

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER 091-2024

**BEING A BY-LAW TO CONTROL THE CEMETERY
OWNED BY THE CORPORATION OF THE TOWNSHIP
OF WELLINGTON NORTH AND REPEAL BY-LAW 077-
2014**

**NOW THEREFORE COUNCIL OF THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH HEREBY ENACTS AS
FOLLOWS:**

1. The Cemeteries shall be managed and governed by the Rules and Regulations set out in Schedule "A" attached to this by-law.
2. Any previous versions of the cemetery by-law are hereby repealed.
3. This By-law shall take effect on approval of the Registrar.
4. And that By-law 077-2017 be repealed when this by-law becomes effective.

READ AND PASSED THIS 16TH DAY OF DECEMBER, 2024



Signed by:

80AF05F090264A3
ANDREW LENNOX, MAYOR

DocuSigned by:

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KARREN WALLACE, CLERK

SCHEDULE A

Township of Wellington North Cemetery By-Law

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1. DEFINITIONS

1.1 “**Act**” shall mean the *Funeral, Burial and Cremation Services Act*, 2002 and its associated regulation and any successor acts.

1.2 “**Base**” shall mean that portion of a monument or marker which sits upon the foundation and is in turn capped by the upper main portion of the monument or

marker. The base excludes the foundation beneath and the monument or marker above;

1.3 “Burial” shall mean the opening and closing of an inground lot for the interment of human or cremated human remains;

1.4 “Care and Maintenance Fund” shall mean the trust fund established pursuant to the Act;

1.5 “Casket” shall mean a container intended to hold a dead human body for funeral, cremation or interment purposes that is not a vault, burial container or grave liner;

1.6 “Chapel” shall mean the building located in the cemetery grounds in which bodies are stored prior to burial.

1.7 “Clerk” shall mean the Clerk for the Township of Wellington North or his / her designate;

1.8 “Columbarium” shall mean a structure designed for the purpose of interring cremated human remains in niches or compartments;

1.9 “Contract” shall mean a written contract between the municipality and the purchaser of interment or scattering rights or other cemetery supplies and services. Purchasers shall receive a copy of the signed contract detailing the obligations of both parties, and acknowledging receipt of the cemetery by-laws, a copy of the BAO’s publication A Guide to Death Care in Ontario (“Consumer Information Guide”) and the operator’s price list;

1.10 “Cremation” shall mean a process that uses incineration to reduce a body to an ash or granular substance.

1.11 “Cremation Plot” means a plot / lot

1.12 “Cremation Section” means a location within the cemetery designated for the interment of cremated human remains and referred to as a cremation plot.

1.13 “Emergency” shall mean a situation outside of normal cemetery operating circumstances as defined in this by-law that, at the discretion of the

municipality, requires expedited attention;

- 1.14 “Fees and Charges”** shall mean the list of cemetery product and service prices set out in the Township of Wellington North’s Fees and Charges by – law as amended from time to time;
- 1.15 “Foundation”** shall mean a poured concrete foundation upon which a monument (specifically the base) is placed;
- 1.16 “Flat Marker”** shall mean any permanent granite, marble or bronze marker set flush with the surface of the ground or on a foundation not including corner markers.
- 1.17 “Grave”** shall mean a place for burial of human remains, typically a hole dug in the ground and marked by a stone or mound;
- 1.18 “Grave Liner”** shall mean a receptacle with a lid, constructed of a durable material, that may or may not have a bottom, into which a casket holding human remains or an urn holding cremated human remains, is placed to provide reinforcement of a plot / lot as part of an interment;
- 1.19 “Human remains”** shall mean a deceased body or the cremated remains of a human body;
- 1.20 “Inurnment”** shall mean the placement of cremated human remains in an urn and placement of such urn in a niche, grave, or other suitable location in the cemetery.
- 1.21 “Interment”** shall mean the burial of human remains, including the placement of human remains in a lot, plot, grave, or niche.
- 1.22 “Interment Rights”** shall mean the right to require or direct the interment of human remains in a lot or the disinterment of human remains from that lot and to authorize the installation of a monument or marker;
- 1.23 “Interment Rights Certificate”** shall mean the document issued by the municipality to the purchaser once the interment rights to a specific lot have been paid in full, identifying ownership and authority over those specific interment rights;

