

Bylaw 36-13
The Corporation of the Municipality of Central Huron

Being a bylaw to provide for rules and regulations for Central Huron Cemeteries.

WHEREAS the *Cemeteries Act (Revised)*, R.S.O. 1990, c.4, was repealed and replaced by the *Funeral, Burial and Cremation Services Act, 2002*, S.O. 2002, c.33;

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

AND WHEREAS it is necessary to update the rules and regulations for the Municipality of Central Huron cemeteries to be compliant with the Act;

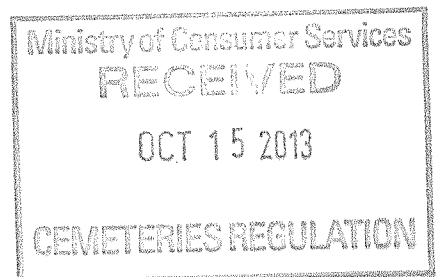
AND WHEREAS it is deemed expedient to provide for the regulation of the cemeteries owned by the Municipality of Central Huron;

NOW THEREFORE the Council of the Corporation of the Municipality of Central Huron enacts as follows:

1. That the following Schedules form part of this Bylaw and may be enforced by the provisions herein:

Schedules A to L inclusive:

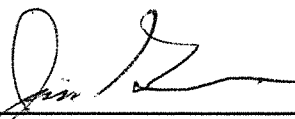
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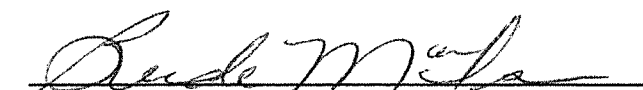
2. That all bylaws previously enacted dealing with the operation and maintenance of all cemeteries owned by the Municipality of Central Huron are hereby repealed;
3. That this bylaw shall not come into force and effect until it is filed and approved by the Registrar, Cemeteries Regulation Unit, Ministry of Consumer Services, pursuant to the *Funeral, Burial and Cremation Services Act, 2002*.

Read a first and second time this 1st day of October, 2013.

Read a third time and finally passed this 1st day of October, 2013.



Jim Ginn, Mayor



Brenda MacIsaac, Clerk

**SCHEDULE A
BYLAW NO. 36-13**

DEFINITIONS

1. *ACT* means the *Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c.33* and all amendments thereto together with all Regulations prescribed thereunder.
2. *BODY* means the body of a deceased person.
3. *BURIAL* means the opening and closing of an in ground lot or plot for the disposition of human remains or cremated human remains.
4. *BURIAL PERMIT* means a permit for the burial of human remains issued by the Division Registrar.
5. *BYLAWS* mean the rules and regulations which govern the operation of the cemetery.
6. *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 the cemeteries.
7. *CEMETERY* means the Clinton Cemetery located on Lot 25, Concession 3, 40046 Hydro Line Rd., Central Huron (former Hullett Township), County of Huron.
8. *CEMETERY MANAGER* means the Clerk or his/her designate appointed to oversee the operations of the cemetery.
9. *CEMETERY CARETAKER* means the person who maintains the cemetery grounds; opens and closes the graves; and represents the municipality for all interments.
10. *CEMETERY OPERATOR* means the Corporation of the Municipality of Central Huron. The municipal offices are located at 23 Albert St., Clinton, ON.
11. *CEMETERY PRICE LIST* means a list of the current rates for the supplies and services of the cemeteries as described in the Municipality's Tariff of Fees Bylaw.
12. *COLUMBARIUM* means a structure designed for the inurnment of cremated human remains in sealed compartments above ground.
13. *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 bylaws.
14. *CORPORATION* means the Corporation of the Municipality of Central Huron.
15. *CREMATED REMAINS* means the residue after cremation of the body or the casket or container in which it was received.
16. *DISINTERMENT* means the removal of human remains or cremated human remains.
17. *FOUNDATION* means the below-ground concrete structure upon which rests the base stone of a monument.
18. *FBCSA* means the *Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c.33*.
19. *GENERAL MAINTENANCE ACCOUNT* means the account that has been set aside for maintenance of the cemetery and for services rendered in connection with its operation.
20. *GRAVE* ,also known as a lot, means an in-ground burial space intended for the interment of a child, adult or cremated human remains.
21. *HUMAN REMAINS* means a dead human body.

