

# **THE CORPORATION OF THE TOWN OF TILLSONBURG**

## **BY-LAW 2021-\_\_\_\_**

**A BY-LAW governing the operations of the Tillsonburg Cemetery under the jurisdiction of the Town of Tillsonburg, in particular, governing the rights, entitlements and restrictions with respect to interment rights, in accordance with the Funeral, Burial and Cremation Services Act, 2002, S.O. 2001, c.33 and to repeal By-Law 3640.**

**WHEREAS** The Corporation of the Town of Tillsonburg owns and operates the municipal cemetery known as the Tillsonburg Cemetery, located at 191493 Simcoe Street, Tillsonburg, Ontario;

**AND WHEREAS** the Funeral, Burial, Cremation Services Act, 2002, S.O. 2001, c.33 regulates the operations of cemeteries in Ontario;

**AND WHEREAS** the Council of The Corporation of the Town of Tillsonburg deems it desirable to enact a By-Law to regulate the operation of the Tillsonburg Cemetery;

**BE IT THEREFORE ENACTED** by the Council of the Corporation of the Town of Tillsonburg as follows:

### **1. DEFINITIONS**

- 1.1. ACT and FBCSA means the Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c.33 and all amendments thereto together with all Regulations prescribed thereunder.
- 1.2. BODY means the body of a deceased person.
- 1.3. BURIAL means the opening and closing of an in-ground lot or plot for the disposition of human remains or cremated human remains.
- 1.4. BURIAL PERMIT means a permit for the burial of human remains issued by the Division Registrar.
- 1.5. BY-LAWS mean the rules and regulations that govern the operation of the Cemetery.
- 1.6. BRONZE PLAQUE means an ornament of bronze affixed to a columbarium niche.
- 1.7. CARE AND MAINTENANCE FUND means the trust fund in which a percentage of the purchase price of all Interment Rights and set amounts for

- monument and marker installations is contributed; and wherein the interest earned from such fund is used to provide care and maintenance of lots, plots, markers, monuments and structures at the Cemetery.
- 1.8. CEMETERY means the Tillsonburg Cemetery located at 191-193 Simcoe Street, Tillsonburg, Ontario.
  - 1.9. CEMETERY MANAGER means the Director of RCP or his/her designate appointed to oversee the Operations of the Department.
  - 1.10. CEMETERY SUPERVISOR means the person, or designate who maintains the cemetery grounds; opens and closes graves and niches; and represents the Town for all interments/inurnments.
  - 1.11. CEMETERY OPERATOR means The Corporation of the Town of Tillsonburg who is the owner of the Tillsonburg Cemetery. The town offices are located at 200 Broadway, Suite 204, Tillsonburg, Ontario.
  - 1.12. CEMETERY PRICE LIST means a list of the rates for the supplies and services of the Cemetery as described in the Town's most current Tariff of Fees By-Law.
  - 1.13. COLUMBARIUM means a structure designed for inurnment of cremated human remains in sealed compartments.
  - 1.14. CONTRACT means the contract that is required to be signed by a representative of the Cemetery Operator and all purchasers of interments rights and which details the obligations of both parties and acceptance of the cemetery By-Laws.
  - 1.15. CREMATED REMAINS means the residue after cremation of the body and of the casket or container in which it was received.
  - 1.16. DEFINED FLOWER BED means a flowerbed free of weeds and grass and created in accordance with the cemetery's rules and regulations.
  - 1.17. DESIGNATE means the person authorized by the Cemetery Supervisor and/or Cemetery Manager to act on their behalf on a temporary basis.
  - 1.18. FOUNDATION means the below-ground concrete structure upon which rests the base stone of a monument.

- 1.19. GRAVE (also known as lot) means an in-ground burial space intended for the interment of a child, adult or cremated human remains.
- 1.20. HUMAN REMAINS means a dead human body or the remains of a cremated human body.
- 1.21. INTERMENT means a burial of human remains and includes the placing of human remains in a lot.
- 1.22. INTERMENT RIGHTS means the right to require or direct the interment or inurnment of human remains in a grave, lot, niche and direct the associated memorialization.
- 1.23. INTERMENT RIGHTS CERTIFICATE means the document issued by the Cemetery Operator to the purchaser once the interment rights have been paid in full, identifying ownership of the interment rights.
- 1.24. INTERMENT RIGHTS HOLDER means the person who holds the interment rights to inter human remains in a specific lot whether the person be the purchaser of the rights, the person named in the Interment Rights Certificate or such other person to whom the interment rights have been assigned and shall be listed in the records of the Cemetery.
- 1.25. INURNMENT means the placing of cremated human remains in a niche.
- 1.26. LOT means an area of land in a cemetery containing, or set aside to contain, human remains and includes a niche in the Columbarium.
- 1.27. MARKER means any permanent memorial structure that is set flush and level with the ground, and used to mark the location of a burial lot.
- 1.28. MONUMENT means any permanent memorial projecting above the ground installed within the designated space to mark the location of a burial or lot.
- 1.29. NICHE means a sealed compartment in a Columbarium, designed for the inurnment of cremated human remains.
- 1.30. PLOT means a parcel of land, sold as a single unit, containing multiple lots.
- 1.31. PUBLIC REGISTER means the register that is required to be made available to the public and contains the information as prescribed under the FBCSA, Ontario Regulation 30/11.
- 1.32. REGISTRAR means the Registrar appointed under the FBCSA.

- 1.33. REGULAR INTERMENT means the interment of human remains which have not been cremated.
- 1.34. REGULATIONS means the regulations made pursuant to the Funeral, Burial and Cremation Services Act, 2002.
- 1.35. TRANSFEREE means a person wherein the interment rights with respect to a lot(s) or niche(s), have been either transferred or resold to such person.
- 1.36. TREASURER means the Treasurer of The Corporation of the Town of Tillsonburg.
- 1.37. URN means any container used to hold cremated human remains.
- 1.38. VAULT means a burial chamber (underground).

## **2. GENERAL INFORMATION**

- 2.1. The Cemetery Operator reserves full and complete control and management of the land, buildings, plantings, roads, utilities, books and records of the cemetery, and complete authority to administer this By-Law regarding all cemetery operations.
- 2.2. Hours of Operation:
  - (a) Municipal Office hours are Monday to Friday, 8:30 a.m. to 4:30 p.m.
  - (b) Cemetery Office hours are 9 am to 1 pm Monday to Friday.
  - (c) Normal interment or inurnment hours are Monday to Friday, 9:00 a.m. to 3:00 p.m.
  - (d) Visiting hours are daily from dawn to dusk.Interments/Inurnments Outside of Normal Hours of Operation:
  - (a) Interments/inurnments may be requested to take place after 4 pm., Monday to Friday, however additional charges will apply. These charges are identified in the Cemetery Price List.
  - (b) Interments/inurnments may be requested to take place on a Saturday between 9 am and 4 pm, however additional charges will apply. These charges are identified in the Cemetery Price List.

