



THE CORPORATION OF THE TOWNSHIP OF MULMUR

BY-LAW NO. 20-2020

A BY-LAW TO MAINTAIN, MANAGE, REGULATE AND CONTROL THE
HONEYWOOD CEMETERY

WHEREAS the *Funeral, Burial and Cremation Services Act*, 2001, S.O. 2002, C3, provides that by-laws may be passed by the owner affecting the operations of the cemetery;

AND WHEREAS it is expedient to pass a by-law for the maintenance, management, regulation and control of the Honeywood Cemetery, owned and operated by the Corporation of the Township of Mulmur;

AND WHEREAS the Corporation of the Township of Mulmur has appointed THE Honeywood Cemetery Board to administer the operations of the cemetery;

NOW THEREFORE the Council of the Corporation of the Township of Mulmur hereby enacts as follows:

1. DEFINITIONS

"Act" means the *Funeral, Burial and Cremation Services Act*, 2002, S.O. 2002, c.33 (FBCSA) and all amendments thereto together with all regulations prescribed thereunder.

"Bereavement Authority of Ontario (BAO)" Means the agency who administers provisions of the *Funeral, Burial and Cremation Services Act*, 2002 (FBCSA) on behalf of the Ministry of Government and Consumer Services.

"Burial Permit" means a permit for the burial of *human remains* issued by the Division Registrar.

"Care and Maintenance Fund" is a requirement under the FBCSA and O. Reg. 30/11 and 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. Interest earned from this fund is used to provide care and maintenance of *lots, plots, markers* and *monuments* at the *cemetery*.

"Cemetery" means the Honeywood Cemetery located at 598335 2nd Line W, Township of Mulmur, County of Dufferin, Plan 39 Lots 24 & 25, Part Lots 26 & 27, being land set aside to be used for the *interment* and *inurnment* of *human remains*.

"Cemetery Caretaker" means the person who maintains the *cemetery* grounds; opens and closes *graves* and *niches*; and represents the Board for all *interments/inurnments*.

"Cemetery Operator" means the Honeywood Cemetery Board as appointed by the Corporation of the Township of Mulmur.

“Cemetery Owner” means the Corporation of the Township of Mulmur.

“Cemetery Price List” means a separate listing of charges to regulate the fees and charges that are to be paid by persons purchasing *interment rights* or requiring services to be performed within the Honeywood Cemetery.

“Columbarium” means a structure designed for *inurnment* of cremated *human remains* in sealed compartments.

“Contract” means the contract that is required to be signed by a representative of the *Cemetery Operator* and all purchasers of *interments rights* and which details the obligations of both parties and acceptance of the cemetery by-laws.

“Cremated Remains” means the residue after cremation of the body and of the casket or container in which it was received.

“Defined Flower Bed” means a flower bed free of weeds and grass and created in accordance with the cemetery's rules and regulations.

“Foundation” means the below-ground concrete structure upon which rests the base stone of a *monument*.

“Grave” means an in-ground burial space intended for the *interment* of *human remains* or cremated *human remains*.

“Human Remains” means a dead human body or the remains of a cremated human body.

“Interment” means a burial of *human remains* and includes the placing of *human remains* in a grave.

“Interment Rights” means the right to require or direct the *interment* or *inurnment* of *human remains* in a *grave*, *lot*, *niche* and to authorize the installation of a *monument* or *marker*,

“Interment Rights Certificate” means the document issued by the *Cemetery Operator* to the purchaser once the *interment rights* to a specific *lot* have been paid in full, identifying ownership and authority over those *interment rights*.

“Interment Rights Holder” means the person(s) authorized or entitled to inter *human remains* in a specific *lot*. They may be the person names in the *Interment Rights Certificate* or such other person to whom the rights have been assigned and shall be listed in the records of the Cemetery.

“Inurnment” means the placing of cremated *human remains* in a *niche*.

“Lot” means a single *grave space* or a *niche* in the *columbarium*.

“Marker” means any permanent memorial structure that is set flush and level with the ground and used to mark the location of a burial *plot* or *lot*.

“Monument” means any permanent memorial structure, monument, tombstone, plaque, headstone or other structure above the ground installed within the designated space to mark the location of a burial *plot* or *lot*.

