

THE CORPORATION OF THE TOWNSHIP OF WILMOT

BY-LAW NUMBER 2022-29

Being a by-law to regulate the operation of cemeteries by The Corporation of the Township of Wilmot

WHEREAS section 4(1) of the *Funeral, Burial and Cremation Services Act, 2002*, S.O. 2002, c. 33, as amended (the “**Act**”), prohibits the operation of a cemetery without a licence to do so;

AND WHEREAS section 150(1) of Ontario Regulation 30/11 under the Act, as amended (“O. Reg. 30/11”) permits a cemetery operator to make by-laws governing the operation of the cemetery and, in particular, governing rights, entitlements and restrictions with respect to interment and scattering rights.

AND WHEREAS The Corporation of the Township of Wilmot (the “**Township**”) owns and operates cemeteries within the Township as a licensee under the Act;

AND WHEREAS By-law 2004-28 to maintain, manage, regulate, and control cemeteries in the Township was adopted by the Council of the Township on May 31, 2004 and came into force and effect upon approval of the Bereavement Authority of Ontario;

AND WHEREAS the Council of the Township wishes to pass the subject by-law and to repeal By-law 2004-28 to maintain, manage and regulate cemeteries in the Township, as well as all other by-laws amending same;

NOW THEREFORE BE IT RESOLVED THAT THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF WILMOT ENACTS AS FOLLOWS:

PART 1 SHORT TITLE, PURPOSE AND SCOPE

Short Title

- 1.1 This by-law may be cited as the “Cemetery By-law” and may be referred to internally herein as the “By-law”.

Purpose

- 1.2 This By-law has been enacted to regulate Cemeteries (hereinafter defined) in the Township in order to:
- 1.2.1 protect the Cemeteries and those interred there; and
 - 1.2.2 protect the families of those interred.

Scope

- 1.3 This By-law shall apply to the Cemeteries owned and/or operated by the Township.
- 1.4 This By-law shall not apply to Cemeteries not owned and/or operated by the Township.

PART 2 DEFINITIONS

- 2.1 “**Act**” means the *Funeral, Burial and Cremation Services Act, 2002*, S.O. 2002, c. 33, as amended;
- 2.2 “**Bereavement Authority of Ontario**” means the Bereavement Authority of Ontario which is a government delegated authority administering provisions of the Act on behalf of the Ontario Ministry of Government and Consumer Services;
- 2.3 “**Burial Permit**” means the permit issued by the Division Registrar to allow for the burial of Human Remains in a Cemetery;
- 2.4 “**Care and Maintenance Fund**” It is a requirement under the Funeral, Burial and Cremation Services Act, 2002 (FBCSA) and Ontario Regulation 30/11 and 184/12 (O. Reg. 30/11 & 184/12) that a prescribed amount or a percentage of the purchase price (excluding tax) of all interment and scattering rights sold, transferred, assigned or permitted; and prescribed amounts for monuments and markers, is contributed into the care and maintenance 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 lots, plots, markers and monuments at the cemetery;
- 2.5 “**Cemetery**” shall have the same meaning as in section 1(1) of the Act;
- 2.6 “**Cemetery Coordinator**” means the Cemetery Coordinator of the Township, or his or her designate;
- 2.7 “**Certificate of Interment Rights**” shall mean the certificate issued by the Township to the Interment Rights Holder;
- 2.8 “**Child/Infant Lot**” means any Lot so designated in the children’s sections of the plan of a Cemetery;
- 2.9 “**Columbarium**” means a structure designed for the purpose of interring cremated Human Remains in Niches or compartments;
- 2.10 “**Consumer Information Guide**” means the guide published by the Bereavement Authority of Ontario for distribution to the public;
- 2.11 “**Contract**” For purposes of these by-laws, all purchasers of interment or scattering rights, or other cemetery supplies and services must receive a copy of the contract they and the cemetery operator have signed detailing the obligations of both parties, and acknowledging receipt and acceptance of the cemetery by-laws, a copy of the Consumer Information Guide and the Price List;
- 2.12 “**Contractor**” means a third party contracted, hired or otherwise retained to perform any work in a Cemetery;
- 2.13 “**Council**” shall mean the Council of the Township;
- 2.14 “**Cremation Certificate**” means a certificate issued by a crematorium confirming cremation of Human Remains;
- 2.15 “**Cremation Lot**” means a Lot in a Cemetery dedicated for cremated remains, such as the cremation sections of Riverside Cemetery, as noted on the map of

Riverside Cemetery attached as **Schedule “A”**;

- 2.16 **“Director”** shall mean the Director of the Parks, Facilities and Recreation Services Department for the Township, or his or her designate;
- 2.17 **“Division Registrar”** shall have the same meaning as in section 1 of the *Vital Statistics Act*, R.S.O. 1990, c. V.4, as amended;
- 2.18 **“Fees & Charges By-law”** means the by-law passed by the Township listing the fees and charges applicable to various goods and/or services provided by the Township that is in force and effect at the time the fee or charge is payable;
- 2.19 **“Human Remains”** means a dead human body or the remains of a cremated human body;
- 2.20 **“Inter”** means the burial of Human Remains and includes the placing of Human Remains in a Lot;
- 2.21 **“Interment Rights”** includes the right to require or direct the interment of Human Remains in a Lot;
- 2.22 **“Interment Rights Holder”** means the person who holds the Interment Rights with respect to a Lot whether the person be the purchaser of the rights, the person named in the certificate of interment or such other person to whom the Interment Rights have been assigned.
- 2.23 **“Lot”** means an area of land in a Cemetery containing, or set aside to contain, interred Human Remains and includes a tomb, crypt or compartment in a mausoleum and a Niche or compartment in a Columbarium and any other similar facility or receptacle;
- 2.24 **“Marker”** means any monument, tombstone, plaque, headstone, cornerstone or other structure or ornament affixed to or intended to be affixed to a burial Lot, mausoleum crypt, columbarium niche or other structure or place intended for the deposit of Human Remains;
- 2.25 **“Niche”** shall mean a sealed compartment in a structure designed for the purpose of interring cremated Human Remains;
- 2.26 **“Plinth”** shall mean a heavy base supporting a statue or vase;
- 2.27 **“Plot”** means two (2) or more Lots in respect of which the rights to Inter have been sold as a unit;
- 2.28 **“Riverside Cemetery”** means the Cemetery owned and operated by the Township and located at 82 Bergey Court, New Hamburg, Ontario, more particularly shown on **Schedule “A”**;
- 2.29 **“Township”** shall mean The Corporation of the Township of Wilmot, which includes its employees, contractors, or agents;
- 2.30 **“Treasurer”** shall mean the Director of Corporate Services/Treasurer or designate for the Township; and,
- 2.31 **“Winter Interment”** shall mean all interments between the 1st day of December in any year and the 30th day of April of the following year;
- 2.32 **“WSIB”** shall mean the Workplace Safety and Insurance Board of Ontario.

