

**THE CORPORATION OF THE MUNICIPALITY OF  
OLIVER PAIPOONGE**

**BY-LAW NO. XX-2022**

*A By-Law to establish rules and regulations for Stanley Hill Cemetery*

**WHEREAS** the Municipality of Oliver Paipoonge owns and operates the Stanley Hill Cemetery pursuant to a license issued by the Bereavement Authority of Ontario;

**AND WHEREAS**, pursuant to Section 150 of Ontario Regulation 30/11 of the *Funeral, Burial and Cremation Services Act*, 2002, as amended, cemetery operators may make bylaws for the proper operation and management thereof;

**AND WHEREAS** the Municipality wants the Stanley Hill Cemetery to be representative of the Municipality as the final resting place of persons who lived part or all of their lives in the Municipality;

**AND WHEREAS** the Municipality recognizes the Stanley Hill Cemetery is not funded by user fees alone but is tax-supported and residents and former residents have contributed and continue to contribute to maintain and operate the Cemetery;

**AND WHEREAS** Council deems it expedient to provide for rules and regulations for the proper governance and maintenance of the Municipality of Oliver Paipoonge Stanley Hill Cemetery;

**NOW, THEREFORE, THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF OLIVER PAIPOONGE ENACTS AS FOLLOWS:**

1. In this by-law;

1.1. “Body” means the body of a deceased person;

1.2. “Burial Permit” means a permit for the disposition of human remains or cremated human remains issued by the Division Registrar pursuant to the Vital Statistics Act, R.S.O. 1990, c. V.4 and its regulations, as amended;

1.3. “Care and Maintenance Fund” means the trust fund in which a percentage of the purchase price of all Interment Rights and set amounts for marker and monument installations is contributed; and wherein the interest earned from such funds is used to provide care and maintenance of lots, plots, markers, monuments and structures in cemeteries;

1.4. “Cemetery” means the Stanley Hill Cemetery located on the lands described as Con 2 N/R Pt Lot 32 & 33 incl RP 55R12290 Part 2 & 3;

1.5. “Cemetery Foreman” means the person who opens and closes the graves; and represents the Municipality for all interments;

1.6. “Cemetery Operator” means the Municipality as represented by the Clerk or his/her designate appointed to oversee the administration and operations of the cemetery;

1.7. “Cemetery Owner” means the Corporation of the Municipality of Oliver Paipoonge;

1.8. “Cemetery/Parks Supervisor” means the person who is responsible for operating and maintaining the cemetery grounds;

1.9. “Cemetery Price List” means the list showing the prices charged for Licensed Services;

1.10. "Cemetery Services" means;

In respect of a lot, regular or cremation:

- a) opening and closing of a grave,
- b) interring or disinterring human remains,

In respect of a niche, compartment in a columbarium;

- a) opening, closing and sealing of the niche or compartment,

In respect of a cemetery, such other services as are provided by the Cemetery Operator at the Cemetery;

1.11. "Cemetery Supplies" includes interment vaults, markers, liners, urns, and other articles provided by third parties and intended to be placed in a cemetery;

1.12. "Clerk" means the Clerk of the Municipality of Oliver Paipoonge;

1.13. "Columbarium" means a structure designed for the purpose of interring cremated human remains in sealed compartments. A compartment is referred to as a niche and can hold up to two cremated remains;

1.14. "Contract" means the document issued by the Cemetery Operator to the purchaser once the applicable Licensed Services have been paid in full, identifying ownership of the Interment Rights and other Licensed Services and the certain conditions under which those Interment Rights and other Licensed Services may be exercised;

1.15. "Council" means the Council of the Corporation of the Municipality of Oliver Paipoonge;

1.16. "FBCSA" refers to the *Funeral, Burial and Cremation Services Act*, 2002, S.O. 2002, c. 33 and all amendments thereto together with all Regulations prescribed thereunder, and, as the case may be, antecedent legislation and its regulations or successor legislation and its regulations;

1.17. "Former Resident", for the purpose this bylaw, means a person who owned land within the Municipality of Oliver Paipoonge, or lived within the Municipality of Oliver Paipoonge;

1.18. "Human remains" means a dead human body and includes a cremated human body;

1.19. "Income" means the interest or money earned, including the compounding thereof, by the investment of funds;

1.20. "Inter" means the disposition of human remains or cremated human remains;

1.21. "Interment" means the opening and closing of an inground lot, plot, columbarium, cremation monument or other structure for the disposition of human remains or cremated human remains;

1.22. "Interment Rights" includes the right to require or direct the interment of human remains or cremated human remains in the Cemetery in a regular lot, cremation lot or columbarium niche, intended for the interment of human remains and cremated human remains, and direct the associated memorialization;

1.23. "Interment Rights Certificate" means the document issued by the Cemetery Operator to the purchaser once the applicable Licensed Services have been paid in full, identifying ownership of the Interment Rights and summarizing the key provisions of the Contract;

1.24. "Interment Rights Holder" means a person with Interment Rights with respect to a lot or niche;

