

The Corporation of the Township of Minden Hills

BY-LAW NO. 17-__

Being a by-law to adopt the rules and regulations to govern the operation of Cemeteries under the jurisdiction of the Corporation of the Township of Minden Hills pursuant to the Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, C.33

WHEREAS the Funeral, Burial, and Cremation Services Act (FBCSA), 2002, S.O. 2002, c.33 (Act) regulates the operation of cemeteries in Ontario;

AND WHEREAS pursuant to the provisions of the Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c. 33, Ontario Regulation 30/11 Section 150 (1), as amended, an owner of a Cemetery may make by-laws affecting the operation of the Cemetery;

AND WHEREAS The Council of the Corporation of the Township of Minden Hills passed By-law 12-46 on the 28th day of June, 2012 to adopt rules and regulations for cemeteries under the jurisdiction of the Township of Minden Hills pursuant to the Funeral, Burial, and Cremation Services Act (FBCSA), 2002, S.O. 2002, c.33 (Act), as amended;

AND WHEREAS by resolution _____ the Council of The Corporation of the Township of Minden Hills deems it expedient to enact a new by-law to adopt rules and regulations for cemeteries under the jurisdiction of The Corporation of the Township of Minden Hills pursuant to the Funeral, Burial, and Cremation Services Act (FBCSA), 2002, S.O. 2002, c.33 (Act) and to repeal By-law 12-46 in its entirety;

NOW THEREFORE, The Corporation of the Township of Minden Hills enacts as follows:

The following sections are the rules and regulations that govern the Cemeteries of the Township of Minden Hills as approved by the Registrar, Funeral, Burial and Cremation Services Act, 2002 (FBCSA), Bereavement Authority of Ontario.

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A. DEFINITIONS

- 1.1. "Act" means the Funeral, Burial, and Cremation Services Act (FBCSA), 2002, S.O. 2002, c.33 and its regulations.
- 1.2. "Burial" means the opening and closing of an in ground lot or plot for the disposition of human remains or cremated human remains.
- 1.3. "By-laws" means the rules and regulations under which the Cemetery operates found within this by-law.
- 1.4. "Care and Maintenance Fund" means the requirement under the FBCSA that a percentage of the purchase price of all Interment Rights, and set amounts for marker and monument installations is contributed into the Care and Maintenance Fund. Interest earned from this fund is used to provide care and maintenance of plots, lots, markers and monuments at the Cemetery.
- 1.5. "Cemetery" means those municipally maintained and operated cemeteries specified in Schedule "A".
- 1.6. "Cemetery Board" means those persons appointed by Council whom volunteer to serve without compensation for their services to oversee the operation, maintenance and development of Cemeteries within the Township of Minden Hills.
- 1.7. "Cemetery Operator" means the Director of Community Services or their designate for The Corporation of the Township of Minden Hills.
- 1.8. "Columbarium" means a structure designed for the purpose of placing cremated human remains in a sealed compartment (niche) above ground.
- 1.9. "Consent for Interment Form" means a form issued by the Cemetery Operator to a person who is authorized to require or direct the interment of human remains.
- 1.10. "Contract" means for purposes of this by-law, all purchasers of interment rights must sign a contract with the Cemetery, detailing obligations of both parties and acceptance of the Cemetery by-law.
- 1.11. "Corner Posts" shall mean any stone or other land markers set flush with the surface of the ground and used to indicate the location of a lot or plot.
- 1.12. "Council" means The Council of the Corporation of the Township of Minden Hills.
- 1.13. "Grave" (also known as lot) means any in ground burial space intended for the interment of a child, adult or cremated remains.
- 1.14. "Interment Rights" means 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 via a Consent for Interment Form issued by the Cemetery Operator.
- 1.15. "Interment Rights Certificate" means the document issued by the Cemetery Operator once the interment rights have been paid in full, identifying ownership of the interment rights.
- 1.16. "Interment Rights Holder" means any person designated to hold the right to inter human remains in a specified lot. Interment rights can be arranged for one individual (sole owner) or for multiple individuals (joint owners).
- 1.17. "Lot" means each individual parcel for which a certificate of interment rights have been issued and includes, grave, interment site, niche or compartment in a columbarium to be used for the purposes of interment of the bodies of deceased persons or the interment of ashes remaining from the cremation of the bodies of

deceased persons.