22. *INACTIVE CEMETERIES* means cemeteries that are owned and maintained by the Municipality of Central Huron, but Interment Rights are not being sold for them. Any outstanding Interment Rights Certificate will be honoured for interment or inurnment. These cemeteries are governed by the rules and regulations in this bylaw as applicable. The inactive cemeteries are:
- St. John's Anglican Cemetery located at 535 Holmesville Main St.
 - Kinburn Cemetery located at 41525 Summerhill Rd.,
 - Londesboro Cemetery located at 234 Main St.
 - Ebenezer Cemetery located at 39269 Londesborough Rd.
 - Lutheran Cemetery located at 39227 Blyth Rd.
23. *INTERMENT* means a burial of human remains or cremated human remains and includes the placing of human remains or cremated human remains in a lot or cremated human remains in a niche.
24. *INTERMENT RIGHTS* means the right to require or direct the interment or inurnment of human remains in a grave, lot, niche and direct the associated memorialization.
25. *INTERMENT RIGHTS CERTIFICATE* means the document issued by the Cemetery Operator to the purchaser once the interment rights have been paid in full, identifying ownership of the interment rights.
26. *INTERMENT RIGHTS HOLDER* means the person who holds the interment rights to inter human remains in a specific lot whether the person be the purchaser of the rights, the person named in the certificate of interment rights or such other person to whom the interment rights have been assigned and shall be listed in the records of the cemetery.
27. *INURNMENT* means the placing of cremated human remains in a niche.
28. *LICENSED SERVICES* means cemetery services, crematorium services, funeral services and transfer services and includes interment rights and scattering rights and any other services that are sold or provided by a person licensed under this Act.
29. *LICENSED SUPPLIES* means caskets and markers and any other supplies that are sold by a person licensed under this Act in the normal course of a business regulated under this Act.
30. *LOT*, also known as a grave, means an area of land in a cemetery containing, or set aside to contain human remains and includes a tomb, crypt or compartment in a mausoleum and a niche or compartment in a columbarium.
31. *MARKER* means any permanent memorial structure that is set flush and level with the ground, and used to mark the location of a burial lot.
32. *MONUMENT* means any permanent memorial projecting above the ground installed within the designated space to mark the location of a burial or lot.
33. *MORTUARY* means a room or building in which Human remains are kept until they are buried or cremated.
34. *NICHE* means a sealed compartment in a Columbarium designed for the inurnment of cremated human remains.
35. *NON-RESIDENT* means a person who resides outside of the Municipality of Central Huron.
36. *PLAN* means the plan of the cemetery approved by the Ministry of Consumer Services.
37. *PLOT* means a parcel of land, sold as a single unit, containing multiple lots.
38. *PRIVATE STRUCTURES* means a mausoleum or columbarium situated on a cemetery set aside for the interment of human remains of only those persons who are related or affiliated in a manner specified in the contract at the time the interment rights are sold.
39. *PUBLIC REGISTER* means the register that is required to be made available to the public and contains the information as prescribed under the FBCSA.
40. *REGISTRAR* means the Registrar appointed under the FBCSA.

41. *REGULAR INTERMENT* means the interment of human remains which have not been cremated.
42. *REGULATIONS* means the regulations made pursuant to the *Funeral, Burial and Cremation Services Act, 2002*.
43. *RESIDENT*, for the purpose of this bylaw, means a person who resides in the Municipality of Central Huron, but also includes a former resident of at least 10 years who has moved from the municipality by reason of placement in a long term care home in another municipality, a former resident of at least 10 years who has a deceased spouse or parent interred or inurned at the cemetery, or someone who has resided in the municipality for at least 15 of the past 20 years.
44. *TRANSFER* shall mean a gift, bequest or devolution under a will, but not a resale.
45. *TRANSFeree* means a person wherein the interment rights with respect to a lot(s) have been either transferred or resold to such person.
46. *TRUST FUNDS* means those funds in which a trustee may invest, which are defined in the *Trustee Act, R.S.O. 1980*.
47. *URN* means any container used to hold cremated remains.
48. *VAULT* means a burial chamber (underground).