- 1.25. "Licensed Services" means cemetery services, funeral services and transfer services and includes Interment Rights and any other services and Cemetery Supplies that are sold or provided by the Cemetery Operator;
- 1.26. "Lot, Cremation" means an area of land in the Cemetery containing or set aside to contain cremated human remains, normally sized 2' x 2'.
- 1.27. "Lot, Regular" means an area of land in the Cemetery containing or set aside to contain human remains, normally sized 4' x 10'.
- 1.28. "Marker" means any permanent memorial structure that is set flush and level with the ground on a regular lot or cremation lot or affixed to columbarium niche used to mark the location of human remains;
- 1.29. "Monument" means any permanent memorial projecting above the ground installed within a designated space to mark the location of human remains on a lot;
- 1.30. "Municipality" means the Corporation of the Municipality of Oliver Paipoonge;
- 1.31. "Niche" means a sealed compartment in a columbarium for the disposition of cremated human remains;
- 1.32. "Non-Resident", for the purposes of this a by-law, means a person who is not a Resident or Former Resident;
- 1.33. "Plan" means the plan of the cemetery approved by the Ministry of Government and Consumer Services;
- 1.34. "Plot" means a certain area of land in the Stanley Hill Cemetery containing or set aside to contain human remains or cremated human remains. A Plot consists of approximately three (3) regular size lots.
- 1.35. "Prescribed" means prescribed by the regulations made under the FBCSA as amended;
- 1.36. "Public Register" means the register that is required to be made available to the public and contains the information as prescribed under the FBCSA as amended;
- 1.37. "Registrar" means the Registrar appointed under the FBCSA as amended;
- 1.38. "Regular Interment" means the interment of human remains that have not been cremated;
- 1.39. "Regulations" means the regulations made pursuant to the FBCSA as amended;
- 1.40. "Resident", for the purpose this bylaw, means a person owning land within the Municipality of Oliver Paipoonge, or living within the Municipality of Oliver Paipoonge;
- 1.41. "Statutory Holiday" means holidays recognized by the Municipality on which employees do not work;
- 1.42. "Transfer" shall mean a gift, bequest or devolution under a will, but not a resale;
- 1.43. "Transferee" means a person to whom the interment rights with respect to a lot(s) have been transferred;
- 1.44. "Treasurer" refers to the Treasurer of the Municipality of Oliver Paipoonge;
- 1.45. "Tribunal" means the Licence Appeal Tribunal;

1.46. "Trust Fund" means a trust fund established for the purpose of FBCSA as amended;

1.47. "Urn" means any container used to hold cremated remains;

1.48. "Vault" means a burial chamber (underground).

2.
  - a) The Treasurer shall collect all monies payable under this by-law.
  - b) All lots for which interment rights have been sold shall be under maintenance and care of the Municipality and the disposition of all monies received by the Treasurer from the sale of interment rights shall be as allowed by the FBCSA as amended;
  - c) Every person installing a marker or monument shall pay an amount as prescribed by Regulations which will be paid into the Care and Maintenance Fund.
3. All income from the monies received for maintenance and care, whether invested or on deposit in a chartered bank, together with all other income from whatever source, shall be used for the ordinary expense of maintenance and improvement of the Cemetery, markers and monuments.
4. The Clerk is authorized by the Cemetery Owner to create and revise contracts, forms and other documents for cemetery administration provided they are consistent with this By-Law and the FBCSA as amended.
5. Schedule "A" Rules and Regulations of the Stanley Hill Cemetery shall form a part of this By-Law.
6. The Cemetery Operator shall maintain the Cemetery Price List in compliance with Ontario Regulation 30/11 of the FBCSA as amended. The Cemetery Price List may be updated from time to time without amendment to this By-Law and shall be available and displayed in accordance with Ontario Regulation 30/11 of the FBCSA as amended.
7. This bylaw shall not come into force and effect until it is filed and approved by the Registrar, Cemeteries Regulation Unit, Ministry of Government and Consumer Services, pursuant to the FBCSA as amended.
8. Upon this bylaw being approved by the Registrar, Cemeteries Regulation Unit, Ministry of Government and Consumer Services, By-law 734-2013 is hereby repealed in its entirety.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS XX<sup>th</sup>  
DAY OF XXXXXXXX 2022.**

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**MAYOR, Lucy Kloosterhuis**

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**CAO/CLERK, Wayne Hanchard**

**SCHEDULE A**  
**RULES AND REGULATIONS OF THE STANLEY HILL CEMETERY**

**PART 1**  
**FINANCIAL**

1. All prices for cemetery lots, niches and services shall be set out the Cemetery Price List. Prices shall include the applicable portion for deposit to the Cemetery's Care and Maintenance Fund.
2. The Cemetery Price List shall be provided, at no charge, to each person who requests one.
3. All Interment Rights and Licensed Services shall be paid in full at the time the Contract is entered into; and may be purchased by cheque, cash, debit, credit card or money order.
4. 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 by Ontario Regulation 30/11 of the FBCSA as amended.
5. The monies received for Licensed Services shall be held by the Treasurer for a period of thirty (30) days as prescribed by the FBCSA as amended.
6. As required by Section 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 the installation of monuments and markers shall be 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 the interment rights are cancelled within thirty (30) days of the original purchase.
7. The Treasurer shall transfer the monies received for Licensed Services into the Cemetery Care and Maintenance Fund in accordance with the provisions of the FBCSA as amended.
8. The Treasurer shall maintain, invest, and administer the Care and Maintenance Fund in accordance with the provisions of the FBCSA as amended.