“Niche” means a sealed compartment in a *columbarium*, designed for the *inurnment* of cremated *human remains*.

“Plot” means a parcel of land, sold as a single unit, containing multiple *lots*.

“Public Register” means the register that is required to be made available to the public and contains the information as prescribed under the FBCSA, Ontario Regulation 30/11 as amended or replaced.

“Registrar” means the Registrar appointed under the FBCSA.

“Transferee” means a person wherein the *interment rights* with respect to a *lot(s)* or *niche(s)*, have been either transferred or resold to such person.

“Treasurer” means the Treasurer of the Honeywood Cemetery Board.

“Urn” means any container used to hold cremated *human remains*.

“Vault” means a burial chamber (underground).

2. GENERAL INFORMATION

2.1 The *Cemetery Owner* reserves full and complete control and management of the *cemetery*. The *Cemetery Operator* is appointed to oversee the daily operations and management of the *cemetery* land, plantings, roads, books and records of the *cemetery*, and the authority to act on the *Cemetery Owner's* behalf to administer this by-law regarding all *cemetery* operations.

The *Cemetery Operator* consists of five board members who are self-appointed with a keen interest to preserving the burial grounds. The Mayor and the Clerk of the Corporation of the Township of Mulmur shall also be members of the Cemetery Board.

An annual board meeting shall be held each year and requires 50% of the members to be present to transact business. This meeting shall be held prior to April 30th and the Board shall present a statement of the *Treasurer's* financial account showing receipts and expenditures. At a point later in the year, the Corporation of the Township of Mulmur will provide results of the Corporate Financial Audit to the Board.

2.2 The *Cemetery Operator* is committed to protecting the privacy of its *Interment Rights Holders*.

2.3 The *Cemetery Operator* reserves the right, at its cost, to correct any error that may be made by it in making *interments/inurnments*, in the description of the *lot/niche*, or the transfer or conveyance of any *interment rights*. The *Cemetery Operator* may, at its sole discretion, either, cancel such grant and substitute other *interment rights*, or *lot* of equal value and similar location, as far as is reasonably possible;

or refund all money paid on account for such purchase. Notice will be given personally to the *Interment Rights Holder*. If necessary, it may be mailed to the *Interment Rights Holder* or their legal representative, at their last appearing address in the record books of the *cemetery*. In the event any such error may involve the disinterment of remains, the *Cemetery Operator* shall first obtain the approval of any regulatory authority and the *Interment Rights Holder*.

- 2.4 The *Cemetery Owner* and *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, monument, marker*, or other article that has been placed in relation to an *interment* right save and except for direct loss or damage caused by gross negligence of the *cemetery*.
- 2.5 A *public register* will be maintained and made available by the *Cemetery Caretaker*.
- 2.6 The *Cemetery Operator* has the right at any time to re-survey, enlarge, diminish, re-plot, change or remove plantings, grade, close pathways or roads, alter in shape or size, or otherwise change all or any part of the *cemetery*, subject to approval of the appropriate authorities.

3. FINANCIAL

- 3.1 All fees and charges shall be payable in accordance with the *Cemetery Price List* which shall be set by the Council of the Township of Mulmur.
- 3.2 Payments for all purchases and services pertaining to the *cemetery* shall be paid to the *Cemetery Operator* as follows:
 - a) All *interment rights*, purchases and services shall be paid in full at the time of purchase or service;
 - b) *Interments/inurnments* shall be paid in full before a burial can take place.
- 3.3 All revenue and other monies belonging or pertaining to the *cemetery* shall be received by the *Treasurer*.
- 3.4 As required by Sections 166 and 168 of Ontario Regulation 30/11 as amended, a percentage of the purchase price of all *interment rights*, and a prescribed amount for *monuments* and *markers* is contributed into the *care and maintenance fund*. Income from this fund is used to provide only general care and maintenance of the *cemetery*. Such expenses may include, but are not limited to expenses arising from:
 - Re-levelling and sodding or seeding of *lots*;
 - Maintenance of *cemetery* roads, sewers and water systems;
 - Maintenance of perimeter walls and fences;
 - Maintenance of *cemetery* landscaping;
 - Maintenance of *columbarium*;
 - Purchase or repairs and general upkeep of *cemetery* maintenance equipment as needed.

