

THE CORPORATION OF LOYALIST TOWNSHIP

BY-LAW 2015-078

**A BY-LAW TO REGULATE THE OPERATION OF
TOWNSHIP CEMETERIES IN ACCORDANCE WITH THE
FUNERAL, BURIAL, AND CREMATION SERVICES ACT, 2002 (FBCSA);
CEMETERIES REGULATIONS UNIT; AND
THE MINISTRY OF GOVERNMENT AND CONSUMER SERVICES.**

WHEREAS the *Cemeteries Act*, R.S.O. 1990 was repealed and replaced by the *Funeral, Burial and Cremation Services Act, 2002 (FBCSA)*;

AND WHEREAS the *Funeral, Burial and Cremation Services Act, 2002 (FBCSA)* and *Ontario Regulation 30/11* authorizes the owner of a cemetery to make regulations for laying out and selling lots and managing the cemetery for regulating burials therein and otherwise generally respecting the use of the grounds and for the execution of conveyances of lots or plots in the cemetery;

AND WHEREAS it is necessary to update the rules and regulations for The Corporation of Loyalist Township to be compliant with the Act;

AND WHEREAS The Corporation of Loyalist Township is the owner of eight (8) cemeteries;

NOW THEREFORE the Council of The Corporation of Loyalist Township enacts as follows:

1. DEFINITIONS

Abandoned Cemeteries means abandoned cemeteries as declared by the Minister.

Burial means the opening and closing of an inground lot or plot for the disposition of human remains or cremated human remains.

Care and Maintenance Fund it is a requirement of the FBCSA that a percentage of the purchase price of all Interment Rights, and set amounts for marker and monument installations is contributed into the Care and Maintenance Fund. Interest earned from this fund is used to provide care and maintenance of plots, lots, markers and monuments at the Cemeteries.

Cemetery means the Cemeteries listed in Schedule "A".

Cemetery Services means in respect of a lot:

- a) Opening and closing of a grave;
- b) Interring or disinterring human remains;
- c) Construction of a foundation for a marker; and
- d) Setting of corner posts.

Cemetery Superintendent means the person(s)/firm appointed by the Corporation of Loyalist Township and under the direction of the Director of Administrative Services to coordinate cemetery services, including but not limited to, the sale of interment rights, keeping interment and sales records, arranging interments, preparing periodic reports as required, arranging monument repairs and installation and grounds keeping.

Cemetery Supplies means interment vaults, markers, flowers, liners, urns, shrubs, artificial wreaths and other articles intended to be placed in the cemetery.

Columbarium means an aboveground structure designed for the purpose of entombment of cremated human remains in sealed compartments.

Contract means for purposes of this by-law, all purchasers of interment rights must sign a contract with the cemetery, detailing obligations of both parties and acceptance of the cemetery by-laws.

Cornerstone means any stone or other land markers set flush with the surface of the ground and used to indicate the perimeter location of a lot or plot.

Director of Administrative Services means the person appointed by the Municipality responsible for cemeteries.

Funeral, Burial and Cremation Services Act, 2002 means the legislation hereinafter known as “**FBCSA**”.

Grave (Also known as **Lot**) means any inground burial space intended for the interment of a child, adult, or cremated human remains.

Human Remains means the remains of the deceased human being and includes a cremated human body.

Inter means the burial of human remains and includes the placing of human remains in a grave.

Interment Right(s) means the right(s) to require or direct the interment of human remains in a grave or lot and direct the associated memorialization.

Interment Rights Certificate means the document issued by the Municipality to the purchaser once the interment rights have been paid in full, identifying ownership of the interment rights.

Interment Rights Holder(s) means any person(s) designated to hold the right to inter human remains in a specified grave/lot.

Lot means for the purposes of this by-law a single grave space.

Marker means any permanent memorial structure that is set flush and level with the ground, and shall be used to mark the location of a burial lot.

Monument means any permanent memorial projecting above the ground installed within the designated space to mark the location of a burial or lot.

Monument Fund means the trust fund that is established from the erection of monuments, the interest of which is to be used for the care and maintenance of monuments and comprises part of the Care and Maintenance Trust Fund.

