

BY-LAW NUMBER 38-2016

OF THE MUNICIPALITY OF CHATHAM-KENT

A By-law under the Funeral, Burial and Cremation Services Act, 2002
to regulate the operation of municipal cemeteries
in the Municipality of Chatham-Kent

FINALLY PASSED the 21st day of March, 2016.

Part I Definitions

Part II General Information

- 2.1 Hours of Operation
- 2.2 Municipal Property
- 2.3 Liability for Loss or Damage
- 2.4 Public Access to Information
- 2.5 Notice of Change of Address
- 2.6 Changes in By-law
- 2.7 Public Register
- 2.8 Right to Re-Survey
- 2.9 Administration
- 2.10 Payments

Part III Sale and Ownership of Interment Rights

- 3.1 Ownership of Interment Rights
- 3.2 Cancellation of Interment Rights
- 3.3 Care and Maintenance Fund
- 3.4 Declaration of Abandoned Rights
- 3.5 Lot Sizes

Part IV Resale or Transfer of Interment Rights

- 4.1 Resale or Transfer of Interment Rights

4.2 Subdivision of an Interment Right

4.3 Arrears

4.4 Required Documentation

Part V Interments (Burials)

5.1 Authorization, Information and Document Required for a Burial

5.2 Notice of Burial

5.3 Opening and Closing of Lots

5.4 Allotted Number of Burials Per Lot

5.5 Outer Containers

5.6 Entombment in Crypt or Niche

5.7 Closed Caskets or Containers

5.8 Scattering of Cremated Remains

5.9 Removal of Caskets, Containers or Cremated Remains

5.10 Contagious Diseases

5.11 Pets or Other Animals

5.12 Forensic Evidence

Part VI Memorialization

6.1 General

6.2 Monuments

6.3 Markers

Part VII Care and Planting on Lots

7.1 General Care of Cemetery Grounds

7.2 Trees, Shrubs and Flowerbed Maintenance

7.3 Planting Restrictions

7.4 Size of Flowerbeds

Part VIII Items on Lots – Prohibited and Permitted

8.1 General

8.2 Prohibited

8.3 Permitted

8.4 Responsibility

Part IX Mausoleum

9.1 Sealing after Entombment

9.2 Witnessing an Entombment

9.3 Inscriptions, Adornments and Pictures

9.4 Floral Tributes

9.5 Items Prohibited from Mausoleum

9.6 Glass Front Niches

9.7 No Ornamentation

Part X Columbaria

10.1 Capacity and Urns

10.2 Sealing after Inurnment

10.3 Inscriptions and Adornments

10.4 No Ornamentation

Part XI Contractor

11.1 Contractor – Prior to Commencing Work

11.2 Responsibilities

Part XII Special Areas

12.1 Maple Leaf / St. Anthony's Cemetery – Wards UU, ZZ and Chapel Drive 17A

12.2 Dresden Cemetery – New Trerice Range (old portion) and New Cemetery Section

12.3 Bothwell Cemetery – Ranges 25 – 33 and Highway Range

WHEREAS it is deemed expedient to provide for the regulations of the municipally operated Cemeteries in the Municipality of Chatham-Kent.

AND WHEREAS there are cemeteries known as Bothwell Cemetery, Bothwell; Dresden Cemetery, Dresden; Evergreen Cemetery, Blenheim; Maple Leaf Cemetery,

Chatham; Riverview Cemetery, Wallaceburg; Sherman Cemetery, Thamesville and all other municipal abandoned, pioneer or otherwise cemeteries.

AND WHEREAS the above-mentioned cemeteries are licensed to act as cemeteries in accord with the *Funeral, Burial and Cremation Services Act, 2002*, S.O. 2002, c.33.

AND that these bylaws are the rules and regulations that govern the above-named cemeteries and have been approved by the Registrar of The Bereavement Authority of Ontario.

BE IT THEREFORE ENACTED by the Municipal Council of The Corporation of the Municipality of Chatham-Kent as follows:

PART I- DEFINITIONS

The following terms shall have the following corresponding definitions:

Burial: The opening and closing of a Lot or Grave (inground) for human remains or cremated human remains.

By-law: The rules and regulations under which the Cemetery/Cemeteries operate.

Care and Maintenance Fund: As required by provincial legislation, a percentage of the purchase price of each Interment Rights, and set amounts for Monuments and Markers is contributed into an irrevocable Care and Maintenance Fund. Interest earned from this fund is used to provide general care and maintenance at the Cemetery.

Cemetery: Any one or all of, Bothwell Cemetery, Evergreen Cemetery, Maple Leaf Cemetery, Riverview Cemetery, Dresden Cemetery, Sherman Cemetery and all pioneer and abandoned cemeteries under the care and control of the Corporation.

Columbarium: A structure containing individual compartments or Niches for the placement of human cremated remains.

Contractor: Organization or person authorized by the Corporation to provide goods or service to the Cemetery or within the Cemetery property

Corporation: The Corporation of the Municipality of Chatham-Kent.

Crypt: An individual compartment in a Mausoleum for the entombment of human remains.

Entombment: The opening and closing of a Crypt for the placement of human remains.

FBCSA: The *Funeral, Burial and Cremation Services Act, 2002*, S.O. 2002, c.33.

Grave: (Also known as Lot) Any inground burial space intended for the interment of an infant, child, adult or cremated human remains.

Interment Right: The right to require or direct the interment of human remains or cremated human remains in a Grave, Lot, Niche, or Crypt and direct the associated memorialization.

Interment Rights Certificate: A document, issued by the Corporation once the interment rights have been paid in full, specifying the ownership of the interment rights.

Interment Rights Holder: Any person designated to hold the right to inter human remains in a specified Lot, as registered in the Cemetery records.

Inurnment: The opening and closing of a Niche for the placement of cremated human remains.

Lot: For the purposes of this By-law, a Lot is a single Grave space.

Manager: The Manager, Parks and Open Spaces and/or his designate for the Corporation.