Contributions to the *care and maintenance fund* are not refundable except when *interment rights* are cancelled within thirty (30) days of purchase.

- 3.5 The *Treasurer* shall keep such books, accounts and records as are necessary for properly recording and exhibiting all financial matters pertaining to the *cemetery* as may be prescribed.
- 3.6 The *Treasurer* shall maintain, invest, and administer the *care and maintenance fund* in accordance with the provisions of the *Act* and the regulations made thereunder.

4. SALE OF INTERMENT RIGHTS

- 4.1 *Interment Rights* (lots/niches) may only be sold by the *Cemetery Operator*. When *interment rights* are purchased, a *contract* shall be completed and signed by the purchaser or a personal representative of the deceased.
- 4.2 *Interment Rights Holders* acquire only the right to direct the burial of *human remains*, and the construction and installation of *monuments, markers* and inscriptions, subject to the rules and regulations in force and approved by the *BAO*.
- 4.3 No *interment, inurnment*, or installation of any *monument, marker*, inscription, or memorialization is permitted until the *interment rights* have been paid in full, at which time an *Interment Rights Certificate* will be issued to the *Interment Rights Holder(s)*.
- 4.4 The *Cemetery Operator* shall provide each *Interment Rights Holder* at the time of sale with:
 - a) a copy of the *Interment Rights Certificate*;
 - b) a copy of the *Contract* for Purchase of *Interment Rights*;
 - c) a copy of the *Cemetery By-law*;

The purchase of *interment rights* is not a purchase of Real Estate or real property. An *Interment Rights Holder* cannot resell their *interment rights* but may sell them back to the *Cemetery Operator*. The resale value will be less the taxes and *Care and Maintenance Fund* fee.

- 4.5 All prices for *cemetery lots* and services shall be set out in the *Cemetery Price List* in accordance with Section 3.1.
- 4.6 The monies received for *interment rights* shall be held by the *Treasurer* for a period of thirty (30) days as prescribed by the *Act*. A person may cancel their *contract* for *interment rights* within thirty (30) days of purchase only if:
 - a) The *interment right* has not been exercised; and
 - b) All the requirements of the *Act* and this *By-law* are otherwise in compliance.

A person who wishes to cancel their *Contract* for *interment rights* shall:

- a) Give written notice within the thirty (30) days of purchase to the *Cemetery Operator* stating that they wish to cancel their *contract*; and

- b) Return the original Certificate of *Interment Rights* as issued by the *Cemetery Operator*.

The *Cemetery Operator* will refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation less sums chargeable under the *contract* or pursuant to the FBCSA in respect of *interment* services provided within the 30 day period at the request and with the consent of the *Interment Rights Holder* or his or her assignment or representative.

- 4.7 The *Treasurer* shall, after the thirtieth (30th) day but before sixty (60) days, transfer the monies received for *interment rights* into the *cemetery care and maintenance fund*.
- 4.8 In order for the *Contract* for Purchase of *Interment Rights* to be valid, it must be signed and dated by both the Purchaser and the duly authorized representative of the *Cemetery Operator*.
- 4.9 The *Interment Rights Certificate* is subject to the provisions of the *Funeral, Burial and Cremation Services Act, 2002*, the Ontario Regulations in effect thereunder and the approved by-laws which may be in effect from time to time.
- 4.10 The purchaser of *interment rights* shall be provided with a *Contract*.
- 4.11 The *Cemetery Operator* shall not reserve *lots* for future purchase.
- 4.12 The *Interment Rights Holder* shall notify the *Cemetery Operator* in writing within thirty (30) days of any changes in their mailing address.

5. RESALE AND TRANSFER OF INTERMENT RIGHTS

- 5.1 The *Cemetery Operator* does not permit an *Interment Rights Holder* to sell or transfer their *interment rights* to a third party.