- 1.24 “Interment Rights Holder”** shall mean any person who holds the right to inter human or disinter remains in a specified lot and to authorize the installation of a monument or marker;
- 1.25 “Lot”** shall mean: an area of land in a cemetery containing, or set aside to contain human remains and includes a niche or compartment in a columbarium.
- 1.26 “Marker”** shall mean any monument, memorial, cornerstone, footstone, flat marker affixed to or intended to be affixed to a burial lot, columbarium niche or other structure or place intended for the deposit of human remains excluding base and foundation;
- 1.27 “Monument”** shall mean any permanent marker projecting above ground level and is also known as a headstone;
- 1.28 “Municipality”** shall mean the Corporation of the Township of Wellington North.
- 1.29 “Niche”** shall mean a compartment in a columbarium for placement of an urn;
- 1.30 “Personal Representative”** shall mean a person who is authorized to act on behalf of the interment rights holder or their estate, including an Executor;
- 1.31 “Pillow Marker”** shall mean a low tilted marker with a base similar to a flat marker and not exceeding 1 ft. (30 cm) in overall height.
- 1.32 “Plot”** shall mean 2 or more lots that are sold as a unit;
- 1.33 “Pre – need supplies or services”** shall mean cemetery supplies or services that are not required to be provided until the death of the interment rights holder at the time the arrangements are made;
- 1.34 “Scattering Garden”** shall mean an area designated specifically for the scattering of ashes of human remains;
- 1.35 “Scattering Rights”** shall mean the right to scatter cremated human remains in a cemetery;

1.36 “Urn” shall mean a container for the reduced and processed human remains resulting from cremation;

1.37 “Vault” shall mean a secondary container that is protective, rigid, sometimes waterproof, and usually made of concrete, fiberglass, plastic or similar reinforced material, within which the primary casket, or urn containing human remains is placed prior to burial in the ground

2. APPLICATION

2.1 These by-laws are the rules that govern the operations of all cemeteries owned and operated by the Township of Wellington North. They are in compliance with the Funeral, Burial and Cremation Services Act, 2002 (FBCSA), Ontario Regulation 30/11 (O. Reg. 30/11) and Ontario Regulation 184/12 (O. Reg. 184/12), and have been approved by the Registrar, FBCSA, Bereavement Authority of Ontario (BAO). Effective date: January 23, 2025

2.2 The municipality reserves full control over the cemetery operations and management of land within the cemetery.

2.3 The Clerk shall be responsible for giving advice concerning the general management of the cemeteries pursuant to the provision of these rules and regulations and such further direction from council by resolution or By-law.

2.4 The Clerk shall be responsible for all sales of lots and cemetery services, for the maintenance of cemetery records and shall administer the Council approved budget.

2.5 The Clerk shall maintain records, including:

- 2.5.1** plans or surveys of the cemeteries;
- 2.5.2** the names of all the interment rights holders and their addresses;
- 2.5.3** copies of all contracts for the purchase of cemetery supplies and / or services
- 2.5.4** copies of all transfers of interment rights;
- 2.5.5** the date of, and location of, all interments within the cemeteries, and whether such interments are of cremated human remains;
- 2.5.6** Any other information required under the Act.

2.6 The Clerk shall maintain the public register, as required by Section 110 of Ontario Regulation 30-11, and shall make the registrar available for viewing at

the Township office during regular business hours or by electronic means.

- 2.7** The Treasurer shall be responsible for the management and investment of care and maintenance funds in accordance with the provisions of the Act.
- 2.8** 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 and consent from the Registrar, FBCSA, BAO (where necessary).
- 2.9** The municipality shall reserve the right to carry out any procedural or administrative duty related to the efficient operation of the cemetery.