Marker: A memorial constructed of bronze or granite, set flush and level with the ground used to mark the location of a burial and installed within the designated marker space.

Mausoleum: A structure or building containing compartments – Crypts or Niches- for the placement of remains or cremated human remains.

Memorial: Markers or Monuments, Columbarium Niche or Mausoleum Crypt fronts, and any other form used to inscribe the names of individuals buried or interred within the Cemetery.

Ministry: The Bereavement Authority of Ontario.

Monument: An upright memorial (above ground), constructed of granite or bronze materials, installed within the designated monument space of a Grave or Lot to mark the location of the burial or Lot.

Monument Base: The portion of the Monument, constructed of granite, set on the concrete Monument foundation to provide stability and protection for the Monument Diestone.

Monument Diestone: Portions of the Monument set on the Monument Base.

Monument Foundation: In-ground concrete foundation equal in size to the Monument Base and has a minimum uniform depth of four feet (4ft.).

Niche: An individual compartment in a columbarium or mausoleum for the entombment of cremated human remains.

Plot: Two or more Lots for which the Interment Rights have been sold as a unit.

Price List: The price list of services and supplies provided by Cemetery.

Purchaser: The individual(s) purchasing the Interment Right, products or services. The Purchaser does not hold or maintain the right to direct Interments, Entombments, dis-interments or memorialization unless they are registered as the Interment Rights Holder(s) and are so named on the Interment Rights Certificate.

Removal: The Removal of human remains, including cremated human remains, from a closed or sealed Grave/Lot, Plot, Niche or Crypt.

Part II - GENERAL INFORMATION

2.1 Hours of Operation

- a) Cemetery Grounds Visitation Hours: Interment Rights Holders and the general public can visit the Cemetery grounds during daylight hours.
- b) Office Hours: Cemetery Office located at 25 Creek Road, Chatham, N7M 0L1, hours of operation, Monday – Friday, 8:30 am to 4:30 pm, Phone: (519) 360-1998
- c) Burial Hours: Burials are permitted between hours of 8:30 a.m. to 5 p.m. Funerals should be scheduled to be in the Cemetery no later than 3:00 p.m., Monday through Friday. Saturday burials permitted 8:30 a.m. to 3:00 p.m. Funerals should be scheduled to be in the Cemetery by 2:00 p.m. on Saturdays. No burials will take place on Sundays, Christmas Day, New Year's Day and Good Friday.

2.2 Municipal Property

All cemeteries are Municipal owned lands. Interment Rights Holders and public visitors enjoy the use of the Cemetery at their own risk and shall be governed by the following:

- a) Damage to Property: No one may damage, destroy, remove or deface any property in the Cemetery.
- b) Vehicles: Vehicles within the Cemetery shall be driven at a speed not to exceed 10km/hr. At no time shall a vehicle park or drive on the grass or walkways. Owners of vehicles will be held liable for any damaged caused by their drivers or vehicles.
- c) ATV/Snowmobiles: Are prohibited from being operated in the Cemetery.
- d) Improper Conduct: In the sole opinion of the Manager, any person whose actions, conduct, behaviour, or attire disturbs the decorum of the Cemetery, or who violates this By-law may be required to leave the Cemetery.

- e) Pets: All pets must be leashed and under control in the Cemetery. Owners must respect the sanctity of the Cemetery grounds and pick up after their pets.
- f) Soliciting: Canvassing, soliciting, advertising or distributing business cards in the Cemetery is prohibited.
- g) Photographing, filming, or Video-Taping: Photographing, filming, or video-taping of any part of the Cemetery or activity taking place within the Cemetery may only take place with the prior approval of the Manager.
- h) Roller Blades and Skate boards: The use of roller blades and skate boards is prohibited within the Cemetery.
- i) Bicycles: To ensure the safety of our employees and visitors to the Cemetery, bicycles must be operated at a speed less than 10km/hr., in a safe manner that respects the sanctity of the Cemetery. Bicycles may be only operated on Cemetery roads. With respect to all services occurring within the Cemetery, no bicycling is permitted while services are in progress.
- j) Jogging: Jogging is allowed on Cemetery roads and paths. With respect to all services occurring within the Cemetery, no jogging will be permitted while services are in progress.

2.3 Liability for Loss or Damage

The Corporation will not be held liable for any loss or damage, without limitation (including damage by the elements, Acts of God, or vandals) to , any Lot, Plot, Columbarium, Niche, Crypt, Monument, Marker, or other article that has been placed in relation to an interment save and except for direct loss or damage caused by gross negligence of the Corporation.

2.4 Public Access to Information

The Corporation is committed to protecting the privacy of its interment Rights Holders. It collects, uses and discloses personal information as required by governing federal and provincial legislation. It does not rent, sell, or trade personal information lists. Individuals may request their personal information in writing at any time to ensure that is correct and current.

2.5 Notice of Change of Address

Each Interment Rights Holder shall notify the Cemetery office of any change of his/her address. Notice sent to the Interment Rights Holder at the last address according to the Cemetery's record shall be deemed to have been received by him/her five days after mailing by regular letter mail.

2.6 Changes in By-law

The Corporation may, from time to time, change the By-law in order to best serve the interests of its cemeteries and Interment Rights Holders. Public notice indicating pending changes will be posted at the entrance to the Cemetery, placed in a local newspaper and provided to each memorial supplier having dealings with the Cemetery over the previous year. All proposed by-laws are subject to the approval of the Registrar, The Bereavement Authority of Ontario.

2.7 Right to Re-Survey

The Corporation 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.

2.8 Administration

- a) The Corporation reserves full and complete control and management of all assets of the Corporation including but without limiting the generality of the foregoing: land, buildings, plantings, roads, utilities, books and records of the Cemetery and complete authority to administer this By-law.
- b) The Manager shall have custody of the Cemetery under the direction of the Corporation. No interment or disinterment shall take place without notice to and approval by the Manager.
- c) The Manager shall uphold the provisions of the By-law and the **FBCSA**. The Manager has the authority to make final and binding decisions based on the By-law and the **FBCSA**.

