



BY-LAW NO 2024-32

BEING A BY-LAW TO UPDATE AND CONSOLIDATE CEMETERY REGULATIONS FOR KAGAWONG CEDARS CEMETERY

Kagawong Cedars Cemetery, located at Billings Concession 16 Lot 28 RP 31R410 part 1 is entirely owned by Township of Billings, and is not under the jurisdiction of any religious or private agency.

WHEREAS the Corporation of the Township of Billings has established the Kagawong Cedars Cemetery upon described as Billings Concession 16 Lot 28 RP 31R410 part 1 is entirely owned by Township of Billings, and is operated as a municipal cemetery.

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

WHEREAS Section 150 of the Funeral Burial and Cremation Services Act, 2002 provides that the owner of every cemetery may pass by-laws affecting the operations of the cemetery and

WHEREAS no such by-law comes into force or takes effect until it is filed with, and approved by the Registrar under the Funeral Burial and Cremation Services Act, 2002, Section 151 and

WHEREAS Section 8 of the Municipal Act S.O. 2001, Chap. C.25 provides that the Council of every municipal corporation may pass by-laws providing for the use by the public of lands which the corporation is the owner and for the regulation of such use and the protection of such lands.

NOW THEREFORE, THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF BILLINGS ENACTS AS FOLLOWS:

1.0 POLICIES

Interment Fees described in Schedule "A" attached to this by-law.

Interment Rights Contract in Schedule "B" attached to this by-law.

- a) Interment rights may be sold only by the Township, and the Clerk is authorized as agent to sell interment rights on behalf of the Township.
- b) A transfer of ownership of interment rights is not binding upon the Cemetery until a duly executer transfer has been deposited with the Clerk.
- c) The Township shall provide each interment rights holder (owner) at the time of sale upon full payment:
 - i. copy of the contract of Internment Rights
 - ii. copy of the Cemetery By-law
- d) No interment may be made without the purchase of Interment Rights, including payment in full and signing of the Contract for The Purchase of Interment Rights.
- e) No interment of someone other than the interment rights holder shall be made without the written permission of the Rights holder or his/her agent or authorized representative.
- f) Notice of each interment shall be given to the Clerk at least 48 hours before each interment. The actual position of the interment plot shall be determined by the Cemetery Attendant. The Township of Billings reserves the right to substitute or relocate a plot as extenuating

circumstances dictate. The location of interred remains, plots purchased, and plots offered for use shall be deemed to be in the locations indicated by the map in the Municipal Office. The size of cemetery plots offered for use shall be 4 feet by 10 feet in size.

- g) Interred non-cremated remains shall be enclosed in a concrete vault.
- h) Only one upright memorial marker is permitted on a single plot.
- i) No permanent ornamentation, except mounted on the memorial marker, shall be permitted, and if such is placed it may be removed by the maintenance attendant. The maintenance attendant and the Township of Billings shall not be responsible for the care and preservation of such items.
- j) No barricades, fences, stone or gravel grave coverings or any other items may be permitted without the express written permission of the Clerk, as they damage grass cutting equipment. If such are erected without permission, they shall be removed. The Township of Billings is not liable for loss or damage to plantings or memorial objects placed upon a grave site.
- k) No planted trees or shrubs will be permitted without the express written permission of the Clerk. If such are planted without permission, they shall be removed.
- l) Monuments must be placed on a concrete pad. The footing shall have a minimum thickness of 4 inches and the concrete used in the foundation shall have a compressive strength of 20 MPa or greater. Concrete footing pads are to be flush with ground level and four inches wider than the monument base on all sides, except in the case of markers 18 in high or more, where the pad must be six inches wider on all sides.
- m) Placement of Monuments shall be within the plot centered at the western border, or in the case of adjacent family plots exactly centered between the two. Irregular placing of monuments may be made only with express written permission of the Township.
- n) If a marker in the cemetery presents a risk to public safety because it is unstable, the township shall do whatever is necessary by way of repairing, resetting or laying down the marker or monument so as to remove the risk.
- o) Interments will not be carried out from November 1st until May 1st.
- p) Trees, branches and roots, and other plants which, in the opinion of the Township, interfere with the effective maintenance of said cemetery, will be removed or trimmed by the Township. The party who placed such plantings shall have no recourse.
- q) Columbarium niche structures will vary from location to location and depend on site conditions, building features, building materials, etc. The following are general examples of by-laws that you may use as they pertain to your operation:
 - i. Only the Cemetery Operator may open and seal niches for internments. This applied to the inside sealer and the niche front.
 - ii. To ensure quality control, the Cemetery Operator must be the purchaser of the columbarium.
- r) All contractors working within the boundaries of the Kagawong Cedars Cemetery are governed by the following regulations:
 - i. a contractor refers to anyone performing a service of transfer, vault installation, construction of base or foundation placing of memorial markers or monuments, or excavation of burial sites.
 - ii. work will not commence without the written permission of the agent or Cemetery Board and of the interment rights holder in the form of the Installation Permit.
 - iii. the contractor must carry sufficient insurance and compensation coverage in case of damage incurrent during the performance of duties.
 - iv. no person shall cause or commit a nuisance in the cemetery or willfully and unlawfully disturb persons assembled for the purpose interring human remains in the cemetery.