PART 3 DUTIES OF THE TOWNSHIP

Duties of the Township

3.1 The Township shall:

3.1.1 receive all monies for:

- (a) the sale of Interment Rights;
- (b) the Care and Maintenance Fund; and,
- (c) the upkeep or care of any Lot, or portion of a Cemetery; and
- (d) the upkeep or care of any Marker.

3.1.2 receive all property:

- (a) given, allocated, bequeathed, or set aside for the upkeep or care of any Lot or portion of a Cemetery;

3.1.3 set aside:

- (a) for the Care and Maintenance Fund, forty percent (40%) of all monies received on the sale of Interment Rights;
- (b) for the Care and Maintenance Fund, all monies received for the placement of Markers as prescribed by the regulations under the Act;
- (c) all other monies received for the Care and Maintenance Fund; and,
- (d) for the purpose of upkeep and care of any Lot or portion of a Cemetery, any monies or other properties given, allocated, bequeathed, or set aside for such purpose and to invest same, subject to approval of the Township, in such securities as may from time to time be authorized by the applicable legislation.

3.1.4 To receive and transfer to the credit of the Riverside Cemetery, all interest received from the Care and Maintenance Fund investments and all interest and other income from monies invested or from other property given, allocated, bequeathed, or set aside for the purpose of the upkeep and care of any Lot or portion of a Cemetery.

Duties of Township Staff

3.2 It shall be the duty of the Township's Parks and Facilities staff under the direction of the Director, to:

3.2.1 carry out all the provisions on this By-law and of the Act;

3.2.2 open all graves in the Cemeteries and close all graves after Interment; and,

3.2.3 attend to the regular and proper maintenance of the Cemeteries.

3.3 It shall be the duty of the Township's Cemetery Coordinator, under the direction of the

Director, to:

- 3.3.1 complete all paperwork required under the Act; and,
- 3.3.2 prepare Certificates of Interment Rights.

PART 4 CEMETERIES

Active Cemeteries

- 4.1 The Township is the owner and operator for the following active Cemetery(ies):
 - 4.1.1 Riverside Cemetery.

Inactive Cemeteries

- 4.2 The Township also owns and/or maintains the following inactive Cemeteries:
 - 4.2.1 Baptist Cemetery – 2514B Nafziger Road;
 - 4.2.2 Berlett's Cemetery – 2502 Berlett's Road;
 - 4.2.3 Christner Cemetery – Christner Road;
 - 4.2.4 Pinehill Cemetery – 2726 Huron Road;
 - 4.2.5 Sheard Cemetery – 1054 Bethel Road;
 - 4.2.6 Stauffer Cemetery – Corner of Tye Road/Bean Road;
 - 4.2.7 Old Baden Cemetery – Snyder's Road, Baden; and
 - 4.2.8 Wilhelm Cemetery – Corner of Sandhills Road and Erb's Road.

PART 5 GENERAL PROVISIONS

Fees and Charges

- 5.1 All persons shall pay the applicable fees and charges set out in the Fees & Charges By-law prior to the commencement of any work, or the provision of any service, or the purchase of any right contemplated in this By-law.
- 5.2 No interment, disinterment, or placement of any type of Marker shall be allowed in any Lot against which there are any unpaid fees or charges.

Public Access to Information

- 5.3 The Township shall collect, use, and disclose personal information as required by governing Federal and Provincial legislation, in particular, the Township shall maintain a public register available for review by the public during regular business hours showing who has been Interred or designated for Interment in the Lot or Plot.

No Work in a Cemetery Without Township Permission

- 5.4 No person shall undertake or perform, or allow to be undertaken or performed, any work in a Cemetery without the written permission of the Township.

Contractor's Responsibilities

- 5.5 No Contractor shall perform any form of work within a Cemetery unless in compliance with the following provisions:
- 5.5.1 The Contractor has written pre-approval of the Interment Rights Holder and the Township prior to the commencement of work;
 - 5.5.2 Where reasonable and possible, a Township staff member should be present during the work being performed by the Contractor;
 - 5.5.3 Work shall be conducted by a Contractor between 7:30 a.m. and 2:30 p.m. Monday to Friday, with all work related clean-up completed by 3 p.m., unless alternative arrangements are authorized by the Cemetery Coordinator prior to commencement of work;
 - 5.5.4 Planks, plywood, runners etc. shall be used by a Contractor when weather conditions call for such use in order to avoid any damage to roads or lawns within a Cemetery;
 - 5.5.5 No Contractor shall carry out any work, or cause work to be carried out, in the vicinity of a funeral or burial service at any time while it is in progress; and,
 - 5.5.6 A Contractor performing any work in a Cemetery must comply with all applicable legislation.

PART 6 SALE AND TRANSFER OF INTERMENT RIGHTS

- 6.1 Interment Rights may only be purchased from the Township at the rate in the Fees & Charges By-law. The cost of Interment Rights shall include the applicable portion for a deposit to the Care and Maintenance Fund.
- 6.2 Purchasers of Interment Rights acquire only the right and privilege of burial of Human Remains, and of installing Markers, subject to the provisions of this By-law.
- 6.3 Each Interment Rights Holder shall be entitled to a Certificate of Interment Rights as issued by the Township. A Certificate of Interment Rights shall only be issued when all applicable fees and charges have been paid as per the Township's Fees and Charges By-law. No Marker shall be placed on any Lot until all outstanding fees and charges have been paid.
- 6.4 A transfer of ownership of Interment Rights is not binding upon a Cemetery until a duly executed transfer has been deposited with the Township. The fee for the transfer of ownership of Interment Rights shall be in accordance with the Fees & Charges By-law. Transfers of Interment Rights shall be in accordance with the Regulation.