Niche means a compartment within a columbarium for the entombment of cremated human remains.

Perpetual Care Fund means the trust fund that is established for the care and maintenance of the cemetery and comprises part of the Care and Maintenance Trust Fund.

Personal Representative means an executor, an administrator or an administrator with will annexed.

Plot for the purposes of this by-law, means a parcel of land, sold as a single unit, containing multiple lots up to 8 graves.

Price List means the annually reviewed published price list of cemetery supplies and services of Loyalist Township.

Range means an area of the cemetery consisting of a section, plots and graves.

Registrar shall mean the Registrar appointed under the *Funeral, Burial and Cremation Services Act, 2002*.

Section means an area of a cemetery consisting of **Plots** and **Graves**.

Township or **Municipality** means the Corporation of Loyalist Township.

Trust Fund means a Trust Fund established for the purposes of the *Funeral, Burial and Cremation Services Act, 2002*.

Vault means the outer protective container or liner for a casket.

Winter means from the first day of November through to the last day of April the following year.

2. GENERAL INFORMATION

a) **General Conduct**

The Municipality reserves full control over the cemetery operations and management of land within the cemetery grounds.

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

All visitors should conduct themselves in a quiet and respectful manner that shall not disturb any service being held or other visitors.

b) **By Law Amendments**

The cemetery shall be governed by these by-laws, and all procedures will comply with the *FBCSA* and *Ontario Regulation 30/11*, which may be amended periodically.

All by-law amendments must be:

- i. Published once in a newspaper with general circulation in the locality in which the cemetery is located;
- ii. Conspicuously posted on a sign at the entrance of the cemetery; and
- iii. 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.

All by-laws and by-law amendments are subject to the approval of the Registrar, Cemeteries Regulation Unit, Ministry of Government and Consumer Services.

c) **Liability**

The Municipality 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, mausoleum crypt, 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.

d) **Public Register**

Provincial legislation – Section 110 of *Ontario Regulation 30/11* – requires all cemeteries to maintain a public register that is available to the public during regular office hours.

e) Pets or Other Animals

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

f) Right to Re-Survey

The Municipality 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.

g) Notice of Change of Address

Each Interment Rights Holder(s) shall notify the Municipality of any change of address. Notice sent to the Interment Rights Holder(s) at the last address according to the Municipality's record shall be deemed to have been received by him/her when in the ordinary course of post it would have reached him/her at the address in the Municipality's records.

3. SALE AND TRANSFER OF LOTS

a) Interment Rights (lots/plots) may only be sold by the Corporation of Loyalist Township. When Interment Rights are purchased, a contract shall be completed and signed by the purchaser or a legal representative of the deceased.

b) 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 this by-law. In accordance with this by-law, no burial 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. The purchase of interment rights is not a purchase of real estate or real property.

c) Payment for Interment Rights or cemetery supplies or services shall be made to the office of the Municipality.

d) All sales of Lots/Plots shall include cornerstones. A single lot or grave shall have two cornerstones. A plot containing two graves or more than two graves shall have four cornerstones. Cornerstones will be installed by Cemetery staff, season and weather permitting. The cost is incorporated into the total purchase of the plot as set out in the Price List.

e) The Municipality shall provide each rights (lot) owner at the time of sale with:

- i. Copy of the contract;
- ii. Copy of the Cemetery by-law(s);