- 1.18. "Marker" shall mean any permanent memorial structure that is set flush and level with the ground, and used to mark the location of a burial lot.
- 1.19. "Monument" means any permanent memorial projecting above the ground installed within the designated space to mark the location of a burial or lot.
- 1.20. "Niche" means an individual compartment in a columbarium for the entombment of cremated human remains.
- 1.21. "Plot" means a parcel of land containing two (2) or more lots or interment sites.
- 1.22. "Pillow Marker" shall mean a sloped marker projecting above the ground installed within the designated space to mark the location of a burial or lot.
- 1.23. "Scattering" means the act of spreading of cremated remains over a designated area within a Cemetery with the knowledge and permission of the Cemetery Operator and in keeping with the Cemetery's by-laws.
- 1.24. "Scattering Rights Holder" means any person designated to hold the right to scatter cremated human remains in a specified lot or other designated area within the Cemetery.
- 1.25. "Township" means The Corporation of the Township of Minden Hills.
- 1.26. "Vault" means a sealed container of sufficient strength to permit burial and remain intact. The container must be of a size to permit burial within the size of the lot.
- 1.27. "Mortuary Vault" means a secure storage facility that may be used to store human remains seasonally until such time weather and/or grounds conditions permit burial.

B. GENERAL INFORMATION

2.1. Administration

- 2.1.1. The Cemetery Board will provide guidance and make recommendations to Council regarding the operation, maintenance and development of Cemeteries in the Township of Minden Hills.
- 2.1.2. The Township of Minden Hills shall appoint the Director of Community Services as the "Cemetery Operator" to administer the operations of Cemeteries under the jurisdiction of the Township of Minden Hills.
- 2.1.3. The Township of Minden Hills shall act as its own trustee with all Trust Funds being deposited and maintained with a financial institution within the jurisdiction of the Municipality.
- 2.1.4. Schedule "A" Municipal Cemeteries attached hereto shall form an integral part of this By-law.
- 2.1.5. Schedule "B" Fees and Charges attached hereto shall form an integral part of this By-law.

2.2. Hours of Operation

- 2.2.1. Visitation Hours: Daily 8:00 am until sundown
- 2.2.2. Office Hours: Monday to Friday 8:30 a.m. to 4:30 p.m., by appointment.
- 2.2.3. Burial Hours: Generally from May 1st to November 30th per the Cemetery Operator as ground and weather conditions may permit.

Monday to Friday 9:00 a.m. to 3:00 p.m., by appointment.

Saturdays or after 3:00 p.m. by appointment, subject to surcharge.

Sundays and Statutory Holidays, no interments except as required by medical certificate.