- 2.3. General Conduct: The Cemetery Operator reserves the full control over the cemetery operations and management of land within the cemetery grounds. (See Section 16 for “Rules for Visitors”).
- 2.4. The Cemetery Operator is committed to protecting the privacy of its Interment Rights Holders. We collect, use and disclose personal information as required by governing federal and provincial legislation. We do not rent, sell, or trade personal information lists. Individuals may request their personal information in writing at any time to ensure that it is correct and current or to edit it.
- 2.5. The Cemetery Operator reserves the right, at its cost, to correct any error that may be made by it in making interments/inurnments, in the description of the lot/niche, or the transfer or conveyance of any interment rights. The Cemetery Operator may, at its sole discretion, either, cancel such grant and substitute other interment rights, or lot of equal value and similar location, as far as is reasonably possible; or refund all money paid on account for such purchase. Notice will be given personally to the Interment Rights Holder. If necessary, it may be mailed to the Interment Rights Holder or their legal representative, at their last appearing address in the record books of the cemetery. In the event any such error may involve the disinterment of remains, the Cemetery Operator shall first obtain the approval of any regulatory authority and the Interment Rights Holder.
- 2.6. By-Law: The Cemetery Operator shall be governed by this By-Law and all procedures will comply with the Funeral, Burial and Cremation Services Act, 2002, which may be amended periodically. To the extent that any particular provision of this By-Law is in conflict with the provisions of the Funeral, Burial and Cremation Services Act, 2002, the provisions of the Funeral, Burial and Cremation Services Act, 2002 shall govern and this By-Law shall be deemed to have been amended to conform thereto in all respects.
- 2.7. By-Law Amendments: All By-Law amendments must be:
  - (a) Published once in a newspaper with general circulation in the locality in which the cemetery is located;

- (b) Conspicuously posted on a sign at the entrance of the cemetery; and
- (c) Delivered to each supplier of markers who has delivered a marker to the cemetery during the previous year, if the By-Law or By-Law amendment pertains to markers or their installations.

All By-Laws and By-Law amendments are subject to the approval of the Registrar, Bereavement Authority of Ontario (BAO).

- 2.8. Liability: The Cemetery Operator will not be held liable for any loss or damage, without limitation (including damage by the elements, Acts of God, or vandals) to any lot, plot, columbarium niche, monument, 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.
- 2.9. Public Register: A public register will be maintained and made available to the public during regular office hours.
- 2.10. Pets and Other Animals: Only human remains shall be interred in the cemetery and in no case shall the bodies of any lower animal be placed in any grave in the cemetery.
- 2.11. Right to Re-Survey: 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. FINANCIAL**

- 3.1. All fees and charges shall be payable in accordance with the Cemetery Price List which shall be set annually by Council upon recommendation of the Cemetery Manager, who will forward same to the Cemetery Operator.
- 3.2. Payments for all purchases and services pertaining to the Cemetery shall be paid to the Cemetery Operator as follows:
  - All interment rights, purchases and services shall be paid in full at the time of purchase or service;
  - Interments/inurnments shall be paid in full before a burial can take place.

- Payments shall be submitted by cash, cheque or debit. Cheques shall be made payable to the "Town of Tillsonburg" (Cemetery Operator).
- 3.3. All revenue and other monies belonging or pertaining to the Cemetery shall be received by the Treasurer.
  - 3.4. As required by Sections 166 and 168 of Regulation 30/11, a percentage of the purchase price of all interment rights, and a prescribed amount for monuments and markers is contributed into the care and maintenance fund. Income from this fund is used to provide only general care and maintenance of the cemetery. Contributions to the care and maintenance fund are not refundable except when interment rights are cancelled within the thirty (30) day cooling off period.
  - 3.5. The Treasurer shall keep such books, accounts and records as are necessary for properly recording and exhibiting all financial matters pertaining to the Cemeteries as may be prescribed.
  - 3.6. The Treasurer shall maintain, invest, and administer the Care and Maintenance Fund in accordance with the provisions of the Act and the regulations made thereunder.
  - 3.7. The Cemetery Manager shall submit a yearly annual budget to Council setting out operating and capital expenses for approval of Council. In determining the budget, the Cemetery Manager shall not be bound to expend the whole of operating or capital revenues in any year or years but may accumulate and hold or subsequently expend the same or any part thereof, or invest the same or any part thereof.

#### **4. SALE OF INTERMENT RIGHTS**

- 4.1. Purchasers of interment rights acquire only the right to direct the burial of human remains, and the installation of monuments, markers and inscriptions, subject to the conditions set out in the cemetery by-laws.  
No interment, inurnment, or installation of any monument, marker, inscription, or memorialization is permitted until the interment rights have been paid in full. An Interment Rights Certificate will be issued to the Interment Rights

Holder(s) when payment has been made in full. (See Section 3.2 of this By-Law for rules on payments).

The purchase of interment rights is not a purchase of Real Estate or real property. An Interment Rights Holder wishing to resell their interment rights may advise the Cemetery Operator of their intention prior to seeking a third party buyer for their interment rights. (See Section 5 for Resale of Interment Rights).

- 4.2. The Cemetery Operator has for sale the following interment rights:
  - Regular Lots
  - Cremation Lots
  - Columbarium Niches
- 4.3. All prices for cemetery lots and services shall be set out in the Cemetery Price List. Prices for lot(s) shall include the applicable portion for deposit to the Cemetery's Care and Maintenance Fund. (See Section 3.2 for payments regarding interment rights).
- 4.4. The monies received for interment rights shall be held by the Treasurer for a period of thirty (30) days as prescribed by the Act.
- 4.5. The Cemetery Operator shall, after the thirtieth (30th) day but before sixty (60) days, transfer the monies received for interment rights into the Cemetery Care and Maintenance Fund and Operating Fund.
- 4.6. The Cemetery Operator shall provide each Interment Rights Holder at the time of sale with:
  - (a) a copy of the Interment Rights Certificate;
  - (b) a copy of the Contract for Purchase of Interment Rights;
  - (c) a copy of the Cemetery By-Law;
  - (d) a copy of the current Cemetery Price List; and
  - (e) a copy of the Consumer Information Guide.
- 4.7. In order for the Contract for Purchase of Interment Rights to be valid, it must be signed and dated by both the Purchaser and the duly authorized representative of the Cemetery Operator.
- 4.8. The Interment Rights Certificate shall specify:



- (a) the name of the Interment Rights Holder,
- (b) the size of the lot
- (c) the location of the lot;
- (d) the date of purchase
- (e) the amount paid for the lot
- (f) the amount to be deposited in the Care and Maintenance Fund
- (g) the amount of tax;
- (h) the amount refundable;
- (i) a statement regarding transfer/resale restrictions of said interment rights; and shall be subject to the provisions of the Funeral, Burial and Cremation Services Act, 2002, and the Ontario Regulations in effect thereunder and to the approved By-Laws of the Cemetery Operator which may be in effect from time to time.