- iii. Copy of the most current Price List;
 - iv. Copy of the Ministry Consumer Guide; and
 - v. Upon payment in full, after the 30 day cooling off period, an Interment Rights Certificate.
- f)** All prices for cemetery lots and services shall be as set out in the most recent published Price List. Prices for lots shall include the applicable portion for deposit to the Cemeteries' Care and Maintenance Fund.
- g)** As required by sections 166 and 168 of *Ontario 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 interments are cancelled within the 30 day cooling off period.
- h)** The amount contributed to the Monument Fund when a monument or marker is installed in the cemetery shall be as specified by sections 166 and 168 of *Ontario Regulation 30/11*.
- i)** Lots previously sold, for which provisions for maintenance of lots and markers has not been made, must be placed under this plan by the payment of the charges set forth in the current published Price List.
- j)** The Municipality prohibits the resale of Interment Rights by the Interment Rights Holder(s) to a third party. The Municipality will repurchase these rights upon the surrender of the Certificate of Interment Rights at the price listed on the current price list, less the amount paid into the Care & Maintenance Fund of the Cemetery.
- k)** The Municipality prohibits the resale of Interment Rights to a third party and is not required to repurchase unused Interment Rights in a plot if one of the Interment Rights in the plot has been exercised.
- l)** In the event of the death of the Interment Rights Holder, the Municipality shall, upon written application of the personal representative of the deceased Interment Rights Holder, and upon being presented with adequate evidence, record the successor of the Interment Rights as the new Interment Rights Holder.
- m)** Any person becoming the Interment Rights Holder by succession shall take the Interment Rights subject to all existing conditions and in particular, the rights of such successor Interment Rights Holder shall be subject to any written designation which the deceased Interment Rights Holder has made and filed with the Municipality during the

lifetime of such Interment Rights Holder.

- n)** In the event that Interment Rights are recorded in the names of more than one person, such persons shall be deemed to be joint tenants of the Interment Rights with full right of survivorship, with the intent that the interest of any such person shall, upon such person's death, pass automatically by operation of law to the other Interment Rights Holder or Holders.
- l)** Transfers or Assignments of Interment Rights are permitted if transfer of ownership is by will or bequest or other gift without consideration. If an Interment Rights Holder(s) wishes to transfer/assign their Interment Rights, notice must be given to the Municipality in writing in the designated form and the original Certificate of Interment Rights returned. The Interment Rights Holder(s) must endorse the Certificate transferring all rights, title and interest back to the Municipality.
- m)** Upon a written request from the Interment Rights Holder(s) together with the endorsed original Certificate of Interment Rights, any required documentation verifying ownership, and payment of the administrative fee, the Municipality will perform the transfer and issue a new Certificate of Interment Rights to the transferee.
- n)** No transfer of any Interment Rights shall confer any rights on the transferee until the transfer has been recorded by the Municipality and the name of the transferee entered into the records of the Cemetery as the new Interment Rights Holder.
- o)** In determining the status or authority of any person to act as a personal representative of a deceased Interment Rights Holder, or the right or claim of any person to be an Interment Rights Holder, or the authority of any other person to deal with or provide direction to the Municipality in respect of any matter relating to Interment Rights, a grave, lot, marker, monument or any other matter or thing to which these by-laws relate, the Municipality shall be entitled to require the production of certified or notarized copies of such wills, codicils, supporting affidavits, or other documents as the Municipality, in its sole discretion, deems to be necessary or advisable in the circumstances.
- p)** The Interment Rights Holder shall notify the Municipality of any change in mailing address.
- q)** If any lot is sold and has not been used after a twenty (20) year period, it may be considered abandoned if the owners cannot be found. The Municipality may apply to the Registrar for a declaration that the Interment Rights are abandoned after making inquiries and giving reasonable notices

to find the Interment Rights Holders or beneficiaries. Upon being satisfied that the rights are abandoned, the Registrar shall issue a declaration to that effect. If there is not an appeal by the end of the time period allowed for appeal, the Municipality may resell the lot in question.

- r) Any person whose Interment Rights have been resold after being declared abandoned may apply to the Registrar for redress. Upon receiving an application for redress, the Registrar shall order the Municipality to provide better or equivalent Interment Rights in that cemetery or to refund the amount that it would cost to purchase better or equivalent Interment Rights in the cemetery or, if no Interment Rights are available in the cemetery, in the closest cemetery appropriate to the religious or ethnic affinities of the person whose Interment Rights have been resold.