2.3. General Conduct

- 2.3.1. The Township reserves full control over the Cemetery operations and management of land within the Cemetery grounds.
- 2.3.2. Any complaints by visitors or interment rights holders should be made to the Cemetery Operator.
- 2.3.3. All persons are prohibited from picking or taking any flowers, plants (wild or cultivated) or other materials from lots or graves in the Cemetery or from making any paths or shortcuts across any part of the Cemetery.
- 2.3.4. No person may damage, destroy, remove or deface any property within the Cemetery.
- 2.3.5. All visitors should conduct themselves in a quiet manner maintaining the dignity and peace of Cemetery and shall not disturb any service being held.
- 2.3.6. No parades other than funeral processions shall be admitted to or be organized within the Cemetery, unless permission is granted from the Township.
- 2.3.7. Children under the age of twelve years are welcome in the Cemetery grounds when accompanied by an adult, who shall be responsible for their conduct and safety.
- 2.3.8. The discharging of firearms, other than in regular volleys at burial services is prohibited in and around the Cemetery.
- 2.3.9. No dogs or other pets shall be allowed in the Cemetery.
- 2.3.10. No picnic party shall be permitted in the Cemetery grounds.
- 2.3.11. Special Events are permitted with the prior approval of the Cemetery Operator.
- 2.3.12. Canvassing, soliciting, advertising or distributing business cards in the Cemetery is prohibited, as is the placing or displaying of any manufacturer's, monument dealer's, or quarry's name, insignia or trademark in any form.
- 2.3.13. Photographing, filming, or video-taping of any part of the Cemetery may only take place with the prior approval of the Cemetery Operator.
- 2.3.14. Vehicles within the Cemetery shall be driven at a speed less than 20 km/hr. At no time shall such vehicles park or drive on the grass. Owners of vehicles will be held liable for any damage caused by their drivers or vehicles.
- 2.3.15. Snowmobiles and ATV's are prohibited from entering onto Cemetery lands at all times.

2.4. By-law Amendments

- 2.4.1. The Cemeteries shall be governed by these by-laws, and all procedures will comply with the Funeral Burial and Cremation Services Act, 2002 (FBCSA) and Ontario Regulation 30/11, which may be amended periodically.
- 2.4.2. All by-law amendments must be:

- A) Published once in a newspaper with general circulation in the locality in which the Cemetery is located;
- B) Conspicuously posted on a sign at the entrance of the Cemetery; and
- C) Delivered to each supplier of markers who has delivered a marker to the Cemetery during the previous year, if the by-law or by-law amendment pertains to markers or their installation. All by-laws and by-law amendments are subject to the approval of the Registrar, Bereavement Authority of Ontario.

2.5. Liability

The Cemetery operator will not be held liable for any loss or damage, without limitation (including damage by the elements, Acts of God, or vandals) to, any lot, plot, 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.

2.6. Public Register

- 2.6.1. Provincial legislation – Section 110 of Ontario Regulation 30/11 requires all cemeteries and crematoriums to maintain a public register that is available to the public during regular office hours.
- 2.6.2. The Township is committed to protecting the privacy of its Interment Rights Holders. We collect, use and disclose personal information as required by governing federal and provincial legislation. We do not rent, sell, or trade personal information lists. Individuals may request their personal information in writing at any time to ensure that it is correct and current or to edit it.

2.7. Pets or Other Animals

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

2.8. Right to Re-Survey

The Township 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.

2.9. Notice of Resale and Transfer of Interment or Scattering Rights:

- 2.9.1. The Cemetery Operator prohibits the resale of interment or scattering rights to a third party and will repurchase these rights at the price listed on the current price list. Transfers of interment or scattering rights cannot be prohibited as long as the purchaser meets the qualifications and requirements as outlined in the Cemetery operator's by-laws.
- 2.9.2. The Cemetery Operator prohibits the resale of interment rights to a third party and is not required to repurchase unused interment rights in a plot (more than one lot) if one of the interment rights in the plot has been exercised.
- 2.9.3. The Cemetery Operator prohibits the resale of scattering rights to a third party and is not required to repurchase unused scattering rights in a scattering ground if other scattering interment rights in the same scattering ground have been exercised.

C. CANCELLATION OR RESALE OF INTERMENT RIGHTS

- 3.1. Purchasers of interment or scattering rights holders acquire only the right to direct the burial of human remains and the scattering of cremated human remains, and the installation of monuments, markers and inscriptions, subject to the conditions set out in the Cemetery by-laws. In accordance with Cemetery by-laws, no burial, entombment, scattering, or installation of any monument, marker, inscription, or

memorialization is permitted until the interment rights have been paid in full. An interment rights certificate will be issued to the interment rights holder(s) when payment has been made in full. The purchase of interment rights is not a purchase of Real Estate or real property. An interment rights holder wishing to resell their interment rights may advise the Cemetery operator of their intention prior to seeking a third party buyer for their interment rights.