3. CARE AND MAINTENANCE FUNDS

- 3.1** The FBCSA, O. Reg. 30/11 and O. Reg. 184/12 require that a prescribed amount or a percentage of the purchase price (excluding tax) of all interment and scattering rights sold, transferred or assigned; and prescribed amounts for monuments and markers, is contributed into the operator's care and maintenance trust fund. If no scattering rights are sold but scattering is permitted, a prescribed amount must be contributed to the fund when the scattering is conducted. Interest earned from this fund is used to provide care and maintenance of the cemetery, including markers and monuments, in perpetuity.

4. SALES OF INTERMENT RIGHTS

- 4.1** A purchaser acquires interment rights by purchasing
- 4.1.1** a lot
 - 4.1.2** plot
 - 4.1.3** niche
 - 4.1.4** space in the scattering garden
- 4.2** Any purchaser of interment, inurnment, or scattering rights shall enter into a cemetery contract providing all information required by the municipality for the completion of the contract and the public register.
- 4.3** Prior to the entering into the contract, the Clerk shall provide each purchaser with a copy of:
- 4.3.1** Cemetery By-law;

- 4.3.2** Contract;
- 4.3.3** Interment rights certificate
- 4.3.4** Map
- 4.3.5** Price list
- 4.3.6** Consumer Information Guide, Funeral, Burial, Cremation and Transfer Services; and
- 4.3.7** Any other information as required under the Act.

- 4.4** A Certificate of Interment Rights shall not be issued until payment in full has been received.
- 4.5** At the time of need, should the Superintendent determine that a burial cannot be accommodated in a lot or plots owned by an interment rights holder, the municipality shall provide new lot or plot at no charge to provide for the burial together with an interment rights certificate.
- 4.6** Prior to providing new lot or plot and permitting the burial in Section 4.5, the Clerk shall cancel the original interment rights certificate and it shall become the property of the municipality. Where possible the interment rights holder should return the original interment rights certificate to the municipality.
- 4.7** All lots or plots and niches shall be sold in numerical order and there shall be no choice of location for an interment rights purchaser.
- 4.8** Notwithstanding clause 7.3, at the time of purchase, the names of all individuals who are to be interred in a lot or plot must be shown on the interment rights certificate.
- 4.9** When interment rights are held jointly by two or more persons, both rights holders shall jointly advise the municipality on any instructions, unless one rights holder is deceased at which time instructions will be accepted from surviving rights holder or their authorized representatives.
- 4.10** Whenever a document is required to be signed by an interment rights holder and that person has died, the holder's Personal Representative shall sign any required documentation. The Clerk may require evidence that a person signing documents required by this By-law is the Personal Representative of a deceased interment rights holder.

5. CANCELLATION OF A PURCHASE

- 5.1** The purchaser has the right to cancel an interment or scattering rights contract within 30 days of signing the interment, inurnment, or scattering rights contract, by providing written notice of the cancellation to the Clerk. Within this 30 day cooling off period, should a cancellation be received, a the purchaser will receive a full refund of all monies paid.
- 5.2** After the 30 day cooling off period, only the interment rights holder(s) can cancel the contract by providing written notice to the clerk. After the 30 day cooling off period the refund will be the current value of the interment or scattering rights less the Care and Maintenance Fund contribution.
- 5.3** The Clerk, within 30 days upon receiving notice in Section 5.1 or 5.2, will cancel the contract. If the interment or scattering rights certificate was issued it must be returned back to the municipality as part of the cancellation and the rights holder(s) must endorse the interment or scattering rights certificate, transferring all rights, title and interest back to the municipality. The appropriate paperwork must be completed before the municipality will issue a refund.

6. RESALE OF LOT PLOTS NICHE OR SCATTERING RIGHTS

- 6.1** Reselling interment rights to a third party is prohibited.
- 6.2** The rights holder may resell a lot, plot, niche or scattering rights to the municipality at the price listed on the cemetery current price list, less the care and maintenance contribution made at the time of purchase.
- 6.3** There shall be no resale to the municipality if interment, inurnment, or scattering rights have been exercised;
- 6.4** If at the time of a resale to the municipality, a headstone has been erected, it shall be removed to the satisfaction of the municipality, at the expense of rights holder, prior to the completion of the resale to the municipality.

