



## **By-Law No. 2013-17**

### ***Being a By-law to provide rules and regulations for the maintenance and control of the Ste. Cécile (Dubreuilville) Cemetery***

The Council of the Corporation of the Township of Dubreuilville, pursuant to the Funeral, Burial and Cremation Services Act, 2002, S.O.2002, c.33 hereby enacts as follows:

#### **1. GENERAL MANAGEMENT**

- (a) The general management of the cemetery shall be carried on by the Cemetery Caretaker under the jurisdiction of Council.
- (b) To assist in the general management and maintenance at the Dubreuilville Cemetery, Council may by resolution establish a Cemetery Committee as needed from time to time.
- (c) The sale of lots shall be controlled by the Cemetery Caretaker of the municipality with the assistance of administration.
- (d) The Caretaker and other Township employees assigned to the maintenance and improvement of the cemetery shall be appointed by Council.

#### **2. SALE OF PLOTS**

The following rules and regulations shall govern the sale of lots:

- (a) The Treasurer shall receive all monies for lots.
- (b) The Treasurer shall transfer all monies received for the perpetual care of lots to the Public Trustees as set out in the Funeral, Burial and Cremation Services Act, 2002, S.O.2002.
- (c) The deposits to the Care and Maintenance Fund shall be as specified in the regulation made under the Funeral, Burial and Cremation Services Act, 2002, S.O.2002.
- (d) All monies shall be deposited under one account in a bank approved by Council and shall be called the Township of Dubreuilville Cemetery Account.

- (e) Cemetery lots may be purchased during municipal hours of operations. No lot shall be reserved unless the prescribed fee has been paid in full.
- (f) No fee shall be charged for lots assigned to Marcel, Augustin, Napoléon and Joachim Dubreuil. These lots, identified on the cemetery map as I, II, III and IV, shall not be sold to other parties.
- (g) The purchaser shall make a selection from the cemetery plan of such lot. The purchaser shall also go on-site with the Caretaker prior to confirming selection.
- (h) Upon payment in full of the prescribed fee, the Corporation shall provide the purchaser of Interment Rights with:
  - a Certificate of Interment Rights (as set out in Schedule “A”); and
  - a copy of the Contract (as set out in Schedule “C”); and
  - a copy of the Cemetery By-laws
- (i) A thirty (30) days period will exceptionally be granted for payment of fees for the purchase of interment rights to be used within five (5) days of the request for purchase.
- (j) Fees in respect to the lots shall be collected as set out in Schedule “B”.
- (k) In accordance with the Act, an Interment Rights Holder may require, by written demand, the Corporation to repurchase the rights at any time before they are used.
- (l) The Corporation after receiving such a demand shall repurchase the Interment Rights within thirty days after reviewing the demand. The repurchase price shall be the current price paid for the Interment Rights, less the amount collected for the Care and Maintenance Fund at the original time of purchase.
- (m) NO REFUND will be made for any lot if any Interment Rights have been exercised.

### 3. INTERMENT RIGHTS AND OTHER CEMETERY SERVICES

The following rules and regulations shall govern interment and other cemetery services:

- (a) All persons applying for interments in the said cemetery, whether as principal or under takers, shall furnish to the Treasurer such particulars for the purpose of record as the law directs, before interment shall be allowed including a burial permit or certificate of cremation.
- (b) The Treasurer shall receive all monies for interment or any other cemetery services.
- (c) All persons applying for interment shall pay to the treasurer the prescribed fee within 30 days of the actual burial.
- (d) Burial fees may be amended from time to time by Council resolution.

- (e) No burial fees shall be paid in advance.
- (f) There will be no lowering of the casket with the presence of family and friends during the cemetery service.
- (g) The Corporation will exercise all due care in performing burials and interments, but is not responsible for damage to any casket or other container sustained during either interment or disinterment.
- (h) Graves shall be dug and interments made only by person under the directions of the Caretaker.
- (i) At least one day's previous notice must be given at the time of burial. Burial must be done within regular working hours. The Corporation will not do any burials on Saturdays and Sundays unless ordered to do so by the Ministry of Health.
- (j) Only one body will be allowed in a grave, except of, an adult and infant, or an adult and a cremation. More than one (1) cremation may be authorized per lot.
- (k) Except in special cases provided for in the Act governing cemeteries; no disinterment will be allowed without the consent of the lot owner, Council and the Medical Office of Health. The disinterment of bodies shall be supervised by the Caretaker.
- (l) No burials shall be done between the period of November 1st to April 1st. The Caretaker may grant an exception to this clause if no danger of frost exist.
- (m) No fee shall be charged for burial of Marcel, Augustin, Napoléon and Joachim Dubreuil.
- (n) Fees in respect to burials and disinterment shall be collected as set out in schedule "B".