**PART 2**  
**RULES OF CEMETERY MANAGEMENT**

1. The Cemetery Owner, being the Corporation of the Municipality of Oliver Paipoonge, reserves the full control over the cemetery operations and management of land within the cemetery grounds.
2. The Cemetery/Parks Supervisor and the Cemetery Operator shall have custody of the cemetery under the direction of the Cemetery Owner.
3. The Cemetery Operator and the Cemetery/Parks Supervisor shall ensure the provisions of this Bylaw are upheld. All procedures will comply with the FBCSA as amended.
4. The Stanley Hill Cemetery may be visited each day from sunrise to sunset, unless closed by the Cemetery Operator or Cemetery/Parks Supervisor or his/her designate. Vehicle access will be restricted during the winter months due to weather effect on the condition of the internal roads. Passage over such roads shall be at the peril of the persons using the internal roads.
5. The Cemetery Owner shall take reasonable precautions to protect the property of Interment Rights Holders, but it assumes no liability or responsibility for the loss of, or damage to (including damage by the elements, Acts of God, or vandals), any lot, plot, columbarium niche, cremation monument, 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 negligence of Municipality employees or contractors hired by the Municipality.
6. A public register shall be maintained in accordance with Section 110 of Ontario Regulation 30/11, as amended, that sets out particulars of Interment Rights Holders, interments and disinterments. Said register shall be available to the public during regular office hours at no charge.
7. Only human remains shall be interred in the cemetery and in no case shall the bodies of any pets be placed in any grave in the cemetery.
8. Private structures are not permitted.
9. The Cemetery/Parks Supervisor or his/her designate may remove flowerbeds which have not been arranged through the Cemetery/Parks Supervisor or his/her designate.
10. The Cemetery Owner has the right at any time to resurvey, enlarge, diminish, re-plot, change or remove plantings, 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.
11. A copy of this By-law and any amendments of this Bylaw shall be available, at no charge, to be reviewed by the public at the municipal office during regular office hours. This Bylaw and any amendments to this Bylaw shall be posted on the Municipality's web site.
12. The Cemetery Operator may, from time to time, change or amend this By-law, in accordance with the Act and its Regulations, in order to best serve the interests of the Cemetery and the Interment Rights Holders.
13. This By-law and all amendments are subject to the approval of the Registrar, Cemeteries Regulation Unit, Ministry of Government and Consumer Services pursuant to Section 151, Ontario Regulation 30/11, as amended.

**PART 3**  
**SALE, RESALE & TRANSFER OF LICENSED SERVICES**  
**AND INTERMENT RIGHTS**

**SALE OF LICENSED SERVICES AND INTERMENT RIGHTS**

1. The Cemetery Operator has the Interment Rights for available regular lots, cremation lots, and columbarium niches for sale.
2. Only persons who are Residents or Former Residents may purchase Interment Rights.
3. The Interment Rights Holders for whom the Interment Rights are purchased must be persons who are Residents or Former Residents. No person shall hold Interment Rights for more than one regular lot, cremation lot or niche except if Interment Rights have been transferred to a person through inheritance.
4. Only one person may be the Interment Rights Holder for the Interment Rights applicable to one lot or niche; joint ownership is prohibited.
5. Persons wanting to buy Interment Rights for lots or niches do not have the right to choose the lots or niches. The Cemetery Operator will provide choices to the persons of available lots and niches. The Cemetery Operator will make these choices taking into account primarily logical development of the cemetery to facilitate its operations and secondarily the desires of families who want lots or niches in close proximity to one another.
6. Purchasers purchase Interment Rights for Interment Rights Holders and consent to the Interment Rights Holders have the sole right to exercise the Interment Rights. The Purchaser shall not hold the Municipality responsible for the exercise of the Interment Rights by the Interment Rights Holder and forever waive any claims, actions, or other proceedings against the Municipality in any way related to the exercise or non-exercise of the Interment Rights by the Interment Rights Holder.
7. Interment Rights Holders acquire only the right to direct the burial of human remains or cremated human remains and the installation of monuments, markers and inscriptions subject to the conditions set out in this By-Law.
8. Fees paid for Licensed Services will be in accordance with the Cemetery Price List.
9. Sales of Licensed Services are done through a Contract.
10. After payment of fees and execution of the Contract by the purchaser and the Cemetery Operator, the purchaser shall receive:
  - a) a copy of the Contract;
  - b) a copy of the Interment Rights Certificate;
  - c) a copy of the Cemetery By-law;
  - d) a copy of the current Cemetery Price List; and,
  - e) a copy of the Consumer Information Guide to Funerals, Burials and Cremation Services.
11. The Contract shall include, but is not limited to:
  - a) the contract reference number that shall be sequential;
  - b) the date of the contract;
  - c) the Cemetery Operator's License Number;
  - d) the name, address, telephone number of the Interment Rights Purchaser and Interment Rights Holder;
  - e) the name, address, telephone number of the Cemetery Operator;
  - f) the size and location of the lot or niche;
  - g) the number and type of interments permitted;

- h) the date of purchase, the amount paid for the lot, the amount to be deposited in the Care and Maintenance Fund and the amount of tax paid;
- i) the By-Law that governs the cemetery and interment rights;
- j) other Licensed Services the Interment Rights Holder has purchased;
- k) any limitations or restrictions on exercising the Interment Rights;
- l) any limitations with respect to markers or lot decorations;
- m) the Purchaser's cancellation rights and the conditions under which those rights may be exercised;
- n) a statement regarding transfer/resale restrictions of said Interment Rights;

and shall be subject to the provisions of the FBCSA as amended and to the provisions of this By-Law.