4.9. The purchaser of interment rights shall be provided with a Contract, at the time the Contract is made, which shall indicate:

- (a) the name, address and telephone number of the Operator;
- (b) the Operator's licence number as provided by the Registrar;
- (c) the Contract reference number;
- (d) the date interment rights were purchased;
- (e) the name, address and telephone number of the purchaser;
- (f) the name, address and telephone number of the Interment Rights Holder;
- (g) the location and dimensions of the lot(s) being purchased;
- (h) the number and type of interments/inurnments permitted in each lot/niche;
- (i) the purchase price including an itemized breakdown of cemetery supplies and services charges and all applicable taxes;
- (j) the amount being set aside for the Care and Maintenance Fund;
- (k) the existence of a By-Law that governs the operation of the Cemetery and includes restrictions on interment rights in the Cemetery
- (l) any limitations or restrictions on exercising the interment rights; and
- (m) any limitations with respect to markers, lot decorations and private structures.

- 4.10. A Contract for the provision of licensed supplies or services is not enforceable by the Operator unless,
- (a) the Contract is written, signed by both parties and complies with the regulations;
  - (b) the Contract sets out the purchaser's cancellation rights under the Act;
  - (c) the Contract sets out all the supplies and services to be provided and the price charged for each of them;
  - (d) the Operator delivers a signed copy of the Contract to the purchaser in the prescribed manner; and
  - (e) in the case of a Contract for the purchase of interment rights, the Operator delivers to the purchaser,
    - (i) a copy of the By-Laws of the Cemetery and written notice as to whether the By-Laws of the Cemetery permit the purchaser to resell the interment rights to a third party, and
    - (ii) a description of the location of the lot that is purchased.
- 4.11. The Cemetery Operator shall not reserve lots for future purchase.
- 4.12. A bronze plaque is required to be purchased at the time of purchase of a niche in a Columbarium. (See Section 9 for "Columbarium Regulations").
- 4.13. The Interment Rights Holder shall notify the Cemetery Operator in writing within thirty (30) days of any changes in their mailing address.

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

- 5.1. Cancellation of Interment Rights within 30 Day Cooling-Off Period: The purchaser of interment rights has the right to cancel an interment rights contract within thirty (30) days of signing the interment rights contract ("30-day cooling-off period") by providing written notice of the cancellation to the Cemetery Operator. The Cemetery Operator will refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation less sums chargeable under the contract or pursuant to the FBCSA in respect of interment services provided within the 30 day period at

- the request and with the consent of the Interment Rights Holder or his or her assign or representative.
- 5.2. Notice of Resale and Transfer of Interment Rights: The Cemetery Operator permits an Interment Rights Holder to sell or transfer their interment rights to a third party, at no more than the current price listed on the Cemetery Price List, as long as the sale or transfer is conducted through the Cemetery Operator and the purchaser meets the qualifications and requirements as outlined in this By-Law.
- 5.3. Resale of Interment Rights after 30 Day Cooling-Off Period: Unless the interment rights have been exercised the purchaser retains the right to re-sell the interment rights. Once payment for the interment rights has been made in full, and an Interment Rights Certificate has been issued, the Interment Rights Holder(s), as recorded on the cemetery records, has right to re-sell the interment rights. Any resale of the interment right shall be in accordance with the requirements of the cemetery by-laws and in keeping with the FBCSA. If any portion of the interment rights in relation to a specific lot have been exercised, the purchaser, or the Interment Rights Holder(s) is not entitled to re-sell the interment rights in relation to that specific lot.
- 5.4. Requirements for Resale of Interment Rights:
- (a) The Interment Rights Holder(s) intending to sell their rights shall provide the following documents to the Cemetery Operator so that the operator can confirm the ownership of the rights and provide the third party purchaser with the required certificate etc.:
- (1) an Interment Rights Certificate endorsed by the current rights holder;
  - (2) a written statement of the number of lots that have been used in the plot and the number of lots that remain available;
  - (3) any other documentation in the Interment Rights Holder(s) possession relating to the rights.
- (b) The third party purchaser will be provided with the following documents by the Cemetery Operator:
- (1) an Interment Rights Certificate endorsed by the current rights holder;

- (2) a copy of the cemetery's current by-laws;
- (3) a copy of the cemetery's current price list;
- (4) a written statement of the number of lots that have been used in a plot and the number of lots that remain available; and
- (5) any other documentation in the Interment Rights Holder(s) possession relating to the rights.

(c) The Cemetery Operator will require:

(1) the following Resale Endorsements completed and signed:

- Rights Holder(s) Endorsement of Resale;
- Acknowledgement of Transferee(s); and
- Cemetery Operator Acknowledgement and Acceptance of the Resale.

(2) confirmation that the person selling the interment rights is the person registered on the cemetery records and that they have the right to re-sell the interment rights;

(3) a statement of any money owing to the Cemetery Operator in respect to the interment rights.

5.5. Once the endorsed certificate and all required information has been received by the Cemetery Operator from the rights holder(s), the Cemetery Operator will issue a new Interment Rights Certificate to the third party purchaser.

5.6. Upon completion of Section 5.4 and 5.5, the third party purchaser or transferee(s) shall be considered the current Interment Rights Holder(s), and the resale or transfer of the interment rights shall be considered final in accordance with the cemetery by-laws and the FBCSA.

5.7. The Cemetery Operator shall charge an administration fee for the resale or transfer of interments rights in accordance with the current Cemetery Price List. The administration fee is due at the time of resale or transfer.

5.8. Repurchase of Interment Rights: The Cemetery Operator does not prohibit the resale of an interment rights and may repurchase the interment rights from the Rights Holder(s) if the Cemetery Operator so desires and may

negotiate a purchase price so long as the seller acknowledges being aware of the Cemetery Operators current price list amount for interment rights.