3.2. Cancellation of Interment Rights within 30 Day Cooling-Off Period

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

3.3. Cancellation of Interment or Scattering Rights after the 30 Day Cooling-Off Period:

3.3.1. Upon receiving written notice from the purchaser of the interment or scattering rights, the Cemetery operator will cancel the contract and issue a refund to the purchaser for the amount paid for the interment or scattering rights less the appropriate amount that is required to be deposited into the Care and Maintenance Fund. This refund will be made within thirty (30) days of receiving said notice. If the interment rights certificate has been issued to the interment rights holder(s), the certificate must be returned to the Cemetery operator along with the written notice of cancellation.

3.3.2. If any portion of the interment or scattering rights has been exercised, the purchaser, or the interment rights holder(s) are not entitled to cancel the contract or re-sell the interment or scattering rights.

3.4. Resale of Interment or Scattering Rights after 30 Day Cooling-Off Period:

3.4.1. Unless the interment or scattering rights have been exercised the purchaser retains the right to cancel the contract or re-sell the interment or scattering rights. Once payment for the interment or scattering rights has been made in full, and an interment rights certificate has been issued, the interment or scattering rights holder(s), as recorded on the Cemetery records, has the right to re-sell the interment rights. Any resale of the interment right shall be in accordance with the requirements of the Cemetery by-laws and in keeping with the FBCSA.

3.4.2. If any portion of the interment or scattering rights has been exercised, the purchaser, or the interment rights holder(s) are not entitled to re-sell the interment or scattering rights.

3.5. Care and Maintenance Fund Contributions:

3.5.1. As required by sections 166 and 168 of Regulation 30/11, a prescribed amount or a percentage of the purchase price (excluding tax) of all interment, scattering, and no scattering rights sold; and prescribed amounts for monuments and markers is contributed into the care and maintenance fund. Income from this fund is used to provide only general care and maintenance of the Cemetery. Contributions to the care and maintenance fund are not refundable except when interment or scattering rights are cancelled within the 30 day cooling off period.

3.5.2. Where interment rights sold before 1955 did not include a payment for the purpose of maintaining the Cemetery, the Cemetery Operator may charge the new interment rights holder(s) involving a transfer, a sum for Care and Maintenance in an amount required under the Cemetery's current price list as permitted by the Act and regulations.

3.6 Prohibit resale of interment or scattering rights to a third party:

NOTE: ALL REALES OR TRANSFERS OF INTERMENT OR SCATTERING RIGHTS MUST BE CARRIED OUT THROUGH THE CEMETERY OPERATOR.

- 3.6.1 If a rights holder(s) wishes to re-sell the interment or scattering rights and the Cemetery operator's by-laws prohibit the third party resale of interment or scattering rights, the rights holder(s) must make the request to the Cemetery operator in writing. The Cemetery operator will repurchase the interment or scattering Right at the price listed on the Cemetery operator's current price list less the Care & Maintenance Fund contribution made at the time of purchase. The re-purchase and payment to the rights holder requesting the sale must be completed within 30 days of the request.
- 3.6.2 The interment or scattering rights holder requesting the resale of the rights must return the interment or scattering rights certificate to the Cemetery Operator and the rights holder(s) must endorse the interment or scattering rights certificate, transferring all rights, title and interest back to the Cemetery operator. The appropriate paperwork must be completed before the Cemetery operator reimburses the rights holder(s).