**SCHEDULE B
BYLAW NO. 36-13**

GENERAL INFORMATION

1. The Cemetery Operator, being the Corporation of the Municipality of Central Huron, reserves the full control over the cemetery operations and management of land within the cemetery grounds.
2. The Cemetery Caretaker shall have custody of the cemetery under the direction of the Operator.
3. The Cemetery Caretaker shall uphold the provisions of this Bylaw. All procedures will comply with the *Funeral, Burial and Cremation Services Act, 2002*, which may be amended periodically.
4. The Clinton Cemetery shall be open for visitation 24 hours a day for pedestrian access. Vehicle access may not be available at all times due to weather effect on the condition of the internal roads.
5. The Cemetery Operator shall take reasonable precautions to protect the property of Interment Rights Holders, but they assume 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, 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.
6. A public register shall be maintained in accordance to Section 110 of Ontario Regulation 30/11 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 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.
10. A copy of this Bylaw 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. If a copy is requested it will be given at no charge, but there will be a charge for additional copies to the same person. This Bylaw and any amendments to this Bylaw shall be posted on the Municipality's web site.
11. The Cemetery Operator may, from time to time, change or amend this Bylaw, in accordance with the Act and its Regulations, in order to best serve the interests of the Cemetery and the Interment Rights Holders
12. This bylaw and all amendments are subject to the approval of the Registrar, Cemeteries Regulation Unit, Ministry of Consumer Services pursuant to Section 151, Ontario Regulation 30/11.

**SCHEDULE C
BYLAW NO. 36-13**

FINANCIAL

1. All prices for cemetery lots, plots and services shall be set out in the Cemetery Price List. Prices shall include the applicable portion for deposit to the Cemetery's Care and Maintenance Fund. The price list shall conform to the requirements set out in "Division E" of O. Reg. 30/11 of the *FBCSA*.
2. A price list shall be provided, at no charge, to each person who requests one.
3. All interment rights and cemetery services shall be paid in full at the time of purchase; and may be purchased by cheque, cash or debit.
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.
5. The monies received for Interment Rights shall be held by the Treasurer for a period of thirty (30) days as prescribed by the *FBCSA*.
6. As required by Section 166 and 168 of O.Reg. 30/11, a percentage of the purchase price of all interment rights, and a prescribed amount for the installation of 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 rights are cancelled within the thirty (30) day cooling off period.
7. The care and maintenance fund amounts are:
 - a) Regular lot 4' x 10" – greater of 40% of the price of interment rights or \$250.
 - b) Urn Lot 2' x 2' – greater of 40% of the price of interment rights or \$150.
 - c) Columbarium Niche – greater of 15% of the price of interment rights or \$100.
 - d) Flat Marker less than 173 sq. in. - \$0
 - e) Flat Marker at least 173 sq. in. - \$50.
 - f) Upright Marker 4' or less in height and 4' or less in length including the base - \$100.
 - g) Upright Marker more than 4' in either height or length including the base - \$200..O.Reg. 30/11, S.166 & S.168
8. 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 and Operating Fund.
9. The Treasurer shall maintain, invest, and administer the Care and Maintenance Fund in accordance with the provisions of the *FBCSA* and Regulations made thereunder.

**SCHEDULE D
BYLAW 36-13**

SALE & TRANSFER OF LOTS

1. No person shall sell interment rights unless that person does so on behalf of and with the permission of the Municipality of Central Huron.
2. Interment rights in lots and plots may be purchased at the Municipal Office.
3. Purchasers of interment rights 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 the Cemetery Bylaw. The interment rights must be paid in full prior to any burial or installation of any marker or memorialization.
4. The Cemetery Operator has the following interment rights for sale:
Regular Lots Urn Lots Columbarium Niches
5. No monument or cornerposts will be ordered or service supplied until after the thirty (30) day cooling off period. This does not apply if the supplies or services are provided within thirty (30) days after the contract is made because of the death of the person for whom the supplies were contracted.
6. The Cemetery Operator shall provide each Interment Rights Holder at the time of sale with:
 - a) a copy of the Certificate of Interment Rights;
 - b) a copy of the Contract for Purchase of Interment Rights;
 - c) a copy of the Cemetery By-law; and
 - d) a copy of the current Cemetery Price List.
7. The Certificate of Interment Rights shall specify:
 - a) the name of the Interment Rights Holder
 - b) the size of the lot
 - c) the location of the lot
 - d) the date of purchase
 - e) the amount paid for the lot
 - f) the amount to be deposited in the Care and Maintenance Fund
 - g) the amount of tax
 - h) the amount refundable
 - i) a statement regarding transfer/resale restrictions of said interment rights;and shall be subject to the provisions of the FBCSA, 2002, and the Ontario Regulations in effect thereunder and to the approved bylaws of the Cemetery Operator which may be in effect from time to time.
8. The purchaser of the Interment Rights shall be provided with a Contract, at the time the Contract is made, as follows:
 - a) in plain language and legibly printed in 10 point or larger;
 - b) the Contract reference number which shall be sequential;
 - c) the date of the contract (date when the Interment Rights were purchased);
 - d) the name, address and telephone number of the Cemetery Operator and the purchaser of the rights and/or services;
 - e) the name, address and telephone number of the Interment Rights Holder;
 - f) the name of the person selling the Rights on behalf of the Municipality;
 - g) the Operator's licence number as provided by the Registrar;
 - h) the location and dimensions of the lot(s) being purchased;
 - i) the number and type of interments permitted in each lot;
 - j) the purchase price including an itemized breakdown of Cemetery Supplies and Services charges and all applicable taxes;
 - k) the amount being set aside in the Care and Maintenance Fund;
 - l) the existence of a Bylaw that governs the operation of the Cemetery and includes restrictions on Interment Rights in the Cemetery;
 - m) any limitations or restrictions on exercising the Interment Rights; and
 - n) any limitations with respect to markers, lot decorations and private structures.

