



Municipality of  
**Dutton Dunwich**

By-Law No. 2022-56

**BEING A BY-LAW TO PROVIDE FOR THE OPERATION OF MUNICIPALLY OWNED CEMETERIES IN THE MUNICIPALITY OF DUTTON DUNWICH**

WHEREAS The Corporation of the Municipality of Dutton Dunwich owns, operates and maintains cemeteries in the Municipality of Dutton Dunwich;

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

AND WHEREAS the *Funeral, Burial and Cremation Services Act, 2002, S.O. 2004, c.33* and Ontario Regulation 30/11 provides that an owner of a cemetery may make By-laws governing rights, entitlements and restrictions with respect to interment and scattering rights in the said cemetery;

AND WHEREAS Section 11(2) of the *Municipal Act, 2001, S.O. 2001, c.25*, authorizes a lower-tier municipality to pass by-laws respecting, *inter alia*, public assets of the municipality acquired for the purpose of exercising its authority under the *Municipal Act, 2001* or any other Act;

AND WHEREAS pursuant to subsection 8(3) of the *Municipal Act, 2001*, a by-law enacted under Section 11 of the *Municipal Act, 2001* respecting a matter may regulate and prohibit respecting the matter, require persons to do things respecting the matter;

AND WHEREAS section 9 of the *Municipal Act, 2001* provides a municipality with the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the *Municipal Act, 2001* or any other Act;

AND WHEREAS sections 23.1, 23.2, 23.3 and 23.5 of the *Municipal Act, 2001*, authorize a municipality to delegate certain powers and duties, and impose certain restrictions upon such delegation;

AND WHEREAS section 442 of the *Municipal Act, 2001* provides that where a duty or liability is imposed by statute or agreement upon any person in favour of a municipality, or in favour of some or all of the residents of a municipality, the municipality may enforce it and obtain such relief and remedy as could be obtained in a proceeding by the Attorney General, in a relator proceeding by any person in the name of the Attorney General, or in a proceeding by the residents on their own behalf or on behalf of themselves and other residents;

AND WHEREAS section 445 of the *Municipal Act, 2001* provides that, where a municipality is satisfied that a contravention of a by-law has occurred, the municipality may make an order requiring the contravening person to do work to correct the contravention of the by-law;

AND WHEREAS section 446 of the *Municipal Act, 2001* provides that where a municipality has the authority to direct or require a person to do a matter or thing, the municipality may also provide that, in default of it being done by the person directed or required to do it, such matter or thing may be done at the person's expense and that the municipality may recover the cost of doing such thing or matter by action or by adding the costs to the tax roll and collecting them in the same manner as property taxes;

AND WHEREAS the Council of the Corporation of the Municipality of Dutton Dunwich deems it desirable to enact a By-law to regulate the operation of the municipally owned cemeteries in the Municipality of Dutton Dunwich;

NOW THEREFORE the Council of the Corporation of the Municipality of Dutton Dunwich enacts as follows:

**A) ADMINISTRATION**

1. The rules and regulations that govern the Cemeteries have been approved by the Registrar, *Funeral, Burial and Cremation Services Act, 2002* (FBCSA), and the Bereavement Authority of Ontario.
2. The business and affairs of the Cemeteries shall be managed and supervised by the Cemetery Manager.
3. The Council of the Corporation of the Municipality of Dutton Dunwich 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 Cemeteries, subject to approval of the appropriate authorities.
4. The Cemetery Manager shall be responsible for the administration, management, care, maintenance and improvement of the Cemeteries.
5. The Cemetery Manager shall be responsible to Council for the execution of his/her duties.
6. The Cemetery Manager shall have the authority to engage and authorize caretakers, employees or other agents to carry out the duties of the Cemetery Manager.

**B) DELEGATION**

7. The Cemetery Manager shall be responsible for the administration and enforcement of this By-law.
8. The Cemetery Manager shall:
  - a. operate and manage Cemeteries in a manner to ensure compliance with provincial legislative requirements for the operation of cemeteries, including but not limited to:
    - (i) repurchasing interment rights sold as required by the Act;
    - (ii) completing and submitting any required filings and documentations on behalf of the Municipality to satisfy approval and filing requirements under the Act;
  - b. carry out Cemetery Services as prescribed in this By-law;
  - c. engage in the sale of Lots, including entering into Contracts with, or providing consents or Certificates of Interment Rights to, purchasers of lots or other Cemetery Services;
  - d. administer and invest any Care and Maintenance Funds established pursuant to the Act and this By-law in such manner as may be directed by Council; and
  - e. execute Agreements with Funeral Homes or other service providers to authorize appointments for staff to act as agents of the cemetery.
9. The Cemetery Manager may:
  - a. appoint designated areas, including Scattering Grounds, within a Cemetery;
  - b. designate areas within a Cemetery from which the public is to be excluded;
  - c. make regulations and impose conditions upon which a designated area shall be used; and
  - d. make regulations and impose conditions for the orderly use of a Cemetery.

10. Pursuant to Section 23.2(4) of the *Municipal Act, 2001*, Council states that it is of the opinion that the powers being delegated to the Cemetery Manager by this By-law are of a minor nature. In determining whether or not the said powers are of a minor nature, Council, in addition to other factors considered by it, has had regard to the number of people, the size of the geographic area and the time period affected by the Cemetery Manager's exercise of the delegated powers.

These by-laws are the rules and regulations that govern the Fairview Cemetery, Black's Cemetery and McKillop Cemetery and have been approved by the Registrar, Funeral, Burial and Cremation Services Act, 2002 (FBCSA), and Bereavement Authority of Ontario (BAO).