D. BURIAL OR SCATTERING OF CREMATED REMAINS

- 4.7.1. The Purchaser of interment rights shall provide the names and current contact information for the individuals who are intended to use those rights at the time the rights are purchased. Any revisions after the 30 day cooling off period are subject to the Transfer Fee of Interment Rights.
- 4.7.2. Interment or scattering rights holder(s) must provide written authorization prior to a burial, scattering, or an entombment taking place. Should the interment or scattering rights holder be deceased, authorization must be provided in writing by the person authorized to act on behalf of the interment rights holder i.e. Personal Representative, Estate Trustee, Executor or next of kin.
- 4.7.3. A burial permit issued by the Registrar General or equivalent document showing that the death has been registered with the province must be provided to the Cemetery office prior to a burial, scattering or entombment taking place. A Certificate of Cremation must be submitted to the Cemetery office prior to the burial of cremated remains or scattering of cremated remains taking place.
- 4.7.4. In accordance with the FBCSA the purchaser of interment or scattering rights must enter into a Cemetery contract, providing such information as may be required by the Cemetery operator for the completion of the contract and the public register prior to each burial or entombment of human remains, or each scattering of cremated human remains.
- 4.7.5. Payment must be made to the Cemetery before a burial can take place.
- 4.7.6. The Township of Minden Hills via the Community Services Department shall be given 48 hours of notice, 16 hours of which must be normal business hours of operations for each burial of human remains or scattering of cremated human remains.
- 4.7.7. The opening and closing of graves, crypts and niches or the scattering of cremated remains may only be conducted by Cemetery staff or those designated to do work on behalf of the Cemetery.
- 4.7.8. The Cemetery Operator shall not be held responsible for errors in the location of graves on lots arising from the improper instructions on interment rights holders. A request from a Funeral Director shall be deemed to be a request from the interment rights holder. The Cemetery Operator shall assume no responsibility for errors in opening graves where orders are given by telephone. Persons ordering grave openings shall be held responsible for all charges incurred.

- 4.7.9. When full size interments are required, all funeral homes shall be responsible for the supply and operation of lowering devices and artificial grass to facilitate the lowering of caskets.
- 4.7.10. All remains to be buried in a grave must be enclosed in a container, 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.
- 4.7.11. Cremated remains may be scattered within a designated area of the Cemetery.
- 4.7.12. Cremated remains are not permitted to be scattered on a grave.
- 4.7.13. A scattering rights contract must be completed and the payment of the scattering fee must be received before the scattering of cremated human remains can take place.
- 4.7.14. Once scattered cremated remains cannot be retrieved.
- 4.7.15. Human remains may be disinterred from a lot provided that the written consent (authorization) of the interment rights holder has been received by the Cemetery Operator and the prior notification of the Medical Officer of Health. A certificate from the local Medical Officer of Health must be received at the Cemetery office before the removal of casketed human remains may take place. A certificate from the local medical officer of health is not required for the removal of cremated remains.
- 4.7.16. 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).
- 4.7.17. Interments in an in-ground full lot of thirty-two (32) square feet or larger shall be limited to:
 - a. One (1) full casket and two (2) cremated remains; or
 - b. Four (4) cremated remains.
- 4.7.18. Interments in an in-ground cremation lot measuring four (4) square feet or larger shall be limited to two (2) cremated remains.
- 4.7.19. Interments into a Columbarium Niche measuring one (1) cubic foot shall be limited to two (2) cremated remains.
- 4.7.20. Vaults are highly recommended for all regular burials. The Cemetery Operator may require a vault to be used in a grave site pending evaluation of ground conditions.

E. MEMORIALIZATION

- 5.1. No memorial or other structure shall be erected or permitted on a lot until all charges have been paid in full.
- 5.2. No monument, footstone, marker or memorial of any description shall be placed, moved, altered, or removed without permission from the lot owner and Cemetery Operator.
- 5.3. Monuments to be removed and disposed of shall be at the expense and responsibility of the interment rights holder(s).
- 5.4. Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered to be normal wear.