#### 4. RULES AND REGULATIONS

The following rules and regulations shall be observed by all persons and carried out by all bodies and officials carrying out this by-law and all persons using the cemetery.

- (a) All workmen employed in the erection of monuments, tombstones or any other work, shall be subject to the control and direction of the Caretaker.
- (b) All corner stones or improvements must be placed on the lot itself and no fence of any kind shall be erected, as an enclosure hereafter for lots. After giving a fifteen (15) days notice to the lot owner; the Caretaker may, remove all fences or enclosure, level land, cut down trees or do any work that is deem necessary.
- (c) Flat markers shall be of stone, marble, bronze or granite and shall be placed so as not to protrude above the surface of the ground. No more than one marker will be allowed for each addition to a family monument.

- (d) Only one monument may be erected on any burial lot at the location designated for it. Any detracton from this rule requires special permission from the Caretaker.
- (e) Permission must be sought from the Caretaker to construct and lay a foundation.
- (f) No person shall be allowed to plant flowers, trees, shrubs, etc... on any grave, except in pots that are easily removed for the purpose of cutting the grass or maintaining the grave.
- (g) The Corporation reserves the right to remove all flowers, potted plants, wreaths and baskets of flowers when they become withered or unsightly or for any other reason that deems such removals to be in the best interest of the Cemetery.
- (h) The Caretaker may, at any time, cause any lot to be entered upon for the purpose of cleaning weeds, grass and further cause to be moved from the said lot, any funeral design or floral piece which has wilted and other article or thing which from its nature, shall mar the beauty of the surrounding scenery.
- (i) All persons are required to confine themselves to the avenue and walks and avoid walking on the lots and graves.
- (j) No lots shall be raised above the level of the surrounding land.
- (k) No mounds shall be allowed.
- (l) No person shall be allowed to remove sod from the graves or lots.
- (m) The grading and sodding of all plots shall be under the control of the Caretaker.
- (n) All persons are prohibited from writing upon, scratching, defacing or injuring any monuments, fence or other structure in, or belonging to, the cemetery.
- (o) All vehicles including ATV's and snowmobiles, with the exception of the hearse and maintenance vehicles, must remain on the parking lot of the cemetery, and shall not drive on the roadways between lots.
- (p) No speeding will be allowed.
- (q) Pets are not allowed on the grounds.
- (r) No person is permitted to enter the cemetery except through the gate.
- (s) Children shall not be permitted without being accompanied by an adult who shall be held responsible for their good conduct.
- (t) Any person disturbing the quiet or order of the cemetery by noise or other improper conduct will be compelled to leave the grounds.

- (u) The Caretaker is required to prohibit the entrance and cause the expulsion of all improper persons.

5. OTHER

- (a) Any person guilty of any infringement of the provisions of the above by-law shall incur a penalty not exceeding \$1,000.00.
- (b) That by-law No. 2012-33 be and is hereby repealed.
- (c) That this by-law shall come into effect 30 days after the date it is filed by the Ministry of Consumer Services, Cemeteries Regulation Unit.

Passed the 11th day of July 2013.

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MAYOR

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CLERK

Schedule "A"  
to By-Law No. 2013-17

## CERTIFICATE OF INTERMENT RIGHTS STE. CÉCILE CEMETERY

NO:

Pursuant to the Funeral, Burial and Cremations Services Act and Regulations and all the amendments thereto;

This indenture, made in duplicate the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

BETWEEN:     The Corporation of the Township of Dubreuilville operating Ste Cécile (Dubreuilville) Cemetery,  
                  hereinafter called "The Cemetery Operator"

AND:           \_\_\_\_\_, hereinafter call "The Purchaser".

Upon receipt of the sum of four hundred and fifty dollars (\$450), of which includes two hundred and fifty dollars (\$250) for Care and Maintenance, the Cemetery Operator agrees to assign to the Purchaser the burial of interment rights as follows:

Lot: \_\_\_\_\_                   (4' X 10')

The Purchaser, by acceptance of this certificate indicates that By-Law governing the operation of the cemetery have been received and read, and agrees to be guided by the said By-Law as well as the provision of the Funeral, Burial and Cremations Services Act as if these were included as part of this certificate.