### **C) DEFINITIONS**

11. In this By-law:
  - a. **Act**: means the the *Funeral, Burial and Cremation Services Act, 2002*, S.O. 2002, c.33 and all amendments thereto together with all Regulations prescribed thereunder.
  - b. **Black's Cemetery**: means the Cemetery located as Lot 9 Concession 7, Township of Dunwich, Municipality of Dutton Dunwich, County of Elgin, municipally known as 28788 Talbot Line.
  - c. **Burial/Interment**: the opening of a lot and then the placing of dead human remains or cremated human in that lot, followed by closing the lot. The lot may be a grave in the ground, a crypt in a mausoleum or a niche in a columbarium.
  - d. **By-laws**: means the rules and regulations under which the Cemetery operates.
  - e. **Care and Maintenance Fund**: means a trust fund established pursuant to the provisions of the Act, into which monies received from the Interment Rights Holder for care and maintenance of the Cemetery, including lots, plots, markers, monuments, memorials and structure are paid.
  - f. **Caretaker**: means the person(s) who maintains the cemetery grounds; opens and closes the graves; and represents the Municipality for all interments.
  - g. **Cemetery(ies)**: means each and every municipal cemetery located within the Municipality of Dutton Dunwich, including Fairview Cemetery and Black's Cemetery and any other municipal cemetery, and also including those inactive or abandoned cemeteries of which the Municipality is the registered owner.
  - h. **Cemetery Manager**: means the Chief Administrative Officer or his/her designate appointed to oversee the Operations of the Cemeteries.
  - i. **Cemetery Operator**: means the Corporation of the Municipality of Dutton Dunwich who is the owner of the Cemeteries.
  - j. **Cemetery Price List**: means a list of the rates for the supplies and services of the Cemeteries as established by the Municipality.
  - k. **Cemetery Services**: means services provided for the interment or disinterment of human remains at a Cemetery and any other services arising therefrom or incidental thereto, as well as the preparation of Flower Beds and planning on a Lot.
  - l. **Columbarium**: a room or building with niches for urns of cremated human remains to be stored.
  - m. **Contract**: For the purposes of this by-law means the agreement that is requirement 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.

- n. **Corner-Posts**: means any stone or other land markers set flush with the surface of the ground, and used to indicate the location of a Burial Lot.
- o. **Cremation Lot**: means any burial space intended to receive Cremated Remains, and having a minimum size of 60.96 cm (2 ft) by 60.96 cm (2 ft).
- p. **Cremated Remains**: means the residue after cremation of the body and of the casket or container in which it was received.
- q. **Crypt**: means an individual compartment in a mausoleum for the entombment of human remains.
- a. **Delegated Administrative Authority (DAA)**: means the Bereavement Authority of Ontario (BAO).
- r. **Disinterment**: means the removal of a concrete vault and/or casket or cremated remains from a closed grave.
- s. **Fairview Cemetery**: means the Cemetery located at Part of Lot 13, Con 5 South of A in the Municipality of Dutton Dunwich, in the County of Elgin, municipally known as 10764 Currie Road.
- t. **Flower Bed**: means that portion of a Lot upon which natural or artificial floral tributes, trees, shrubs, vegetation or arrangements, are placed with the intention of improving the appearance of same.
- u. **Grave**: (also known as a lot) means any inground burial space intended for the interment of a child, adult or cremated human remains.
- v. **Human Remains**: means a dead human body or the remains of a cremated human body.
- w. **Interment Right**: means the right to require or direct the interment or inurnment of human remains in a grave, lot or crypt and direct the associated memorialization.
- x. **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.
- y. **Interment Rights Holder**: means the person who holds the interment rights to inter human remains with respect to a Lot whether the person is 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.
- z. **Lot**: for the purposes of this by-law means an area of land in a Cemetery containing, or set aside to contain, human remains.
- aa. **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.
- bb. **McKillop Cemetery**: means the Cemetery located at W Part of Lot 16, Concession 7 in the Municipality of Dutton Dunwich, in the County of Elgin, municipally known as 30490 Talbot Line.
- cc. **Monument**: means any permanent memorial projecting above the ground installed within the designated space to mark the location of a burial or lot.
- dd. **Municipality**: means the Corporation of the Municipality of Dutton Dunwich.

- ee. **Plan:** means the plan of the Cemetery, approved by the Registrar, Bereavement Authority of Ontario.
- ff. **Plot:** For the purpose of this by-law means a parcel of land, sold as a single unit, containing multiple lots.
- gg. **Public Register:** means the register that is required to be made available to the public and contains the information as prescribed under the Act, Ontario Regulation 30/11.
- hh. **Registrar:** means the Registrar appointed under the Act.
- ii. **Regular Interment:** means the interment of human remains which have not been cremated.
- jj. **Regulations:** means the regulations made pursuant to the *Funeral, Burial and Cremation Services Act, 2002*.
- kk. **Transferee:** means a person wherein the interment rights with respect to a lot(s) have been either transferred or resold to such person.
- ll. **Urn:** means any container used to hold cremated human remains.

**D) GENERAL INFORMATION**

12. Hours of Operation

- a. Normal hours of operation, excluding burial, are Monday to Friday between 8:30 a.m. and 4:30 p.m.
- b. Municipality office hours are Monday to Friday between 8:30 a.m. and 4:30 p.m.
- c. Visiting hours are Monday to Sunday between 7:00 a.m. and 9:00 p.m.

13. General Conduct

- a. The Cemetery Operator/Municipality reserves full control over Cemetery operations and management of land within the cemetery grounds.  
  
See Section O of this By-law for Rules for Visitors
- b. The Cemetery Operator is committed to protecting the privacy of its Interment Rights Holders. The Municipality collects, uses, and discloses personal information as required by governing federal and provincial legislation. The Municipality does 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.
- c. The Cemetery Operator reserves the right, at its cost, to correct any error that may be made by it in making interments, in the description of the Lot, or the transfer or conveyance of any Interment Rights. The Cemetery Operator may, at its sole discretion, 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. In the event that 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.

14. By-law

- a. The Cemetery Operator shall be governed by this by-law, and all procedures will comply with the *Funeral Burial and Cremation Services Act, 2002* and Ontario Regulation 30/11, 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.

b. All by-law amendments must be:

- (i) Published once in a newspaper with general circulation in the locality in which the Cemeteries are located;
- (ii) Conspicuously posted on a sign at the entrance of the Cemeteries; and
- (iii) Delivered to each supplier of markers who has delivered a marker to the Cemeteries during the previous year, if the by-law or by-law amendment pertains to markers or their installations.