- 6.5 Contracts between the Township and the Interment Rights Holder for the purchase of Interment Rights that are cancelled within thirty (30) days of the contract date are subject to a full refund by the Township to the Interment Rights Holder for the amount paid providing no Interment Rights have been exercised on the Lot.
- 6.6 Contributions by the Interment Rights Holder to the Care and Maintenance Fund are non-refundable by the Township after a thirty (30) day period.
- 6.7 The Township shall provide each Interment Rights Holder at the time of sale of Interment Rights, the Township shall provide each Interment Rights Holder with the following:
 - 6.7.1 copy of the contract between the Township and the Interment Rights Holder for the purchase of Interment Rights;
 - 6.7.2 copy of this Cemetery By-Law;
 - 6.7.3 upon payment in full, a Certificate of Interment Rights; and,
 - 6.7.4 copy of the Consumer Information Guide.
- 6.8 An Interment Rights Holder is required to provide the Township with written notice of any change of address within thirty (30) days of such change.

Re-sale of Interment Rights (Lots)

- 6.9 The Interment Rights Holder agrees that Interment Rights may be transferred to a third party by:
 - 6.9.1 returning the Certificate of Interment Rights to the Township;
 - 6.9.2 completing and signing the appropriate transfer documentation; and,
 - 6.9.3 paying the transfer fee as set out in the Fees & Charges By-law.
- 6.10 In the event the Interment Rights Holder is deceased, a copy of their Will and Certificate of Death, along with the appropriate transfer documentation executed by someone with lawful authority, shall be required to transfer an Interment Right.
- 6.11 If Interment Rights are sold to a third party, those Interment Rights cannot be sold for a price greater than the current amount provided in the Fees & Charges By-law.
- 6.12 If Interment Rights are sold to a third party, the Interment Rights Holder will provide to the third-party purchaser:
 - 6.12.1 an endorsed Certificate of Interment Rights;
 - 6.12.2 a copy of this Cemetery By-law;
 - 6.12.3 a written statement that no Interment Rights have been exercised on the Lot; and,
 - 6.12.4 any other documentation in the Interment Rights Holder's possession relating to the Interment Rights.

6.13 If Interment Rights are sold to a third party, the Interment Rights Holder will provide to the Township:

6.13.1 the endorsed Certificate of Interment Rights; and,

6.13.2 any other information required to issue a new Certificate of Interment Rights.

6.14 Upon receipt of the endorsed Certificate of Interment Rights and any other information required to confirm the sale of the Interment Rights to a third party, the Township will issue a new Certificate of Interment Rights to the new Interment Rights Holder upon payment of the transfer fee as per the Fees & Charges By-law.

PART 7 INTERMENTS

7.1 Only the interment of Human Remains shall be allowed in a Cemetery. The interment or placement of animal remains in a Cemetery shall not be permitted.

7.2 To ensure safe conditions are maintained at all times, families wishing to witness the closing of a grave shall remain a minimum of twenty (20) feet from the open grave and stand outside the delineated worksite during the operation of equipment.

7.3 Human Remains must be delivered to a Cemetery for burial in a closed casket or container.

7.4 No interments will be permitted within any Marker.

7.5 The interment of an infant on top of an existing traditional interment is permitted when authorized by the Director.

7.6 Unless otherwise specified on the document for the purchase of Interment Rights, a maximum of one (1) casket and up to two (2) cremated remains may be buried in a traditional Lot, and no more than four (4) cremations will be permitted on a traditional single full-sized adult Lot where no casket is buried.

7.7 No more than two (2) urns containing cremated remains are permitted in any Cremation Lot.

7.8 No person shall scatter, or permit the scattering of, Human Remains in a Cemetery.

7.9 There will be a maximum of two (2) urn placements of human cremated remains in a Columbarium Niche which must be placed with a suitable container that will fit in to the Niche space assigned.

7.10 The Cemetery Coordinator may refuse to place any unsuitable and or oversized container into a Niche space.

7.11 The Cemetery Coordinator or their designate may open and seal Niches for interments, including the inside sealer and the Niche shutter/cover plate.

7.12 No interment will be made at any Cemetery without the written permission of the Interment Rights Holder or his or her authorized representative.

- 7.13 Interments between May 1st and November 30th shall be held between 8:00 a.m. and 3:00 p.m., Monday through Friday, where possible. Interments after 3:00 p.m. weekdays, and any weekend interment is subject to additional fees as per the Fees & Charges By-law.
- 7.14 Winter Interments will be permitted only with the authorization of the Township, or on the order of the Medical Officer of Health of the Regional Municipality of Waterloo. Cost for Winter Interment shall be in accordance with the Fees & Charges By-law and shall be the responsibility of the Interment Rights Holder.
- 7.15 No interment shall take place without a Burial Permit or a Cremation Certificate, as applicable, and such documentation must be presented to the Township staff before the interment can take place.
- 7.16 For each interment, the Cemetery Coordinator shall prepare the contract for the purchase of Interment Rights in accordance with the Act. The contract shall include the name, date of interment, location, record of applicable fees and a copy of the Burial Permit or Cremation Certificate shall be attached.
- 7.17 Township staff shall not be responsible for any error occurring from the lack of precise and proper instructions relative to the location of an interment, nor where such instructions are not given in writing, any such erroneous instructions shall be the sole responsibility of the person giving same.
- 7.18 The Cemetery Coordinator shall be given 48 hours' notice of interment by the Interment Rights Holder, except under special circumstances.
- 7.19 No Lot or vault shall be opened for interment or disinterment by any person not in the employ of the Township except under special circumstances and by permission of the Director.
- 7.20 Funeral processions within a Cemetery shall follow the route indicated by Township staff.
- 7.21 The setting up and removal of artificial grass, lowering devices and other interment accessories at the interment site are the responsibility of the Township staff.
- 7.22 Riverside Cemetery provides burial services for all denominations and where possible cultural practices will be accommodated. For further information, contact township staff to discuss specific needs.

PART 8

DISINTERMENTS

- 8.1 Disinterment shall be subject to the fees and charges as set out in the Fees & Charges By-law.
- 8.2 The disinterment fee includes the opening and closing of the Lot, registration of the interment and earth cover.
- 8.3 Disinterment of Human Remains shall be in accordance with the provisions of the Act.