9. A Contract for the provision of licensed supplies or services is not enforceable by the Operator unless:
 - a) the Contract is written, signed by both parties and complies with the regulations;
 - b) the Contract sets out the Purchaser's cancellation rights under the *FBCSA*;
 - c) the Contract set out all the supplies and services to be provided and the price charged for each of them;
 - d) the Operator delivers a signed copy of the Contract to the Purchaser in the prescribed manner; and
 - e) in the case of a Contract for the purchase of Interment Rights, the Operator delivers to the Purchaser,
 - i. a copy of the Bylaws of the Cemetery and written notice as to whether the Bylaws of the Cemetery permit the Purchaser to resell the Interment Rights to a third party, and
 - ii. a description of the location of the lot that is purchased.
10. The Interment Rights Holder shall notify the Cemetery Operator of any changes in their mailing address.
11. The purchaser of licensed supplies and 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 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 used for any portion of the lot. If the Interment Rights Certificate has been issued, the Purchaser must return it to the Cemetery Operator along with the cancellation request. *FBSCA, 2002, S. 42., O.Reg. 30/11, S.139.*
12. A purchaser may cancel a contract for the provision of licensed supplies and services, excluding interment rights, at any time after the expiry of 30 days from when the contract was made and if the Operator has not fully performed the contract, by providing a written notice of cancellation. The refund shall include interest earned on the money less the amount for supplies and services provided in accordance to the contract less an administrative fee less an amount for any customized supply. *FBCSA, 2002, S. 44, O.Reg. 30/11, S. 78, S.140.*
13. Resale of Interment Rights to third parties is prohibited.
14. The Cemetery Operator will repurchase the Interment Rights from the Rights Holder upon written request by the Rights Holder or his/her designate, as per S. 142 of O.Reg. 30/11, to cancel the Contract and the submission of the Certificate of Interment Rights. The purchase price shall be the current value of the Rights as set out on the current price list less the amount paid into the Care and Maintenance Fund in respect of the original purchase of the Interment Rights. Payment shall be made within 30 days of the receipt of the request.
15. No refund will be made for any lot if the interment rights have been exercised. No refund will be made for an unused lot in a plot where one or more of the lots have been used.
16. Payment in full for the inscription must be made prior to inurnment in a columbarium niche.

TRANSFER OF LOTS

17. 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.
18. No transfer of any lot shall be binding upon the Cemetery until the required documentation, including the original Certificate of Interment Rights and the Transfer Form, requested by the Cemetery Operator has been completed and received by the Cemetery Operator. A Transfer Fee shall be payable. A new Certificate shall be issued.