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

15. Liability

- a. 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, niche, 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 Operator.
- b. The Cemetery Operator shall not be responsible for replanting or replacing Flower Beds in the event of their destruction or damage to any plants, shrubs or trees from causes other than negligence on the part of the Cemetery Operator. Its liability, if any, shall be fully satisfied by a reasonable effort to correct the same.

16. Notice

All notices required to be given to Interment Rights Holders may be given personally to the Interment Rights Holder or, 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.

17. Public Register

A public register will be maintained and made available to the public during regular office hours.

18. Pets or Other Animals

Only human remains shall be interred in the Cemeteries and in no case shall the bodies of any other type of animal, including pets or cremated animal remains, be allowed to be buried or placed on cemetery grounds.

19. Rights 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.

## **E) FINANCIAL**

- 20. All fees and charges shall be payable in accordance with the Municipality's Fees and Tariffs By-law which shall be set by Council upon recommendation of the Cemetery Manager, who will forward same to the Cemetery Operator.
- 21. Payments for all fees and charges shall be made to the Cemetery Manager, who will forward same to the Cemetery Operator.

22. All revenue and other monies belonging or pertaining to the Cemeteries shall be received by the Treasurer of the Municipality.
23. 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 Cemeteries. Contributions to the Care and Maintenance Fund are not refundable except when Interment Rights are cancelled within the thirty (30) day cooling off period.
24. The Treasurer of the Municipality 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.
25. The Treasurer of the Municipality shall maintain, invest, and administer the Care and Maintenance Fund in accordance with the provisions of the Act and the regulations made thereunder.
26. 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.

**F) SALE OF INTERMENT RIGHTS**

27. The sale of Lots shall be regulated by the applicable provisions of the Act, this By-law (including all applicable Schedules hereto) and the Contract respecting the Lot.
28. A person requesting to purchase interment rights at a Cemetery shall enter into a Contract with the Cemetery Operator. A person entering into a contract shall:
  - a. complete and submit the applicable form(s) as required by the Cemetery Operator;
  - b. submit the fee as set out in the Municipality's Fees and Tariffs By-law; and,
  - c. provide all documentation required under the Act and this By-law.
29. All prices for Cemetery Lots and Services shall be at the applicable rates established by the Municipality's Fees and Tariffs By-law. Prices for Lot(s) shall include the applicable portion for deposit to the Cemetery's Care and Maintenance Fund.
30. No Certificate of Interment Rights shall be issued to a purchaser named on a Contract until all costs associated with the purchase are paid in full. An Interment Rights Certificate will be issued to the Interment Rights Holder(s) when payment has been made in full.
31. Lots for burial purposes shall be sold according to the existing plan of the Cemeteries and according to future plans as new sections are opened in accordance with the fees and charges provided in the Municipality's Fees and Tariff's By-law.
32. Plots shall be sold in sequence of designated rows until each row is completed unless otherwise authorized by the Cemetery Operator.
33. 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.
34. The purchase of Interment Rights is not a purchase of Real Estate or real property.

35. All Interment Rights and Cemetery Services shall be paid in full at the time of purchase or service.
36. The monies received for Interment Rights shall be held by the Treasurer of the Municipality for a period of thirty (30) days as prescribed by the Act.
37. The Cemetery Operator shall after the thirtieth (30<sup>th</sup>) day but before sixty (60) days, transfer the monies received for Interment Rights into the Cemetery Care and Maintenance Fund and Operating Fund.
38. The Cemetery Operator shall provide each Interment Rights Holder at the time of sale with:
  - a. a copy of the Certificate of Interment Rights;
  - b. a copy of the Contract; and
  - c. a copy of the Cemeteries By-law.
39. 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.
40. The Certificate of Interment Rights 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. Only one Certificate of Interment Rights can be issued at any one time for a Lot.
41. The purchaser of Interment Rights shall be provided with a Contract, at the time the Contract is made.
42. The Cemetery Operator shall not reserve Lots for future purchase.
43. The Interment Rights Holder shall notify the Cemetery Operator of any changes in their mailing address.
44. Payments for Interment Rights shall be made at the Municipality of Dutton Dunwich Office.

**G) TRANSFER OF INTERMENT RIGHTS**

45. The transfer of Interment Rights shall be regulated by the applicable provisions of the Act, this By-law (including all applicable Schedules hereto) and the Contract respecting the Lot.
46. For the purposes of this By-law, "Transfer" means a gift, a bequest, or devolution under a will but not a resale of Interment Rights. The Cemetery Operator 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.
47. No transfer of Interment Rights under a Contract shall be effective until the consent of the Cemetery Operator has been obtained. Such consent shall not be unreasonably withheld.
48. A person wishing to transfer his/her Interment Rights shall apply for the Cemetery Operator's consent to such transfer by providing the Cemetery Manager with:
  - a. the original Certificate of Interment Rights as issued to the owner of the Interment Rights or an affidavit in the form prescribed by the Cemetery Operator; and
  - b. payment of the transfer fee as set out in the Municipality's Fees and Tariffs By-law.



49. To ensure the correctness of records of ownership and interments, no transfer of any Lot or Interment Right shall be binding upon the Cemetery Operator until particulars as may be necessary for proper identification is completed and given to the Cemetery Manager. Upon receipt of the documentation and payment of a fee, the transfer shall be made and a new Certificate of Interment Rights issued to the transferee along with a copy of the Cemeteries By-law.
50. No transfer shall be made until all arrears due for care and maintenance have been paid on Lots sold prior to January 1, 1955.
51. Further, where there is no record of date of purchase or record that care and maintenance has been paid, a fee, as determined by the Cemetery Price List, will be charged on Lots sold prior to January 1, 2016. All arrears due for care and maintenance must be paid before the Cemetery Operator will complete any transfer.
52. In the case of a transfer, the Caretaker must confirm that all Lots transferred are usable prior to an interment taking place.