6. TRANSFER OF LOTS

- 6.1 The transfer of *lots* (transfer) includes a gift, a bequest or devolution under a will, but not a resale of *interment rights*.
- 6.2 The *Cemetery Operator* reserves the right to require the production of a notarial copy of the Will or Certificate of Appointment of Estate of Trustee or other evidence sufficient to prove ownership or authority to deal with the *interment rights*.
- 6.3 To ensure the correctness of records of ownership and *interments/inurnments*, no transfer of any *lot/niche* or interest therein shall be binding until the following information is given to the *Cemetery Operator*:
 - a) a Transfer Form and other documentation if required;
 - b) the original *Interment Rights Certificate*;
 - c) the original *contract* that was provided at the time of sale;

- d) a letter from the original *Interment Rights Holder* indicating that they wish to transfer the *lot(s)/niche* and the name, complete address and phone number for the purchaser;
- e) and payment of the associated fees.

The *transferee* shall be provided with the following information:

- a) a new *Interment Rights Certificate*;
 - b) a copy of the Cemetery By-law and current price list.
- 6.4 Further, any transfer of *interment rights* within five (5) years of the original purchase or if deemed to be in an attempt to subvert the requirement for the payment of non-resident fees, if applicable in accordance with the *Cemetery Price List*, shall be subject to the applicable transfer fee plus the difference between the resident and non-resident rate.
- 6.5 In the case of a transfer, the *Cemetery Caretaker* or designate must confirm that all *lots* transferred are usable prior to an *interment* taking place.

7. INTERMENTS/INURNMENTS

- 7.1 Only *human remains* shall be interred in the *cemetery*. Pets or animals, including cremated animal remains are not permitted to be buried or scattered on the *cemetery* grounds.
- 7.2 An Authorization Form shall be completed for a request for an *interment/inurnment* in the event that the *interment rights* for a *lot/niche* are not recorded under the deceased's name.
- 7.3 No *interment* shall take place without an original *burial permit*, original certificate of cremation, not until the person making the arrangements for the *interment* has complied with all laws, ruled and regulations relative to burials.
- 7.4 Persons requesting an *interment/inurnment* shall be held responsible for all charges incurred. All *interment* charges are payable in advance or at the time of *interment*. No burial shall be allowed in any *lot* against which there are unpaid charges. The *interment/inurnment* fees include the opening and closing of a *lot/niche*. The rates shall be set in the *Cemetery Price List* as prescribed by the *Cemetery Operator* from time to time.
- 7.5 Winter burials from November 15th to April 1st of each year are subject to weather conditions and the approval of the *Cemetery Caretaker*. Winter *inurnments* within the *columbarium* require a minimum of two (2) days' notice. The *Cemetery Caretaker* must confirm the burial arrangements before funeral details can be confirmed.
- 7.6 Every effort will be made to complete a burial on the assigned day and time. If a burial cannot be made at the scheduled time due to inclement weather conditions, health and safety concerns, or conditions beyond the *Cemetery Operator's* control, the burial shall be completed as expediently as possible.

- 7.7 The opening and closing of *graves* and *niches* may only be conducted by *Cemetery Operator* or designate.
- 7.8 Only one (1) casket *interment* shall be permitted in any regular *lot*. Up to three (3) cremation *interments* may be buried above a casket *interment*. Four (4) cremation *interments* may be permitted in any regular *lot* where there is no casket *interment*. The casket *interment* must take place before the *interment* of cremains.
- 7.9 Remains to be buried in a *lot* must be enclosed in a casket, sealed securely, and of sufficient strength to permit the burial with the container remaining intact. The casket must be of a size to permit a burial within the size of the *lot*.
- 7.10 *Vaults* are highly recommended for all casket *interments* in the *cemetery*.
- 7.8 The spreading of *cremated remains* on top of the ground is strictly prohibited. *Cremated remains interment* into a headstone, *marker* or *monument* are not permitted.
- 7.12 An *urn* may be placed inside a casket to be interred; however, a fee will be required for one (1) casket *interment* and one (1) cremation *interment* at the same time as determined by the *Cemetery Price List*.
- 7.13 When casket *interments* are required, the funeral home which is conducting the burial shall be responsible for the supply and operation of lowering devices and artificial grass, whether owned by the funeral home or leased from a supplier by the funeral home.
- 7.14 The *Cemetery Operator* or designate shall be in attendance at each *interment/inurnment*.
- 7.15 The *Cemetery Operator* will exercise all due care when making *interments* and disinterments, but it is not responsible for damage to any casket, *urn* or other container sustained during *interment* or disinterment.
- 7.16 Where no *interment* has been made in a *lot* for more than twenty (20) years, the *Cemetery Owner* may proceed to repossess the unused *lot* in accordance with the Act.
- 7.17 No *inurnment* shall be made without permission from the *Interment Rights Holder* or a person authorized to act on the Holder's behalf.
- 7.18 *Niches* will be opened only by the *Cemetery Caretaker* or those designated to do work on behalf of the *Cemetery Operator* and sealed by them after an *inurnment* is made.
- 7.19 No person other than the *Cemetery Caretaker* or those designated to do work on behalf of the Cemetery Operations shall remove or alter *niche* fronts.
- 7.20 Two (2) *cremated remains* are allowed to be placed in each *niche* as long as they comply with the dimensions of the *niche*.
- 7.21 Any *urn* which cannot be contained within the *niche* shall not be inurned.