The Cemetery Operator shall not repurchase the interment rights of any lot or plot wherein the rights have been exercised. Also, the Cemetery Operator shall not repurchase the interment rights of any lot or plot wherein a monument/ marker is installed on said lot or plot, unless the Rights Holder removes such monument/marker at their own expense prior to the repurchase.

## **6. TRANSFER OF LOTS**

- 6.1. For the purposes of this section, 'Transfer' means a gift, a bequest or devolution under a will, but not a resale of interment rights. The Cemetery reserves the right to require the production of a notarial copy of the Will or Certificate of Appointment of Estate of Trustee or other evidence sufficient to prove ownership or authority to deal with the interment rights.
- 6.2. To ensure the correctness of records of ownership and interments/inurnments, no transfer of any lot/niche or interest therein shall be binding upon the Cemetery until a Transfer Form and such other particulars as may be necessary for proper identification is completed and given to the Cemetery Manager. Upon receipt of the Transfer Form and other documentation if required, and payment of a fee, the transfer shall be made and a new Interment Rights Certificate issued to the Transferee along with a copy of the Cemetery By-Law and price list.
- 6.3. In the case of a transfer, the Cemetery Caretaker or designate must confirm that all lots transferred are usable prior to an interment taking place.

## **7. INTERMENTS/INURNMENTS**

- 7.1. The Interment Rights Holder(s) must complete an Order for Interment Form prior to a burial taking place. Should the Interment Rights Holder be deceased, the Order for Interment Form shall be completed by the person

- authorized to act on behalf of the Interment Rights Holder, ie. Personal Family Representative, Estate Trustee, Executor, Lawyer or Next of Kin.
- 7.2. When interment rights are held jointly by two or more persons, an Order for Interment Form will be accepted from either or any of them or their authorized representative.
  - 7.3. Verbal orders for interments/inurnments shall be accompanied by a completed Order for Interment Form prior to an interment/inurnment taking place.
  - 7.4. The Cemetery shall not be responsible for any errors on the Order for Interment Form and shall not be responsible for any errors or misunderstandings that may arise on verbal orders.
  - 7.5. An Authorization Form shall be completed for a request for an interment/inurnment in the event that the interment rights for a lot/niche are not recorded under the deceased's name.
  - 7.6. 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 the Cemetery Supervisor or designate prior to a burial taking place. A Certificate of Cremation must be submitted to the Cemetery Supervisor or designate prior to an interment/inurnment of cremated remains taking place.
  - 7.7. In accordance with the FBCSA the purchaser of interment rights must enter into a cemetery contract, providing such information as may be required by the Cemetery Operator for the completion of the contract and the public register prior to each interment/inurnment.
  - 7.8. Persons requesting an interment/inurnment shall be held responsible for all charges incurred. The interment/inurnment fees include the opening and closing of a lot/niche. Rates may be adjusted from time to time without prior notice by the Cemetery Operator. (See Section 3.2 for payments regarding interments/inurnments).
  - 7.9. Any person(s) who wishes to make arrangements for an interment/inurnment shall give the Cemetery Operator notice of each interment/inurnment at least

- sixteen (16) working hours (2 business days) in advance for summer interments/inurnments (Apr 1 - Nov 30), except under special circumstances. The Cemetery Operator shall be given notice of each interment/inurnment at least twenty-four (24) working hours (3 business days) in advance for winter interments (Dec 1 - Mar 31), except under special circumstances. The Cemetery Operator cannot be responsible for having lots prepared for funerals unless such notice is given by such person(s).
- 7.10. Every effort will be made to complete a burial on the assigned day and time. If due to inclement weather conditions, health and safety concerns, or conditions beyond the Cemetery Operator's control, a burial cannot be made at the scheduled time, the burial shall be completed as soon as possible at a later time.
- 7.11. No interment/inurnment shall be made on Sunday or Statutory Holidays, except upon receipt of a Doctor's Certificate stating that a burial must be made within twenty-four (24) hours of the death in accordance with the regulation of the Ontario Ministry of Health for control of communicable diseases.
- 7.12. The opening and closing of graves and niches may only be conducted by Cemetery Caretaker, or those designated to do work on behalf of the Cemetery Operator.
- 7.13. Cremated remains shall not be permitted to be scattered on a grave.
- 7.14. Not more than one (1) regular interment shall be permitted in a regular or memorial lot. One regular interment and one cremation interment are permitted in any regular or memorial lot; or up to four cremation interments may be permitted in any regular or memorial lot.
- 7.15. Remains to be buried in a lot must be enclosed in a casket, sealed securely, and of sufficient strength to permit the burial with the container remaining in tact. The casket must be of a size to permit a burial within the size of the lot. (See Section 7.18 for information regarding vaults).
- 7.16. Vaults are highly recommended for all regular interments in the cemetery. The Municipality requires vaults for Section 5 and Section 6 of the Cemetery,

- however Sections 1 to 4 are declared “no vault” sections. If vaults are to be used for Sections 1 to 4, the Funeral Directors may be required to keep vault sizes to standard or oversize as the placement of jumbo vaults or any vaults larger than oversize may jeopardize a future burial in an adjacent lot.
- 7.17. Urn vaults with exterior dimensions larger than 18” in length x 18” in width x 18” in height shall not be permitted in the Cemetery.
- 7.18. An urn may be placed inside a casket to be interred; however, a fee will be required for one (1) regular interment and one (1) cremation interment at the same time as determined by the Cemetery Price List will be required.
- 7.19. When regular interments are required, the funeral home which is conducting the burial shall be responsible for the supply and operation of lowering devices and artificial grass, whether owned by the funeral home or leased from a supplier by the funeral home.
- 7.20. The Cemetery Supervisor or designate shall be in attendance at each interment/ inurnment.
- 7.21. The Cemetery Operator will exercise all due care when making interments and disinterment's, but it is not responsible for damage to any casket, urn or other container sustained during interment or disinterment.

## **8. DISINTERMENTS**

- 8.1. 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 operator and the prior notification of the medical officer of health. A certificate from the local medical officer of health must be received at the cemetery office before the removal of casketed human remains may take place. A certificate from the local medical officer of health is not required for the removal of cremated remains.
- 8.2. 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).



- 8.3. Any person(s) who wishes to make arrangements for a disinterment shall give three (3) days' written notice to the Cemetery Operator so that arrangements can be confirmed with the South-West Public Health Unit.
- 8.4. The human remains of persons who have died from contagious diseases may be removed only with the consent of the local medical officer of health or other public official having authority.
- 8.5. When a disinterment is to take place, the Cemetery Supervisor or designate is responsible to open the grave and the Funeral Director retained for the purpose of the disinterment is responsible to disinter the body.