#### **H) REPURCHASE OF INTERMENT RIGHTS**

53. In accordance with the *Funeral, Burial and Cremation Services Act, 2002*, the Cemetery Operator is not required to re-purchase the Interment Rights.
54. 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.
55. The Interment Rights Holder(s) intending to sell their rights shall provide the following documents to the Cemetery Operator so that the Cemetery Operator can confirm the ownership of the rights and provide the third party purchaser with the required certificate and other required information:
  - a. an Interment Rights Certificate endorsed by the current Interment Rights Holder;
  - b. a written statement of the number of Lots that have been used in the Plot and the number of Lots that remain available; and
  - c. any other documentation in the possession of the Interment Rights Holder(s) relating to the rights.
56. The third party purchaser will be provided with the following documents by the Cemetery Operator:
  - a. an Interment Rights Certificate endorsed by the current Interment Rights Holder;
  - b. a copy of the current Cemeteries By-laws;
  - c. a copy of the current Cemetery Price List;
  - d. a written statement of the number of Lots that have been used in a Plot and the number of Lots that remain available; and
  - e. any other documentation in the possession of the Interment Rights Holder(s) relating to the rights.
57. The Cemetery Operator will require:
  - a. the following Resale Endorsements completed and signed:
    - (i) Rights Holder(s) Endorsement of Resale;
    - (ii) Acknowledgement of Transferee(s); and

- (iii) Cemetery Operator Acknowledgement and Acceptance of the Resale.
  - b. 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; and
  - c. a statement of any money owing to the Cemetery Operator in respect to the Interment Rights.
58. Once the endorsed Interment Rights Certificate and all required information have been received by the Cemetery Operator from the Interment Rights Holder(s), the Cemetery Operator will issue a new Interment Rights Certificate to the third party purchaser.
59. Upon being issued a new Interment Rights Certificate, the third party purchaser or transferee(s) shall be considered the current Interment Rights Holder(s) of the interment, and the resale or transfer of the Interment Rights shall be considered final in accordance with the Cemeteries By-laws and the Act.
60. The Cemetery Operator may charge an administration fee for the resale or transfer of Interments Rights.
61. All arrears due for care and maintenance must be paid on Lots sold prior to January 1, 1955 before the Cemetery Operator will endorse the resale to a third party. The fee for care and maintenance of these Lots is determined by the Cemetery Price List.
62. Further, where there is no record of date of purchase or record that care and maintenance has been paid, a fee, as determined by the Cemetery Price List, will be charged on Lots sold prior to January 1, 2016. All arrears due for care and maintenance must be paid before the Cemetery Operator will endorse the resale to a third party.

**I) CANCELLATION OF INTERMENT RIGHTS**

63. A person may cancel his Contract for interment rights within thirty (30) days of purchase only if:
- a. the interment right has not been exercised; and
  - b. all the requirements of the Act and this By-law are otherwise in compliance.
64. Provided the requirements in the section above are met, a person who wishes to cancel his Contract for 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 Act 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.
65. A person who wishes to cancel his Contract for Interment Rights shall return to the Cemetery Operator the original Certificate of Interment Rights as issued by the Cemetery Manager.
66. Upon receipt of all the documentation required in this By-law, the Cemetery Manager shall cancel the interment rights of the Interment Rights Holder in accordance with the Act and this By-law and repurchase the rights at the current market rate, less care and maintenance fees.
67. Upon payment to the applicant by the Cemetery Manager of the amount prescribed by the Municipality's Fees and Tariffs By-law for the cancellation of the Interment Rights,

- a. the Contract as executed for the purchase of interment rights shall be terminated, and shall be null and void; and
  - b. the Interment Rights Holder ceases to be the owner of the Lot and both the Interment Rights Holder and the person cancelling the interment rights shall have no further rights of interment or conducting any other Cemetery Services on the Lot.
68. 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 Rights shall be in accordance with the requirements of this By-law and the Act.
69. 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.
70. The Cemetery Manager, after receiving such a request, shall respond to the Interment Rights Holder within thirty (30) days after receiving the request.
71. The Cemetery Operator will not repurchase the Interment Rights from the Interment 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 Operator's current Cemetery Price List amount for Interment Rights.
72. 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 Interment Rights Holder removes such Monument/ Marker at their own expense prior to the repurchase.
73. If any lot is sold, and has not been used after a twenty (20) year period, it may be considered abandoned. The Cemetery Manager 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 receiving a declaration from the Registrar that the rights are abandoned and if there is not an appeal by the end of the time period allowed for appeal, the Cemetery Manager may resell the abandoned lot.
74. Any person whose Interment Rights have been resold after being declared abandoned, may apply to the Registrar for redress in accordance with the Act.

**J) INTERMENTS AND DISINTERMENTS**

75. No burials shall take place between December 15<sup>th</sup> and April 15<sup>th</sup>, unless:
- a. access to the area is not impeded by site conditions;
  - b. working conditions and public access for interment services are safe; and
  - c. the Interment Rights Holder, or agent, agrees to and pays the additional fees for winter burial, as set out in the Cemetery Price List.
76. 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.
77. Interments shall be limited to two (2) per each lot except:

- a. in areas permitted by the Cemetery Manager for double depth burial in which case, the first interment must be made at the lower level;
  - b. full burial interment with cremated remains or two cremated remains (still it is a maximum of two (2) persons per lot)
  - c. a 24" x 12" infant container may be buried at the head end of a single grave in which a casket containing human remains has been buried, provided space is available.
78. The Cemetery recommends that cement liners are used for all burials.
  79. Lot openings and closings shall be performed by the Cemetery Operator upon request from the Interment Rights Holder or the legally authorized representative of an Interment Rights Holder.
  80. The Caretaker, his/her assistant, a Municipality employee or a contractor hired by the Municipality shall be in attendance at all interments and scatterings.
  81. A burial permit issued by the Division Registrar, showing that the death has been registered, and the fee for the opening of the lot, according to the fee found in the Cemetery Price List, must be deposited with the Cemetery Manager before interment can take place. No interment or disinterment shall take place unless all applicable interment charges and fees are paid.
  82. In case of a cremation interment or inurement, the cremation certificate and the prescribed fee for this service according to the Cemetery Price List must be deposited with the Cemetery Manager.
  83. Persons requesting interments in lots, or plots, shall be held responsible for charges incurred.
  84. When interment rights in a lot/plot are held jointly by two (2) or more persons, an order will be accepted from either, or any of them, or their legally authorized representatives, for interment in such parts of the lot/plot as may be requested.
  85. The opening and closing of Graves may only be conducted by the Caretaker or those designated by the Cemetery Manager to do such work on behalf of the Cemetery Operator.
  86. No person shall remove human remains, except cremated remains, from a cemetery unless a certificate of a Medical Officer of Health and the Interment Rights Holder confirm that the *Funeral, Burial and Cremation Services Act, 2002* and the regulations have been complied with, is affixed to the container.
  87. The Cemetery Manager will exercise all due care in making burials and interments, but is not responsible for damage to any casket, urn or other container sustained during burials, interments and disinterments.
  88. No interment shall be permitted in any lot where the burial rights have not been paid in full.
  89. Funeral corteges within the cemetery shall follow the route indicated by the Caretaker.
  90. The Cemetery Manager reserves the rights, at its cost, to correct any error that may be made by it in making interments, in the description of the lot or the transfer or conveyance of any Interment Rights. The Cemetery Manager may either cancel such grant and substitute other Interment Rights, or lot of equal value and similar location, as far as 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(s) or their legal representatives, at their last appearing address in the Cemetery records. In the event any such error may involve the