4. CANCELLATIONS OR RESALE

a) Cancellation of Interment Rights Within 30 Days

A purchaser has the right to cancel an Interment Rights contract within thirty (30) days of signing the interment contract, by providing written notice of the cancellation to the Municipality. The Municipality will refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation.

b) Cancellation of Interment Rights After 30 Day Cooling-Off Period

Upon receiving written notice from the purchaser of the Interment Rights, the Municipality 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. Cancellation charges will apply. If the Interment Rights Certificate has been issued to the Interment Rights Holder(s), the certificate must be returned to the Municipality 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.

c) Permitted Resale (to the Municipality)

If an Interment Rights Holder(s) wishes to re-sell or surrender the Interment Rights back to the Municipality, the Rights Holder(s) must make a written request to the Municipality. The Municipality will repurchase the Interment Right(s) at the price listed on the Municipality's current Price List less the Care & Maintenance Fund contribution made at the time of purchase. An administration charge shall apply.

The Interment Right(s) Holder requesting the resale of the rights must return the Interment Rights Certificate to the Municipality and the rights

holder(s) must endorse the Interment Rights Certificate, transferring all rights, title and interest back to the Municipality. The re-purchase and payment to the Rights Holder requesting the sale will be completed within 30 days of the request once any required verification of ownership is completed.

5. INTERMENTS

- a)** The Interment Rights Holder(s) must provide written authorization prior to a burial taking place. Should the Interment Rights Holder(s) be deceased, interment authorization must be provided in writing by the person(s) authorized to act on behalf of the Interment Rights Holder(s) i.e. Personal Representative, Estate Trustee(s), Executor(s), beneficiaries or heirs-at-law.
- b)** When Interment Rights in a lot or plot are held jointly by two or more persons, a completed Order for Interment shall be accepted from either or any of them or from their Personal Representative.
- b)** No interment shall take place without the prior provision of a Burial Permit issued by the Registrar General or equivalent document showing that the death has been registered with the province. A Certificate of Cremation must be submitted to the Municipality prior to the burial of cremated remains taking place. The following additional documents are required to exercise Interment Rights: Certificate of Interment Rights or Predecessor Easement; Order of Interment; and an Authorization Document, when the personal representative or heir(s)-at-law is exercising Interment Rights. If verification of Interment Rights is required, the Municipality is entitled to require such supporting documentation as certified copies of wills, codicils, supporting affidavits, or other documents deemed necessary to establish authority to authorize interment.
- c)** Payment must be made to the Municipality before a burial can take place. No burial shall be allowed in any lot against which there are unpaid charges, unless arrangements have been made with the Municipality.
- d)** In accordance with the FBCSA the purchaser of Interment Rights must enter into a cemetery contract, providing such information in the form of an Order for Interment as required by the Municipality for the completion of the contract and the public register prior to each burial of human remains. In each case of burial the required Order of Interment must provide the following information: name, late residence, age, place of birth, place of death, date of death, name of deceased's nearest relative or friend, date of interment, description of where interred, and the name of the funeral director.
- e)** The Municipality shall not be responsible for any error occurring from want of precise and proper instructions regarding the location of any burials; any

such erroneous instructions shall be the sole responsibility of the person or persons giving the same.

- f) The Director or Cemetery staff shall be given 48 hours notice of each interment to be made except under special circumstances.
- g) The opening and closing of graves may only be arranged by Cemetery staff or those designated by the Director to carry out work on behalf of the cemetery.
- h) Only one interment in any one grave shall be permitted, or four urns (cremated remains/ashes) may be buried above another interment or four urns (cremated remains/ashes) allowed in any one grave.
- i) Cremated remains are not permitted to be scattered on a grave.
- k) The setting up and removal of artificial grass, lowering devices, and other interment accessories at a grave site are the responsibility of the funeral director.
- l) All funeral flowers and containers are to be removed from the grave site within seven days or the same will be removed by the cemetery staff to protect the sod and maintain the tidy appearance of the cemetery.
- m) The interment fee includes the opening and closing of the grave.
- n) Winter interment shall mean all interments from the first day of November in any year to the last day of April of the following year, weather permitting.
- o) It is recommended that all casket interments use a grave liner or vault which is designed to provide support and stability for the gravesite after an interment has taken place. All such outer containers must be made of concrete or steel.
- p) Due to the increasing use of oversized outer containers, the Municipality shall not assume responsibility for any reduction of the number of grave openings that may be made in any plot.