7. TRANSFER OF PLOTS / NICHES

- 7.1** In cases of transfer of interment rights by will or bequest, the municipality reserves the right to require the production of a notarized copy of the will or other evidence sufficient to prove ownership.

7.2 Upon satisfactory evidence of the transfer of interment rights, by will or bequest, the Clerk shall issue a new certificate right to the individual to whom the transfer was willed or by bequest.

7.3 When interment rights holders wish to have an individual not shown as a rights holder interred in the said plot, written authorization shall be provided by all interment rights holders or their Personal Representative or surviving beneficiaries of the Estate of the interment rights holder.

7.4 In the case of a transfer of interment/scattering rights, an administration fee applies for the municipality to issue a new rights certificate to the transferee, as applicable. The fee, which is set out on the cemetery price list and in the fees and charges by-law, is also charged for replacement of lost or damaged certificates.

8. STANDARD GRAVES

8.1 A standard grave shall be 1.07 m (42 in) by 3.7 m (144 in)

8.2 A standard casket burial and two cremated human remains shall be permitted to be interred in a standard single lot.

8.3 Up to four cremated human remains shall be permitted to be interred in a standard single lot.

8.4 No monument other than a headstone shall be installed on a single grave.

8.5 Not more than one upright monument shall be erected on any one lot and this must be placed at the centre of the head, at the end of a plot, except where alignment with existing nearby monuments justifies another location; approved by the Clerk.

8.6 Lettering shall be permitted on the front and back of the monument.

8.7 No monument or memorial shall be placed without the interment rights holder's or their representative's permission.

9. CREMATION LOT / PLOT

9.1 A cremation lot / plot shall be 1.07 m (42 in) x 1.2 m (48 in)

9.2 A cremation lot / plot shall be located in the cremation section as determined

by the municipality.

9.3 Two urns with cremated human remains shall be permitted to be buried in a cremation lot/plot.

9.4 Only flat markers may be installed on a cremation lot/plot.

9.5 The price of a cremation lot / plot shall include the cost of the base.

10. COLUMBARIUM

10.1 The niches in the columbarium's located in Amethyst section are 38.1 cm (15 in) deep x 29.85 cm (11.75 in) high x 29.85 cm (11.75 in) wide.

10.2 The niches in the columbarium located in Topaz section are 29.85 cm (11.75 in) deep x 30.48 cm (12 in) high x 30.48 cm (12 in) wide.

10.3 No more than two urns shall be permitted in a niche. It is the responsibility of the rights holder to ensure that the urns are sized to fit inside the niche.

10.4 Inscribing of niche fronts must be approved by the municipality or designate, to ensure quality control, desired uniformity and standard of workmanship.

10.5 No person shall add attachments or decoration to the niche front on the columbarium.

10.6 Notwithstanding Section 10.5, any etching or marking to honour a veteran is permitted on the niche front providing such marking is issued and approved by the Royal Canadian Legion and the marking does not interfere or change the standard font size on the niche front.

11. BURIALS / INURNMENTS

11.1 Lots or plots shall only be used for the interment / inurnment of human remains.

11.2 Human remains that are not cremated may only be interred in a lot or plot.

11.3 No human remains shall be interred or placed in a niche unless that individual is shown to be a rights holder, or on the written authorization as provided in Section 7.