- 7.22 Flowers, wreaths and designs placed against or near any part of the *columbarium* will be removed. No glass vases or other breakable items should be placed around the *columbarium*. Nothing is to be attached to the face of the *columbarium* other than the granite plaque purchased for each *niche*.
- 7.23 In the event of damage to the *columbarium*, a *niche* or the facing thereof caused by someone other than an *Interment Right Holder* or a contractor or other individual acting under his or her instructions, the *cemetery* shall repair or replace the damaged property with material of like kind and quality, but if the material of like kind and quality is not obtainable, the *cemetery* may select other material which is as similar as possible to the material which has been damaged and destroyed and which is capable of performing the same function. The *cemetery* shall not be responsible for any delay beyond its reasonable control in obtaining the material and completing the required repairs or replacement.

8. DISINTERMENTS

- 8.1 Disinterment of *human remains*, once properly interred, shall not be made without the written consent (authorization) of the *Interment Rights Holder* and the local Medical Officer of Health, or a court order, has been received by the *Cemetery Operator* and upon due observance of all requirements of the *Act* and the regulations thereunder. A certificate from the local medical officer of health is not required for the removal of *cremated remains*.
- 8.2 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).
- 8.3 Any person(s) who wishes to make arrangements for a disinterment shall give three (3) days written notice to the *Cemetery Operator* so that arrangements can be confirmed with the Health Unit.
- 8.4 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.
- 8.5 When a disinterment is to take place, the *Cemetery Operator* or designate is responsible to open the *grave* and the Funeral Director retained for the purpose of the disinterment is responsible to disinter the body.
- 8.6 All prices for disinterment and services shall be set out in the *Cemetery Price List*.

9. MARKERS AND MONUMENTS

- 9.1 For the installation of any *monument* or flat *marker*, a Foundation or Marker Order Form must be completed, including the proposed location, dimensions, material of structure, and inscription information.
- 9.2 No memorial or other structure shall be erected or permitted on a *lot* until all charges have been paid in full, including the *Care and Maintenance* Fund fee and the *foundation* installation fee for *monuments*.