## **9. COLUMBARIUM REGULATIONS**

- 9.1. No inurnment shall be made without permission from the Interment Rights Holder or a person authorized to act on the Holder's behalf.
- 9.2. No inurnment shall be permitted until all payments due to the Cemetery have been made.
- 9.3. Niches will be opened only by the Cemetery Supervisor or those designated to do work on behalf of the Cemetery Operator and sealed by them after an inurnment is made.
- 9.4. No person other than the Cemetery Supervisor or those designated to do work on behalf of the Cemetery Operations shall remove or alter niche fronts.
- 9.5. Two (2) cremated remains are allowed to be placed in each niche as long as they comply with the dimensions of the niche.
- 9.6. Any urn which cannot be contained within the niche shall not be inurned.
- 9.7. Flowers, wreaths and designs placed against or near any part of the Columbarium will be removed. No glass vases or other breakable items should be placed around the Columbarium. Nothing is to be attached to the face of the Columbarium other than the bronze plaque purchased for each niche.
- 9.8. Any cut flowers/artificial flowers for those inurned in the Columbarium shall be placed in the appropriate plaque.

- 9.9. In the event of damage to the columbarium, a niche or the facing thereof caused by someone other than an Interments Right Holder or a contractor or other individual acting under his or her instructions, the Cemetery shall repair or replace the damaged property with material of like kind and quality, but if the material of like kind and quality is not obtainable, the Cemetery may select other material which is as similar as possible to the material which has been damaged and destroyed and which is capable of performing the same function. The Cemetery shall not be responsible for any delay beyond its reasonable control in obtaining the material and completing the required repairs or replacement.

## **10. MEMORIALS**

- 10.1. No memorial or other structure shall be erected or permitted on a lot until the Care and Maintenance fee has been paid in full.
- 10.2. In cases where the interments right holder has authorized a third party (e.g. a monument supplier) to act on their behalf, a permission form must be received prior to any work being completed. The permission form must include the signature of the interments right holder (or authorized representative – i.e. executor of an estate) as well as size of the memorial to be installed.
- 10.3. The Cemetery Operator reserves the right to determine the maximum size of monuments/markers, their composition, their number and their location on each lot with the following conditions:
- (a) all monuments/markers must be of a size that would not interfere with any future interments.
  - (b) not more than one (1) upright monument and one (1) marker shall be permitted on a single grave where permitted.
  - (c) all monuments and markers shall be constructed of natural stone (i.e. granite) or bronze that is affixed to natural stone.
  - (d) Monument Dimension Guide (Schedule A)

- i. all upright monuments shall be placed in the established monument row of the lot unless otherwise indicated by the Cemetery Operator.
- ii. all tablets must have a base underneath that is of greater width and thickness than the tablet (except in cases of boulders or benches) and a height of no less than four inches (4").
- iii. on a single lot, the width of the monument (inclusive of any base), shall not exceed thirty inches (30") in width. If the monument exceeds thirty eight inches (38") in height, inclusive of any base, then the tablet must be a minimum of eight inches (8") thick.
- iv. on multiple lots (i.e. two, three, etc), the width of the monument (inclusive of base or any sub structure), shall not exceed 2/3rds of the total width of the plot. If the memorial exceeds thirty eight inches (38") in height (inclusive of base) then any tablet must be a minimum of eight inches (8") thick.
- v. All monument tablets shall have a minimum thickness of six inches (6") at the bottom (bed) of the tablet where it meets the top of the base.
- vi. no monument (inclusive of base or any other sub structure) shall exceed forty eight inches (48") in height
- vii. no monument (inclusive of base) shall exceed twenty inches (20") in thickness when located in an established monument row.
- viii. in cases where there is no established monument row (in older sections) the Cemetery Operator will determine if a memorial can safely be installed and will determine the maximum size and placement at that time.

(e) Flat Marker Dimension Guide (Schedule B)

- i. all markers will be installed by the Cemetery Operator at the expense of the Interment Rights Holder or entity authorized to act on the Holder's behalf (e.g. a monument supplier).
- ii. all concrete pertaining to flat markers (i.e. a concrete border around a marker) will be completed by the Cemetery Operator at their discretion

(once all information has been received) and at the expense of the Interment Rights Holder or entity authorized to act on the Holder's behalf.

- iii. at the time a marker is delivered to the cemetery, the Cemetery Operator must be presented in writing (by the Interment Rights Holder or an entity authorized to act on the Holder's behalf) the size of the marker as well as any information pertaining to the location of the installation.
- iv. markers must be delivered during established cemetery business hours and in a location designated by the Cemetery Operator.
- v. a flat marker may be placed in the established monument row of a lot provided there is no upright monument or marker already erected in the established monument row on said lot.
- vi. a secondary flat marker may be placed directly in front of the monument/marker in a lot that contains an existing upright monument or marker in the established monument row.
- vii. if there is no established monument row then the Cemetery Operator will determine the location of the marker placement.
- viii. the minimum thickness (top to bottom) for all flat markers in any section (including footstones) is four inches (4").
- ix. on a single lot, a flat marker shall not exceed thirty inches (30") in width, inclusive of any concrete or granite border.
- x. on multiple lots (i.e. two, three, etc), a flat marker shall not exceed 2/3rds of the total width of the plot, inclusive of any concrete or granite border.
- xi. a flat marker placed in the established monument row of a lot shall not exceed twenty inches (20") in depth (front to back) inclusive of any cement or granite border.
- xii. a flat marker placed outside of the established monument row of a lot shall not exceed sixteen inches (16") in depth (front to back) inclusive of any cement or granite border.
- xiii. only one (1) flat marker is permitted to be installed in the area designated for "Cremation" and "Baby plots" and shall not exceed thirty inches (30") in width and twenty inches (20") in depth (front to back) inclusive of any concrete or granite border.