- 8.4 Disinterment will only be permitted with the written consent of the Interment Rights Holder or person authorized to act on the Interment Rights Holder's behalf and notification to the Medical Officer of Health as required.
- 8.5 In special circumstances the removal of human remains may also be ordered by certain public officials without the consent of the interment rights holder and/or next of kin(s) as per *FBCSA*, Section 102.1.
- 8.6 Township staff shall be present for all disinterment's.
- 8.7 The Township reserves the right to disallow any witnessing of the disinterment if it feels, at its sole discretion, that the health and safety of anyone present may be at risk.
- 8.8 Disinterment will be completed on a day and time designated by the Cemetery Coordinator and may be limited by weather and soil conditions.
- 8.9 If the interment was made without a permanent type of outer case, or should that case be damaged, a new container satisfactory to the Township must be supplied by the Rights Holder for properly and safely transferring the remains.
- 8.10 The Township assumes no responsibility for any damage to any casket, container, urn, vault, or liner that occurs during the course of the disinterment.

PART 9 CARE OF LOTS

Columbarium Niche Inscription

- 9.1 Any person or company contracted to place an inscription on the Columbarium Niche face plate or shutter must be reviewed and approved by the Cemetery Coordinator and shall comply with the following standards:
 - 9.1.1 Letters for the inscription shall not be painted but must be engraved or inscribed in block style and inserted in order that the face of the Niche remains consistent with its original finish.
 - 9.1.2 The placement of any engraved artwork must be located at the upper left-hand side of the face plate/shutter, engraved artwork shall not exceed an area larger than 118 cm² (18 square inches). However, war veterans may also have a poppy engraved on the lower right-hand corner of the faceplate.
 - 9.1.3 The color, design and size of all artwork must be approved by the Cemetery Coordinator before engraving.
 - 9.1.4 The removal of the face plate/shutter for engraving/inscription must not be for a period of longer than 72 hours between Monday and Friday inclusive.
 - 9.1.5 No fraternal or service club insignias will be approved for inscription on any Niche.
 - 9.1.6 The inscription will consist of the names of the deceased, the year of birth and year of death, plus description lines. The Cemetery Coordinator reserves the right to limit the number of lines and number of characters per line, based on the size of the Niche plate. All description lines are to be pre-approved at

the sole discretion of the Cemetery Coordinator.

- 9.1.7 The opening and closing charges for the Columbarium Niche shall be in accordance with the Fees & Charges By-law.
- 9.1.8 Engraving costs for the Columbarium Niche face plate or shutter are not included in the selling price of the Columbarium Niche and are the responsibility of the Interment Rights Holder.
- 9.1.9 No external decoration will be allowed on the wall of, or near, the Columbarium and no photograph cases will be allowed to be attached to the Niche.

General Rules

- 9.2 All Lots sold shall be properly maintained by the Township pursuant to the Act.
- 9.3 Where provision has not been made for Care and Maintenance, annual charges in accordance with provisions of the Act shall be applicable.
- 9.4 No Lot shall be defined or enclosed by a fence, railing, coping, hedge or any enclosure or Markers other than corner posts.
- 9.5 Planting of any trees or shrubs on any Lot in a Cemetery is prohibited. Any unauthorized plantings will be removed without notice by Township staff.
- 9.6 Perennials can be planted by any person where permitted by the Township, however, such plantings must be maintained and not encroach other Lots or exceed the allowable flower bed size pursuant to section 9.15 of this by-law.
- 9.7 If any trees, shrubs, or perennials already situated on any Lot become detrimental to the Lots, drains, roads, walls, or walkway by means of their roots or branches, Township staff may remove such trees or shrubs or parts thereof.
- 9.8 Memorial statues are not permitted on any Lot within Cemetery grounds.
- 9.9 No Interment Rights Owner shall change the grading of a Lot, and in the event of such change, Township Staff may restore the Lot to its original grade at the expense of the Interment Rights Owner.
- 9.10 No Person shall remove sod, move corner posts, or Markers on a Lot without written authorization of the Township.
- 9.11 The Township is not responsible for the loss of, or damage to, any plantings, items or articles placed or left on any Lot.

Flowers

- 9.12 All flowers left after a funeral and containers therefor are to be removed from the Lot within seven (7) days of the interment or they may be removed by Township staff at any point thereafter.
- 9.13 No hanging baskets will be permitted on any Lot.
- 9.14 Flower beds are only permitted on Lots having Markers.

- 9.15 No flower bed shall exceed twelve (12) inches in depth, nor shall it be wider than the length of the base of the Marker on the Lot. Any other planting can only be made with permission and under the supervision of Township staff. Planting of borders around any Lot is prohibited.
- 9.16 Vases, urns and flower stands shall not interfere with the care of the Lots and, if deemed undesirable or unsightly by Township staff, those vases, urns or flower stands may be removed or prohibited by Township staff. No candles, glass, porcelain or breakable containers, or objects are permitted on any Lot. Objects not permitted on a Lot in accordance with the provisions of this by-law may be removed by the Township.
- 9.17 In order to preserve the appearance of Cemetery grounds, artificial flowers, non-perennial plantings, wreaths, or any form of decoration must be removed by October 15th of any calendar year, or they may be removed and disposed of by the Township.

PART 10 MARKERS

- 10.1 No Marker shall be installed on a Lot until all fees and charges, including those for the Care and Maintenance Fund, foundation and installation charges, have been paid in full by the Interment Rights Holder in accordance with the Fees & Charges By-law.
- 10.2 All Markers shall be installed and/or placed under the supervision of the Township staff.
- 10.3 All Markers shall be placed at the top or head of the Lot. In the case where two adjoining single Lots are purchased, a Marker may be centered over the two Lots at the top or head of the Lots.
- 10.4 Only one Marker per single Lot shall be permitted.
- 10.5 Markers shall be free from visible defects with the respect to quality or endurance and no Marker composed in whole or in part of wood or iron shall be erected.
- 10.6 All Markers are to be constructed of granite, though a bronze plate may be added to a Marker.
- 10.7 All bases of Markers must be level on the bottom and the stonework next to the foundation shall have the surface squared, so as to allow full bearing upon the foundation, and no building up or underpinning with spalls or ships shall be allowed.
- 10.8 Plinth's, when installed, shall be installed on bases with a minimum 1" (one inch) border showing on all edges with a maximum height of 1' (one foot). No engraving shall take place on the backside of the Plinth. Plinths created and causing Marker height to exceed 48" may necessitate an additional fee for care and maintenance purposes in accordance with the Fees & Charges By-law. Only one Plinth is permitted per Lot. Final decision on installation of Plinths will be with the Cemetery Coordinator.
- 10.9 Foundations of Markers shall extend not less than five feet (5') below the surface of the ground, shall be level on the top and constructed of concrete by a qualified Contractor under the supervision of Township staff and paid for by the person paying for the installation. No Marker shall cover more than ten (10%) percent of the total area of the Lot or Lots on which it is erected.