12. The Interment Rights Certificate shall include:

- a) the contract reference number that shall be sequential;
- b) the name and location of the Stanley Hill Cemetery;
- c) the name of the Interment Rights Holder;
- d) the location and dimensions of the lot to which the Interment Rights relate;
- e) the date on which the Interment Rights are purchased or transferred;
- f) the amount paid for the Interment Rights including the amount deposited into the Care and Maintenance Fund;
- g) a statement that, if the Interment Rights Holder resells or transfers the Interment Rights, the endorsed Interment Rights Certificate must be returned to the Cemetery Operator before the Cemetery Operator is required to issue a new Interment Rights Certificate;
- h) in a conspicuous manner on the Interment Rights Certificate, a statement whether any restrictions or obligations exist with respect to the installation of markers and if so, a statement of what they are or a reference to the applicable provisions of this By-Law;

13. A Contract is not valid and enforceable unless:

- a) the Contract is written and signed by both parties;
- b) the Contract sets out the Purchaser's cancellation rights;
- c) the Contract sets all the Licensed Services to be provided and the price charged for each of them;
- d) the Cemetery Operator provides a signed copy of the Contract to the Purchaser;
- e) the Cemetery Operator provides all documents specified in Section 9 above.

14. The purchaser of Licensed Services has the right to cancel a Contract within thirty (30) days of signing the Contract by providing written notice of the cancellation to the Cemetery Operator. The Cemetery Operator will arrange refund all monies paid by the purchaser within thirty (30) from the date of request for cancellation. No refund is available if Interment Rights have been exercised. Purchasers shall return their copies of Contracts and Interment Rights Certificates to the Cemetery Operator upon cancellation.

## **RESALE & TRANSFER OF INTERMENT RIGHTS**

- 15. In a resale of Interment Rights, consideration is paid by the acquirer to the Interment Rights Holder to purchase the Interment Rights. In a transfer of Interment Rights, no consideration is paid by the acquirer to receive the Interment Rights.
- 16. Resale of Interment Rights by Interment Rights Holders is permitted subject to the requirements of this By-Law and the provisions of the FBCSA as amended.
- 17. Interment Rights Holders may not sell Interment Rights for an amount greater than the price of those Interment Rights on the Cemetery Price List in effect at the time of sale.
- 18. Interment Rights may not be resold to persons who are not Residents or Former Residents.



Resold Interment Rights may not name persons who are not Residents or Former Residents as Interment Rights Holders.

19. Interment Rights Holders reselling Interment Rights are required to contact the Cemetery Operator so the transfer of ownership can be recorded by the Cemetery Operator and a new Contract and Interment Rights Certificate issued.
20. Transfer of Interment Rights to third parties by Interment Rights Holders is permitted subject to the requirements of this By-Law and the provisions of the FBCSA as amended.
21. Interment Rights may not be transferred to persons who are not Residents or Former Residents except through inheritance. Transferred Interment Rights may name persons who are not Residents or Former Residents as Interment Rights Holders.
22. Interment Rights Holders transferring Interment Rights are required to contact the Cemetery Operator so the transfer of ownership can be recorded by the Cemetery Operator and a new Contract and Interment Rights Certificate issued.
23. The Cemetery Operator reserves the right to require the production of a notarized copy of the will or certificate of appointment as executor or trustee of an estate or other evidence sufficient to prove ownership or authority to deal with the Interment Rights of a deceased person.
24. Interment Rights for a regular lot, cremation lot or niche are indivisible. A portion of the Interment Rights may not be sold or transferred, e.g., interment for one urn containing cremated human remains in a regular lot.
25. If a person who is an Interment Rights Holder sells or transfers his/her Interment Rights, that person may not subsequently become an Interment Rights Holder. For clarification that means any person can only be an Interment Rights Holder once in his/her lifetime.
26. No resale or transfer of any Interment Rights shall be binding upon the Cemetery Operator unless the required documentation for the sale or transfer has been received and processed by the Cemetery Operator. Failure of Interment Rights Holders to contact the Cemetery Operator and have resales and transfers recognized by the Cemetery Operator may result in inability to exercise the Interment Rights.
27. No resales or transfers of any Interment Rights shall be processed by the Cemetery Operator if fees are outstanding on the Contracts to be sold or transferred.

#### **PROOF OF RESIDENCY OR FORMER RESIDENCY**

28. To either purchase or hold Interment Rights persons must provide evidence of residency or former residency acceptable to the Cemetery Operator. If no documents are available the Cemetery Operator may accept affidavits of the persons wanting to purchase or hold Interment Rights and/or other persons attesting the persons wanting to purchase or hold Interment Rights were former residents.