- 9.3 The *Cemetery Operator* reserves the right to determine the maximum size of *monuments/markers*, their composition, their number and their location on each *lot* with the following conditions:
- a) all *monuments/markers* must be of a size that would not interfere with any future *interments*;
 - b) all *monuments/markers* shall face east;
 - c) not more than one (1) upright *monument* and one (1) *marker* shall be permitted on a *lot*; and
 - d) all *monuments* and *markers* shall be constructed of bronze or natural stone (eg. granite).
- 9.4 *Monuments* shall comply with the following:
- a) *monuments* shall be placed at the head of the *lot*;
 - b) on a single *lot*, the base of a *monument* shall not exceed two-thirds (2/3) the width of the *lot* on which the *monument* is being erected;
 - c) on a double *lot*, the base of a *monument* shall not exceed four feet (4') or forty-eight inches (48") in width;
 - d) on multiple *lots* (ie. three, four, etc.), the base of a *monument* shall not exceed five feet (5') or sixty inches (60") in width;
 - e) no *monument*, including the base, shall exceed four feet (4') in height;
 - f) no *monument* shall exceed sixteen inches (16") in length;
 - g) only the surname may be permitted to be inscribed on the back of a *monument*. Except, in the instance wherein a Rights Holder has the *interment rights* to *lots* that are back to back, then lettering may be allowed on the back of the *monument* with the approval of the *Cemetery Operator*.
- 9.5 *Foundations* shall comply with the following:
- a) a concrete *foundation* shall be required for all upright *monuments*;
 - b) all *foundations* for *monuments* shall be built by, or contracted to be built for, the *Cemetery Operator* at the expense of the *Interment Rights Holder*;
 - c) the *foundation* shall be built in the designated space and in the exact dimensions of the *monument* base. If incorrect dimensions have been given on the Foundation Order Form, the *foundation* will be removed and rebuilt or modified by the *Cemetery Caretaker* or those designated to do work on behalf of the *Cemetery Operator* at the expense of the *Interment Rights Holder* or person acting on behalf of the Holder;
 - d) *foundations* will be a minimum of 4 feet deep, and they shall be set at the direction of the *Cemetery Operator*. *Foundations* must be cured for a minimum of forty-eight (48) hours before placing the *monument*.
- 9.6 Flat Markers shall comply with the following:
- a) a flat *marker* may be placed at the head of a *lot* provided there is no upright *monument* erected on said *lot* and shall not exceed sixteen inches (16") in length;
 - b) a flat *marker* may be placed at the foot of a *lot* that contains an existing upright *monument* provided it does not exceed two-thirds (2/3) the width of the *lot(s)*, including the casing or cement border, on which the *marker* is being installed;

- c) on a single or double *lot*, including the memorial *lots* section, a flat *marker* shall not exceed two-thirds (2/3) the width of the *lot(s)*, including the casing or cement border, on which the *marker* is being installed;
- d) a flat *marker* placed at the foot of a *lot* shall not exceed fourteen inches (14") in length;
- e) all *markers* are to be flat on top and set level with the ground so that a lawn mower can pass safely over them and shall be set in the ground by the *Cemetery Caretaker* or designate, or the *monument* dealer/supplier in accordance with *cemetery* specifications;
- f) the minimum thickness for flat *markers* including footstones is four inches (4");

9.7 No *monument* shall be delivered to the *cemetery* for installation until the *monument foundation* has been completed, and the *monument/marker* retailer has been notified by the *Cemetery Operator*.

9.8 In the event that a *monument* located on a *lot* prevents a casket *interment* from taking place, only *cremated remains* will be permitted to be interred on such *lot* unless the *Interment Rights Holder* is prepared to remove, at its own expense, such *monument/foundation* to permit a casket *interment* to take place.

9.9 No free standing structures composed in whole or in part of wood or iron shall be permitted to be installed on any *grave*.

9.10 No *monument*, footstone, *marker* or memorial of any description shall be placed, moved, altered, or removed without permission from the *Cemetery Operator*.

9.11 When any *monument*, gravestone or memorial, of any kind, is to be removed, or any inscription made or cleaning done, permission shall be obtained from the *Cemetery Caretaker*.

9.12 Minor scraping of the *monument* base of an upright *monument* due to grass/lawn maintenance is considered to be normal wear.

9.13 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.

9.14 The *Cemetery Operator* does not accept any responsibility or liability for a picture, photograph or *monument* should a picture or photograph become lost, faded, cracked, damaged or need to be removed.

9.15 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.

9.16 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 *Cemetery Operator*.

9.17 Any contractor performing work at the *cemetery* at the request of any person who damages any *lot*, upright *monument*, *marker* or other structure, or otherwise does

any injury in the *cemetery*, shall be personally responsible for such damage or injury and in addition thereto, his/her employers shall be liable.

- 9.18 All work done by *monument/marker* dealers should be arranged through the *Cemetery Caretaker*.