- 10.10 Foundations must be as large in area as the base of the Marker, but the Township reserves the right to require a larger foundation, if deemed necessary. Any slabs or Markers shall be level with the sod.

Markers at Riverside Cemetery

- 10.11 In the Riverside Cemetery:

- 10.11.1 upright or flat Markers are only permitted in Sections 1, 2, 4, 6, 7, 8 and the Old Section, Sections A, B, C, D and E of the Holy Family Section and the Children's' Section, as shown on the map of Riverside Cemetery attached as **Schedule "A"**;
- 10.11.2 only flat Markers are permitted in Sections 3, 5 and 7(c), as shown on the map of Riverside Cemetery attached as **Schedule "A"**;
- 10.11.3 only flat Markers are permitted in Sections 3(a) and 5(a), as shown on the map of Riverside Cemetery attached as **Schedule "A"** and may not be larger than 12" (long) x 24" (wide).

Maximum Marker Dimensions

- 10.12 The maximum dimensions of a Marker that can be installed in a Cemetery are outlined in the attached **Schedule "B"**.
- 10.13 Prior to installation of any Marker, scale drawings and dimensions must be submitted to the Township and written approval must be obtained prior to installation.

General Requirements of Markers

- 10.14 All Markers must be safely and adequately fastened to the base as part of the installation process.
- 10.15 A Marker shall be a minimum 6" in thickness to ensure the longevity and stability of the Marker.
- 10.16 A Marker base shall be a minimum 6" in height.
- 10.17 A pillow Marker memorial base shall be a minimum 4" in height.
- 10.18 Marker and pillow Marker memorial bases shall be rock faced in finish.
- 10.19 All Markers shall be delivered to a location designated by Township staff and such Markers shall be set in place by Township staff. The charge for the placing of Markers shall be as set out in the Fees & Charges By-law.
- 10.20 Markers shall be accepted at a Cemetery between April 1st and November 15th in any calendar year. Markers shall be installed within five (5) working days from the date of delivery to the Cemetery, weather permitting.
- 10.21 The installation of all foundations for Markers in a Cemetery shall be the responsibility of the Township. The dimensions and particulars of the required foundation of a Marker shall be submitted in writing to the Township before the erection or installation of a Marker, so that the foundation may be installed in accordance with the requirements

contained within this By-law. Charges for the installation of a foundation and inspection shall be as set out in the Fees & Charges By-law.

- 10.22 The erection or removal of a Marker from a Cemetery shall be supervised by Township staff, unless otherwise authorized by the Township.
- 10.23 No inscription shall be placed on any Marker that is not in keeping with the dignity and decorum of a Cemetery.
- 10.24 No materials for construction or erection of Markers shall be brought into a Cemetery until required for immediate use or be placed on any other Lots without special permission of the Township.
- 10.25 If Township Staff determine that a Marker is in disrepair or in dangerous condition, the Marker shall be removed or laid down on the ground until the proper repairs can be completed.
- 10.26 The Township reserves the right to remove any Marker due to outstanding fees or charges or any Marker that has not been given the approval for placement.
- 10.27 The Township assumes no liability or responsibility for loss of, or damage to, any Marker from any causes beyond its reasonable control.

PART 11

RULES AND REGULATIONS

- 11.1 In addition to the provisions of this By-law, the Director may, at any time, prescribe rules and regulations with respect to Cemeteries which the Township owns and/or operates.
- 11.2 No parades, other than funeral processions, shall be admitted to, or organized within, a Cemetery, without the express written authorization of the Township.
- 11.3 Children under the age of twelve (12) years are not admitted to the grounds except in the care of an adult, who shall be responsible for their conduct.
- 11.4 Vehicular traffic is prohibited from the Cemetery from December 1st to April 30th.
- 11.5 No person shall, at a Cemetery:
 - 11.5.1 take flowers, plants or other materials from Lots or graves;
 - 11.5.2 pick any flowers, either wild or cultivated;
 - 11.5.3 break any tree, shrub, or plant; or,
 - 11.5.4 write upon, deface or damage any Markers or fences.
- 11.6 No person shall disturb the quiet and good order of a Cemetery through noise or other improper conduct.
- 11.7 Any person who violates any of provisions of this By-law or the rules and regulations prescribed by the Director with respect to a Cemetery may be immediately expelled from a Cemetery.

PART 12 OTHER

Soliciting

- 12.1 Soliciting of any kind is prohibited in a Cemetery, except for the placement of identifying memorialist tags. Such tags shall be placed at the rear bottom edge of a Marker, between the die and base. The tag shall be black in colour, and the exposed area of the tag shall not exceed 6.37 cm (2.5 inches) wide and 2.56 cm (1.0 inch) in height. Tags will only be permitted on upright Markers.

Township's Rights

- 12.2 The Township may, for any portion of a Cemetery where Interment Rights have not been sold, at any reasonable time:
- 12.2.1 resurvey or alter any un-sold Lot or Plots;
 - 12.2.2 construct a building or structure;
 - 12.2.3 layout, establish, close, eliminate, or otherwise modify or change the location or roads, walks or drives; or,
 - 12.2.4 create or remove easements and rights of way over and through a Cemetery for the purpose of installing, maintaining, or operating utility or communication lines, drains, irrigation systems, or for any other Cemetery purpose.

Conflict

- 12.3 In the event the provisions of this By-law are inconsistent with the provisions of the Act or the Regulation, the provisions of the Act or the Regulation shall prevail.

Severability

- 12.4 The terms and provisions of this By-law shall be severable, and should any term or provision be found by a court of competent jurisdiction to be legally unenforceable, inoperative or invalid, the remainder of the By-law shall continue to be in full force and effect.