**SCHEDULE E
BYLAW NO. 36-13**

INTERMENT AND DISINTERMENT

1. The Cemetery Caretaker or his Designate shall be in attendance at each interment or inurnment.
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. The authorized person must provide proof of appointment to act on behalf of the deceased Interment Rights Holder if the appointment is not indicated on the Interment Rights Certificate. ie. Letter from Rights Holder's solicitor, notarized copy of will.
3. When Interment Rights are held jointly by two or more persons, the authorization for Interment will be accepted from either or any of them or their authorized representative.
4. Verbal order for interments or inurnments shall be accompanied by a completed Order for Interment Form prior to an interment or inurnment taking place.
5. The Cemetery shall not be responsible for any errors on the Order for Interment Form and shall not be responsible for any errors or misunderstandings that may arise from verbal orders.
6. Interments in lots shall be permitted as follows:
 - a) One (1) casket burial in a single lot;
 - b) One (1) cremated remains in an urn garden lot;
 - c) Up to three (3) cremated remains in urns in a single lot;
 - d) Up to two (2) cremated remains in urn vaults in a single lot;
 - e) One (1) casket burial plus two (2) cremated remains (not in vaults) in a single lot only if the casket burial has taken place;
 - f) Up to two (2) cremated remains in urns in one (1) columbarium niche.
7. A Burial Permit issued by the Registrar General or equivalent document showing that the death has been registered and the fee for the interment according to the fee set out on the price list must be deposited with an official of the Cemetery before interment can take place.
8. Where Interment Rights were purchased prior to 1955, or where there is no record of the date of purchase or record that Care and Maintenance has been paid, a fee pursuant to O. Reg. 30/11, S. 95. (2) and set out in the current Cemetery Price List, shall be paid to the Cemetery Operator prior to the any interment related to those Rights or transfer of those Rights.
9. A Cremation Certificate must be submitted to the Cemetery Caretaker prior to the burial or inurnment of cremated remains taking place.
10. Persons requesting interments in lots or plots shall be responsible for charges incurred. Payment for interment or inurnment must be paid to the Cemetery Operator before a burial may take place. The interment fee includes the opening and closing of the lot. The rates may be adjusted from time to time without prior notice by the Cemetery Operator.
11. The opening or closing of graves and niches may only be conducted by the Cemetery Caretaker, or his/her assistant or those designated to do work on behalf of the Cemetery Operator.
12. In accordance with the *FBCSA*, the Purchaser of interment 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 of human remains.
13. No interment shall be permitted in any lot or niche where the interment rights have not been paid in full.
14. Cremated remains are not permitted to be scattered on a grave.

15. Funeral corteges within the cemetery shall follow the route indicated by the Caretaker.
16. Notice of each interment shall be given to the Cemetery Caretaker at least 24 hours in advance, 8 hours of which must be regular working hours.
17. 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 Caretaker's control, a burial cannot be made at the scheduled time, the burial shall be completed as soon as possible at a later time.
18. When regular 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.
19. No interment shall take place on Sunday or Statutory Holidays unless ordered to do so by the Ontario Ministry of Health.
20. Extra charges are included in the price list for:
 - a) Sunday or Statutory Holiday interments, subject to number 19. above;
 - b) Funerals reaching the cemetery after the hour of four o'clock in the afternoon;
 - c) Saturday interments.
21. 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.
22. 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 by the cemetery caretaker before the removal of casketed human remains may take place.
23. 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.
24. Before a disinterment is to take place, the Caretaker requires three (3) days notice so that arrangements can be confirmed with the local health unit.
25. When a disinterment is to take place, the Cemetery Caretaker is responsible to open the grave and the Funeral Director retained for the purpose of the disinterment is responsible to disinter the body.
26. A burial certificate under the Vital Statistics Act is not required to reinter remains that have been disinterred according to the *FBCSA* and its Regulations.

**SCHEDULE F
BYLAW 36-13**

COLUMBARIUM REGULATIONS

1. The internal dimensions of a niche are 12" high x 12" wide x 14" deep.
2. Two (2) urns may be placed in a niche. Urns must adhere to the internal dimensions of the niche. The Caretaker may refuse to place any unsuitable and/or oversized container in the urn space.
3. All containers designed to hold the cremated remains must be permanent in nature.
4. Niches will be opened only by the Cemetery Caretaker or his/her assistant or those designated to do work on behalf of the Cemetery Operator or Caretaker and sealed by them after an inurnment is made.
5. No person other than the Cemetery Caretaker or his/her assistant or those designated to do work on behalf of the Cemetery Operator or Caretaker shall remove or alter niche fronts.
6. No inurnment shall be made without permission from the Interment Rights Holder or a person authorized to act on the Holder's behalf.
7. The only inscription permitted is on the front of the niche and the inscriptions are arranged through and approved by the Cemetery Caretaker using the designated layout form. The inscription will be at cost to the purchaser and will be changed from time to time by the supplier.
8. The niche, inurnment charges and the charge for the inscription that will go on the front of the niche must be paid in full prior to inurnment in the niche.
9. The greater of fifteen per cent (15%) of the price of the interment rights for the niche as set out on the current price list and \$100 shall be placed in the Care & Maintenance Fund of the Cemetery.
10. The inscription shall consist of the name(s) of the deceased, the year of birth and the year of death and, if wanted, one (1) line of relationship description. ie. His Wife.
11. No external decoration or ornamentation, temporary or permanent, will be permitted on the wall of or near the Columbarium and no photograph cases will be permitted to be attached to the niche.
12. Temporary floral tributes are permitted at the time of inurnment.