- 5.5. The Cemetery Operator 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.
- 5.6. The Cemetery Operator reserves the right to determine the maximum size of monuments, their number and their location on each lot or plot. They must not be of a size that would interfere with any future interments.
- 5.7. No monument or marker shall encroach on any adjoining lot, except for a double lot.
- 5.8. All foundations for monuments and markers shall be built by, or contracted to be built for, the Cemetery Operator at the expense of the interment rights holder.
- 5.9. The Cemetery Operator must approve any contractor/monument dealer installing monuments and markers prior to entering the Cemetery.
- 5.10. Should any monument or marker present a risk to public safety because it has become unstable, the Cemetery operator shall do whatever it deems necessary by way of repairing, resetting, or laying down the monument or marker or any other remedy so as to remove the risk.
- 5.11. The Cemetery Operator reserves the right to remove at its sole discretion any marker, monument, or inscription which is not in keeping with the dignity and decorum of the Cemetery as determined by the trustees.
- 5.12. A monument, private mausoleum, or other structure shall be erected only after the specific design plans have been approved by the Cemetery operator including: dimensions, material of structure, construction details, and proposed location.
- 5.13. In keeping with the Cemetery by-laws only one monument or marker shall be erected within the designated space on any lot.
- 5.14. The minimum thickness for flat markers including footstones is 4 inches or 10 cm.
- 5.15. All monuments and markers shall be constructed of bronze or natural stone (i.e. granite).
- 5.16. No monument shall be delivered to the Cemetery for installation until the monument foundation has been completed, and the interment rights holder(s) and/or marker retailer have been notified by the Cemetery operator.
- 5.17. The bottom of all bases and markers shall be cut level and true.
- 5.18. Upright monuments are to be set upon bases that are no less than 8 inches or 20 cm in depth and which extends a minimum of 2 inches or 5 cm beyond the monument on all sides.
- 5.19. Monuments must be placed at the center of the head end of the lot except where alignment with existing nearby monuments justifies another location. Approval of the location must be obtained from the Cemetery Operator before the monument is set.
- 5.20. Markers and footstones of bronze or granite are permitted with size and quantity restrictions according to Cemetery by-laws and the placement of such memorials shall not interfere with future interments.
- 5.21. Single lot maximum:

One headstone monument, one footstone, and four corner posts may be erected on a single grave. The maximum size monument allowed is:

Height 60 inches or 150 cm
Length 36 inches or 90 cm

Width 18 inches or 45 cm

5.22. Double lot maximum:

One headstone monument centered, two footstones, and four corner posts may be erected on a single grave. The maximum size monument allowed on a double lot is:

Height 60 inches or 150 cm

Length 48 inches or 120 cm

Width 18 inches or 45 cm

5.23. Cremation lot maximum:

Each cremation lot may be marked on the ground with one flat or pillowed marker placed flush with the grade. The cremation grave marker size to be a minimum of 18 inches or 45 cm by 10 inches or 25 cm and maximum not to exceed 24 inches or 60 cm by 12 inches or 30 cm.

F. CARE AND PLANTING

6.1. A portion of the price of interment or scattering rights is trusted into the Care and Maintenance Fund. The income generated from this fund is used to maintain, secure and preserve the Cemetery grounds. Services that can be provided through this fund include:

- Re-levelling and sodding or seeding of Lots or scattering grounds.
- 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 general upkeep of Cemetery maintenance buildings and equipment.

6.2. No person other than Cemetery staff shall remove any sod or in any other way change the surface of the burial lot in the Cemetery.

6.3. No person shall plant trees or shrubs in the Cemetery except with the approval of the Cemetery.

6.4. Flowers placed on a grave for a funeral shall be removed by the Cemetery staff after a reasonable time to protect the sod and maintain the tidy appearance of the Cemetery.

6.5. Dwarf trees, shrubs may be planted on either side of the memorial. Plant material should be chosen carefully to ensure that it will not overgrow the perimeter boundaries of the Monument Space. The Cemetery reserves the right to prune, cut or remove overgrown trees or shrubs and to dedicate areas as no planting areas within the Cemetery.

6.6. Flowerbeds shall not exceed more than 16 inches or 40 cm from the front of the monument and when the bed wraps the side of the monument, the sides shall not exceed 10 inches or 25 cm from either side. Flowerbeds that are uncared for and become unsightly shall be removed.