Liability for Loss or Damage

- 12.5 The Township assumes no liability or responsibility for the loss of, or damage to any Lot, grave, Marker or any article that may be placed on a Lot, grave, or Marker from any causes beyond its reasonable control, except for damage to any Lot, grave, or Marker, caused by the Township or its employees or agents, in the course of performing Cemetery maintenance. This liability to be limited to the cost of a reasonable repair.
- 12.6 In the case of damage caused by the Township leading to loss of, or damage to any Lot, grave, Marker, or any article the Township shall have the first opportunity to make a reasonable effort to correct the damage and no damages are payable in the case of a reasonably successful repair performed by or for the Township.

**PART 13
PENALTIES**

- 13.1 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 or penalty as provided for in the *Provincial Offences Act*, R.S.O. 1990 c.P33, as amended.

**PART 14
REPEAL**

- 14.1 By-law No. 2004-28, as well as all other by-laws amending same, are hereby repealed.

**PART 15
EFFECTIVE DATE**

- 15.1 This By-law shall come into force and effect on the date it is passed by the Council of the Township and approved by the registrar, pursuant to section 151 of the Regulation.

Read a first and second time this ... day of, 2022.

Read a third and final time and passed this ... day of, 2022.

Mayor Les Armstrong

Clerk

APPROVED	APPROUVÉ
By the Registrar, Funeral, Burial and Cremation Services Act, 2002, Bereavement Authority of Ontario	Par le Registraire, 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
Date: <u>June 1, 2022</u>	

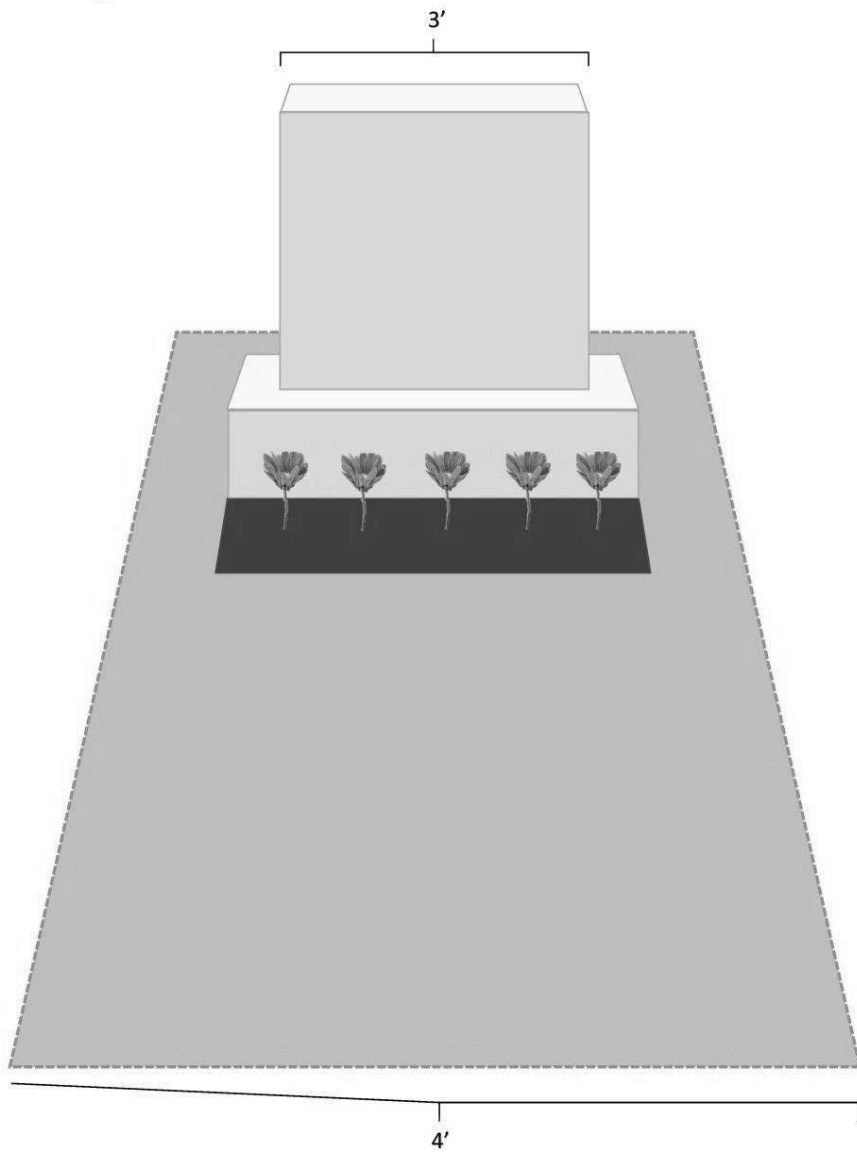
SCHEDULE "A"