- xiv. all markers, in any area, are to be flat (flush) on top and set level with the ground so that a lawn mower can pass safely over them.
- 10.4. Boulder memorials will be permitted and must adhere to all monument sizing established with the following additions:
  - (a) Only boulders that are made of granite will be allowed.
  - (b) All boulders must have a cut bottom (bed) with a flat surface.
  - (c) All boulders must be thicker (front to back) at the bottom than at the top of the boulder.
  - (d) Boulders sitting on their own (with no base) must have a minimum thickness (front to back) of ten inches (10") at the bottom where it meets the concrete foundation.
- 10.5. Granite Benches will be permitted and must adhere to all monument sizing unless otherwise approved by the Cemetery Operator.
- 10.6. Above grade inurnments will be permitted within memorials but must adhere to all monument sizing established. Urns must be secured in a fashion that will prevent theft or damage and must be approved by the Cemetery Operator.
- 10.7. No monument shall be delivered to the cemetery for installation until the monument foundation has been completed, and the monument/marker retailer has been notified by the Cemetery Operator.
- 10.8. In the event that a monument located on a lot prevents a regular interment from taking place (older sections of the cemetery), only cremated remains will be permitted to be interred on such lot unless the Interment Rights Holder is prepared to remove, at its own expense, such monument/foundation to permit a regular interment to take place.
- 10.9. No cornerstones shall be permitted to be installed on any grave.
- 10.10. No monument, footstone, marker or memorial of any description shall be placed, moved or removed without permission from the Cemetery Operator.
- 10.11. When any monument, gravestone or memorial, of any kind, is to be removed, or any inscription made, the Cemetery Operator shall be notified.

- 10.12. Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered to be normal wear.
- 10.13. The Cemetery Operator will take reasonable precautions to protect the property of Interment Rights Holders, but assumes no liability for the loss of, or damage to, any monument, marker, or other structure, or part thereof.
- 10.14. The Cemetery Operator does not accept any responsibility or liability for a picture, photograph or monument should a picture or photograph become lost, faded, cracked, damaged or need to be removed.
- 10.15. Any monument or marker that is deemed a risk to public safety by the Cemetery Operator will result in actions taken in accordance with the Funeral, Burial and Cremation Services Act and Cemeteries Act so as to make the memorial safe.
- 10.16. The Cemetery Operator reserves the right to remove at its sole discretion any marker, monument, or inscription which is not in keeping with the dignity and decorum of the cemetery as determined by the Cemetery Operator.
- 10.17. Any contractor performing work at the cemetery at the request of any person who damages any lot, upright monument, marker or other structure, or otherwise does any injury in the cemetery, shall be personally responsible for such damage or injury and in addition thereto, his/her employers shall be liable.
- 10.18. All work done by monument/marker dealers should be done during regular office hours of the Cemetery, unless special permission is obtained from the Cemetery Operator.

## **11. FOUNDATION WORK**

- 11.1. A concrete foundation shall be required for all upright monuments.
- 11.2. All foundations for monuments shall be built by, or contracted to be built for, the Cemetery Operator at the expense of the Interment Rights Holder.
- 11.3. Foundation work shall be completed at least two times per year (Spring and Fall). However, in light of efficiencies, the Cemetery Operator reserves the right to cancel foundation work should an insufficient number of foundation

orders be received. Foundations are completed from the May 1 to October 31 of each year.

- 11.4. The foundation shall be built in the designated space and in the exact dimensions of the monument base. If incorrect dimensions have been given on the Foundation Order Form, signed by the Interment Rights Holder or a person authorized to act on the Holder's behalf, and/or the monument supplier, the foundation will be removed and rebuilt or modified by the Cemetery Caretaker or those designated to do work on behalf of the Cemetery Operator at the expense of the Interment Rights Holder or person acting on behalf of the Holder.
- 11.5. Foundations will be a minimum of 1.23 metres (4 feet) deep, and they shall be set at the direction of the Cemetery Manager. Foundations must be cured for a minimum of forty-eight (48) hours before placing the monument.
- 11.6. The charges for the construction of foundations are identified in the Cemetery Price List.

## **12. CARE OF LOTS**

- 12.1. Income from the Care and Maintenance Fund shall be expended to maintain secure and preserve the cemetery grounds. Such expenses may include, but are not limited to expenses arising from:
  - Re-levelling and sodding or seeding of lots
  - Maintenance of cemetery roads, sewers and water systems
  - Maintenance of perimeter walls and fences
  - Maintenance of cemetery landscaping
  - Maintenance of columbarium
  - Repairs and general upkeep of cemetery maintenance buildings and equipment
- 12.2. The Cemetery Operator reserves the right to regulate the articles placed on lots or plots, including those that pose a threat to the safety of all Interment Rights Holders, visitors to the cemetery, Cemetery Contractor or his/her assistant or those designated to do work on behalf of the Cemetery Operator;

- prevents the Cemetery Operator from performing general cemetery operations; or are not in keeping with the respect and dignity of the cemetery. Prohibited articles will be removed and disposed of without notification.
- 12.3. No person shall plant trees, flower beds or shrubs in the cemetery except with the approval of the Cemetery Operator.
- 12.4. All lots and plots shall be maintained and kept properly graded, sodded and mown by the Cemetery Supervisor or designate.
- 12.5. Trees or shrubs (dwarf or ornamental type) are permitted on lots and plots when planted on the monument line under the direction of the Cemetery Supervisor provided that the shrubs/trees, etc. are maintained. The height of such shrubs/trees shall at no time exceed .91 metres (3 feet) above adjacent ground level. If, the planted shrubs/trees are not well maintained (ie. not trimmed, watered, etc.) the Cemetery Supervisor or designate assistant has the authority to remove any such neglected shrubs and trees.
- 12.6. The diameter of such shrubs and/or ornamental trees at their widest point, including foliage shall at no time obstruct adjacent lots.
- 12.7. If any trees or shrubs situated in the boundaries of any lot shall have, become by means of their roots, limbs or branches or in any way, detrimental to the adjacent lots, drains, roads or walks, or prejudicial to the appearance of the ground or inconvenient to the public, the Cemetery Supervisor or designate may remove such trees or shrubs or parts thereof.
- 12.8. No Person other than the Cemetery Supervisor or designate shall cut or remove any sod or in any other way change the surface of the burial lot in the Cemetery. In the event of any such change, the Cemetery Operator may restore the lot to its original grade at the expense of the Holder.
- 12.9. No unauthorized person shall move grave markers in the cemetery.
- 12.10. Borders, fences, railing, cut-stone coping and hedges in or around lots are not permitted, except that borders to protect flowers can only be installed by permission of the Cemetery Manager. The borders around flower beds shall not exceed the width of the monument/marker base located at the head of a grave and must not exceed 50.8 cm (20 inches) distance from the