- 11.4** Two standard casket burials shall be permitted in a single lot provided the grave was sold prior to January 1, 1998 and the first interment has taken place at a double depth.
- 11.5** Notwithstanding clause 11.4, double depth burials shall not be permitted.
- 11.6** The municipality reserves the right to determine if adverse weather or ground conditions shall prevent a burial in the cemetery on the date requested for a burial. See Section 12 for Chapel rules for more information.
- 11.7** A burial permit issued by the Registrar General or an equivalent document showing that the death has been registered with the province shall be provided to the Clerk prior to a burial, scattering or entombment taking place.
- 11.8** A Certificate of Cremation shall be submitted to the Clerk prior to the burial of cremated human remains or scattering of cremated human remains taking place.
- 11.9** The opening and closing of a lot, plot or niche, or the scattering of cremated human remains, shall be conducted by the municipality or authorized designate.
- 11.10** Notwithstanding Section 10.9, an individual other than a municipal employee may conduct the scattering of cremated human remains in the scattering garden, under the supervision of the municipality.
- 11.11** All communication regarding burials, openings, niche placements shall be in writing to the Clerk not less than 48 hours in advance of the event.
- 11.12** The Clerk reserves the right to demand an original interment rights certificate be produced prior to an interment rights holder being interred in a plot.
- 11.13** Human remains shall be interred in a lot shall:
- 11.13.1** be in a container having sufficient strength and durability so as not to collapse during interment;
 - 11.13.2** be of a size to permit the burial within the size of the lot.

12. DISINTERMENTS

- 12.1** Human remains may be disinterred from a lot provided written authorization

of the interment rights holder or surviving heirs has been received by the Clerk and the Medical Officer of Health has been notified.

12.2 In special circumstances, the removal of human remains may also be ordered by the Medical Officer of Health, without the consent of the interment rights holder and / or next of kin(s).

12.3 The cemetery is not responsible for damage to any casket, urn, container or vault which may occur during a disinterment. Additionally, due to the length of time that a casket, urn, container or vault has been interred and the conditions to which it has been exposed, the cemetery cannot guarantee that it can retrieve the complete casket, urn, container or vault interred in the cemetery. Should a new casket, urn or container be required at the time of disinterment, it shall be at the expense of the party authorizing the disinterment.

12.4 Disinterment shall be scheduled at a day and time designated by the municipality. The municipality reserves the right to close the cemetery or the section where the disinterment is to take place. Only those persons required or permitted by the cemetery to attend a disinterment shall be allowed to enter the cemetery or the section involved during a disinterment.

12.5 If reinterment does not take place within the same lot and if existing memorialization (monument, marker, niche front or crypt front) needs to be removed, it will be at the expense of the person authorizing the disinterment.

12.6 Once a disinterment has been completed, the lot space shall be considered available to the interment rights holder for a new interment or transfer in accordance with the operator's by-laws. If the grave, niche or mausoleum space from which a disinterment has occurred, is transferred, the new interment rights holder must be made aware of the previous disinterment and agree in writing to such knowledge as part of the transfer agreement.

13. CHAPEL RULES

13.1 If the municipality determines a grave may not be opened pursuant to Section 15.36, storage in the chapel or at an alternate location arranged by the funeral home or family of the deceased, shall be required, until conditions permit the interment.

13.2 The burial permit and interment information must accompany the human

remains when delivered to the cemetery for storage in the chapel.

- 13.3** All caskets must be removed from the storage in the chapel each year by May 15.
- 13.4** Any caskets not removed by May 15, or as soon thereafter as weather permits, the municipality, after all reasonable attempts to contact the funeral home/interment rights holder have been made, shall arrange to have the casket removed from the Chapel.
- 13.5** The bodies of persons dying from communicable diseases as defined in O-Reg 557-90 shall be handled as set out in O-Reg 557-90.
- 13.6** Prior to May 15, should the condition of the body render its interment, necessary or expedient, the municipality may remove a body stored in the chapel and inter it in a single lot after reasonable attempts have been made to contact the interment rights holder/representative prior to the interment occurring.
- 13.7** All human remains stored in the chapel must be embalmed and must be encased in a wooden or metal casket.
- 13.8** All funeral homes and / or interment rights holders shall have proper insurance coverage on any bodies or cremated human remains stored in the chapel.
- 13.9** The fee for storage in the chapel are contained in the cemetery price list and on the fees and charges by-law.