6. **DISINTERMENT**

- a) Human remains may be disinterred from a lot provided that the written consent (authorization) of the Interment Rights Holder(s) has been received by the Municipality 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.

- b)** Any markers or monuments designating the location of an interment shall be removed at the time a disinterment is made.
- c)** The charges for disinterment shall be three times the normal interment fee, payable in advance.
- d)** In special circumstances the removal of human remains may also be ordered by certain public officials without the consent of the Interment Rights Holder(s) and/or next of kin.

7. CARE OF LOTS

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

- i. Re-leveling and sodding or seeding of lots
- ii. Maintenance of cemetery roads, sewers and water systems
- iii. Maintenance of perimeter walls and fences
- iv. Maintenance of cemetery landscaping
- v. Repairs and general upkeep of cemetery maintenance buildings and equipment

(No lot or grave shall be defined or enclosed by a fence, railing, coping, hedge, or any enclosure or markers, other than corner posts or grave markers.)

- a)** No person other than cemetery staff shall plant trees anywhere in the cemetery except with the approval of the Cemetery staff and in accordance with Municipal policy.

If any trees or shrubs currently situated on or near any lot become, by means of their roots, branches, in any way detrimental to the adjacent lots, drains, roads or walks, or prejudicial to the general appearance of the grounds or inconvenience to the public, the Director or Cemetery staff may direct the removal of such trees or shrubs or parts thereof.

- b)** No urns, hanging baskets or any other decorations or objects are permitted and shall be removed by the Director or Cemetery staff.
- c)** For safety reasons, no glass containers of any kind are allowed in the cemetery at any time.

- d) No person shall do any work upon a burial lot without the permission of the Director or Cemetery staff.
- e) No person other than Cemetery staff shall remove any sod or in any other way change the surface of the burial lot in the cemetery.
- f) Only annual flowers may be planted in the cemetery. The Municipality is not responsible for maintaining flowers nor any damage caused to flowers. Flower beds must be cleared by the Interment Rights Holder after the first frost of the autumn.
- g) Rubbish shall not be thrown on roads, walks, or any part of the cemetery grounds.
- h) No Interment Rights Holder shall change the grading of a lot and, in case of any such change, the Municipality may restore the lot to its original grade at the expense of the owner.
- i) No unauthorized person shall sod or move cornerstones or grave markers.
- j) The Municipality shall not be responsible for any damage to lots and structures or objects thereon, or for flowers or articles removed from any lot or grave.
- k) The Municipality reserves the right to regulate the articles placed on lots or plots that pose a threat to the safety of all Interment Rights Holders, visitors to the cemetery and Cemetery staff, prevents the cemetery from performing general cemetery operations, or are not in keeping with the respect or dignity of the cemetery. Prohibited articles will be removed and disposed of without notification. These include, but are not limited to, articles made of hazardous materials such as non-heat resistant glass, ceramics or corrosive metals; loose stones or sharp objects; trellises or arches; chairs or benches.

8. MARKERS AND MONUMENTS

- a) No monument or other structure will be delivered to the Cemetery without a Request for Installation/Addition Form containing the following:
 - i. Name, address and signature of the Interment Rights Holder(s) or their legal or personal representative;
 - ii. Instructions for the placement of the Monument or Marker;
 - iii. Inscription that will appear on the Monument or Marker;
 - iv. Dimensions of the Monument or Marker, including the dimensions of the base; and