#### **GENERAL**

29. The Interment Rights Holder shall notify the Cemetery Operator of any changes in his/her legal name, mailing address or other contact information.
30. It is the responsibility of the purchaser of Interment Rights and/or the Interment Rights Holder to retain the Contract and Interment Rights Certificate. Interment Rights claims may not be recognized by the Cemetery Operator without a Contract or Interment Rights Certificate.
31. There are Interment Rights acquired prior to the passage of this By-Law and current legislation and regulations under antecedent by-laws, legislation and regulations that may have been subject to different rules and regulations. This By-Law applies to the aforesaid Interment Rights, subject to specific rights in the contracts or certificates for these Interment

Rights or provisions of the FBSCA that specifically provide otherwise. In cases where there is no clarity about the rules governing Interment Rights acquired in the past, e.g., the original contract is missing or there are no rules governing certain matters, the Cemetery Operator has the discretion to decide upon the rules applicable to those Interment Rights.

**PART 4**  
**INTERMENTS AND DISINTERMENTS**

1. The Cemetery Foreman or his/her designate shall be in attendance at each interment, inurnment or disinterment.
2. The Interment Rights Holder(s) must complete an order for interment form prior to a burial taking place. Where the interment is for the Interment Rights Holder, the order for interment form shall be completed by the person authorized to act on behalf of the Interment Rights Holder. If the person authorized to act on behalf of the Interment Rights Holder is not indicated on the Interment Rights Certificate, the person seeking the interment may be required to provide a letter from Interment Rights Holder's solicitor, notarized copy of will, or any other documentation acceptable to the Cemetery Operator to demonstrate the authority to act on behalf of the Interment Rights Holder.
3. The Cemetery Operator is not responsible for any errors on the order for interment form.
4. Interments shall be permitted as follows:
  - a) One (1) casket in a regular lot;
  - b) One (1) casket plus one infant in a regular lot;
  - c) One (1) casket plus up to four (4) cremated remains in a regular lot;
  - d) Up to five (5) cremated remains in a regular lot;
  - e) Up to two (2) cremated remains in a cremation lot;
  - f) Up to two (2) cremated remains in one (1) columbarium niche.
5. Cremated remains shall be interred in Urns.
6. Cremated remains are not permitted to be scattered on a lot or anywhere else in the Cemetery.
7. Double depth interments are not permitted.
8. A burial permit or equivalent document showing that the death has been registered and the fee for the interment as outlined on the Cemetery Price List must be deposited with the Cemetery/Parks Supervisor or the Cemetery Foreman before interment can take place.
9. A cremation certificate must be submitted to the Cemetery/Parks Supervisor or the Cemetery Foreman prior to the burial or internment of cremated remains taking place.
10. Persons requesting interments in lots or plots shall be responsible for charges incurred. Payment for interment must be paid to the Cemetery Operator before a burial may take place. The interment fee includes the opening and closing of the lot.
11. The opening or closing of graves and niches may only be conducted by the Cemetery Foreman or his/her designate.
12. The Cemetery Operator, Cemetery/Parks Supervisor and/or Cemetery Foreman assume no responsibility for damages, should a lot be opened in a wrong location due to wrong or insufficient information, and any extra expense in connection with an error of this kind shall be paid by the parties ordering the interment.
13. In accordance with the FBCSA as amended the purchaser of Interment Rights must enter into a 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 of human remains.
14. No interment shall be permitted in any lot or niche where the Interment Rights have not been paid in full.
15. Payment in full for the inscription must be made prior to internment in a columbarium niche.

16. Funeral corteges within the cemetery shall follow the route indicated by the Cemetery Foreman or his/her designate.
17. Notice of each interment, including all particulars as to location and size of case, shall be given to the Cemetery Operator or his/her designate at least 48 hours in advance in the summer season, May 1<sup>st</sup> to Oct. 31<sup>st</sup>, and 72 hours in advance in the winter season, Nov. 1<sup>st</sup> to Apr. 30<sup>th</sup>.
18. Every effort will be made to complete a burial on the assigned day and time. If due to inclement weather conditions, health and safety concerns, or conditions beyond the Cemetery Foreman's control, a burial cannot be made at the scheduled time, the burial shall be completed as soon as possible at a latertime.
19. Interments from Monday to Saturday shall be allowed subject to payment in accordance with the Cemetery Price List. Interments on Sunday and Statutory Holiday are not permitted. Regardless of the day interments ordered by the Ontario Ministry of Health will be performed.
20. Vaults are highly recommended for all regular interments. For cremated remains, the vault size must be 15" wide x 15" long by 18" high or smaller.
21. Removal of casketed human remains from a lot may take place provided that the written consent (authorization) of the Interment Rights Holder and a certificate from the local Medical Officer of Health has been received by the Cemetery Operator. Removal of cremated human remains may take place provided that the written consent (authorization) of the Interment Rights Holder has been received by the Cemetery Operator. Where the human remains are those of the Interment Rights Holder, written consent may be obtained from the person authorized to act on behalf of the Interment Rights Holder. If the person authorized to act on behalf of the Interment Rights Holder is not indicated on the Interment Rights Certificate, a letter from Interment Rights Holder's solicitor, notarized copy of will, or any other documentation acceptable to the Cemetery Operator may be received to demonstrate the authority to act on behalf of the Interment Rights Holder.
22. Before a disinterment is to take place, the Cemetery Operator or his/her designate requires three (3) days of notice so that arrangements can be confirmed with the local health unit.
23. When a disinterment is to take place, the Cemetery Foreman is responsible to open the grave and under the direction of the Funeral Director retained for the purpose of the disinterment, will disinter the body.
24. A burial permit or equivalent document is not required to reinter remains that have been disinterred according to the FBCSA as amended.
25. There are Interment Rights acquired prior to the passage of this By-Law and current legislation and regulations under antecedent by-laws, legislation and regulations that may have been subject to different rules and regulations. This By-Law applies to the aforesaid Interment Rights, subject to specific rights in the contracts or certificates for these Interment Rights or provisions of the FBCSA that specifically provide otherwise. In cases where there is no clarity about the rules governing Interment Rights acquired in the past, e.g., the original contract is missing or there are no rules governing certain matters, the Cemetery Operator has the discretion to decide upon the rules applicable to those Interment Rights.