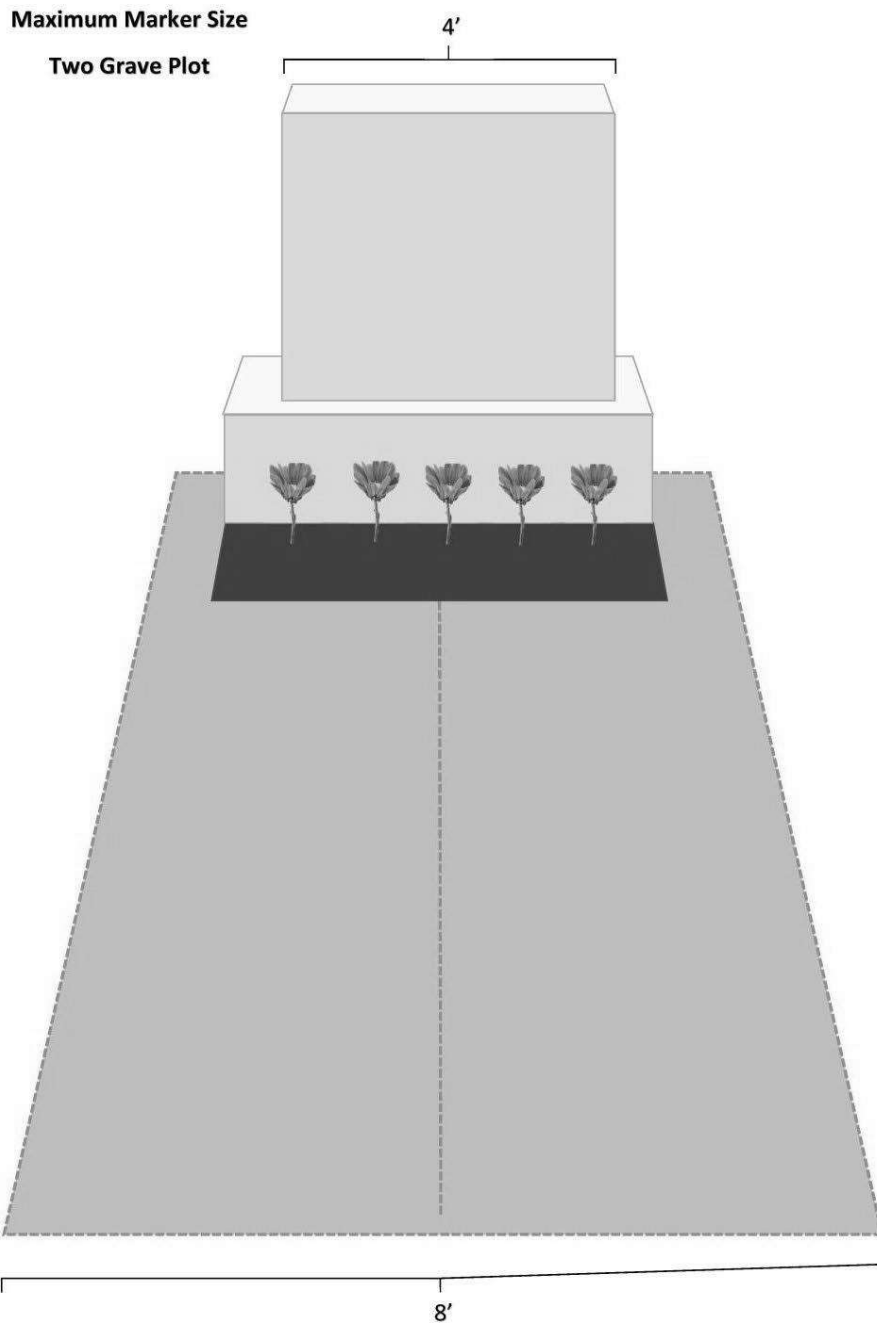
MAP OF RIVERSIDE CEMETERY



SCHEDULE "B"
MAXIMUM MARKER DIMENSIONS

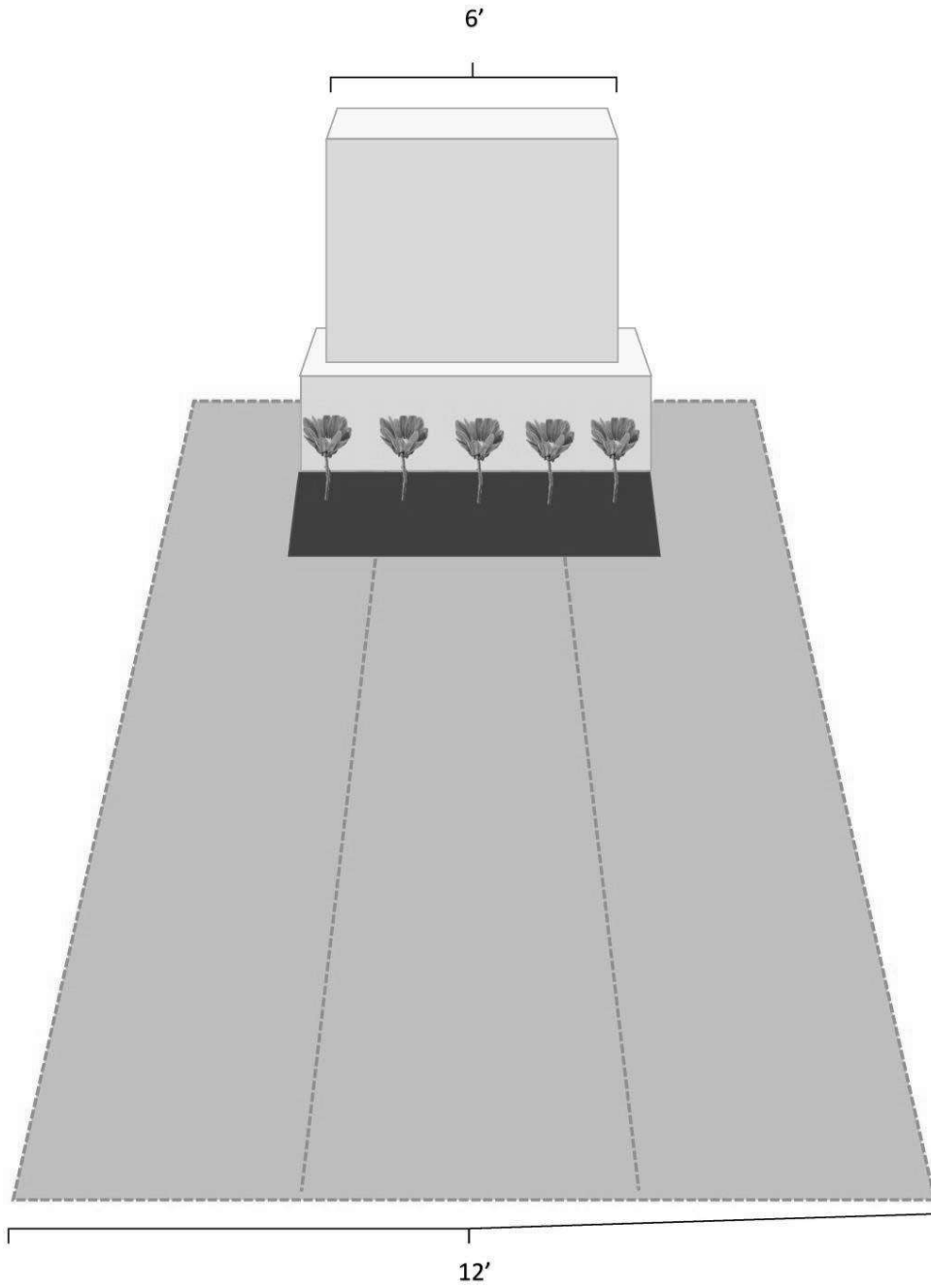
Maximum Marker Size
Single Grave