2.9 Payments

a) Interment Fees

When an Interment Right needs to be purchased at the time of death, the Cemetery collects the cost of the Right and the opening fees from the family prior to the Graveside service.

b) Forms of Payments

Accepted forms of payment are:

- Cash
- Personal Cheques

- Bank Drafts
- Money Orders
- Interac
- Visa
- MasterCard

c) Time Payments

Cemetery Plots may be purchased over time, without interest, before they are needed through the municipalities Financial Services Section. Payments will be made through monthly Pre-Authorized Debit for either a 12-month term or a 24-month term. An administration fee will be applied with the amount depending on the length of term.

2.10 Contracts for Rights and Service

For the purpose of this By-law, anyone requesting interment rights and/or interment services must sign a contract with the Cemetery, detailing obligations of both parties and acceptance of this By-law.

PART III - SALE AND OWNERSHIP OF INTERMENT RIGHTS

3.1 Ownership of Interment Rights

- Ownership of all Cemetery lands remains vested with the Corporation at all times. Purchaser/Interment Rights Holder(s) acquire only the right and privilege to direct the burial of human remains, and the installation of Monuments and Markers, subject to Cemetery By-law. Until payment is made in full no Burial, Entombment, Inurnment, Monument, Marker or memorialization is permitted.
- The Corporation shall provide each Interment Rights Holder at the time of the sale with:
 - A copy of the contract
 - A copy of this By-law
 - A copy of the Bereavement Authority of Ontario Consumer Information Guide
 - A Receipt
- Upon payment in full a copy of the Interment Rights Certificate within 60 days.

3.2 Cancellation of Interment Rights

- In accordance with the **FBCSA**, a Purchaser has the right to cancel an interment rights contract within thirty (30) days of signing the contract, by providing written

notice of the cancellation to the Cemetery office. The Cemetery office will refund all monies paid by the purchaser within thirty (30) days from the date of receiving the request for cancellation.

- b) After the thirty (30) days, if the rights have been paid in full and an Interment Rights Certificate issues, all rights are then transferred to the Interment Rights Holder(s).
- c) No refund will be issued until the original Interment Rights Certificate has been returned to the Cemetery Office.
- d) If any portion of the interment rights has been exercised, the purchaser, or the interment rights holder(s) are not entitled to cancel the contract or re-sell the interment rights.

3.3 Care and Maintenance Fund

As a requirement under provincial legislation, a percentage of the purchase price of all interment Rights, a prescribed amount for Monuments and Markers is contributed into an irrevocable fund – Care and Maintenance fund. Income from this fund is used to provide only general care and maintenance of the Cemetery. Contributions to the Care and Maintenance Fund are not refundable except when interment rights are cancelled within the 30 day period referred to in section 3.2.

3.4 Declaration of Abandoned Rights

If any Lot is sold and has not been used after a 20-year period, it may be considered abandoned. The Corporation may apply to the Registrar for a declaration that the Interment Rights are abandoned in accordance with the **FBCSA**.

3.5 Size of Lots Per Cemetery

Lot sizes vary for each Cemetery depending on location and type of Lot.

a) Inground

i.	Adult:	Bothwell	9' x 3'
		Dresden	8' x 4'
		Evergreen	9' x 4'
		Maple Leaf/St. Anthony's	10' x 4'
		Riverview	10' x 3'4"
		Sherman	10' x 4'

Maple Leaf/St. Anthony's Cemetery has four exceptions to its adult Lot sizes:

- Chapel Drive 21, Chapel 17A, Section UU and Section ZZ 10' x 3'3"

ii.	Child/Infant:	Evergreen	2' x 4'5"
		Maple Leaf/St. Anthony's	2' x 4'5"

iii.	Cremation:	Bothwell	3' x 3'
		Evergreen	2' x 4'5"
		Maple Leaf/St. Anthony's	2' x 2'
		Riverview	2' x 2'
		Sites around columbaria	3' x 3'

b) Columbaria (Niche):	Dresden	11.5" x 11.5" x 11.5"
	Evergreen	11.5" x 11.5" x 11.5"
	Maple Leaf/St. Anthony's	11.5" x 11.5" x 11.5"
	Riverview	11.5" x 11.5" x 11.5"

c) Maple Leaf/St. Anthony's Mausoleum:		
	Glass Front Niche	11.5" x 11.5" x 11.5"
	Marble Niche	12" x 12" x 12"
	Crypt	32' x 26' x 7'7 1/2"

PART IV - RESALE OR TRANSFER OF INTERMENT RIGHTS

4.1 Resale or Transfer of 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, assume the right to sell or transfer the Interment Rights. Any sale or

transfer of the Interment Rights shall be in accordance with the requirements under the Funeral Burial and Cremation Services Act, 2002 Ontario Regulations (30/11), and this By-law.

The Purchaser or interment Rights Holder(s) are not entitled to resell an Interment Right if any portion of the Interment Right has been utilized.

When ownership of Interment Rights are transferred "Park VI – Memorialization" related to type or quantity of memorials will apply to any lot(s) in the manner that lots were originally purchased.

4.2 Subdivision of an Interment Right

Interment Rights Holder(s) are not entitled to subdivide an Interment Right.

4.3 Arrears

The resale or transfer of Interment Rights may be made only after the Interment Rights have been paid in full and any arrears associated with them are paid in full.