**PART 5**  
**CARE OF LOTS-GENERAL**

1. Income from the Care and Maintenance Fund shall be expended to maintain, secure and preserve the Cemetery grounds. Such expenses may include, but are not limited to expenses arising from:
  - a) Grading and sodding or seeding of lots
  - b) Maintenance of cemetery roads and water tower
  - c) Maintenance of perimeter walls and fences
  - d) Maintenance of Cemetery landscaping
  - e) Maintenance of the columbariums
  - f) Repairs and general upkeep of Cemetery maintenance buildings and equipment.
2. The Cemetery Operator 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, the Cemetery Foreman or those designated to do work on behalf of the Cemetery Owner; that prevents those designated to do work on behalf of the Cemetery Owner from performing general cemetery operations; or are not in keeping with the respect and dignity of the cemetery. Such articles and prohibited articles will be removed and disposed of without notification.
3. All lots and plots shall be maintained and kept properly graded, sodded and mowed by the Cemetery/Parks Supervisor. The said care shall include mowing the grass, clipping around monuments, seeding and refilling sunken graves, when necessary.
4. No Interment Rights Holder shall change the grading of a lot, and in case of such change, the Cemetery/Parks Supervisor or his/her designate may restore the lot to its original grade at the expense of the Interment Rights Holder.
5. An Interment Rights Holder may arrange a space for flowers and plants with the Cemetery/Parks Supervisor or his/her designate upon request. The size and location of the flowerbed will be at the discretion of the Cemetery/Parks Supervisor or his/her designate.
6. Trees, shrubs and any other woody plant may not be planted on a lot. The Cemetery/Parks Supervisor or his/her designate has the right to remove a tree or shrub or any part of a shrub or tree.
7. No plantings are permitted at the rear of a monument.
8. No glass containers or plant hangers of any kind are allowed in the Cemetery at any time.
9. Nails, wires, wooden crosses, articles of glass or pottery, or any other material that may create a hazard to Cemetery workers and/or visitors are not allowed in the Cemetery. The Cemetery/Parks Supervisor or his/her designate has the right to remove materials that may create a hazard for Cemetery workers and/or visitors.
10. Borders, fences, railings, walls, cut-stone coping, luminaires and decorative stone in or around lots are prohibited.
11. Rubbish shall not be thrown out on roads, walks or any part of the grounds in the Cemetery. Rubbish must be placed in receptacles provided at convenient points on the ground.
12. Implements or materials used in doing any work within the Cemetery shall be removed without delay and if this is not done, the Cemetery/Parks Supervisor or his/her designate shall remove the same.
13. No person, unless authorized by the Cemetery/Parks Supervisor or his/her designate, shall sod, move cornerposts or lot markers.

14. The Cemetery Owner and its employees shall not be responsible for loss or damage to any articles left upon any lot or plot.

#### **CARE OF LOTS – FLOWERS**

1. Artificial flowers are permitted on monuments provided they are properly maintained and suitable for the Cemetery. The Cemetery/Parks Supervisor or his/her designate shall remove any artificial flowers that are not in keeping with the dignity and decorum of the Cemetery.
2. Vases, urns and flower stands not properly cared for, and which are not filled with plants by the fifteenth (15<sup>th</sup>) of June in any year may be removed by the Cemetery/Parks Supervisor or his/her designate from the lot and any stand, holder, vase or other receptacle for flowers which are not in keeping with the dignity and decorum of the cemetery may be prohibited or removed by the Cemetery/Parks Supervisor or his/her designate. Objects such as vases, urns and flower stands which interfere with the care and maintenance of the cemetery for the period May 1<sup>st</sup> to Oct. 31<sup>st</sup> will be removed by the Cemetery/Parks Supervisor or his/her designate.
3. Cut flowers will be removed by the Cemetery/Parks Supervisor or his/her designate when wilted.
4. Potted plants must be placed on top of the ground as close to the monument as is practical.
5. Artificial wreaths without glass or plastic covers are allowed to be placed on the lot between Nov. 1<sup>st</sup> and Apr. 30<sup>th</sup> provided they are securely fastened to the monument, or where there is no monument, mounted on a stand of at least 76.20 (30 inches) high and securely anchored to the ground. To preserve the proper appearance of the grounds, artificial wreaths must be removed before May first (1st) of each year, otherwise the wreaths will be removed by the Cemetery/Parks Supervisor or his/her designate.