- monument/marker base. The Cemetery Operator shall not be responsible for such borders installed or for damage to such borders by lawn mowing or trimming equipment.
- 12.11. All moon rays/solar lights and other free standing articles shall be placed in a defined flower bed to allow the Cemetery Supervisor or designate to perform general cemetery operations in an effective and efficient manner. (See Section 1.16 for definition of defined flower bed).
- 12.12. Moon rays/solar lights and other free standing articles shall not be permitted where there is a flat marker and shall be removed by the Cemetery Supervisor or designate.
- 12.13. Flat markers with a vase affixed thereto, shall be permitted in the Cemetery, however, the vase shall only be allowed to be raised one (1) week before and one (1) week after Decoration Day (3rd Sunday in August). The vase must be lowered during the remainder of the year for maintenance purposes.
- 12.14. Nails, wires, glass or breakable pottery/ornamental containers/articles, or any other material that creates a hazard to workers and to visitors when neglected or broken shall not be permitted in the cemetery. The Cemetery Supervisor or designate shall have the authority to remove any neglected containers/articles deemed to be creating a hazard.
- 12.15. Candles, incense and flammable articles shall not be permitted in the cemetery.
- 12.16. The Cemetery Operator shall not be responsible for loss or damage to any articles left upon any lot or plot.
- 12.17. Rubbish shall not be thrown on roads, walks, or any part of the grounds or buildings. Receptacles are provided at convenient locations within the premises for the deposit of weed, decayed flowers, plants, etc.
- 12.18. When necessary, the Cemetery Supervisor or designate shall lay wooden planks on the burial lots and paths to protect the surface from damage of heavy equipment when undertaking required work within the cemetery.

### **13.CARE OF LOTS - FLOWERS**

- 13.1. A flower bed should not be created if it is unable to be maintained. All flower beds are required to be maintained. If a flower bed is created and then unable to be maintained, the flower bed will be removed. The Cemetery Supervisor or designate shall have the right to remove a flower bed if it is not being maintained.
- 13.2. Flower beds shall be permitted in front of upright monuments and markers located at the head of lots, but must not exceed 50.8 cm (20 inches) distance from the monument/marker base. Beds are not to exceed the monument/marker width and where there is no monument, flower beds can only be planted by permission of, and under the direction of the Cemetery Supervisor. Planting of borders around lots is prohibited.
- 13.3. Flower beds/plants/shrubs, etc. shall not be permitted behind the monument as the rights to this area may belong to other individuals or the Cemetery Operator. Exceptions may apply to those who hold the rights to consecutive lots only upon written approval by the Cemetery Supervisor.
- 13.4. Flowers, flower beds, or shrubs, etc. shall be prohibited on lots designated for flat markers (memorial lots/urn garden).
- 13.5. Flowers placed on a grave for a funeral shall be removed by the Cemetery Supervisor or designate after a reasonable time to protect the sod and maintain the tidy appearance of the cemetery.
- 13.6. In the event that a flower bed located on a lot impedes a regular interment, the Cemetery Supervisor or designate shall have the right to remove such flower bed. It is the responsibility of the lot owner to replace such flower bed if desired.
- 13.7. Any shrubs or flowers not attended to by June 1st of each year may be cleaned up/removed by the Cemetery Supervisor or designate. All annual flowers must be removed or cleaned up and flower vases must be removed by November 1st of each year.
- 13.8. No glass containers shall be used for flowers.

- 13.9. Seasonal Artificial flowers, artificial wreaths without glass covers, etc. are permitted to be placed on a lot after November 15th of each year. Artificial wreaths must be securely fastened to the monument, or where there is not a monument, mounted on a stand of at least 76.20 cm (30 inches) high securely anchored to the ground.
- 13.10. To preserve the proper appearance of the grounds, artificial wreaths, flower arrangements and potted plants are permitted from May 1st – October 31st of each year. Natural winter wreathes or toppers are permitted November 1st – March 31st. The Cemetery Supervisor or designate will remove and dispose of them
- 13.11. The Cemetery Supervisor or designate reserves the right to remove all flowers, potted plants, wreaths and baskets of flowers (natural or artificial) when they become withered or unsightly, or for any other reasons such removals are in the best interest of the cemetery.

#### **14. TREE DEDICATION PROGRAM**

- 14.1. A person wishing to participate in the Tree Dedication Program must complete a 'Tree Planting Dedication Program' Form and pay the required fee in accordance with the Cemetery Price List at the time of purchase.
- 14.2. The Tree Dedication Program includes the planting of one (1) tree and the installation of a natural field stone (engraved), at the discretion of the Cemetery Supervisor.
- 14.3. The tree shall be planted and the marker installed by the Cemetery Supervisor or designate.
- 14.4. The Tree Dedication Program includes the cost to replace a tree, if necessary, at the discretion of the Cemetery Supervisor.
- 14.5. Trees for this program shall only be planted in the spring and fall of every year.

## **15. CONTRACTOR PROVISIONS**

- 15.1. This by-law applies to all contractors and all work carried out by contractors within the cemetery grounds.
- 15.2. Any contractor who damages any lot, upright monument, marker or other structure, or otherwise does any injury in the Cemetery, shall be personally responsible for such damage or injury and in addition thereto, his/her employers shall be liable.
- 15.3. Contractors, monument dealers and suppliers shall not enter the cemetery in the evening, weekends or statutory holidays, unless approval has been granted by the Cemetery Operator.
- 15.4. No work will be performed at the cemetery except during the regular business hours of the cemetery, unless approval has been granted by the Cemetery Operator.
- 15.5. Contractors shall temporarily cease all operations if they are working within 100 metres of a funeral until the conclusion of the service. The Cemetery Operator 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.
- 15.6. Contractors, monument dealers and suppliers shall lay wooden planks on the burial lots and paths over which heavy materials are to be moved in order to protect the surface from damage.
- 15.7. Any contractor who has been requested by an Interment Rights Holder to perform any type of work is required to contact the Cemetery Supervisor for permission to perform such work.
- 15.8. Contractors performing work at the cemetery for or at the request of any person must provide to the Cemetery Supervisor proof of liability insurance and W.S.I.B. coverage and must comply with all applicable workplace safety and environmental legislation.
- 15.9. Where the Cemetery Supervisor has received a request by an Interment Rights Holder to perform miscellaneous/custom work (ie. removal of shrubs,

etc.), this work shall be recorded by the Cemetery Manager or his/her designate and the Rights Holder will be invoiced for the work completed as set out in the Cemetery Price List (i.e. materials supplied and the amount of time spent by the Cemetery Caretaker or designate to conduct the work).