disinterment of remains, Cemetery Manager shall first obtain the approval of any regulatory authority, and the Interment Rights Holder.

91. The Cemetery Manager shall not be held responsible for any errors made for any funeral arrangements made verbally or over the telephone. Verbal or telephone orders for interments shall be accompanied by an order in writing. It is the person requesting the interments responsibility to accompany the verbal or telephone request with an order in writing.
92. Notice of each interment shall be given to the Cemetery Manager no less than forty-eight (48) hours prior to the intended date of interment, 8 hours of which must be regular working hours. The Cemetery Manager shall not be held responsible for having lots prepared for funerals unless such notice is given.
93. A person requesting to disinter human remains shall arrange with the Cemetery Manager for such disinterment no less than three (3) weeks prior to the intended date of disinterment.
94. Failure to provide adequate notice may be subject to additional fees at the rate prescribed by the Municipality's Fees and Tariffs By-law.
95. All fees are as prescribed in the Municipality's Fees & Tariffs By-law.
96. Cremated remains are not permitted to be scattered on a Grave and there are no Scattering Grounds designated at Fairview Cemetery.
97. 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 Manager or Caretaker prior to a burial taking place. A Certificate of Cremation must be submitted to the Cemetery Manager or Caretaker prior to the burial or inurnment of cremated remains taking place.
98. The Cemetery Operator, Cemetery Manager or Caretaker may temporarily relocate a Monument, Marker or any decoration so that cemetery operations involving the opening and closing of an in-ground Lot may be performed.
99. The opening of an in-ground Lot for interment may necessitate the temporary mounding of earth on adjacent Lots. The Cemetery Operator may, in its sole discretion, determine the location of the temporary mound and will make reasonable efforts to restore adjacent Lots to their original condition as soon as possible following the closing of the Lot.
100. The Cemetery Manager may refuse a disposition if:
  - a. the interment or disinterment violates any applicable legislation, this By-law or the Contact for the applicable Lot;
  - b. the required documentation and applicable fees are not submitted;
  - c. insufficient resources are available for the disposition to take place at the requested time and place; or
  - d. the Local Medical Officer of Health or the Interment Rights Holder or his/her legally authorized representative refuses to, or does not, provide consent.

**K) CARE OF GRAVES AND CEMETERY GROUNDS**

101. Income from the Care and Maintenance Fund shall be expended to maintain, secure and preserve the Cemeteries grounds. Services that can be provided through this fund include:
  - a. re-levelling and sodding or seeding of lots or scatterings grounds;
  - b. maintenance of cemetery roads, sewers and water systems;
  - c. maintenance of perimeter walls and fences;

- d. maintenance of Cemetery landscaping;
  - e. maintenance of Crypts; and
  - f. repairs and general upkeep of Cemetery maintenance buildings and equipment.
102. The Cemetery Operator reserves the right to regulate the articles placed on Lots or Plots that:
- a. pose a threat to the safety of all Interment Rights Holders, visitors to the Cemeteries, Caretaker or his/her assistance or those designated to do work on behalf of the Cemetery Operator;
  - b. prevents the Cemetery Operator from performing general cemetery operations; or
  - c. are not in keeping with the respect and dignity of the Cemetery.

Prohibited articles will be removed and disposed of without notification at the expense of the Interment Rights Holder.

103. No person other than Municipal staff shall remove any sod or in any other way change the surface of the burial lot in the Cemeteries.
104. No person shall plant trees, Flower Beds or shrubs in the Cemeteries except with the prior approval of the Cemetery Manager.
105. Flowers placed on a grave for a funeral may be removed by the Caretaker or Municipality employee after 7 days to protect the sod and maintain the tidy appearance of the Cemetery.
106. All Lots and Plots shall be maintained and kept properly graded, sodded and mown by the Caretaker or his/her assistant.
107. Trees or shrubs (dwarf or ornamental type) are allowed on Lots and Plots when planted on the monument line under the direction of the Cemetery Manager provided that the shrubs/trees, or other plantings are maintained. The height of such shrubs/trees shall at no time exceed 0.91 metres (3 feet) above adjacent ground level. If the planted shrubs/trees are not well maintained, the Caretaker or his/her assistant has the authority to remove any such neglected shrubs and trees.
108. The diameter of such shrubs and/or ornamental trees at their widest point, including foliage shall at no time obstruct adjacent Lots.
109. 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 Caretaker or his/her assistant may remove such trees or shrubs or parts thereof.
110. No unauthorized person shall cut any sod or move corner post or grave markers in the Cemeteries.
111. No Person other than the Caretaker or his/her assistant shall remove any sod or in any other way change the surface of the burial Lot in the Cemeteries. In the event of any such change, the Cemetery Operator may restore the Lot to its original grade at the expense of the Interment Rights Holder.
112. 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 Cemetery Operator shall not be responsible for such borders installed or for damage to such borders by lawn mowing or trimming equipment.