**PART 6**  
**RULES FOR VISITORS**

1. Visitors are asked to remember the respect due to the deceased and conduct themselves in a quiet, orderly manner and shall not disturb any service being held, by noise or other disturbances. The provisions and penalties of the By-Law will be strictly enforced in all cases of disturbance, wanton injury to property, disregard of the rules or conduct unbecoming to the Cemetery. Anyone who violates the rules may be expelled from the Cemetery.
2. The Cemetery/Parks Supervisor and or his/her designate are empowered and required to preserve order and decorum in the cemetery.
3. No parades other than funeral processions shall be admitted to or be organized within the Cemetery unless authorized by the Cemetery Operator.
4. Children under the age of twelve (12) years are welcome on the Cemetery grounds when accompanied by an adult who shall be responsible for their good conduct and shall see that they do not run over the lots or climb upon the monuments.
5. Vehicles within the cemetery shall be driven at a speed not exceeding 15 km per hour and shall not leave the roads or park on the grass unless directed to do so by the Cemetery Foreman or his/her designate. Vehicles shall not be driven over the burial lots of others.
6. No off-road vehicles or snowmobiles are allowed in the Cemetery.
7. Owners of vehicles and their drivers shall be held responsible for any damage done by them.
8. The carrying or discharging of firearms is prohibited in and around the Cemetery.
9. No alcohol or drugs are allowed in the Cemetery.
10. All pets in the Cemetery must be leashed and those responsible for the pet must clean-up after the pet.
9. No large assembly shall be permitted in the Cemetery grounds other than a funeral or memorial service.
10. 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 Owner 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. Any complaints by Interment Rights Holders or visitors should be made to the Cemetery/Parks Supervisor or Cemetery Operator in writing and not to workers on the grounds. Controversies with workers or others on the grounds are to be avoided.
14. Rubbish shall not be thrown on roadways, lots or walkways or any part of the ground. Receptacles are provided at convenient points on the grounds for the deposit of weeds, decayed flowers, plants, etc.
15. Any article that is detrimental to efficient maintenance or constitutes a hazard to machinery, employees or visitors, or is unsightly or does not conform with the natural beauty or design of the Cemetery, may be removed by the Cemetery/Parks Supervisor or his/her designate. Articles removed will be disposed of immediately.
16. In the interest of preventing vandalism, the gates to the cemetery may be ordered closed

by the Cemetery/Parks Supervisor or his/her designate at any time deemed to be appropriate.

17. No person shall remove any flower plant container or other object from a Cemetery lot without first receiving the permission of the Cemetery/Parks Supervisor or his/her designate, nor shall they move any flower container or other object from one lot to another without permission.
18. When a society or association desires to hold a memorial service, they shall submit their request in writing to the Cemetery Owner at least fifteen days previous to the desired date. The association or society securing this permission shall assume responsibility for any damages done to any property in the Cemetery at that time.
19. All persons are prohibited from picking any flowers, either wild or cultivated, or breaking any tree, shrub or plant.
20. All persons are prohibited from writing upon, defacing or injuring any monument, fence or other structure in or belonging to the Cemetery Owner.



**PART 7**  
**RULES FOR MOTOR VEHICLES**

1. The Cemetery/Parks Supervisor or his/her designate reserves the right to close the roads to the Cemetery at any time to vehicular traffic.
2. The drivers of all vehicles entering the cemetery shall obey the instructions of Parks/Cemetery staff and shall keep to the route allotted to them. They shall not attempt to turn around on any roadway or pass another moving vehicle and shall not exceed a speed limit of 15 km per hour.
3. Vehicles forming part of a funeral procession shall take the route allotted to that funeral and shall move in unison with the Funeral Director in charge of the funeral.
4. The drivers of all vehicles shall remain in close proximity thereto at all times and shall not block the roads.
5. The Cemetery may be visited each day from sunrise to sunset, unless closed by the Cemetery Operator or Cemetery/Parks Supervisor or his/her designate.
6. There is restricted access to the cemetery during winter months.