The purchaser agrees that in the event of transfer of the said interment rights, this certificate cannot be transferred but will be returned to the Cemetery Operator who will issue a new certificate.

With respect to the erection of installation of markers, the Purchaser agrees to abide by the By-Law of the cemetery.

Per: \_\_\_\_\_  
Purchaser

Per: \_\_\_\_\_  
Cemetery Operator

Schedule "B"  
to By-Law No. 2013-17

**THE CORPORATION OF THE TOWNSHIP OF DUBREUILVILLE**

**FEE SCHEDULE**

**for Ste. Cécile (Dubreuilville) cemetery**

PLOT PRICE (Includes \$250 for perpetual care and maintenance)	\$450.00
GRAVE INTERNMENT	\$600.00
DISINTERMENT CHARGES	\$1,000.00
CREMATION INTERMENT	\$200.00

Schedule "C"  
to By-Law No. 2013-17

**STE. CÉCILE (Dubreuilville) CEMETERY CONTRACT**  
**For the purchase of interment rights or services**

**Operated by:**

**THE CORPORATION OF THE TOWNSHIP OF DUBREUILVILLE**

**23 Pins Street, P. O. BOX 367**

**Dubreuilville, Ontario**

**P0S 1B0**

**Tel. 705-884-2340**

**Fax. 705-884-2626**

DATE OF PURCHASE: \_\_\_\_\_

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

Rights to: \_\_\_\_\_

DECEASED (at need only)

Name:

Place of Death:

Date of Death: (Day/Month/Year)

Funeral Director/Transfer Service:

INTERMENT RIGHTS:            Lot Number: \_\_\_\_\_ having an area of 4' X 10'

Amount of care and maintenance            \_\_\_\_\_

Lot price            \_\_\_\_\_

Repurchase Price:            \_\_\_\_\_

SERVICES:

Grave interment            \_\_\_\_\_

Cremation interment            \_\_\_\_\_

SUB-TOTAL            \_\_\_\_\_

HST (where applicable)            \_\_\_\_\_

TOTAL COSTS            \_\_\_\_\_

It is agreed between the parties that the contract is subject to the By-Law of the cemetery and the Purchaser hereby acknowledge receipts of a copy of the By-Law and the "Conditions of Contract" attached have been read and understood.

\_\_\_\_\_  
Signature of Purchaser

\_\_\_\_\_  
Signature of Cemetery Operator/Cemetery Representative



## CONDITIONS OF CONTRACT

THE FOLLOWING TRUSTING PROVISIONS ARE IN EFFECT:

Contribution to care and maintenance

40% of the purchase price or \$250 whichever is greater

Contribution to care and maintenance for marker installation

Flat marker less than 173 square inches	\$0
Flat marker 173 square inches or more	\$50
Upright monument up to 4 feet height or width:	\$100
Upright monument more than 4 feet in height or width	\$200

A CONTRACT FOR THE PURCHASE OF INTERMENT RIGHTS INCLUDES:

The right of the purchaser, by written demand to request the cemetery owner to repurchase the rights before they are used.

- The cemetery operator shall repurchase the interments rights within thirty days from the date the written demand was received.
- The repurchase price of the interment rights shall be determined by establishing the amount paid by the purchaser for the rights less the amount that the cemetery owner deposited into the care and maintenance fund.
- Restrictions on the exercising of the interment rights are described in Section 3 of the By-Law.
- As per section 3 (a) of the By-Law, in exercising the interment rights contracted within; a burial permit or cremation certificate must be provided.
- In accordance with the By-Law only representatives of the Corporation of the Township of Dubreuilville shall perform burial services within the Ste. Cécile (Dubreuilville) cemetery.
- Restrictions and requirements in respect to cemetery supplies, marker and/or monument installation are found in Section 4 of the cemetery By-Law.
- If a purchaser transfers an interment right, the purchaser shall give notice of the transfer to the cemetery operator and return the original certificate of interment rights. The cemetery owner shall issue a new certificate of interment rights to the transferee.
- The resale of interment rights by the purchaser is prohibited.
- The certificate of interment rights shall not be issued until the prescribed fees have been paid for with the exception of a situation as described in section 2 (i) of the cemetery By-Law.
- There will be no lowering of the casket with the presence of family and friends during the cemetery service.