4.4 Required Documentation

a) Endorsement of Resale or Transfer

- i. The Interment Rights Holder is permitted to sell or transfer their non-utilized Interment Rights to another individual provided that:
 - a. The selling price cannot exceed the current amount listed in the Cemetery Price List.
 - b. All re-sales or transfers of Interment Rights must be authorized by and carried out through the Cemetery office.
- ii. The following information and documentation is required to be filed with the Cemetery office before an Interment Rights Holder(s) is entitled to resell or transfer non-utilized Interment Rights to a third party;
 - a. The original Interment Rights Certificate must be returned to the Cemetery
 - b. The Endorsement of Sale or Transfer on the back of the original Interment Rights Certificate is required to be completed in full, or;
 - c. If the Interment Rights Certificate does not contain a Rights Holder (s) Endorsement of Sale or Transfer on the back of the original Interment Rights Certificate, the Rights Holder(s) are required to obtain a Rights

Holder(s) Endorsement of Sale or transfer document from the Cemetery office

- d. The Rights Holder(s) registered on the Cemetery records will sign the Endorsement of Sale or Transfer document confirming their intention to sell or transfer their right, title and interest in the Interment Rights to a third party transferee.
- e. The Rights Holder (s) will also certify that the Interment Rights are not being transferred to a third party transferee for an amount greater than the value of the Cemetery Price List at the time the sale or transfer is registered:
 - i. The Rights Holder(s) must confirm to the third party transferee that they have paid the Corporation an administration fee (as listed on the Cemetery Price List in effect at the time of sale or transfer) to complete the re-sale or transfer of the Interment Rights.
 - ii. The existing Rights Holder(s) must provide a copy of the current Cemetery By-law to the third party transfer and explain the third party transferee's rights for the Interment rights to the third party transferee, as outlined in this By-law.

b) Acknowledgement of Transferee

- i. The third party transferee must complete and sign the Acknowledgement of Transferee(s) section of the Endorsement of Sale or Transfer document, providing the transferees name, address and contact information:
 - b. confirm they have received a copy of the current Cemetery By-law;
 - c. acknowledge the number of Graves that remain available;
 - d. indemnify the Corporation for any misrepresentation by the Interment Rights Holder(s)
- ii. Once the third party transferee has signed the Endorsement document, the completed document, along with the original Interment Rights Certificate will be returned to the Cemetery office. Should the Interment rights Holder not be able to locate the original Interment rights Certificate the Interment Rights Holder must verify ownership of the Interment Rights through legal documentation and proof of Identity. Once this is completed the Cemetery office may issue a duplicate Interment Rights certificate. The Cemetery may charge an administration fee for the issuance of a duplicate certificate in accordance with the price listed on the current Cemetery Price List.

c) Cemetery Operator Acknowledgement And Acceptance of the Resale

i. The completed Endorsement of Sale or Transfer document will then be returned to the Cemetery office for registration. The Cemetery will:

a. Review the completed Endorsement document to ensure all information has been completed in full. If the Endorsement certificate has been completed in full and all fees paid, the Cemetery will:

- i. Register the re-sale or transfer on the Cemetery records.
- ii. Provide the Interment Rights Holder(s) selling the Interment Rights with a copy of the completed endorsement document.
- iii. Provide the third party transferee(s) with a copy of the completed endorsement document.
- iv. Issue a new Interment Rights Certificate to the third party transferee.

d) Transfer by Will or Bequest

In cases of transmission of ownership of Interment Rights, by Will, bequest or operation of succession laws, the person seeking to be named as owner, or their representative, shall be required to prove ownership rights in accordance with the Corporation's Interment Rights Policy, as amended from time to time.

PART V - BURIALS

5.1 Authorization, Information and Documents Required for a Burial

For each Burial or Entombment of human remains/ cremated remains, the Purchaser or Rights Holder(s) must enter into a Contract, providing such information as may be required by the Corporation and the public register.

- a) Written Permission of Interment Rights Holder: All interments must be authorized in writing by the Interment Rights Holder, except the interment of the Interment Rights Holder(s). Authorization shall be in the form of a "Letter of Permission" or an "Interment Authorization" form provided by the Corporation. When Interment Rights are jointly held, authorization must be obtained from all Rights Holder(s). Should the Interment Rights Holder(s) be deceased, authorization must be provided in accordance with the Corporation's Interment Rights Policy, as amended from time to time.
- b) Proof of Registration of Death: A Burial Permit issued by the Registrar General or equivalent document showing the death has been registered must be provided to the Cemetery office on the day of the Burial. A Certificate of Cremation must be

submitted to the Cemetery office before a burial of cremated remains may take place.

- c) Information Required: For each Burial, Entombment or Inurnment of human remains, the Purchaser or Rights Holder must provide such information as required by the Corporation to maintain an up to date and accurate register in accordance with provincial legislation.
- d) Payment: Payment must be made in full prior to any Burial, Entombment, or Inurnment.
- e) Authorization of Social Services Agency: Written instruction from a social services administrator must be submitted to the Cemetery office before a Burial assisted by a Social Services Agency may take place.

5.2 Notice Of Burial

The Cemetery office shall be given at least sixteen (16) regular business hours of notice for each Burial.

5.3 Opening and Closing of Lots

- a) The opening and closing of Graves, Crypts and Niches may only be conducted by staff of the Corporation or those designated to do work on behalf of the Corporation.
- b) To ensure safe conditions are maintained at all times, families wishing to observe the closing of a Lot, Plot, Crypt or Niche shall remain a minimum of 10 metres from the opening, or a distance as designated by the Manager.
- c) 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 Corporation's control, a Burial cannot be made at the scheduled time, the Corporation reserves the right to establish a temporary set up, and the Burial shall be completed as soon as possible at a later time.
- d) The Corporation retains the right of passage over every Lot or Plot so that Cemetery operations may be performed effectively.
- e) The Corporation retains the right to temporarily relocate a monument or marker so that Cemetery operations involving and closing of a Lot or Grave may be performed.
- f) The opening of a Lot or Grave for Burial may necessitate the temporary mounding of earth on adjacent Graves. The Corporation reserves the right to determine the location for the temporary mound and will make reasonable efforts to restore adjacent Graves to the original condition as soon as possible following the closing of the Grave.

- g) Funeral flowers, delivered to the Cemetery at the time of Burial, will remain on the Lot or Plot for a minimum of 7 days and will be removed at any time thereafter and disposed of by the Manager.