**PART 8**  
**RULES FOR WORKERS, MONUMENT DEALERS AND CONTRACTORS**

1. No monument, cremation monument or marker will be delivered to the Cemetery without prior notice to the Cemetery Operator.
2. No monument, cremation monument or marker will be permitted to be installed without prior payment of the fee for the Care and Maintenance Fund and any other applicable fees set out in the Cemetery Price List.
3. No monument, cremation monument or marker will be delivered to the Cemetery until the contractor is ready to proceed with the work of installation.
4. No marker, monument or cremation will be removed without notifying the Cemetery/Parks Supervisor or his/her designate.
5. All companies who do work in the Cemetery shall have Workers' Compensation Clearance Certificates as well as sufficient liability insurance to the satisfaction of the Cemetery Operator.
6. The demeanour and behaviour of all workers, employed by the Cemetery Operator or by others, while in the cemetery shall be respectful.
7. If in the immediate vicinity of a funeral, all workers shall cease work until the conclusion of the service.
8. All work must be done during the regular workday unless by special permission of the Cemetery/Parks Supervisor or his/her designate.
9. No work shall be commenced on Friday that cannot be finished by the end of that day.
10. Heavy loads shall not be permitted in the Cemetery when the roads are in unfit condition.
11. No monument or marker dealer shall park on the grass unless otherwise directed to do so by the Cemetery/Parks Supervisor or his/her designate.
12. All implements and materials used in the performance of any work shall be placed where the Cemetery/Parks Supervisor or his/her designate may direct, and all rubbish and surplus earth shall be removed when, and to where, and in such manner as the Cemetery/Parks Supervisor may order. Otherwise, the obstructions will be removed, and the expense charged to the Dealer or Contractor.
13. If a monument company desires to set a flat marker they must make written arrangements as to time of installation with the Cemetery/Parks Supervisor as all work must be supervised by Parks Staff.
14. All monuments shall be set by the party ordering the work at the price set forth in the Cemetery Price List.

**PART 9**  
**MONUMENTS AND MARKERS – GENERAL INFORMATION**

1. Any monument or marker or any inscription to be placed in or upon any lot shall be in keeping with the dignity and decorum of the Cemetery.
2. Any monument or marker shall be oriented to fit the general pattern of the Cemetery.
3. No monument, footstone, marker or memorial of any kind shall be placed, moved, altered or removed without the permission of the Cemetery/Parks Supervisor.
4. All photographs attached to any memorials or placed within the cemetery grounds shall be the sole responsibility of the Interment Rights Holder or his/her designate.
5. Candle holders and vases which constitute part of a monument are discouraged.
6. No monument or marker will be delivered to the Cemetery prior to the “Monument/Marker Installation Form” and the appropriate fee(s) being provided to the Cemetery Operator or his/her designate.

Said form shall include the following information:

- 1) Contact details for the Company
- 2) Name and Address of the Interment Rights Holder
- 3) Subject Lot
- 4) Description of the placement of the marker or monument
- 5) Dimensions of the flat marker, if applicable

For a monument:

- 6) Dimensions of the die, height, width, length
- 7) Dimensions of the base, height, width, length
- 8) Overall size
- 9) Description. i.e., colour, design.

The amount for the Care and Maintenance Fund set out in the Cemetery Price List in accordance with O. Reg. 30/11.

7. If a monument or marker in the Cemetery presents a risk to public safety because it is unstable, the Cemetery/Parks Supervisor or his/her designate shall do whatever is necessary by way of repairing, resetting or laying down the monument or marker to remove the risk.
8. The Cemetery Owner will take reasonable precautions to protect the property of Interment Rights Holders, but it assumes no liability for the loss of, or damage to, any monument or marker, or part thereof, except where such damage or loss is due to its negligence.

**MONUMENTS**

9. Monuments may only be erected on lots designated for monuments and not in any area designated for flat markers only.
10. A monument shall not be erected on any lot until all applicable fees have been paid.
11. One monument may be placed at the head of the lot and placed in line with other monuments. Monuments cannot be placed "back-to-back" against another. In addition, one marker may be placed on each lot.
12. All monuments must be made stone, bronze, concrete or some other durable material unless special permission is granted by the Cemetery Operator. No wooden materials or other monuments that normally deteriorate faster are allowed.
13. On a cremation lot, only flat markers 12 inches by 20 inches can be embedded flush with the ground (no concrete base).

## **MARKERS**

14. Land markers 15.24 cm. (6 inches) square and not less than 15.24 cm. (6 inches) deep, dressed on all sides and bearing suitable identification permanently marked thereon (usually the initial of the surname) may be placed at the corners of the lot or lots, flush with the ground, at the expense of the Interment Rights Holder or his/her designate.
15. Markers or footstones are permitted with the following size and quantity restrictions. Placement of markers or footstones must not interfere with future interment.
  - 1) Single lot maximum 30.48 cm x 60.96 cm (12" x 24")
  - 2) Double lot maximum 30.48 cm x 107 cm (12" x 42")
  - 3) Urn garden single lot maximum 30.48 cm x 50.70 cm (12" x 20")
  - 4) Urn garden double lot maximum 30.48 cm x 76.2 cm (12" x 30")
16. One marker may be placed for each interment in addition to the monument. The marker shall be placed at the end of the grave farthest from the monument and shall not exceed 30.48 cm (12 inches) by 45.72 cm (18 inches).
17. The minimum thickness for all flat markers including footstones is 10 cm. (4 inches).
18. All markers shall be made of stone, bronze, concrete or some other durable material. No markers shall be made of wood, plastic or some other weak material.
19. On the columbarium only 11" x 8" wreath niche plates are allowed to be placed. The Interment Rights Holder shall purchase the niche plate directly from the supplier and Cemetery employees shall make the installation.



**PART 10**  
**VETERANS SECTION OF CEMETERY**

1. Branch #225 of the Royal Canadian Legion (Kakabeka Legion) controls the distribution of plots within a section of the Cemetery for the interment of Legion members, veterans and spouses.
2. The Municipality shall have an agreement with the Kakabeka Legion to provide care and maintenance of this portion of the Stanley Hill Cemetery based on the rules and regulations as set out in this By-Law.