**SCHEDULE G
BYLAW NO. 36-13**

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:
 - Grading 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 the columbarium
 - 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 Caretaker or those designated to do work on behalf of the Cemetery Operator; prevents the Cemetery Caretaker 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 mown by the Cemetery Caretaker or his/her Designate.
4. No Interment Rights Holder shall change the grading of the subject lot, and in case of such change, the Cemetery Caretaker may restore the lot to its original grade at the expense of the Interment Rights Holder.
5. Shrubs, flowering or other plants may be cultivated on lots within one (1) foot in front of the monument, but only such varieties that are in keeping with the general plan of the grounds and subject to the approval of the Caretaker. The Caretaker has the right to remove any shrub or plant or part thereof that does not meet the requirements of this By-law or any shrub or plant, by means of their branches or roots or in any other way, have become detrimental to the adjacent lots, drains, roads, or walks or prejudicial to the general appearance of the ground or inconvenient to the public.
6. Evergreens are permitted only on lots having a monument and only one shall be planted on either side of the monument within the lot boundaries and must be maintained at a height no more than the monument. All plantings of evergreens must be approved by the Caretaker.
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 or visitors when neglected are not allowed in the cemetery.
10. Borders, fences, railings, walls, cut-stone coping 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, but 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 Caretaker shall remove the same.
13. No person, unless authorized by the Caretaker or Operator, shall sod, move cornerposts or lot markers.
14. The Cemetery shall not be responsible for loss or damage to any articles left upon any lot or plot.

**SCHEDULE H
BYLAW NO. 36-13**

CARE OF LOTS - FLOWERS

1. Artificial flowers are permitted provided they are properly maintained and suitable for the cemetery. The Caretaker 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 twentieth (20th) of June in any year may be removed 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 Caretaker.
3. Cut flowers will be removed when wilted.
4. Flowers beds not exceeding twelve (12) inches shall be permitted in front of a monument and where there is no monument, can only be made with the permission of, and under the supervision of the Caretaker. Planting of borders around lots is prohibited.
5. Flower beds are required to be cleared of tender plants after the first frost or October fifteenth (15th) of each year. Lot owners desiring to take any plants away should do so before their removal by the Caretaker becomes necessary.
6. Potted plants must be placed on top of the ground as close to the monument as is practical.
7. Artificial wreaths without glass or plastic covers are allowed to be placed on the lot after October fifteenth (15th), 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.
8. To preserve the proper appearance of the grounds, artificial wreaths must be removed before April first (1st) of each year, otherwise the wreaths will be removed by Cemetery staff.

**SCHEDULE I
BYLAW NO. 36-13**

MONUMENTS AND MARKERS – GENERAL INFORMATION

1. Any monument or other structure or any inscription to be placed in or upon any lot shall be in keeping with the dignity and decorum of the cemetery.
2. No monument, footstone, marker or memorial of any kind shall be placed, moved, altered or removed without the permission of the Caretaker.
3. No inscription shall be placed on any monument which is not in keeping with the dignity and decorum of the cemetery.
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 may constitute part of a monument if they are made principally of bronze or stainless steel. If a translucent section is necessary, it must be made of an unbreakable, heat-resistant glass or of a plastic material that is fire resistant.
 - a) Candle holders must be included in determining the overall size of the memorial;
 - b) A maximum of two candles or vases shall be placed on the base of a monument. They must be centred on the end or ends of the base;
 - c) A candle holder must be adequately drained to prevent any collection of water;
 - d) Candle holders must be fully enclosed on all sides by a door or lid.
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 Caretaker. Said form shall include the following information:
 - Contact details for the Company
 - Name and Address of the Interment Rights Holder
 - Subject Lot
 - Description of the placement of the marker or monument
 - Dimensions of the flat marker
 - For a monument:
 - Dimensions of the die, height, width, length
 - Dimensions of the base, height, width, length
 - Overall size
 - Description. ie. colour, design.
 - The amount for the Care & Maintenance set out in the current 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 Caretaker shall do whatever is necessary by way of repairing, resetting or laying down the monument or marker to remove the risk.
8. The Cemetery 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. The Cemetery Operator reserves the right to determine the maximum size of monuments, their number and their location on each lot or plot. Monuments must be of a size that would not interfere with future interments.
10. Monuments may only be erected on lots designated for monuments and not in any area designated for only flat markers.
11. Monuments must be placed at the head of the lot (west side) and placed in line with other monuments. Monuments cannot be placed "back-to-back" against another.
12. Book or pillow monuments shall be allowed in the cemetery provided that they are located at the head of the grave with a suitable foundation or cement pad.