5.4 Allotted Number of Burials Per Lot

- a) Adult Lot may contain:
 - v. A casket containing the human remains of one person and up to two (2) cremated human remains over the casket without an urn vault; or
 - vi. The cremated human remains of four (4) persons, with or without urn vaults.
- b) All full burials will be at single depth.
- c) A Cremation Lot will hold one (1) cremated remain unless otherwise designated.
- d) A cremation vault is not permitted unless there is room to allow at least 12" clearance from the ground to the top of the vault when interred.
- e) Child/Infant Lot may contain:
 - i. the human remains of a child and,
 - ii. the cremated remains of two (2) persons without an urn vault provided that the remains of the child was already interred
 - iii. notwithstanding, the burial of cremated remains will not be permitted if there is deemed to be insufficient depth or a risk of disturbing the child burial

5.5 Outer Containers

Caskets enclosed in a container must be sealed securely and of sufficient strength to permit burial with the container remaining intact. The container must be of a size to permit burial within the size of the Lot.

5.6 Entombment in Crypt or Inurnment in Niche

- a) A single Crypt may hold only one (1) casket containing the human remains of one person. Cremated human remains are not allowed to be entombed with the deceased inside or outside the casket.
- b) No more than two (2) cremated remains shall be permitted in a single Niche.

5.7 Closed Caskets or Containers

- a) Remains must be delivered to the Cemetery for Burial in a closed casket or container. Under no circumstances may an employee of the Corporation open or close a casket or container.
- b) Cremated remains must be delivered to the Cemetery for Burial in a closed cremation urn or container. The cremated remains will be buried in the cremation urn or container received by the Cemetery.

5.8 Scattering Cremated Remains

Scattering of cremated remains is not permitted.

5.9 Requirements for Removal of Caskets, Containers or Cremated Remains

- a) Human remains may be removed from a Lot, Plot, Crypt or Niche provided written consent of the Interment Rights Holder(s) have been received by the Cemetery office.
- b) A certificate from the local medical officer of health must be received at the Cemetery office before a removal of casketed human remains may take place. A certificate from the local medical officer of health is not required for the removal of cremated remains.
- c) Removals may be also ordered by certain public officials without the consent of the Interment Rights Holder(s) and or next of kin.
- d) The Corporation will not be responsible for damage to any casket, container or urn which occurs during the course of removal. The condition of any cremation urn or cremation container disinterred may be unstable, in which case, a replacement urn may be required at the expense of the party authorizing the removal.
- e) The Corporation may require any casket, outer container, cremation urn or cremation outer container that has been replaced to be removed from the Cemetery for disposal. All costs shall be borne by the party authorizing the removal.
- f) The Corporation reserves the right to disallow any witnessing of the Removal if the Manager determines in his/her sole discretion that the health or safety of anyone present may be at risk.
- g) Removals will be completed at a day and time designated by the Manager.

5.10 Contagious Diseases

- a) It is a legal requirement that the Corporation be notified that a death is a result of contagious disease, prior to arrangements being made for the Burial.

- b) In the event that a contagious disease has been confirmed, the Corporation reserves the right to adhere to recognized Health and Safety practises.
- c) The Corporation may designate the hour and manner in which Burials, Entombments and Inurnments may be made in the event of a contagious disease.
- d) The human remains of persons who have died from contagious diseases may be removed only with the consent of the local medical officer of health or other public official having authority.
- e) Human remains of persons who have died from contagious diseases will not be accepted for temporary storage.

5.11 Pets or Other Animals

Only human remains shall be buried or entombed in the Cemetery.

5.12 Forensic Evidence

Remains under the care of the Coroner's office released for burial shall be treated as human remains and buried accordingly.

PART VI - MEMORIALIZATION

6.1 General

- a) Unstable Memorials: Should any memorial or private mausoleum present a risk to public safety because it has deteriorated to the point of becoming unstable. The Corporation shall do whatever it deems necessary by way of repairing, resetting, or laying down the memorial or private mausoleum or any other remedy so as to remove the risk.
- b) Removal of Memorials: The Manager may remove a Marker and/or Monument from any Lot or Grave, inscription from a Columbarium Niche or Mausoleum Crypt if payment of the contract for the Marker, Monument or inscription is in default. Markers, Monuments or inscriptions purchased by anyone other than the Interment Rights Holder(s) may be removed by the Manager upon the written request of the Interment rights Holder(s). The Manager reserves the right to remove at its sole discretion any Marker, Monument, or inscription which is not in keeping with the dignity and decorum of the Cemetery.
- c) Moving Corner Posts or Number Markers: Only the Manager or person(s) authorized by the Manager may move corner posts or number Markers.

- d) Inscriptions: No inscription is allowed on the backside of monuments unless burials are on both sides of the monument. All inscriptions, etchings and photographs will be in keeping with the dignity and decorum of the Cemetery.
- e) Installation: No monument, footnote, marker or memorial of any kind shall be installed, placed, moved, altered or removed without permission from the Manager.
- f) Care and Maintenance: Every person installing a monument or marker in the Cemetery shall pay the prescribed amount set out for monuments as directed by the **FBCSA** into the Care and Maintenance fund.
- g) Liability: The Cemetery owner will take reasonable precautions to protect the property of interment rights holders, but it assumes no liability for the loss of, or damage, any monument, marker or other structure, or part thereof.