14. GENERAL RULES

- 14.1** No person shall do any work in the cemetery without the permission of the municipality.
- 14.2** The municipality shall have sole discretion to determine if weather conditions are such that work and/or burials must be halted.
- 14.3** No parades other than funeral processions or Decoration Day or Remembrance Day ceremonies shall be permitted within the cemetery.
- 14.4** Vehicles shall remain on the roadways at all times, unless required to leave

the road to conduct work on the grounds or accommodate a burial.

14.5 Any complaints by interment rights owners or visitors shall be made to the Clerk in writing.

14.6 All dogs in the cemetery shall be leashed and subject to all regulations and fines set out in the Canine Control By-law for the municipality.

15. HOURS OF OPERATION

15.1 Funerals are prohibited on Sundays and Statutory holidays, Easter Monday and Remembrance Day (except as required by regulation).

15.2 No graves shall be opened during the winter, or when frost is in the ground and the top sod cannot be removed and replaced without destruction.

15.3 Notwithstanding section 15.1, 15.2, 15.3 a burial shall occur on prohibited days, based on a medical officer of health's orders or a doctor's certificate that a burial must be made within 24 hours of death in accordance with the regulations of the Ontario Ministry of Health for the control of communicable diseases or unless special permission is granted by the Clerk.

16. CARE OF LOTS AND CEMETERY GROUNDS

16.1 No lot shall be defined or enclosed by a fence, railing, coping, hedge or any enclosure or markers other than corner markers level with the sod.

16.2 If any tree or shrub on a plot or lot has become unsightly or encroaching on the adjacent lots, drains, roads or walks or negatively impacts the general appearance of the grounds shall be removed in whole or part by the municipality without notice to the interment rights holder.

16.3 No vases urns, flower stands, flowers, memorial arrangements, or wreaths (artificial or real) shall interfere with the care of the lot or columbarium and if unsightly shall be removed in whole or in part by the municipality without notice to the interment rights holder.

16.4 Flowers, wreaths and designs placed against or near any part of the Columbarium that are liable to stain or deface the structure will be removed in whole or part by the municipality without notice to the interment rights holder.

16.5 Artificial flowers and wreaths will not be allowed to remain on or near any part of the Columbarium and shall be removed by the municipality 7 days after they are placed without notice to the interment rights holder.

16.6 New flower beds shall not be permitted to be planted effective 2017.

16.7 Flower beds that were in existence prior to 2017 may remain, but if they become unkempt shall be sodded over by the municipality without notice to the interment rights holder.

16.8 Glass containers, nails, wires, pottery, string lights, corrosive chemicals or any items that in the opinion of the Superintendent may pose a risk to staff or visitors are prohibited and will be removed without notice to the interment rights holder.

16.9 No 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 rights holder.

16.10 No unauthorized person shall sod or move corner markers.

16.11 The municipality, its agents and employees shall not be responsible for loss of or damage to any articles placed upon any interment space or lot.

16.12 Implements or materials used in doing work within the cemetery shall not be left on the grounds and may be removed by the municipality.

17. FEES AND CHARGES

17.1 All fees and charges for cemetery services provided by the municipality are included in the current fees and charges By-law.

17.2 Prepayment of interment / inurnment fees shall be prohibited.

17.3 No interment, inurnment or scattering of human remains shall take place until payment in full has been made.

18. MONUMENTS MARKER AND FOUNDATIONS

18.1 No monument or marker shall be installed until payment for the lot or plots

has been made in full.

18.2 No person shall install, or make alterations, repairs, cleaning or removal of a marker, monument, memorial, footstone, or base of any description in the cemetery unless such person has:

18.2.1 notified the Clerk in writing on a Notice of Monument Installation form no less than 3 business days prior to the start of work;

18.2.2 paid in full all charges related to subject interment right including the application fee as set out in the fees and charges By-law.

18.3 Minor scraping of the monument base of an upright monument due to grass / lawn maintenance or burial activities shall be considered to be normal wear.

18.4 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.