2.0 MAINTENANCE OF THE CEMETERY


- a) The grass cutting and trimming of the cemetery shall be performed by the Township of Billings, or an agent contracted by the Township, and the expense so allocated from Township funds.
- b) Other maintenance projects and improvements shall be decided and paid for from the Cemetery Memorial Fund, unless the Council of the Township of Billings specifically agrees by Resolution of financial support.
- c) Only specific projects allowed by the Ministry of Consumer Affairs, Cemeteries Regulation Unit may be funded by the Cemetery Perpetual Care bank account, following a decision by the Township.
- d) This By-law nullifies and supersedes any contradictory terms and conditions in By-law 1996-09, 1993-01, 1992-16, 2004-22, 2004-23, 2013-49 AND 2022-12.

3.0 This By-Law shall come into full force and effect upon final passage.


4.0 This By-Law may be cited as the "Cemetery By-Law"

READ a FIRST and SECOND TIME this 21st day of May, 2024

READ a THIRD TIME and FINALLY PASSED this 21st day of May, 2024.



Bryan Barker, Mayor



Veronique Dion, CAO/Clerk

Schedule 'A' – Fees and Distribution



Fees and Distribution

Burial Plot, known as “Contract for Purchase of Interment Rights:” \$390 plus hst, to be distributed as \$290 to a Care and Maintenance Fund as prescribed by the Ministry of Consumer Services, to be known as the Cemetery Perpetual Care Bank Account, and \$100 to the general ledger Cemetery Revenue.

Casket Internment: \$400 + hst, to be distributed within the Township in this manner:

1. Direct Payment to the Attendant \$100
2. Allocation to General Ledger revenues Public Works \$200 for machinery use and \$100 Administration revenue.

Cremation Internment: \$170 + hst to be distributed within the Township in this manner:

1. Payment to the Attendant \$70
2. Administration revenue \$100

Compartment in a Private Columbarium: \$150 + hst multiplied by the number of compartments, to be distributed within the Township in this manner:

1. Payment to the Attendant \$50
2. Administration revenue \$100

Flat Marker measuring less than 4 ft squared	\$0
Flat Marker measuring at least 4 ft squared	\$100
Upright marker measuring 1.22 m (4 ft) or less in heights and 1.22 m (4ft) or less in length, including the base	\$200
Upright marker measuring more than 1.22 m (4 ft) in either height or length, including the base	\$400

These costs are distributed in its entirety to Cemetery Perpetual Care Bank Account.

Schedule 'B' – Contract for Internment Purchase Form



Contract for Internment Purchase Form

Purchaser Name:

Surname, First Name(s)

Purchaser Address:

Purchaser Telephone Number:

Name & Contact Information for Purchaser's Agent or Family Member (optional)

Date of Purchase:

Plot User Name(s):

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____

NOTE: that cremains may be interred on top of a casket, but not casket on top of cremains. If the plot is to be occupied by cremains, write in ALL persons to be buried (8 maximum).

If plot to be occupied immediately, indicate that person's name, place of death and Funeral Director firm name.

PLOT PURCHASED Column _____ Plot _____

Purchaser's Initial _____

I, the purchaser, confirm that the plot indicated by letter and number above is the one I have selected AND that I will abide by all regulations of Billings Cemetery By-Law 2024-xx, made in accordance with the Ontario Regulations 30/11, and that a copy of this By-Law has been given to me.

Date: _____ Signature: _____

Date: _____ Witness Signature: _____

The Cemeteries Act requires that Billings Township must repurchase any unused plot if the purchaser so requests, and reimburse the full purchase price.

Price of Interment Rights for this plot \$390 & HST (portion to Municipal Care and Maintenance Fund \$290, prescribed by Ministry of Consumer Services).

Other fees applicable in future:

1. Interment Fee open and close grave for casket \$400 + HST or for cremains \$170 + HST or \$150 + HST for a private columbarium compartment
2. Marker Installation Permits, dependent on size are either \$200 or \$400 + HST for upright markers, and \$100 + HST for flat markers.

The information stated on this form and information required on the form are in compliance with the Cemetery Care and Maintenance Fund effective January 1, 2022.

Schedule 'C' – Marker Installation Permit



Marker Installation Permit

To be completed prior to the installation of any marker, memorial, monument or other permanent above-ground structure at the Kagawong Cedars Cemetery.

Interment Rights Holder:

Name(s) to be Placed on Marker:

Plot Letter and Number:

If double plot, indicate both numbers _____ for one stone between two plots.

Headstones are placed on the west edge of a plot. Flat markers may be at west or east edge.

Only one headstone may be placed on a single plot. Flat markers may be placed as the only marker OR in addition to a headstone.

All headstones, including natural uncut rock headstones, must be placed on a concrete base adequate to stabilize them. Maximum height of headstone including base is 30 inches. Monuments plus base must not have width on west dimension of more than 40 inches. Billings Township is not responsible for the maintenance and repair of headstones. Billings Township may lay flat and/or relocate any unstable headstone if, in the judgment of cemetery maintenance staff, it creates a hazard.

Flat Marker measuring less than 4 ft squared	\$0
Flat Marker measuring at least 4 ft squared	\$100
Upright marker measuring 1.22 m (4 ft) or less in heights and 1.22 m (4ft) or less in length, including the base	\$200
Upright marker measuring more than 1.22 m (4 ft) in either height or length, including the base	\$400

Contractor

Work to be performed

I, _____ contractor, hereby attest that I hold full and complete insurance coverage that will cover any damage of any kind that may occur in connection with my work on the property of the Kagawong Cedars Cemetery and I hereby accept responsibility for any such damage.

Date: _____ Signature: _____

Insurance Company Name: _____ Policy No. _____