10. CARE OF LOTS

- 10.1 The *Cemetery Operator* reserves the right to regulate the articles placed on *lots* or *plots*, including those that pose a safety threat; prevents the *Cemetery Operator* 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.
- 10.2 All *lots* and *plots* shall be maintained and kept properly graded, sodded and mowed by the *Cemetery Operator* or designate.
- 10.3 No person other than the *Cemetery Operator* or designate shall change the grading of a *lot*. In the event of any such change, the *Cemetery Operator* may restore the *lot* to its original grade at the expense of the Holder.
- 10.4 No unauthorized person shall move *grave markers* in the *cemetery*.
- 10.5 Borders, fences, railing, cut-stone coping and hedges in or around *lots* are not permitted, except that borders to protect flowers can only be installed by permission of the *Cemetery Caretaker*. The borders around flower beds shall not exceed the width of the *monument/marker* base located at the head of a *grave* and must not exceed 50.8 cm (20 inches) distance from the *monument/marker* base. The *Cemetery Operator* shall not be responsible for such borders installed or for damage to such borders by lawn mowing or trimming equipment.
- 10.6 All moon rays and other free standing articles shall be placed in a *defined flower bed* to allow the *Cemetery Operator* or designate to perform general *cemetery* operations in an effective and efficient manner.
- 10.7 Nails, wires, glass or breakable pottery/ornamental containers/articles, or any other material that creates a hazard to workers and to visitors when neglected or broken shall not be permitted in the *cemetery*. The *Cemetery Caretaker* or designate shall have the authority to remove any neglected containers/articles deemed to be creating a hazard.
- 10.8 Candles, incense and flammable articles shall not be permitted in the *cemetery*.
- 10.9 The *Cemetery Operator* shall not be responsible for loss or damage to *lots* and structures or objects thereon, or for flowers or articles removed from any *lot* or *grave*.
- 10.10 When necessary, the *Cemetery Operator* or designate shall lay wooden planks on the burial *lots* and paths to protect the surface from damage of heavy equipment when undertaking required work within the *cemetery*.

- 10.11 No person shall plant trees, flower beds or shrubs in the *cemetery* except with the approval of the *Cemetery Operator*.
- 10.12 All flower beds are required to be maintained. The *Cemetery Caretaker* or designate shall have the right to remove a flower bed if it is not being maintained.
- 10.13 Flower beds shall be permitted in front of upright *monuments* and *markers* located at the head of *lots*, but must not exceed 50.8 cm (20 inches) distance from the *monument/marker* base. Beds are not to exceed the *monument/marker* width and where there is no *monument*, flower beds can only be planted by permission of, and under the direction of the *Cemetery Caretaker*. Planting of borders around *lots* is prohibited. Exceptions may apply to those who hold the rights to consecutive *lots* only upon written approval by the *Cemetery Operator*.
- 10.14 Flowers placed on a *grave* for a funeral shall be removed by the *Cemetery Operator* or designate after a reasonable time to protect the sod and maintain the tidy appearance of the *cemetery*.
- 10.15 In the event that a flower bed located on a *lot* impedes a casket *interment*, the *Cemetery Operator* or designate shall have the right to remove such flower bed. It is the responsibility of the *lot* owner to replace such flower bed if desired.
- 10.16 Any flowers not attended to by June 1st of each year may be cleaned up/removed by the *Cemetery Caretaker* or designate. All annual flowers must be removed or cleaned up by October 15th of each year.
- 10.17 Artificial flowers, artificial wreaths without glass covers, potted plants, etc. are permitted to be placed on a *lot* after November 15th of each year and must be removed before April 1st of each year, otherwise the *Cemetery Caretaker* or designate will remove and dispose of them. Artificial wreaths must be securely fastened to the *monument*, or where there is not *monument*, mounted on a stand of at least 76.20 cm (30 inches) high securely anchored to the ground.
- 10.18 The *Cemetery Operator* reserves the right to remove all flowers, potted plants, wreaths and baskets of flowers when they become withered or unsightly, or for any other reasons such removals are in the best interest of the *cemetery*.