113. Nails, wires, wooded crosses, glass, or pottery containers/articles, or any other material that creates a hazard to workers and to visitors when neglected or broken are not permitted in the Cemeteries.
114. Candles, incense, and other flammable articles are not permitted in the Cemeteries.
115. The Cemetery Operator shall not be responsible for loss or damage to any articles left upon any Lot or Plot.
116. 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, or other yard waste.
117. The Cemetery Operator reserves the right to remove all Flower Beds or part of Flower Beds, including flowers, potted plants, wreaths and baskets of flowers when they become withered or unsightly, or for any other reasons such removals are in the best interest of the Cemetery.
118. Flower Beds are permitted in front of upright Monuments and Markers located at the head of Lots, but must not exceed 12 inches distance from the Monument/Marker base. Flower 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 Manager. Planting of borders around Lots is prohibited.
119. Flower Beds or shrubs are prohibited on Lots designated for flat Markers (memorial lots/urn garden).
120. In the event that a Flower Bed located on a Lot impedes a regular interment, the Caretaker or his/her assistant may need to remove such Flower Bed. It is the responsibility of the Lot owner to replace such Flower Bed if desired.
121. Any shrubs or flowers not attended to by June 1<sup>st</sup> of each year may be cleaned up/removed by the Caretaker or his/her assistant. All annual flowers must be removed or cleaned up and flower vases must be removed or turned down by October 15<sup>th</sup> of each year.
122. No glass containers shall be used for flowers.
123. Artificial flowers, artificial wreaths without glass covers, and potted plants, are permitted to be placed on a Lot after November 15<sup>th</sup> of each year. Artificial wreaths must be securely fastened to the Monument, or where there is no Monument, mounted on a stand of at least 30 inches high, securely anchored to the ground.
124. To preserve the proper appearance of the grounds, artificial wreaths, flower arrangements and potted plants placed on a Lot must be removed before April 1<sup>st</sup> of each year otherwise the Caretaker or his/her assistant will remove and dispose of them.
125. Where the Cemetery Manager is satisfied that there has been a contravention of this By-law, the Cemetery Manager may make an order requiring the Holder of the Interment Rights of the Lot and any other persons responsible for the contravention to do such work as may be necessary to correct the contravention.
126. An order under this By-law shall set out:
  - a. reasonable particulars of the contravention adequate to identify the contravention and the location of the land on which the contravention occurred; and
  - b. the work to be done and the date by which the work must be done.

127. An order under this By-law may require work to be done even though the facts which constitute the contravention of this By-law were present before this By-law came into force.
128. In default of any work directed or required by the Cemetery Manager under this By-law being done by the person directed or required to do it, the work shall be done at the person's expense.
129. The Municipality may recover the costs of doing any work under this By-law by action or by adding the costs to the tax roll and collecting them in the same manner as property taxes.
130. The costs of doing any work under this By-law shall include interest calculated at a rate of 15 per cent, calculated for the period commencing on the day the Municipality incurs the costs and ending on the day the costs, including the interest, are paid in full.

**L) COLUMBARIUM BY-LAWS**

131. Only the Cemetery Operator may open and seal niches for interments. This applies to the inside sealer and the niche front.
132. To ensure quality control, desired uniformity and standard workmanship, the cemetery reserves the right to inscribe all niche fronts or install all lettering, vases, adornments, or any other approved attachment.
133. No person other than cemetery staff shall remove or alter niche fronts.

**M) MONUMENTS AND MARKERS**

134. No person but the Cemetery Manager or a contractor authorized by the Cemetery Manager may:
  - a. install or direct or cause the installation of a Marker or Monument on a Lot; or
  - b. prepare or direct or cause the preparation of, foundations for a Marker or Monument on a Lot.
135. All Monuments shall be constructed of bronze or natural stone (i.e. granite).
136. No Marker, Monument, memorial or other structure shall be placed, erected or permitted on a lot unless the location, design, plans and specifications of the Marker or Monument meet the approval of the Cemetery Manager and all outstanding accrued charges on the Lot have been paid in full.
137. No monument, footstone, marker or memorial of any description shall be placed, moved, altered or removed without permission from the Cemetery Manager.
138. Should any monument or marker present a risk to public safety because it has become unstable, the Cemetery Operator shall do whatever necessary by way of repairing, resetting or laying down the monument or marker, or any other remedy so as to remove risk.
139. 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 Cemeteries as determined in the sole discretion of the Cemetery Manager.
140. All foundations for monuments and markers shall be built by or contracted to be built and installed at the expense of the Interment Rights Holder.
141. Candle holders and vases may not constitute part of a monument unless it is part of the original monument.
142. Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered to be normal wear.



143. The Cemetery Operator will take reasonable precautions to protect the property of Interment Right Holders, but it assumes no liability for the loss of, or damage to, any monument, marker or other structure, or part thereof.
144. The Cemetery Operator reserves the right to determine the maximum size of monuments, their number and their location on each lot or plot. They must not be a size that would interfere with any future interments.
145. A double lot is allowed on upright monument, and only 2 footstones and 4 corner-posts are allowed. Due to the work involved to keep this level, the quantity allowed on a lot is restricted.
146. The Interment Rights Holder of a Lot or his/her legally authorized representative may request the installation of a Marker or Monument on the Lot, or the inscription of an individual's name on a common Monument in a Scattering Grounds. To make such a request, the Interment Rights Holder or his/her legally authorized representative shall:
- a. complete and submit an application to the Cemetery manager for approval in the form of a "Request for Installation" containing the following information:
    - (i) the Interment Rights Holder's name and address;
    - (ii) instructions for placement of the marker or monument;
    - (iii) The dimensions in the case of a flat marker;
    - (iv) in the case of a monument:
      - (a) the dimensions of the die, height, width and length
      - (b) the dimensions of the base, height, width and length
      - (c) the overall size of the monument
      - (d) a description of the monument: colour and design
      - (e) the appropriate amount for the Care & Maintenance Fund in relation to the size of the marker/monument as set out in the *Funeral, Burial and Cremation Services Act, 2002*, must accompany the monument;
  - b. submit the appropriate fee for the preparation of the foundation as provided in the Municipality's Fees and Tariff's By-law; and
  - c. pay any and all outstanding fees for any other Cemetery Services rendered by the Municipality pursuant to a Contract.
147. The maximum size monument allowed on a single lot is:
- |            |                        |
|------------|------------------------|
| Height     | 4 feet                 |
| Width      | -                      |
| Base Width | 30 inches (height 12") |
| Die width  | 24 inches              |
- (Minimum 6" thick die. Die must be 8" thick above 36" height)
148. The maximum size monument allowed on a double lot is:
- |                              |           |
|------------------------------|-----------|
| Height (includes base & die) | 4 feet    |
| Base Width                   | 4 feet    |
| Base Height                  | 12 inches |