- v. Description of the Monument or Marker including material, colour, design, proposed location.
- b)** When Interment Rights in a lot or plot are held jointly by two or more persons, a Request for Installation/Addition shall be accepted from either or any of them or from their Personal Representative.
- c)** Monument or Marker installation will be completed from May 1 to December 15, weather conditions permitting.
- d)** Those intending to install a Monument or marker in the Cemetery shall pay to the Municipality the appropriate amount as prescribed by the FBCSA prior to the installation of the Monument or marker. The interest earned from the Fund will be used to maintain the Monuments or Markers in a safe condition.
- d)** All markers and monuments of any kind erected in the cemetery shall be constructed of granite, marble and/or bronze; structures of any other kind of material must be approved by Cemetery staff.
- e)** Stones and monuments shall be free from visible defects with respect to endurance. No tablet, monument or other structure composed in whole or in part of wood or iron shall be erected.
- f)** No Monument or Marker or other structure shall be placed or permitted on a lot until any and all accrued charges have been paid in full.
- g)** Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered to be normal wear.
- h)** The Municipality 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 monument, marker, or other structure, or part thereof.
- i)** The Municipality reserves the right to determine the maximum size of monuments, their number and their location on each lot/plot. Monuments must not be of a size that would interfere with any future interments.
- j)** Cornerstones shall be made of granite and shall not exceed 6 inches by 6 inches with a minimum thickness of 4 inches. Stones will be inscribed with the surname or initials of the Interment Rights Holder on the upper surface, installed level with the ground, and marking the inside perimeter of the lot or plot. All stones will be installed under the supervision of Cemetery staff.
- k)** Only two cornerstones shall be permitted on a single grave and shall indicate the lower width of the lot or plot.

l) A plot containing two graves or more shall have four cornerstones which will indicate the length and width of the plot.

m) Sizes of flush markers permitted:

- i. single grave 24" x 18" maximum
- ii. double grave 44" x 18" maximum

All markers shall be of a uniform thickness not more than four (4) inches nor less than three (3) inches.

n) No more than one monument shall be erected on any one grave and this must be placed at the centre of the head end of a grave except where alignment with existing nearby monuments justifies another location as approved by Cemetery staff.

o) No monument/marker shall cover more than seventy-five per cent (75%) of the width of the lot on which it is erected.

p) Die thickness shall be a minimum of six (6) inches up to the total monument height of 36 inches. Over 36 inches will be one (1) inch per every foot, to a maximum die thickness of eight (8) inches.

q) No monument, footstone, marker or memorial of any description shall be placed, moved, altered, or removed without permission from Cemetery staff.

r) No monument shall be delivered to the cemetery for installation until the monument foundation has been completed, and the contractor is ready to proceed with the work of installation.

s) Any monument or other structure, or any inscription of a monument or structure upon any lot shall be in keeping with the dignity and decorum of the Cemetery. The Municipality 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. In case of dispute, owners have the right to appeal to the Loyalist Township Cemeteries Committee.

t) If in the opinion of the Municipality, a monument or marker presents a risk to public safety because it has become unstable, the cemetery operator shall do whatever it deems necessary by way of repairing, resetting, or laying down the monument or marker or any other remedy so as to remove the risk.

u) The Municipality reserves the right to remove any monument or marker found to be in contravention of this by-law.

9. MONUMENT AND MARKER DEALERS

- a) No Monument or Marker shall be delivered or installed at the cemetery without the submission to the Municipality office of the proper Request for Installation documentation, including the signature of the Interment Rights Holder(s) or their legal representative; and the dimensions and particulars of the required foundation.
- b) No Monument or marker will be delivered to the cemetery until the foundation is completed and the dealer ready to proceed with the work of placement.
- c) All upright monuments require a concrete foundation with a minimum depth of 48 inches below the surface of the ground and which shall be level on the top. The area of the foundation shall be as large in area as the base of the monument but the Municipality reserves the right to require a larger foundation if necessary.
- d) All foundations for monuments and markers shall be built at the expense of the Interment Rights Holder(s).
- e) All bases of monuments must be level on the bottom and the stonework next to the foundation shall have the surface squared, so as to allow full bearing upon the foundation and no building up or under pinning with spalls or chips will be allowed. The base shall have a rock edge and be a minimum of six (6) inches high.