## **16. RULES FOR VISITORS**

- 16.1. All visitors should conduct themselves in a quiet manner that shall not disturb any service being held.
- 16.2. Any person disturbing the quiet and good order of the cemetery by noise or other improper conduct or who violates these rules, shall be expelled from the grounds.
- 16.3. The Cemetery Supervisor and/or designate are empowered to preserve order and decorum in the Cemetery.
- 16.4. No person may damage, destroy, remove or deface any property within the cemetery.
- 16.5. Any person who, in the cemetery, damages or moves any tree, plant, marker, fence, structure or other thing usually erected, planted or placed in a cemetery is liable to the Town and any Interment Rights Holder who, as a result, incurs damage. The amount of damages shall be the amount required to restore the cemetery to the state that it was in before anything was damaged or moved by the person liable.
- 16.6. No parades other than funeral possessions shall be admitted to or be organized within the cemetery.
- 16.7. Children under the age of twelve (12) are welcome on the cemetery grounds when accompanied by an adult, who shall be responsible for their good conduct.
- 16.8. Visitors shall not run or walk over the lots or climb upon the monuments.
- 16.9. Vehicles within the cemetery shall be driven at a moderate rate of speed and shall not leave the roadways.
- 16.10. All-terrain vehicles or snowmobiles shall be prohibited on the cemetery grounds.

- 16.11. Proprietors of vehicles and other drivers shall be held responsible for any damage done by their vehicles within the cemetery.
- 16.12. Discharging of firearms, other than in regular volleys at burial services shall be prohibited in and around the cemetery.
- 16.13. Only leashed dogs and pets, involved in the interment service or subsequent visitations, will be permitted on the cemetery lands by permission of the Cemetery Supervisor or designate.
- 16.14. All other dogs and pets are not permitted in the cemetery boundaries.
- 16.15. Any complaints by Interment Rights Holders or visitors should be made to the Cemetery Supervisor and not the workers on the grounds and controversies with workers or other on the grounds are to be avoided.
- 16.16. No tips or gratuities are to be given to the cemetery workers by visitors or Interment Rights Holders, nor shall any be accepted by the cemetery workers.
- 16.17. No signs, notices, or advertising of any kind shall be allowed within the cemetery or within the immediate boundaries of the cemetery except those placed by the Cemetery Operator.
- 16.18. No picnic party shall be permitted in the cemetery.

## **17. EFFECTIVE DATE**

- 17.1. In accordance with the Funeral, Burial, and Cremation Services Act, 2002, the provisions of this By-Law shall come into force and take effect the latter of January 1, 2021 and the date of approval of this By-Law by the Registrar of the FBCSA.

By-Law 2021-\_\_\_\_

**18. THAT By-Law 3640 be repealed in its entirety upon approval of this By-Law.**

**READ A FIRST AND SECOND TIME THIS 25th day of JANUARY, 2021.**

**READ A THIRD AND FINAL TIME AND PASSED THIS 25th day of JANUARY, 2021.**

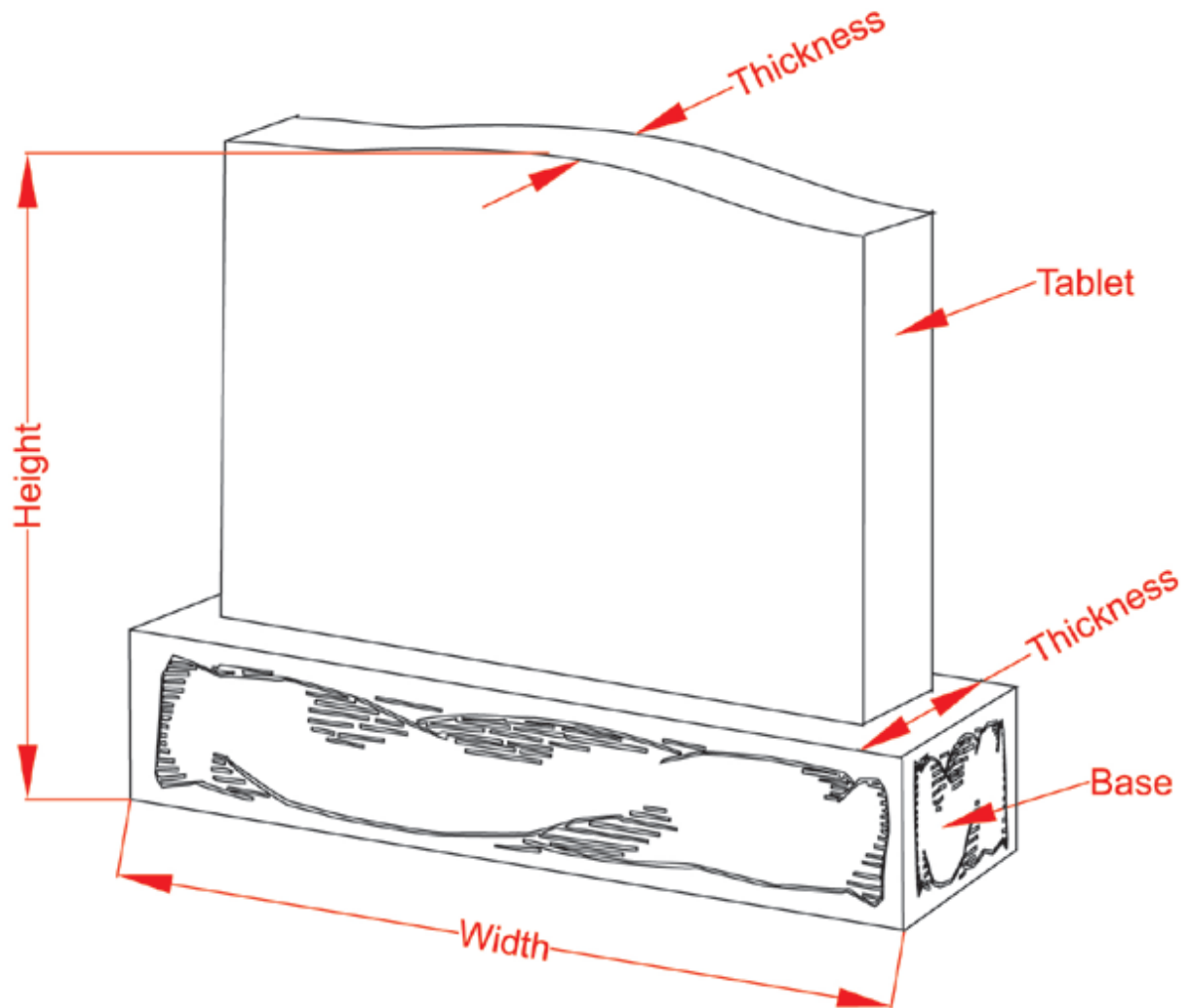
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MAYOR – Stephen Molnar

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TOWN CLERK - Michelle Smibert

## Schedule A: Monument Dimension Guide





**Schedule B: Flat Marker Dimension Guide**