Die Width

42 inches

149. The minimum thickness of a die should be 15.24 cm (6 inches). Should the monument exceed 100 cm (3 feet) overall height, the die must be 20.50 cm (8 inches).
150. The die stones must be installed on a granite base. The height of the base shall be a minimum of 20.3 cm (8 inches). The top surface of the base must be both wider and longer than the die in order to provide a minimum border of 7.6 cm (3 inches) of the surface of the base exposed on all sides. Bottoms of the base shall be smooth sawn.
151. Monuments cannot be placed 'back-to-back' against one another.
152. Monuments must be placed at the foot of the lot in alignment with existing nearby monuments.
153. Monuments must be positioned in the centre of a single lot.
154. Monuments must be positioned in the centre of two (2) single lots when purchased for the purpose of a double lot interment.
155. Book or pillow markers shall be allowed only in designated areas in the Cemeteries.
156. All photographs attached to any memorials or placed within Cemetery grounds shall be the sole responsibility of the owner.
157. No foundation may be constructed after November 15<sup>th</sup> in any year, or before April 1<sup>st</sup> in the following year except with written permission from the Cemetery Manager.
158. Temporary markers or crosses are permitted on any one plot or lot for up to one (1) year from the time of interment.
159. The foundation shall be built in the designated space and the property dimensions of the monument base. If incorrect dimensions have been given on the application form, signed by the Interment Rights Holder and/or the supplier, the foundation must be immediately removed and rebuilt at the expense of the Interment Rights Holder and may be completed by the Cemetery Operator at its discretion. Foundations will not be less than 1.52 meters (5 feet) deep and they will be set at the Cemetery Manager's direction.
160. The required concrete mix for foundations will be:
  - a. 20.5 MPA, 75 mm slump, 20 mm aggregate
  - b. 5% +/-1% air entraining agent
  - c. Trowel finish all edges
161. The surface area shall be flush with the surrounding ground level and shall provide a level surface free of defects.
162. Foundations must be cured for a minimum of 48 hours before placing the monument.
163. Contractors shall be under the supervision of the Cemetery Manager and shall be responsible to pay the supervisory fee, as filed with the Registrar, Bereavement Authority of Ontario.
164. No concrete shall be placed until the Cemetery Manager has approved the grades and all loose material is removed from the grade. The placing shall commence at the low point in the grade and the concrete shall be thoroughly consolidated to eliminate all air pockets and honeycombs. No concrete shall be placed to overlap concrete that is partially set.

165. Defective areas must be repaired to the approval of the Cemetery Manager. The finished concrete product shall be protected from wind, rain or sun during curing, by covering it completely with a piece of plywood having a minimum thickness of 1.27 cm (1/2 inch). All rubbish and excavated material shall be removed from the excavation site to a place designated by the Cemetery Manager.
166. Inscriptions that are not in keeping with the dignity and decorum of the Cemetery may be ordered removed without compensation.
167. Inscriptions are permitted on both sides of a Monument when:
  - a. an Interment Rights Holder owns both sides of a Lot;
  - b. inscriptions do not impede a Monument on an adjacent Lot; or
  - c. lots are separate by a pathway.
168. Monuments and Markers will be accepted for installation during regular working hours. If weather and ground conditions permit, installations will be made within 30 days after acceptance. Markers will not be accepted from any monument dealer for storage during the winter months.
169. Markers and footstones of bronze, or natural stone (i.e. granite) are permitted with size and quantity restrictions according to the section of the Cemeteries and regulations deemed necessary as per the size of lot in that section. Its placement must not interfere with future interments:
 

Single Lot Maximum	30.48 cm x 60.96 cm (12" x 24")
Double Lot Maximum	30.48 cm x 107.0 cm (12" x 42")
Cremation Lot Maximum	42.60 cm x 50.70 cm (16" x 20")
170. Flat markers are to be flat top and set level with the ground so that a lawnmower can pass safely over them.
171. Each single lot may be marked on the ground with a flat marker only, unless otherwise designated monument section.
172. One marker may be placed at each grave in addition to the monument. The marker shall be placed at the end of the grave farthest from the monument, and shall not exceed 42.60 cm x 60.96 cm (16" x 24").
173. Any flat marker that exceeds the standard width of 30.48 cm (12 inches) can only be installed after a full interment has taken place.
174. The minimum thickness for all flat markers, including footstones is 10 cm (4 inches).
175. All markers and monuments shall be constructed of bronze or natural stone (i.e. granite). The bottom bed of all bases and markers shall be cut level and true.

**N) CONTRACTOR PROVISIONS**

176. Any work performed within the Cemeteries requires the written pre-approval of the Interment Rights Holder and the Cemetery Manager before the work may begin. Pre-approval includes but is not limited to: landscaping, delivery of Monuments and Markers, inscriptions, designs, drawings, plans and detailed specifications relating to the work, proof of all applicable government approvals and permits, the location of the work to be performed. It is the responsibility of all contractors to report to the Cemetery Manager and provide the necessary approvals before commencing work at any Cemetery.
177. Prior to the start of any work at any Cemetery, contractors performing work at the Cemetery must provide the Cemetery Manager proof of liability

insurance and W.S.I.B. coverage and must comply with all applicable workplace safety and environmental legislation.