18.5 The municipality shall:

18.5.1 Reserve the right to determine the maximum size of monuments, their number and their location on each lot or plot;

18.5.2 Take whatever actions deemed necessary by way of repairing, resetting, or laying down the monument or marker or any other remedy so as to remove the risk if it poses a risk to public safety;

18.5.3 Remove at their sole discretion any marker, monument, or inscription which is not in keeping with the dignity and decorum of the cemetery;

18.5.4 Approve all specific design plans of monument or other structures including: dimensions, material of structure, construction details, and proposed location prior to installation.

18.6 Monuments for standard graves shall:

18.6.1 Be composed of granite

18.6.2 Be set upon foundations not less than 122.92 cm (48 inches) in depth

18.6.3 Be placed upon a base

18.6.4 Not exceed 122.92 cm (48 inches) in height including the base

18.6.5 Be centered on each lot or adjoining lots provided the same rights holders owns the adjoining lots

18.6.6 Not exceed 122.92 cm (48 inches) overall height, including the base, by 76.20 cm (30 inches) width on a single grave

18.6.7 Not exceed 122.92 cm (48 inches) overall height, including the base, by 122.92 cm (49 inches) width on a double grave

- 18.6.8** Not exceed 122.92 cm (48 inches) overall height, including the base, by 182.88 cm (72 inches) width on a four or six grave lot
 - 18.6.9** Be not less a minimum thickness of 15.24 cm (6 inches) provided the monument is no more than 86.36 (34 inches) overall height, including the base, by 91.44 cm (36 inches) in width;
 - 18.6.10** Be not less a minimum thickness of 20.32 cm (8 inches) if the monument exceeds 86.36 cm (34 inches) overall height, including the base, and exceeds 91.44 cm (36 inches) in width;
 - 18.6.11** Be not less a minimum thickness of 20.32 cm (8 inches) if the monument is 50.80 cm (20 inches) in overall height, including the base, and 106.68 cm (42 inches) in width
- 18.7** A base shall:
- 18.7.1** Be composed of granite
 - 18.7.2** Be not less than 20.32 cm (8 inches) in height
 - 18.7.3** Be of sufficient size to provide for a minimum border of 7.62 cm (3 inches) of the top surface of the base exposed on all sides after placement of the monument
 - 18.7.4** Placed no closer than 7.62 cm (3 inches) to the lot width size on which it is to be installed
 - 18.7.5** Have bottoms that are smooth sawn
- 18.8** Standard Burial lots shall be limited to the following:
- 18.8.1** A single lot – one monument and no cornerstones
 - 18.8.2** A double lot – one monument and two footstones OR two cornerstones;
 - 18.8.3** A four grave lot – one monument, four footstones and two cornerstones
 - 18.8.4** On a six grave lot – two monuments, six footstones and two cornerstones
- 18.9** The bottom bed of all bases and markers shall be cut level and true.
- 18.10** The municipality shall construct the sidewalk/base for all cremation burial lots and shall be:
- 18.10.1** 1.2 metres (3.9 feet) by 46.6 metres (153 feet)
 - 18.10.2** 150mm thick 32 MPa concrete with 5-8% air entrainment, 80mm \pm slump with steel mesh centre in the concrete
 - 18.10.3** Contraction joints shall be saw cut
 - 18.10.4** Contraction joints in the hardened concrete within a sufficient time