11. TREE DEDICATION PROGRAM

- 11.1 A person wishing to participate in the Tree Dedication Program must complete a 'Tree Planting Dedication Program' Form and pay the required fee in accordance with the *Cemetery Price List* at the time of purchase.
- 11.2 The Tree Dedication Program includes the planting of one (1) tree and the installation of a 6" x 12" flat *marker*, at a location at the discretion of the *Cemetery Caretaker*.
- 11.3 The tree shall be planted and the *marker* installed by the *Cemetery Caretaker* or designate.
- 11.4 The Tree Dedication Program includes the cost to replace a tree, if necessary, at the discretion of the *Cemetery Caretaker*.

- 11.5 Trees for this program shall only be planted in the spring and fall of every year.

12. CONTRACTOR PROVISIONS

- 12.1 This by-law applies to all contractors and all work carried out by contractors within the *cemetery* grounds.
- 12.2 Any contractor who damages any *lot*, upright *monument*, *marker* or other structure, or otherwise does any injury in the *cemetery*, shall be personally responsible for such damage or injury and in addition thereto, his/her employers shall be liable.
- 12.3 No work will be performed at the *cemetery* unless authorized and approved by the *Cemetery Operator* and *Cemetery Caretaker*.
- 12.4 Contractors shall temporarily cease all operations during a funeral or scheduled public gathering within the *cemetery*.
- 12.5 Contractors performing work at the *cemetery* for or at the request of any person must provide to the *Cemetery Operator* proof of liability insurance and W.S.I.B. coverage and must comply with all applicable workplace safety and environmental legislation.

13. CONDUCT WITHIN THE CEMETERY

- 13.1 All visitors should conduct themselves in a quiet manner that shall not disturb any service being held. Any person disturbing the quiet and good order of the *cemetery* by noise or other improper conduct or who violates these rules, shall be expelled from the grounds.
- 13.2 The *Cemetery Caretaker* and/or designate are empowered to preserve order and decorum in the *cemetery*.
- 13.3 No person may damage, destroy, remove or deface any property within the *cemetery*.
- 13.4 Any person who, in the *cemetery*, damages or moves any tree, plant, *marker*, fence, structure or other thing usually erected, planted or placed in a *cemetery* is liable to the *Cemetery Operator* and any *Interment Rights Holder* who, as a result, incurs damage. The amount of damages shall be the amount required to restore the *cemetery* to the state that it was in before anything was damaged or moved by the person liable.
- 13.5 No parades other than funeral processions shall be admitted to or be organized within the *cemetery*.
- 13.6 Children under the age of twelve (12) are welcome on the *cemetery* grounds when accompanied by an adult, who shall be responsible for their good conduct.
- 13.7 Visitors shall not run or walk over the *lots* or climb upon the *monuments*.


- 13.8 Vehicles within the *cemetery* shall be driven at a moderate rate of speed and shall not leave the roadways.
- 13.9 All-terrain vehicles or snowmobiles shall be prohibited on the *cemetery* grounds.
- 13.10 Proprietors of vehicles and other drivers shall be held responsible for any damage done by their vehicles within the *cemetery*.
- 13.11 Discharging of firearms, other than in regular volleys at burial services shall be prohibited in and around the *cemetery*.
- 13.12 Dogs and other pets shall be restrained by a proper leash and accompanied by their owner when visiting the *cemetery* grounds. Every owner shall remove forthwith, and sanitarily dispose of excrement left by dogs and other pets on the *cemetery* property.
- 13.13 Any complaints by *Interment Rights Holders* or visitors should be made to the *Cemetery Operator* and not the workers on the grounds and controversies with workers or other on the grounds are to be avoided.
- 13.14 No tips or gratuities are to be given to the *cemetery* workers by visitors or *Interment Rights Holders*, nor shall any be accepted by the *cemetery* workers.
- 13.15 No signs, notices, or advertising of any kind shall be allowed within the *cemetery* or within the immediate boundaries of the *cemetery* except those placed by the *Cemetery Operator*.
- 13.16 No picnic party shall be permitted in the *cemetery*.

14. EFFECTIVE DATE

- 14.1 In accordance with the Funeral, Burial, and Cremation Services Act, 2002, the provisions of this By-law shall come into force and take effect the latter of **2nd of July, 2020** and the date of approval of this by-law by the *Registrar* of the FBCSA.

PASSED this 2nd day of July, 2020.

June 25, 2020



Mayor, Janet Horner



Acting Clerk, Tracey Atkinson