6.7. The Township or its contractors shall be the only ones to conduct maintenance of Cemetery grounds.

G. ITEMS THAT ARE PROHIBITED AND PERMITTED

7.1. The Township reserves the right to regulate the articles placed on lots or plots that pose a threat to the safety of all interment rights holders, visitors to the Cemetery and Cemetery employees, prevents the Township from performing general

Cemetery operations, or are not in keeping with the respect and dignity of the Cemetery. Prohibited articles will be removed and disposed of without notification.

- 7.2. The following items are prohibited from being placed on lots within the Cemetery: articles made of hazardous materials such as non-heat resistant glass (excludes glass attached to monuments), ceramics, or corrosive metals; loose stones or sharp objects; trellises or arches; chairs and benches.
- 7.3. The Township reserves the right to disallow or remove quantities of memorial wreaths, saddles or flowers considered to be excessive and that diminishes the otherwise tidy appearance of the Cemetery.
- 7.4. Memorial wreaths, saddles and flowers may be placed in the Cemetery generally between May 1 and November 30.
- 7.5. Wreaths, saddles, decorations and flowers that become significantly weathered, faded, damaged or moved from their placement, may be removed and disposed of at any time by Cemetery Staff.

H. CONTRACTOR/MONUMENT DEALERS

- 8.1. Any contract work to be performed within the Cemetery requires the written pre-approval of the interment rights holder and the Cemetery operator before the work may begin. Pre-approval includes but is not limited to: landscaping, delivery of monuments and markers, inscriptions, designs, drawings, plans and detailed specifications relating to the work, proof of all applicable government approvals and permits, the location of the work to be performed. It is the responsibility of all contractors to report to the Cemetery office and provide the necessary approvals before commencing work at any location on the Cemetery property.
- 8.2. Prior to the start of any said work, contractors must provide proof of (any or all may apply depending on your specific operation):
 - WSIB coverage
 - Occupational Health and Safety Act compliance standards
 - Environmental Protection
 - WHMIS
 - Evidence of liability insurance of not less than \$5 million
- 8.3. All Cemetery by-laws apply to all contractors and all work carried out by contractors within the Cemetery grounds.
- 8.4. Contractors, monument dealers and suppliers shall not enter the Cemetery in the evening, weekends or statutory holidays, unless approval has been granted by the Cemetery Operator.
- 8.5. No work will be performed at the Cemetery except during the regular business hours of the Cemetery.
- 8.6. Contractors shall temporarily cease all operations if they are working within 100 metres of a funeral until the conclusion of the service. The Cemetery reserves the right to temporarily cease contractor operations at their sole discretion if the noise of the work being performed by the contractor is deemed to be a disturbance to any funeral or public gathering within the Cemetery.
- 8.7. Contractors, monument dealers and suppliers shall lay wooden planks on the burial lots and paths over which heavy materials are to be moved in order to protect the surface from damage.

- 8.8. Heavy loads shall not be permitted in the Cemetery when the condition of the road does not permit without risk of damage.
- 8.9. All implements and materials used in the performance of any work shall be placed where the Cemetery Operator may direct, and all debris and surplus earth shall be removed in such a manner and at such a time and to such place as the Cemetery Operator may direct.
- 8.10. Any contractor or worker thereof, who damages any lot, monument or other structure, or causes any injury in the Cemetery, shall be responsible and liable for any such damage or injury.

I. COLUMBARIUM

- 9.1. Payment must be made to the Cemetery Operator before an interment may take place.
- 9.2. Only the Cemetery Operator may open and seal niches for interments. This applies to the inside sealer and the niche front.
- 9.3. To ensure quality control, desired uniformity and standard of workmanship, the Cemetery reserves the right to arrange for and/or inscribe all niche fronts or install all lettering.
- 9.4. No plaques, vases, adornments or emblems affixed to the Columbarium or individual Niches are permitted. Any such items found shall be removed and disposed of without notification by the Cemetery.
- 9.5. No articles are permitted in or around the ground in the vicinity of the Columbarium. Any such items found shall be removed and disposed of without notification by the Cemetery.
- 9.6. No person other than Cemetery staff shall remove or alter niche fronts.