6.2 Monuments

- a) Materials: All Monuments shall be constructed of granite and/or bronze material unless otherwise approved.
- b) Book or Pillow Markers: No book or pillow makers are allowed in the Cemetery.
- c) One Monument Per Lot/Plot: Only one Monument shall be erected on a Lot/Plot. A monument cannot be erected on a cremation lot or infant lot.
- d) Monument Location: Monuments shall be centred at the head of the Lot/Plot in the designated Monument Space unless otherwise designated.
- e) Monument Foundations: Concrete Monument Foundations are required to maintain the stability of all monuments. Foundations must be poured to a uniform depth of four feet in the designated Monument Space at the expense of the purchaser. Exception being Maple Leaf Cemetery, Chapel Drive 8, 9, 14 and 15 which have pre-poured concrete base common to all Lots. The cost of the said concrete base shall be recovered from the purchaser of the Lots in addition to the Lot sale price.
- f) Candle Holders and Vases: Candle holders and vases may constitute part of the monument. Candle Holders must be made principally of bronze or stainless steel with tempered, heat resistant glass or plastic. Flower Vases may be made of granite, bronze, zinc or die cast aluminium. Candle Holders or vases must be mounted on the ends of the base of the monument.
- g) Monument Diestones: Shall not exceed the following dimensions:

i. Single Lot (Maximum)

	Centimeters	Inches
Height	91.44	36

Width	76.20	30
Thickness	35.56	14
Min. Thickness	15.24	06

Note: Due to varying Lot sizes in Dresden and Bothwell, some areas require two full Lots before an upright monument can be installed.

ii. Two Grave Plot (Maximum)

	Centimeters	Inches
Height	122.92	48
Width	142.24	56
Thickness	35.56	14
Min. Thickness	15.24	08

iii. Three Grave or More Plot

	Centimeters	Inches
Height	122.92	48
Width	183.00	72
Thickness	35.56	14
Min. Thickness	15.24	10

iv. Child Lot

	Centimeters	Inches
Height	60.96	24
Width	45.72	18
Thickness	30.48	12
Min. Thickness	35.56	04

h) Monument Bases: Monument Die Stones must be installed on a granite base. The height of the base shall be a minimum of 20.3 centimetres (8 inches) to a maximum not to exceed 30.48 cm (12 inches). The top surface of the base must be both wider and longer than the die in order to provide a minimum border of 5.08 centimetres (2 inches) of the base exposed on all sides. Bottoms of the base shall be smooth.

Height – Base	20.50 centimetres (8 inches)
Border	5.09 centimetres (2 inches)

Maximum width of the Monument Base is conditional upon the width of the Lot/Plot(s) on which it is installed and the overall size of the Monument. No base shall be closer than 7.6 centimetres (3 inches) to the width side-lines of the Lot/Plot on which it is to be installed.

i) Inserts and Emblems: Inserts and emblems (exclusive of pictures, etchings and photographs) made of bronze, granite or stainless steel is permitted on Monuments and must be attached by means of pins or clips.

- j) Pictures, Etchings and Photographs On or Around Monuments: Pictures or photographs must be manufactured in permanent, weather resistant material. Pictures, etchings or photographs of non-permanent material may be removed and disposed of by the Corporation without notification.

The Corporation does not accept any responsibility of liability for the picture, photograph or Monument should a picture or photograph become lost, faded, cracked, damaged or need to be removed.

6.3 Marker

- a) Marker Materials: All Markers must be made of bronze or granite material.
- b) Types of Markers: The Cemetery may specify certain Lot or Graves on which only bronze Markers or granite Markers may be installed.
- c) Setting of Markers: All Markers shall be set flush with the ground.
- d) One marker in addition to the monument: 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 60.96 cm (24in) by 45.72 cm (18 in).
- e) Size of Markers: Unless otherwise specified on the Interment Rights Contract, the following maximum size of Markers shall apply:
- i. Adult
 - Single Lot – shall not exceed 60.96cm (24in) x 45.72cm (18in);
 - Double Lot Max – shall not exceed 122.92 cm (48in) x 45.72 cm (18”)
 - ii. Infant/Child/Cremation
 - Single Grave – shall not exceed 40.64cm (16in) x 25.4cm (10in);
 - Double Lot Max - shall not exceed 91.44 cm (36in) x 40.64cm (16in);
- f) Bronze Marker Bases: Bronze Markers must be attached to a concrete or granite base using a minimum of four anchor lugs prior to installation. Concrete bases must be no less than 10.16cm (4in) and no greater than 15.24cm (6in) in thickness. Granite bases must be no less than 7.62cm (3in) and no greater than 15.24cm (6in) in thickness. Granite bases cannot exceed the size of the bronze Marker by more than 5.08cm (2in) on all sides.
- g) Photographs on Markers or Vases: Due to the danger of becoming damaged or broken, picture or photograph attachments are not permitted on Markers set flush with the ground or on vases.

PART VII - CARE AND PLANTING ON LOTS

7.1 General Care of Cemetery Grounds:

- a) The Care and Maintenance portion of the Interment Right purchase is trusted in a fund. Interest income from the fund is used to offset cost to maintain and preserve the Cemetery grounds. An example of routine maintenance services covered by the Care and Maintenance Fund include:
 - Re-levelling and seeding of Lots or Graves
 - Maintenance of Cemetery roads, sewers and water systems
 - Maintenance of perimeter walls and fences
 - Maintenance of Cemetery landscaping
 - Maintenance of mausoleum and columbarium
 - Repairs and upkeep of Cemetery maintenance buildings and equipment.
- b) To the extent that income from the Memorial Care and Maintenance Fund permits, the Corporation will stabilize, and secure Markers and Monuments within the Cemetery.

7.2 Trees, Shrubs and Flowerbed Maintenance

- a) Pruning of trees and shrubs and maintenance of flowerbeds for Graves and Lots is not looked after under the general care and maintenance of the Cemetery. Flowerbed maintenance, pruning, fertilizing, watering, etc. are the sole responsibility of the Interment Rights Holder(s).
- b) The trimming and removal of trees and shrubs on individual Lots or Graves can be requested through the Cemetery Office for a fee.
- c) Should plant material become unsightly, neglected, overgrow the Monument, or infringe on an adjacent Lot or Grave, the plant material may be removed by the Corporation.
- d) Interment Rights Holder(s) understand that plant material may have to be removed to facilitate a Burial within a Lot, or Grave. The Corporation will make reasonable efforts to preserve and reinstall the plant material, but does not assume any responsibility or liability in this regard.

7.3 Planting Restrictions

- a) Unless otherwise specified on the Interment Rights Certificate, dwarf evergreens, shrubs and flowerbeds may be planted in the designated Monument Space. All trees and shrubs are subject to the approval of the Manager before planting. They must be kept trimmed and maintained.