13. The maximum size of monument allowed is:
- Height 1.07 m. (42 inches)
 - Width 1.22 m. (54 inches)
 - Base minimum thickness 30.48 cm (12 inches)
 - Die minimum thickness 15.24 cm (6 inches)
 - If the monument height exceeds .91 m. (36 inches), the die must be 20.5 cm (8 inches).
14. No foundation may be constructed after November fifteenth (15th) in any year and before April first (1st) in the following year unless authorized by the Caretaker.
15. No concrete shall be placed until the Caretaker or his/her designate has approved the grades and all loose material is removed from the grade. The placing shall commence at the low point in the grade and the concrete shall be thoroughly consolidated to eliminate all air pockets and honeycombs. No concrete shall be placed to overlap concrete that is partially set. Excavated material shall be removed from the excavation site to a place designated by the Caretaker.
16. The width of the foundation is controlled by the width of the lot or plot where it will be installed to a maximum of 1.22 m. (54 inches). No foundation shall be closer than 7.6 cm. (3 inches) to the lot width side lines.
17. Foundations will not be less than 1.52 m. (5 feet) deep and shall extend 7.62 cm. (3 inches) beyond the monument base on all sides and be flush with the ground and will provide a level surface free from defects.
18. The required concrete mix for foundations will be:
20.5 MPA 75 mm slump 20 mm aggregate 5%+/-1% Air Entraining Agent.
- All edges shall be trowel finished. Defective areas must be repaired to the approval of the Caretaker.
19. The finished concrete shall be protected from wind, rain or sun during curing, by covering it completely with a piece of plywood. Foundations must be cured for a minimum of forty-eight (48) hours before placing the monument.
20. The base must be of granite. The height of the base shall be a minimum of 20.3 cm. (8 inches). The top surface of the base must be both wider and longer than the die in order to provide a minimum border of 7.6 cm. (3 inches) of the surface of the base exposed on all sides. The bottom of the base shall be smooth sawn.

MARKERS

21. Bronze, stone or concrete 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 at the expense of the Interment Rights Holder or his/her designate, said markers to be planted flush with the ground.
22. Markers or Footstones of bronze, marble or granite are permitted with size and quantity restrictions according to the section of the cemetery and the regulation necessary as per the size of lot in that section. Its placement must not interfere with future interment.
- | | |
|---------------------------------|---------------------------------|
| • Single lot maximum | 30.48 cm x 60.96 cm (12" x 24") |
| • Double lot maximum | 30.48 cm x 107 cm (12" x 42") |
| • Urn garden single lot maximum | 30.48 cm x 50.70 cm (12" x 20") |
| • Urn garden double lot maximum | 30.48 cm x 76.2 cm (12" x 30") |
23. One marker may be placed at each grave in addition to the monument. The marker shall be placed at the end of the grave farthest from the monument, and shall not exceed 30.48 cm (12 inches) by 45.72 cm (18 inches).
24. Flat markers are to be flat on top and set level with the ground so that a lawnmower can pass safely over them.
25. The minimum thickness for all flat markers including footstones is 10 cm. (4 inches).
26. All markers, monuments shall be constructed of bronze, granite or marble.