10. CONDUCT WITHIN THE CEMETERY

- a) No picnic, party or alcoholic beverages shall be permitted in the cemetery. No person shall willfully destroy, mutilate, deface, write upon, injure, or remove any tomb, monument, gravestone, or any structure placed within the cemetery, or any fence, railing or other work for the protection of the cemetery, nor shall any person willfully destroy, cut, break, or injure any tree, shrub, or plant within the limits of the cemetery, or play at any game of sport, or discharge firearms (save at a military funeral) nor willfully or unlawfully disturb any person or persons assembled for the purpose of burying any body therein; nor shall any person commit any nuisance or behave in an unseemly manner in the cemetery; nor shall any person in any way violate, desecrate, or disfigure such cemetery, or any grave, tomb, tombstone, vault or other structure within the same.
- b) This cemetery by-law shall apply to all contractors and workmen and all work carried out by contractors or workmen within the cemetery grounds.

- c) All workers in any capacity within the cemetery whether as contractors, masons, stone-cutters, erectors, helpers, etc. are subject to the direction and control of the Cemetery Superintendent. Any worker or contractor who causes damage or injury within the cemetery shall be personally responsible for such damage or injury; and, in addition thereto, his/her employer shall be liable therefore.
- d) Contractors, masons, stone-cutters, erectors, etc. 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 injury. All work sites shall be left in a clean and orderly condition to the complete satisfaction of the Cemetery Superintendent.
- e) Contractors shall temporarily cease all operations if they are working within 100 metres of a funeral until the conclusion of the service. 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.
- f) When the roads in the cemetery are soft from spring thaws, rain or other cause, the Cemetery Superintendent or designate may restrict vehicular traffic.
- g) No parades other than funeral processions shall be admitted to or organized within the cemetery.
- h) No vehicle shall exceed a speed of 10 miles per hour (16 km.) nor shall any vehicle leave the roadways within the cemetery.
- i) Any enquiries or complaints by lot owners or visitors shall be made to the Cemetery Superintendent and not to the workmen or the groundskeeper.
- j) Any person disturbing the quiet and good order of the cemetery by noise or other improper conduct or who violates any provisions of these policies and procedures may be expelled from the cemetery.

11. **PRICE LIST**

Subject to the *FBCSA* and *Ontario Regulation 30/11*, the Municipality shall publish a Price List to regulate the fees and charges to be paid by persons purchasing Interment Rights or cemetery supplies or services. The Price List shall be reviewed annually.

12. PENALTY

Where a specific penalty is not provided for an offence under the FBCSA, every person who contravenes any provision of this by-law is guilty of an offence and is liable upon conviction, to a fine not exceeding five thousand (\$5,000.00) dollars, exclusive of costs, for each offence, recoverable under the *Provincial Offences Act*.

13. OTHER

- a) This by-law shall come into force and take effect upon the date of its passing.
- b) In the event of a conflict between the provisions of this by-law and any other by-law of the Municipality, the provisions of this by-law shall prevail.
- c) That By-law 2007-61 and any other by-laws or portions thereof conflicting with this by-law are hereby repealed.

ENACTED AND PASSED THIS ____ day of _____ 2015.

MAYOR

CLERK

Schedule 'A' to By-law 2015-078

Cemeteries

	Location
1. Glenwood	2052 Stella Forty Foot Con SS Pt Lot 1 RP 29R1317 Frontage 307.41 ft; 4.52 ac
2. Pentland	1652 Front Road Con NS Pt Lot 16 Frontage 169 ft; 1.29 ac
3. Old Lutheran Union	1506 Ham Road Con 2 Pt Lt 16,17 RP 29R 2048 Frontage 594.06 ft; 1.66 ac
4. Bell's	Con 3 Pt Lt 10 RP 29R 270 Pts 1-3 & Pt 2 Row Frontage 10.10 ft Depth 136.35 ft; 0.72 ac
5. Burleigh	Abandoned Family Plot located at 2090 Withers Road Con 3 Pt lot 7 RP 29R 1563 Pt 1
6. Switzerville	Abandoned located at 1911 Switzerville Road Con 6 Pt Lot 11
7. Bayview Pioneer	Abandoned Family Plot located at back of lot in wooded area Con 1 Pt Lot 34
8. Fourth Line United Church	Located on Highway 2 Con 4 Pt Lot 15-16 As in A1363 & A1364 Loyalist