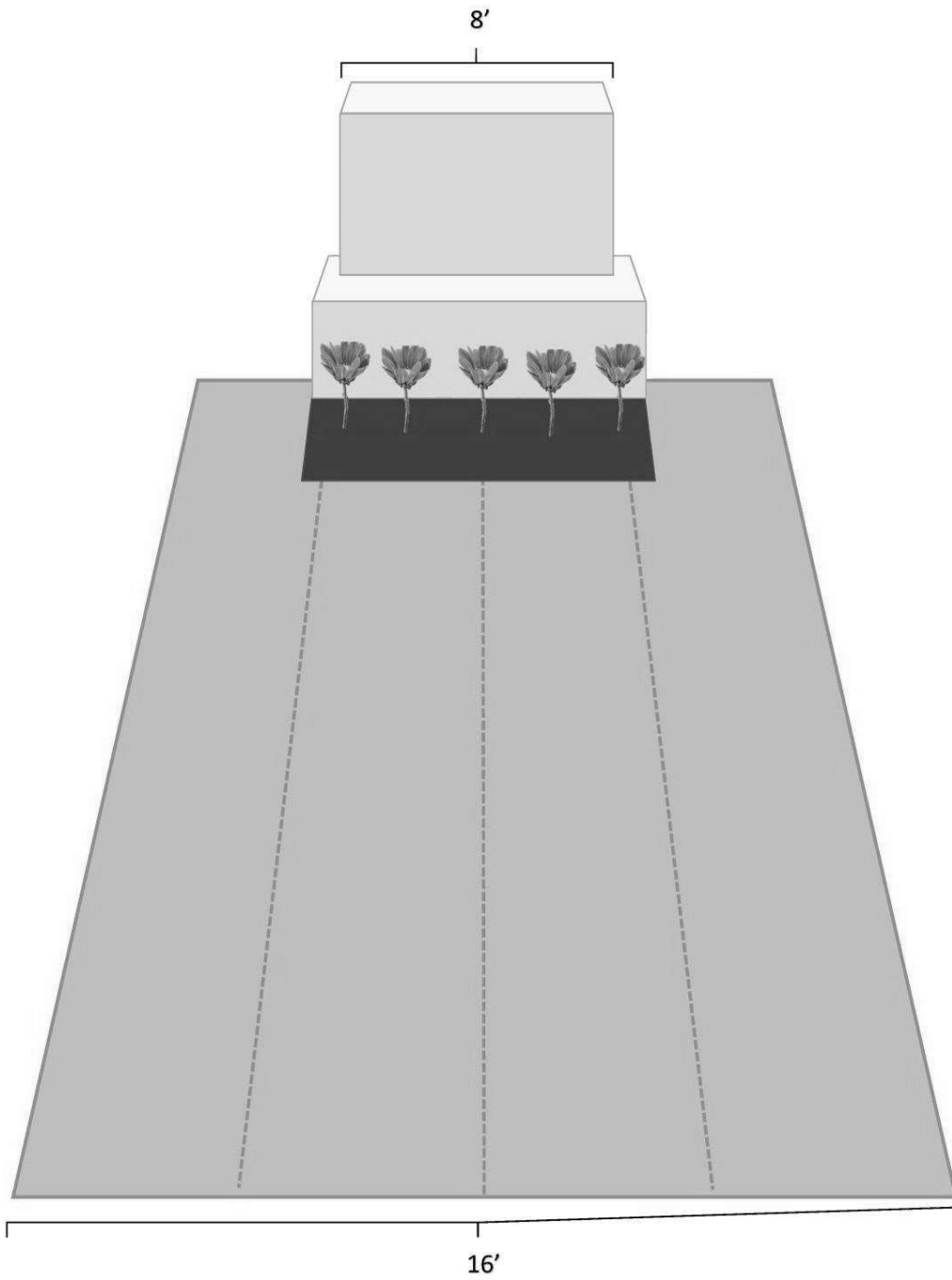


Maximum Marker Size

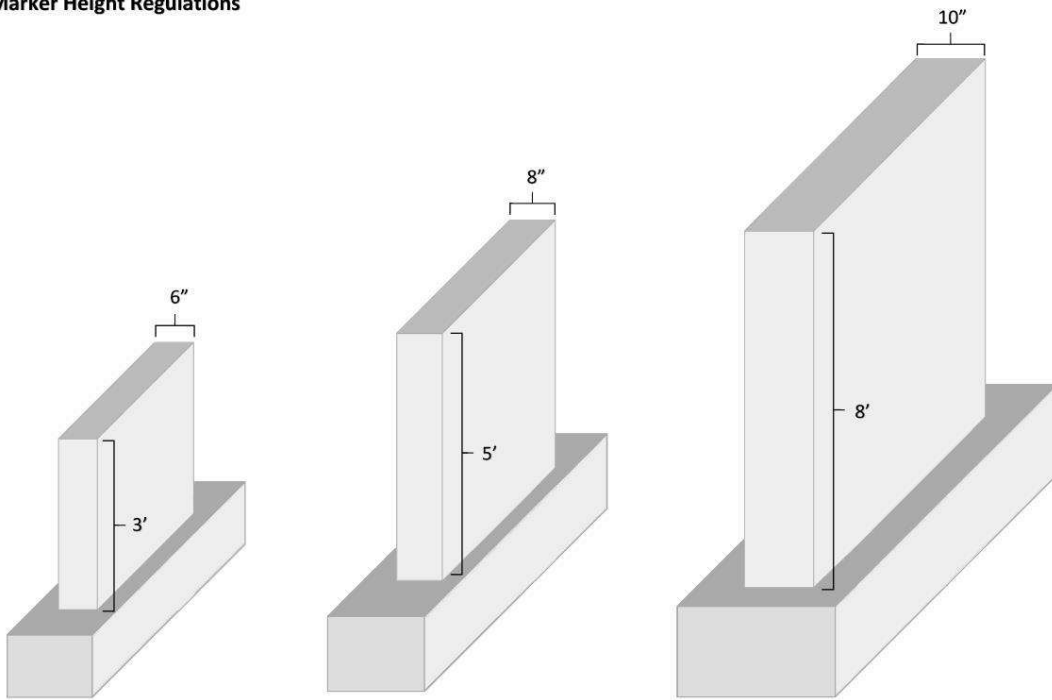
Three Grave Plot



Maximum Marker Size
Four Grave Plot



Marker Height Regulations



Flat Marker Regulations

