	200.00	Grace Monuments - Ritchie, Kevin
<b>Ending Balance 2022</b>	400.00	
Balance s/b	400.00	

## O. Reg. 30/11: GENERAL

under [Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c. 33](#)

### Care and Maintenance Fund

#### Use of income from fund or account

**93.** (1) For the purposes of subsection 53 (17) of the Act, a cemetery operator shall use the income earned by a care and maintenance fund or account only for the following purposes and in accordance with the following rules:

1. Income earned from the investment and reinvestment of money paid into the fund or account under subsection 53 (10) of the Act in respect of markers installed in the cemetery shall be used only,
  - i. to stabilize, maintain, secure and preserve markers in the cemetery, and
  - ii. if the work described in subparagraph i has been completed, to stabilize, maintain, secure and preserve markers in other cemeteries operated by the same operator.
2. Income from the investment and reinvestment of money paid into the fund or account for the cemetery, other than money paid into the fund under subsection 53 (10) of the Act in respect of markers, shall be used only,
  - i. to maintain, secure and preserve the cemetery, including its grounds, buildings, structures and markers, and the equipment used to maintain, secure and preserve the cemetery,
  - ii. if the work described in subparagraph i has been completed, to maintain, secure and preserve other cemeteries operated by the same operator, including their grounds, buildings, structures and markers, and the equipment used to maintain, secure and preserve the other cemeteries, and
  - iii. to pay the expenses incurred in establishing and maintaining any of the cemetery's care and maintenance funds or accounts or to purchase equipment to be used strictly for the care and maintenance of the cemetery, if,
    - A. the operator is no longer selling interment rights, and is no longer selling scattering rights, for the cemetery, and
    - B. the cemetery does not generate any revenue from the operation of a funeral establishment, crematorium or transfer service or from the sale of caskets or markers. O. Reg. 30/11, s. 93 (1).

(2) For greater certainty, subject to subparagraph 2 iii of subsection (1), that subsection does not permit the operator to use income from the fund or account to purchase equipment or to apply to any other purpose other than the care and maintenance of the cemetery. O. Reg. 30/11, s. 93 (2).

(3) For greater certainty, paragraph 1 of subsection (1) permits the operator to use income from the fund or account to pay a worker wages and benefits for engaging in, or supervising, the stabilization, maintenance, securing or preservation of markers. O. Reg. 30/11, s. 93 (3).

(4) For greater certainty, paragraph 2 of subsection (1) permits the operator to use income described in that paragraph to pay a worker wages and benefits for engaging in, or supervising, the maintenance, securing or preservation of,

- (a) the cemetery or any of its grounds, buildings, structures or markers; or
- (b) the equipment used to maintain, secure or preserve the cemetery. O. Reg. 30/11, s. 93 (4).

(5) For greater certainty, subsection (1) does not permit the operator to use income from the fund or account to pay a worker wages or benefits for office work, sales work or engaging in, or supervising, the opening or closing of lots. O. Reg. 30/11, s. 93 (5).

(6) Despite subsection (1), a cemetery operator shall not use income from a care and maintenance fund or account for that portion of a cemetery that is subject to property tax imposed under the *Municipal Act, 2001*, the *City of Toronto Act, 2006* or the *Provincial Land Tax Act, 2006* or for a payment that is required to be made under section 92. O. Reg. 30/11, s. 93 (6).

### **Payment out to increase the capacity of a cemetery**

**94.** (1) For the purposes of subsection 53 (18) of the Act, the trustee of a care and maintenance fund or account for a cemetery that is not a commercial cemetery shall, at the request of the cemetery operator, pay to the operator, from the capital of the fund or account, an amount to be used to increase the capacity of the cemetery, if the registrar authorizes the payment to be made. O. Reg. 258/21, s. 3.

(2) The registrar shall authorize a payment to be made under subsection (1) only if, in the opinion of the registrar,

- (a) the cemetery operator does not have enough money to increase the capacity of the cemetery;
- (b) the payment of the amount from the capital of the fund or account will enable the cemetery operator to increase the capacity of the cemetery;
- (c) the cemetery operator will continue to provide adequate care and maintenance for the cemetery; and
- (d) the increased capacity will promote the cemetery's economic viability and strengthen the fund or account. O. Reg. 258/21, s. 3.

(3) The cemetery operator shall only use a payment received under subsection (1) to increase the capacity of the cemetery, including,

- (a) to purchase land adjoining the cemetery in order to enlarge the cemetery;
- (b) to establish a columbarium or mausoleum in the cemetery;
- (c) to increase the volume of a columbarium or mausoleum in the cemetery;
- (d) to establish a lot or scattering ground in the cemetery; and
- (e) to increase the dimensions of a scattering ground in the cemetery. O. Reg. 258/21, s. 3.

(4) Subject to subsections (5) and (6), the cemetery operator shall pay the amount received under subsection (1) back into the fund or account,



- (a) out of the money received by the cemetery operator from the sale of interment rights and scattering rights with respect to the cemetery's increased capacity, after paying into the fund or account the payments required to be made in respect of those rights; and
- (b) in accordance with the registrar's directions regarding the circumstances in which repayment must be made and the portion that must be repaid in each of such circumstances. O. Reg. 258/21, s. 3.

(5) If the cemetery operator uses any part of a payment received under subsection (1) for a purpose that does not increase the capacity of the cemetery as required under subsection (3), the operator shall pay the amount used for the other purpose back to the fund or account within the period specified by the registrar. O. Reg. 258/21, s. 3.

(6) If the cemetery operator does not use the whole payment received under subsection (1) within a period that the registrar determines is reasonable in the circumstances, the cemetery operator shall pay the amount that was not used back to the fund or account within the period specified by the registrar. O. Reg. 258/21, s. 3.