J. MORTUARY VAULT (STORAGE)

- 10.1. The Cemetery Operator reserves the right to determine if adverse weather or ground conditions shall prevent a burial in the Cemetery. Seasonal storage will be made at the Township's Mortuary Vault, until conditions permit for spring interment.
- 10.2. The Cemetery Operator shall be solely responsible for the control and access to and from the Mortuary Vault.
- 10.3. Contracted use of the Mortuary Vault shall be payable at the rates shown on the Cemetery Price List prior to human remains being deposited.
- 10.4. The burial permit and interment information must accompany the human remains when delivered to the Mortuary Vault for storage. A storage Contract shall be entered into at that time. The remains must be clearly identified by a laminated tag fastened to the handle of the casket with zip tie.
- 10.5. The Cemetery Operator may remove human remains from storage and inter it in a single grave at any time after the expiration of the storage contract, or at any time the condition of the body renders the interment necessary or expedient. The Cemetery Operator may engage the assistance of a Funeral Home/Service Provider to facilitate interment.
- 10.6. No human remains shall be stored in the vault between May 16 and December 1 in any given year unless weather conditions permit.
- 10.7. All human remains must be removed from the Mortuary Vault by May 15 of each year.

- 10.8. The remains of persons deceased from contagious diseases cannot be admitted to the Mortuary Vault.
- 10.9. All human remains stored in the Mortuary Vault must be embalmed or a hermetically sealed container is used.
- 10.10. No human remains shall be placed in a reinforced cardboard container for storage. Only remains placed in a wooden or metal casket may be stored in the vault.
- 10.11. No casket is to be opened without a special permit from the Medical Officer of Health or Order of the Court after being deposited.
- 10.12. If, for any valid reason, the Cemetery Operator determines that an interment cannot be made on the day of the funeral, they may direct that the human remains be placed in temporary storage and the interment shall be made as soon after the day of the funeral as conditions permit. For such service, no charge shall be made for the use of the mortuary.

K. GIFTS

- 11.1. The Township gratefully accepts donations to the Cemetery. All trees and benches shall be arranged via the Township's Memorial Tree and Bench Program.
- 11.2. No gratuities shall at any time be given to or received by any Township employee.

L. MISCELLANEOUS

- 12.1. This by-law shall be cited as the "Cemetery By-law".
- 12.2. This By-law shall come into force and take effect upon approval by the Registrar appointed pursuant to the Act.
- 12.3. Upon the date of enactment of this By-law, By-law 12-46 and all amendments thereto, are hereby repealed.

READ A FIRST, SECOND AND THIRD TIME, passed and signed and the Corporate Seal attached hereto, this ___ day of August __, 2017.

Brent Devolin, Reeve

Dawn Newhook, Clerk

SCHEDULE "A" of By-law No. 17-__

MUNICIPAL CEMETERIES

CEMETERY	LOCATION	STATUS
BETHEL	Lot 11, Con. 4 Minden Twp 1162 Bethel Road	ACTIVE
GELERT	Lot 14, Con. 10 Snowdon Twp 1052 Cemetery Road	ACTIVE
MILBURN	Lot 13, Con. 9 Snowdon Twp	INACTIVE
MINDEN	Lot 5, Con. A Minden Twp 200 Bobcaygeon Road	ACTIVE
TWELVE MILE	Lot 15, Con. 12 Minden Twp 1112 Chambers Road	ACTIVE
Unnamed Cemetery	Lot 6, Con. 13 Snowdon Twp	ABANDONED

DRAFT

SCHEDULE "B" of By-law No. 17-__

SCHEDULE "G" of the current Comprehensive Fees and Charges By-law for the Township of Minden Hills shall constitute the Fees and Charges related to Township of Minden Hills Cemeteries and forms an integral part of this By-law.

DRAFT