of placing the concrete

18.10.5 Dummy joints to be placed every 0.9144m (36") spacing to easily identify where each plot is located

18.10.6 Full saw cut contraction joint to be placed every 1.8288m (72").

18.11 Cremation burial lots shall be limited to the following:

18.11.1 All markers shall be sloped on an angle of 15.24 cm (6 inches) to 10.16 cm (4 inches)

18.11.2 All markers shall be 60.96 cm (24 inches) wide x 40.64 cm (16 inches) tall

18.11.3 All markers must be 10.16 (4 inches) in depth

18.11.4 All markers shall have rock pitch sides

18.11.5 All markers shall have the top polished

18.11.6 All markers shall be centered on the allocated pad

18.11.7 No cornerstones or footstones shall be permitted

18.12 Cornerstones shall:

18.12.1 Be made of granite

18.12.2 Not exceed 15.24 cm (6 inches) square by 15.24 cm (6 inches) deep

18.12.3 Be installed flush to the ground

18.13 Markers and footstones on a standard burial lot shall

18.13.1 Be installed flush to the ground

18.13.2 Not exceed 30.48 cm (12 inches) by 45.72 cm (18 inches) by 10 cm (4 inches) in depth

18.13.3 Only be installed after an interment has taken place

18.13.4 Shall be placed at the end of the grave farthest from the monument

18.14 Construction of new private mausoleums shall be prohibited.

18.15 Foundations shall:

18.15.1 Not be constructed between November 15 to April 15

18.15.2 Be replaced at the expense of the contractor if, in the opinion of the municipality, the foundation is not poured and installed properly

18.15.3 Be between not less than 121.92 to 137.16 cm (48 to 54 inches) deep

18.15.4 Be set at the direction of the municipality

18.15.5 Constructed with the following concrete mix:

18.15.5.1 20.5 MPA

- 18.15.5.2** 75 mm slump
- 18.15.5.3** 20 mm (about 0.79 in) aggregate
- 18.15.5.4** 5% + / - 1% air entraining agent
- 18.15.6** Be trowel finished
- 18.15.7** Have all surface levels flush with the surrounding ground level
- 18.15.8** Provide a level surface free of defects
- 18.15.9** Cured for a minimum of 48 hours before placing the monument thereon

19. MONUMENT DEALERS, CONTRACTORS, AND CONTRACT EMPLOYEES

- 19.1** Every contractor performing any work in the cemetery shall:
 - 19.1.1** Comply with all provisions in this By-law
 - 19.1.2** Comply with all applicable legislation
 - 19.1.3** Must provide a clearance certificate from the Workplace Safety and Insurance Board
 - 19.1.4** General liability insurance of not less than \$2,000,000.
- 19.2** The behaviour of all contractors and their workers in the cemetery shall be in accordance with this By-law and subject to the control of the municipality.
- 19.3** Planks shall be laid on the lots and paths over which heavy materials are to be moved, in order to protect the surface from injury.
- 19.4** Contractors shall temporarily cease all operations if they are working within 100 metres of a funeral until the conclusion of the service.
- 19.5** All work shall be done during regular cemetery hours, unless special written permission is obtained from the municipality.
- 19.6** No person shall access the cemetery in a vehicle carrying a heavy load when, in the sole discretion of the municipality, the roads are in an unfit condition.
- 19.7** No person shall deliver a monument to any cemetery until the foundation is completed and the contractor has the permission of the municipality to proceed with monument installation.
- 19.8** No person shall leave implements and materials used in the performance of any work and all rubbish and surplus earth shall be removed in such manner and at such time and to such place as the municipality may order.

19.9 The municipality may remove rubbish or obstructions and the expense shall be charged to the company.

19.10 Any person who damages any lot, monument, or other structure, or otherwise does any injury in the cemetery, shall be personally responsible for such damage or injury, in addition thereto, his employer shall be liable, therefore.

20. LIABILITY

20.1 The municipality shall not be held liable for any loss or damage, without limitation (including damage by the elements, Acts of God, or vandals) to, any lot, plot, columbarium niche, mausoleum crypt, monument, marker, or other article that has been placed in relation to an interment or scattering right, save and except for direct loss or damage caused by gross negligence of the cemetery.

21. ENFORCEMENT

21.1 The municipality shall reserve the right to prohibit any behaviour or activity that interferes with the safety of the public or employees or that is not in keeping with respecting the decorum of the cemetery or the provisions of this By-law.

APPROVED	APPROUVÉ
By the Registrar, <i>Funeral, Burial and Cremation Services Act, 2002, Bereavement Authority of Ontario</i>	Par le Registraire, <i>Loi de 2002 sur les services funéraires et les services d'enterrement et de crémation, l'Autorité des services funéraires et cimetières de l'Ontario.</i>
Date: January 23, 2025	