- i. Dwarf evergreens are permitted only on Lots with an upright monument and only if space permits may they be planted at the side(s) of the monument. They cannot exceed the width of the Lot.
- ii. Height of shrubs or ornamental trees shall not exceed the height of the monument installed on the Lot.

- b) Plant material should be chosen carefully to ensure that it will not overgrow the perimeter boundaries of the Monument Space. The Corporation reserves the right to dedicate areas as no planting areas within the Cemetery.

7.4 Size of Flowerbeds

- a) Flowerbeds are placed in front of the monument only. Size shall be to a maximum depth of 12 inches from the base of the monument. The bed is not to exceed the width of the monument base. Flowerbeds are prohibited on flat marker Graves.
- b) Garden borders or fencing is not allowed. (see PART VIII, Prohibited, Section 8.2(vii))

PART VIII – ITEMS ON LOTS – PROHIBITED AND PERMITTED

8.1 General

- a) The Cemetery is committed to creating a dignified resting place for the community. Permitted articles must be placed within the designated planting area of the Lot.
- b) The Corporation reserves the right to regulate articles or structures placed on Lots not appropriate to the decorum of the Cemetery or:
 - i. pose a threat to the safety of all Interment Rights Holders, visitors and employees
 - ii. prevent the Cemetery from performing general Cemetery operations
 - iii. are not in keeping with the dignity and decorum of the Cemetery

8.2 Prohibited

- a) Prohibited articles will be removed and disposed of without notification.
- b) To assist Interment Rights Holders, the following is a sample of articles that are prohibited from being placed on Lots within the Cemetery, but does not represent a complete list of such articles:

- i. Articles made of hazardous materials such as non-heat resistant glass (excludes glass attached to monuments), ceramics, or corrosive metals
- ii. No glass containers of any kind
- iii. Loose stones or sharp objects of any material
- iv. Solar lights or Shepherd's Hooks for hanging plants
- v. Items not consistent with the decorum of a Cemetery such as novelty and memorabilia

Examples of these items include:

- action figures, garden figurines, garden nostalgia stones, toys, flags, light posts, balloons, sports memorabilia and equipment, trophies, lawn ornaments, party decorations, wind chimes, bird houses, themed seasonal house decorations (e.g. Halloween, Christmas, St. Patrick's Day, Easter)
- vi. Articles such as wood, pottery, plastic, metal and fabrics are not allowed. These materials degrade under weather conditions and deteriorate to become unsightly, dangerous or hazardous to Cemetery staff or visitors and will be removed by the Cemetery (e.g. wooden crosses, hanging lanterns)
 - vii. In order to facilitate Cemetery maintenance and operations, borders, fences, railing, walls, cut stone coping are prohibited
 - viii. Hanging baskets or plants are prohibited within the Cemetery

8.3 Permitted

- a) Fresh cut flowers and potted plants are allowed on Lots/Plots. At such time they become withered or unsightly they will be subject to removal. Fresh cut flowers or potted plants are not allowed in the mausoleum as they are a source of insect activity.
- b) Artificial wreaths are allowed November 1st. to March 31st. Articles left on Lots after April 1st will be subject to removal and disposition by the Cemetery.
- c) Monument saddles deemed in a deteriorated state will be removed, kept for thirty days and disposed of if not retrieved.

8.4 Responsibility

- a) Items placed on Lots are the sole responsibility of the Interment Rights Holder(s). The Corporation is not responsible for the loss of or damage to any articles placed within the Cemetery.
- b) Interment Rights Holder(s) should contact the Cemetery office for clarification prior to purchasing or placing an article on any Lot.

PART IX - MAUSOLEUM

9.1 Sealing after Entombment

Only the Corporation may open and seal Crypts for Entombments or Niches for Inurnments.

9.2 Witnessing an Entombment

The Entombment of remains may be observed by those present at the funeral service. For safety reasons the Manager reserves the right to limit number of individuals present and distance from the Crypt.

9.3 Inscriptions, Adornments and Pictures

a) Crypts

To ensure uniformity the Corporation reserves the right to inscribe, install and restrict the size and style of all lettering, bronze vases, bronze adornments, bronze emblems, and ceramic pictures within bronze frames on Crypt fronts. Any unauthorized adornment or emblem will be removed without notice and at the expense of the Interment Rights Holder(s). Only Cemetery staff or persons authorized by the Corporation shall remove or alter Crypt fronts.

b) Niches

To ensure uniformity the Corporation reserves the right to inscribe, install and restrict the size and style of all lettering and or plaques. Any unauthorized adornment or emblem will be removed without notice and at the expense of the Interment Rights Holder(s). No persons other than Cemetery staff shall remove or alter Niche fronts.

9.4 Floral Tributes

a) For Funeral Service

No more than three (3) family pieces from the funeral will be allowed inside the mausoleum at the time of the funeral. They will be removed after five (5) days or less, pending weather conditions.

b) Any Other Time

Only artificial flowers are permitted and only in the bronze Crypt vase or floral table provided by the Cemetery. Floral tributes must not encroach on adjoining Crypts. Artificial flowers that have become unsightly and artificial plant materials placed on the floor may be removed by the Corporation without notification. Parties wishing to change floral tributes for Crypts located levels 3 – 5 must contact Cemetery office. Private ladders are prohibited from use in mausoleum as they may damage Crypt fronts.

9.5 Items Prohibited From Mausoleum

Unapproved pedestals, tables and chairs, seasonal wreath decorations, live or cut flowers, sprays, memorabilia, urns, candles, vesper lights, greeting cards and non-permanent photos are prohibited. Any articles placed on the floor or ground will be deemed to be prohibited articles, and shall not be allowed in any part of a Mausoleum. Prohibited articles may be removed and disposed without notification.