178. This by-law applies to all contractors and all work carried out by contractors within the Cemetery grounds.
179. 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 Manager.
180. No work will be performed at Fairview Cemetery except during the regular business hours of the Cemetery.
181. Contractors shall temporarily cease all operations if they are working within 100 metres of a funeral, until the conclusion of the service. The Cemetery Manager reserves the right to temporarily cease contractor operations at his/her 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 Fairview Cemetery.
182. 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.
183. 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.

**O) RULES FOR VISITORS**

184. Visitors are welcome at the Cemeteries during the hours of operation.
185. All visitors should conduct themselves in a quiet manner that shall not disturb any burial service or other Cemetery Service.
186. The Caretaker and his/her assistant are empowered to preserve order and decorum in the Cemeteries.
187. No parades other than funeral processions shall be admitted to, or be organized within the Cemeteries.
188. Children under the age of twelve (12) years are welcome in the Cemetery grounds when accompanied by an adult, who shall be responsible for their good conduct, and shall see that they do not run over the lots or climb upon the monuments.
189. Vehicles within the Cemeteries shall be driven at a moderate rate of speed and shall not leave the avenues or park on the grass, unless directed to do so by the Cemetery Manager or Caretaker.
190. No pleasure ATVs (all terrain vehicles) or snowmobiles are allowed in the Cemeteries.
191. Proprietors of vehicles and their drivers shall be held responsible for any damage done by them.
192. Discharging of firearms, other than in regular volleys at burial services, is prohibited in and around the Cemeteries.
193. Dogs and other pets shall be allowed in the Cemeteries, only if they are restrained by a leash. Every owner of a dog shall remove forthwith, and sanitarily dispose of excrement left by the dog or other pet on the Cemetery property.
194. No picnic party shall be permitted on the Cemeteries grounds.

195. Any person who, while in a Cemetery, damages or moves any tree, plant, marker, fence, structure or anything usually erected, planted or placed in a cemetery, is liable to the Municipality, 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.
196. Any complaints by Interment Rights Holder or visitors should be made to the Cemetery Manager and not to workers on the grounds. Controversies with workers, or others on the grounds are to be avoided.
197. Rubbish shall not be thrown out onto roads, walks or any part of the grounds, and must be removed by the owner.
198. Any person disturbing the quiet and good order of the Cemetery by noise, or other improper conduct, or who violates this by-law, shall be expelled from the grounds.
199. Any article which is detrimental to efficient maintenance, or constitutes a hazard to machinery, employees or visitors, or is unsightly, or does not conform with the natural beauty or design of the Cemetery, may be removed from the Cemetery. Any articles removed will be disposed of without notification at the expense of the Interment Rights Holder.
200. No tips or gratuities are to be given to the Caretaker or his/her assistant by visitors, or Interment Rights Holders, nor shall any be accepted.
201. No signs, notices, or advertising of any kind shall be allowed within the Cemeteries except those placed by the Cemetery Operator.

**P) GENERAL PROHIBITIONS**

202. No person shall engage in, perform, or direct, or cause the performance or direction of, any Cemetery Services in a Cemetery unless the person has entered into a Contract or otherwise obtained the approval of the Cemetery Manager.
203. No person shall engage in, perform, direct, or cause the performance or direction of any Cemetery Services contrary to the provisions of this Bylaw or the Contract.
204. No person shall:
  - a. interrupt or cause a disturbance to any burial services or other Cemetery Service;
  - b. enter or remain in a Cemetery between dusk and dawn, unless otherwise authorized;
  - c. engage in any activity that creates a nuisance or that interferes with the quietness and use of the Cemetery by other persons;
  - d. permit any animal, domesticated or otherwise, to enter or remain in a Cemetery;
  - e. consume or possess any alcoholic beverage within a Cemetery;
  - f. operate a vehicle on a designated roadway in a Cemetery in excess of 10 kilometres per hour;
  - g. unless otherwise permitted, no person shall drive, operate or park any vehicle in a Cemetery except upon a designated roadway or parking area;
  - h. climb, remove, damage or deface any Marker, fence, bench, Monument, building, structure, equipment or sign;
  - i. disturb in any manner grounds prepared for burial, the erection of markers, or any other Cemetery Service;

- j. engage in any activity not otherwise permitted in this By-law or authorized by the Cemetery Manager; or
- k. remove or damage any flowers, plants, sod, or other material from a Lot without the express permission of the Interment Rights Holder or from elsewhere in the Cemetery without the express permission of the Cemetery Manager.

**Q) ENFORCEMENT**

- 205. An enforcement officer or Municipality employee may order any person believed to be contravening, or to have contravened, any provision of this By-law to:
  - a. immediately desist from any activity that constitutes or contributes to such contravention; or
  - b. to leave the Cemetery immediately.
- 206. An enforcement officer or Municipality employee may order any person engaging in an activity that requires a Contract to produce the original copy of the Contract for inspection.
- 207. No person shall fail to comply with an order given by an enforcement officer or Municipality employee under this By-law.
- 208. Every person who contravenes any of the provisions of this By-law is guilty of an offence and upon conviction is liable to a fine and any other penalties prescribed by the provisions of the Provincial Offenses Act, R.S.O. 1990, c. P.33, as amended.
- 209. Where a duty or liability is imposed by this By-law or by a Contract upon any person in favour of the Municipality or in favour of some or all of the residents of the Municipality, the Municipality may enforce it and obtain such relief and remedy as could be obtained under the provisions of the *Municipal Act, 2001*.

**R) GENERAL**

- 210. If a Court of competent jurisdiction declares any Section, or part of a Section, of this By-law to be invalid, it is the intention of Council that the remainder of this By-law shall continue to be in force.
- 211. The short title of this By-law is the Cemeteries By-law.
- 212. Any other by-laws or provisions in other by-laws found to be inconsistent with this By-law are hereby deemed to be repealed.
- 213. This By-law shall come into full force and effect on the day that it receives approval from the Registrar, Bereavement Authority of Ontario, as required under the Act.

READ a first and second time this 22<sup>nd</sup> day of June, 2022.

READ a third time and finally passed this 22<sup>nd</sup> day of June, 2022.

  
\_\_\_\_\_  
Robert (Bob) Purcell, Mayor

  
\_\_\_\_\_  
Tara Kretschmer, Acting Clerk