**SCHEDULE J
BYLAW NO. 36-13**

RULES FOR MONUMENT DEALERS, CONTRACTORS AND WORKERS

1. No monument or marker will be delivered to the cemetery without the proper paperwork. See I-6. for the description of the paperwork.
2. No monument or marker will be permitted to be installed without prior payment of the Care & Maintenance Fee and the Supervision Fee as set out on the current Price List.
3. No monument or marker will be delivered to the cemetery until the foundation is completed and the contractor is ready to proceed with the work of erection.
4. No marker or monument will be removed without notifying the Caretaker.
5. All companies who do work in the Clinton Cemetery shall have Workers' Compensation coverage for their workers as well as sufficient liability insurance.
6. Contractors, masons and stone-cutters shall lay planks on the lots and paths over which heavy materials are to be moved in order to protect the surface from injury.
7. There shall not be a variance of more than 1.27 cm. (1/2 inch) in the size of the base required as stated on the work order in order to protect the surface from injury.
8. The demeanour and behavior of all workers, employed by others, while in the cemetery shall be subject to the control of the Caretaker.
9. If in the immediate vicinity of a funeral, all workers shall cease work until the conclusion of the service.
10. All work must be done during the regular work day unless by special permission of the Caretaker.
11. No work shall be commenced on Saturday that cannot be finished, and the litter and debris removed by noon of that day.
12. Heavy loads shall not be permitted in the cemetery when the roads are in unfit condition.
13. No monument or marker dealer shall park on the grass unless otherwise directed to do so by the Caretaker.
14. All implements and materials used in the performance of any work shall be placed where the Caretaker may direct, and all rubbish and surplus earth shall be removed when, and to where, and in such manner as the Caretaker may order. Otherwise the obstructions will be removed and the expense charged to the Dealer or Contractor.
15. If a monument company desires to set a flat marker they must make written arrangements as to time of installation with the Caretaker as all work must be supervised by an employee of the cemetery. The company shall pay to the Cemetery the prescribed fee plus necessary taxes as set out on the current price list.
16. Any company making a foundation in the cemetery must make written arrangements within five (5) days of the time of proposed installation with the Caretaker as all work must be supervised by an employee of the cemetery. The foundation shall be at least 1.52 m. (5 feet) deep and shall extend 7.62 cm. (3 inches) beyond the monument base on all sides and be flush with the ground. The width of the foundation shall be in accordance with the regulations for monuments in Schedule I. The foundation should be made of air entrained cement and shall be level and true so as not to cause tipping. The foundation shall not rise above the grade of the surrounding ground. The dealer shall pay the cemetery the prescribed fee plus necessary taxes, as set out in the current price list for supervising this work.

**SCHEDULE K
BYLAW NO. 36-13**


MORTUARY REGULATIONS

1. The use of the Mortuary for any cemetery other than Clinton Cemetery shall be billed at the rates shown on the current price list.
2. The fees for storage as set out on the current price list must be paid in full prior to the human remains being placed into the Mortuary. The burial permit and interment instructions must be shown at the time the fees for storage are paid.
3. The Operator may have human remains removed from the Mortuary and interred into a single lot at any time after the time limit has been reached as determined by the Caretaker, or at any time should the condition of the body render its interment, in the opinion of the local Medical Officer of Health, necessary or expedient.
4. All Funeral Homes should have appropriate insurance coverage for any human remains stored in the Mortuary.
5. All human remains must be removed from the Mortuary by the fifteenth (15th) of May in each year unless further time has been authorized by the Operator.
6. The bodies of persons dying from contagious diseases cannot be admitted to the Mortuary.
7. The Caretaker reserves the right to determine if the weather conditions are adverse enough to prevent a burial. If necessary, the Mortuary may be used at no extra charge until the weather conditions permit the interment.
8. All bodies stored in the Mortuary must be embalmed.
9. All bodies stored in the Mortuary must be within a wooden or metal casket. Reinforced cardboard containers are not permitted in the Mortuary.
10. The Cemetery 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.

**SCHEDULE L
BYLAW NO. 36-13**

RULES FOR VISITORS

1. Visitors are asked to remember the respect due to the deceased.
2. The Caretaker and or his/her Designate are empowered and are 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.
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 moderate rate of speed and shall not leave the avenues or park on the grass unless directed to do so by the Caretaker.
6. No pleasure ATV's (All Terrain 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. Discharging of firearms, other than in regular volleys at burial services authorized by the Caretaker, is prohibited in and around the cemetery.
9. No dogs or other pets shall be allowed in the cemetery.
10. No picnic party shall be permitted in the cemetery grounds.
11. 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 Clinton Cemetery 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.
12. Any complaints by Interment Rights Holders or visitors should be made to the Caretaker and not to workers on the grounds. Controversies with workers or others on the grounds are to be avoided.
13. 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.
14. Any person disturbing the quiet and good order of the cemetery by noise or other improper conduct or who violates these rules, must be expelled from the grounds.
15. Any article which 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. An article removed will be held at the cemetery for collection. If not collected, it will be disposed of after one (1) month.
16. In the interest of preventing vandalism, the gates to the cemetery may be ordered closed by the Caretaker any time deemed to be appropriate.

 Ontario	Ministry of Government Services Cemeteries Regulation	Ministère des Services gouvernementaux Réglementation des cimetières
APPROVED In accordance with the regulations under The Cemeteries Act.	APPROUVE conformément aux règlements afférents à la Loi sur les cimetières.	
Date of Approval / Date de l'approbation <u>08 November 2018</u>		
File No. of Cemetery / Numero de fiche du cimetière <u>01562</u>		
By / Par: <u>[Signature]</u>		