9.6 Glass Fronted Niches

Glass front Niches may contain only the urn with suitable identification and, space permitting, a personal portrait of the deceased, and a limited number of personal mementos. The Manager must approve all items prior to their placement in the Niche, and must supervise the insertion and/or removal of items into or out of the Niche. The Corporation reserves the exclusive right to open and close the Niche, and requires the written permission of the Interment Rights Holder before the placement or removal of articles within the Niche.

9.7 No Ornamentation

No other form of ornamentation or decoration (temporary or permanent) is permitted to be attached to any niche or crypt.

PART X - COLUMBARIUM

10.1 Capacity and Urns

A maximum of two cremated human remains may be placed in one Niche. Provided the urn is within the dimensions of the Niche. Urns designed to hold cremated remains must be permanent in nature. Temporary cardboard crematorium containers are not

allowed. The Corporation retains the right to approve all urns used for entombment in Niches. All urns must be sealed prior to inurnment.

10.2 Sealing after Inurnment

Only the Corporation may open and seal Niches for Inurnment.

10.3 Niche Inscriptions and Adornments

To ensure uniformity the Corporation reserves the right to inscribe, install and restrict the size and style of all lettering and or plaques. Any unauthorized adornment or emblem may be removed without notice and at the expense of the Interment Rights Holder(s). No persons other than the Cemetery staff shall remove or alter Niche fronts.

10.4 No Ornamentation

No other form of ornamentation or decoration (temporary or permanent) is permitted to be attached to any niche or to the columbarium.

PART XI - CONTRACTOR

11.1 General

This By-law applies to all Contractors and the work they perform within the Cemetery grounds.

11.2 Responsibilities

- a) Ensure that all work be undertaken in strict accordance with all current editions of all health and safety legislated and all applicable acts, regulations, codes, and standards, both general and specific to any work conducted in the Cemetery.
- b) Any contract work to be performed within the Cemetery requires the written pre-approval of the Interment Rights Holder and the Manager before the work may begin. Pre-approval includes but is not limited to: landscaping, delivery and installation of Monuments, Markers, and vaults.
- c) Contractors will conduct their operations to prevent damage to any grounds, turf, shrubs, trees, flowerbeds, Monuments, Markers, vases, or any other article or natural feature in the Cemetery. Contractors shall lay planks on the Lots, or Graves, and paths over which heavy materials are to be moved, in order to prevent damage. Any damage caused by Contractors shall be rectified by the Corporation at the expense of the Contractor.

- d) Contractors will be permitted to complete their work during the following hours: Monday through Friday, 8:00 a.m. to 5:00 p.m. and Saturdays, 8:00 a.m. to 4:00 p.m. Contractors are not permitted to work within the Cemetery during evenings, Sunday or statutory holidays. Contractors shall temporarily cease all operations if they are working within 100 metres of a funeral until the conclusion of the service. The Corporation reserves the right to temporarily cease Contractor operations at their sole discretion if the noise of the work being performed by the Contractor is deemed to be a disturbance to any funeral or public gathering within the Cemetery.
- e) Contractors performing work within the Cemetery are responsible for their actions, conduct, behaviour, and attire. Shirts with sleeves, long pants and CSA approved safety boots must be worn at all times. Contractors who fail to comply with the required attire will be asked to leave the Cemetery grounds.
- f) Contractors working within the Cemetery must remove all implements, equipment and rubbish from the Cemetery.

PART XII - SPECIAL AREAS

12.1 Maple Leaf / St. Anthony’s Cemetery – Sections UU, ZZ and CD17A

- a) Wards UU and ZZ in the Maple Leaf Cemetery will abide by the following:
 - i. All Lots (Graves) are sold as singles.
 - ii. Private flowerbeds, shrubs, personal plantings are not permitted.
 - iii. No upright memorials are allowed in these sections.
 - iv. Only flat granite markers installed at the head of the Grave are allowed.
 - v. Concrete borders on markers not permitted. Markers must be 4 inches (10.2 cm) thick. Approved sizes as follows:

	Centimetres	Inches
Single Lot	45.7 x 61	18 x 24
Centered two Lots	45.7 x 91.4	18 x 36
Centered three Lots	45.7 x 91.4	18 x 36
 - vi. One recessed flower vase, installed to be flush to ground, permitted per Grave. Subject to approval.
 - vii. All other items refer to By-law.

- b) Chapel Drive 17A in the Maple Leaf Cemetery will abide by the following:
 - i. Lots (Graves) sold as single Lots, double Plots, triple Plots.
 - ii. One upright monument per Lot/Plot is permitted. (See Section 6.2 for size guidelines.)
 - iii. Shrubs are not permitted.

- iv. Flowerbeds permitted to a maximum depth of 12 inches (30 cm) x the length of the base of the memorial.
- v. All other items refer to By-law.

12.2 Dresden – Old Portion NTR and New Cemetery Section

Within Dresden Cemetery, in the old portion of New Trerice Range (NTR) and the New Cemetery

Sections, all monuments erected after May 4, 1959 must face south and can only be erected if two or more Graves have been purchased together. All head (flat) markers must be flush with the ground.

12.3 Bothwell – Ranges 25 – 33 and Highway Range

Within the Bothwell Cemetery, the following shall apply:

- i. In Ranges 25, 27, 29 and 31 the headstones shall be erected on the East side of the Lot next to the pathway
- ii. In Ranges 26, 28, and 30 the headstones shall be erected on the West side of the Lot next to the pathway
- iii. In Range 32 flat markers only shall be allowed
- iv. In Range 33 the headstones shall be erected on the West side of the Lot next to the driveway
- v. In Highway Range the headstones shall be erected on the North side of the Lot next to Highway No. 2
- vi. Monuments can only be erected if two or more graves have been purchased together. All head (flat) markers must be flush with the ground.

That By-law #60-2011 be repealed.

THIS By-law shall come into full force and effect upon the approval of the Ministry of Consumer Services

READ A FIRST, SECOND AND THIRD TIME, the 21st day of March, 2016

(Original Signed By:)

Mayor – Randy R. Hope

(Original Signed By:)

Clerk – Judy Smith