



## NOTICE

### DRAYTON CEMETERY

### HOLLEN CEMETERY

**TAKE NOTICE** the Corporation of the Township of Mapleton has submitted By-law Number 2023-012 to the Registrar of the *Funeral, Burial, and Cremation Services Act, 2002*. Any interested parties may contact **Larry Wheeler** at [lwheeler@mapleton.ca](mailto:lwheeler@mapleton.ca) or Tel: (519) 638-3313 x 045 for information, or to make copies. The By-law may be reviewed at [www.mapleton.ca](http://www.mapleton.ca).

The By-law is subject to the approval of the Registrar, *Funeral, Burial, and Cremation Services Act, 2002*. Telephone: Bereavement Authority of Ontario 647-483-2645 or 1-844-493-6356.

**DATED** at the Township of Mapleton this 15<sup>th</sup> day of February, 2023.

Larry Wheeler  
Municipal Clerk

# THE CORPORATION OF THE TOWNSHIP OF MAPLETON

## BY-LAW NUMBER 2023-012

Being a by-law to provide for rules and regulations that govern all cemeteries owned and/or operated by the Township of Mapleton and have been approved by the Registrar, *Funeral, Burial and Cremation Services Act, 2002* and Bereavement Authority of Ontario (BAO)

**WHEREAS** the Corporation of the Township of Mapleton owns cemeteries for the benefit of its residents;

**AND WHEREAS** the *Funeral, Burial and Cremation Services Act, 2002*, S.O. 2002, c.33 (the "Act") and its regulations imparts responsibility to the owners of cemeteries for their management, operation and care;

**AND WHEREAS** section 150(1) of Ontario Regulation 30/11 under the *Funeral, Burial and Cremation Services Act, 2002* provides that the owners of cemeteries may make by-laws affecting the operation of the cemeteries;

**AND WHEREAS** sections 8, 9 and 10 of the *Municipal Act, 2001*, authorizes the Township of Mapleton to pass by-laws necessary and desirable for municipal purposes, and in particular paragraphs 5 through 7 of subsection 10(2) authorize by-laws respecting: the economic, social and environmental well-being of the municipality; the health, safety and well-being of persons; and the provision of any service or thing that it considers necessary or desirable for the public;

**AND WHEREAS** the Council of the Corporation of the Township of Mapleton deems it desirable to enact a by-law to regulate the operation, care and control of all the Cemeteries the Township of Mapleton owns and/or operates as outlined in Schedule 'A';

**AND WHEREAS** Public Notice of Council's intention to pass this Cemetery By-Law was provided in accordance with the Act;

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

### 1. DEFINITIONS

**Act:** The *Funeral, Burial and Cremation Services Act, 2002*, S.O. 2002, c.33 and its regulations, as amended.

**Base:** The portion of a Monument or Marker which sits upon the foundation and is in turn capped by the upper main portion of the marker (the die). The base excludes the foundation beneath and the die above.

**Burial:** The opening of a lot and then the placing of dead human remains or cremated human remains in that lot, followed by closing the lot. The lot may be a grave in the ground, a crypt in a mausoleum or a niche in a columbarium.

**Cemetery By-Law:** This By-Law and any amendments hereto under which a Cemetery operates or as approved by the Council of the Corporation of the Township of Mapleton.

**Care and Maintenance Fund:** As a requirement under the Act and O. Reg 30/11 and 184/12 a prescribed amount or percentage of the purchase price (excluding tax) of all interment rights sold, transferred, assigned or permitted; and prescribed amounts for monuments and markers, shall be contributed into the care and maintenance fund. Interest earned from this fund is used to provide care and maintenance of lots, plots, markers and monuments at the Cemetery.

**Cemetery:** Land, owned and operated by the Corporation of the Township of Mapleton, that has been established as a cemetery under the Act, a private act or a predecessor of one of them that related to cemeteries, or land that was recognized by the Registrar as a cemetery under a predecessor of the Act that related to cemeteries and includes land that in the prescribed circumstances has been otherwise set aside for the interment of human remains and a Columbarium intended for the interment of human remains.

**Cemetery Operator:** The Corporation of the Township of Mapleton which reserves full control over the Cemetery management and operation of the land within in the Cemetery Ground.

**Cemetery Services:** Services provided by the Cemetery Operator in respect of the interment of human remains at a cemetery and includes:

- a) Interment rights;
- b) Opening and closing of a grave or niche;
- c) Interring or disinterring human remains;
- d) Providing temporary storage in a receiving vault;
- e) Installation of a foundation for a marker;
- f) Inspection of markers and any editing;
- g) Setting of corner posts and footstones;
- h) Transfer fee; and
- i) Other services as may be prescribed.

**Columbarium:** A structure designed for the purpose of interring cremated human remains in niches or compartments.

**Contract:** For the purpose of the Cemetery By-Law, all purchasers of interment rights must sign a contract with the Cemetery Operator detailing obligations of both parties and acceptance of the Cemetery By-Law.

**Corner Posts:** Any stone or other land markers set flush with the surface of the ground and used to indicate the location of a lot or plot.

**Council:** The Council of the Corporation of the Township of Mapleton.

**Cremation Gardens:** An area of land in the Cemetery set aside to contain cremated human remains including space for a Marker.

**Die:** The main part of the Monument excluding the Base and Foundation.

**Director of Public Works:** The Corporation of the Township of Mapleton's Director of Public Works or their designate or successor.

**Disinterment:** The removal of human remains from their place of interment.

**Fees and Charges:** The list of Cemetery Fees and Charges approved by Council.

**Foundation:** A poured concrete foundation upon which a Monument (specifically the base) is placed and is subject to constraints outlined in the Cemetery By-Law.

**Funeral Director:** An individual licensed to provide or direct the provision of funeral services or hold oneself out as available to do as part of the Act.

**Grave:** Also known as a Lot, means any inground burial space intended for the interment of a child, adult or cremated human remains.

**Human Remains:** A dead human body and includes a cremated human body.

**Inter:** The burial of human remains.

**Interment:** Shall mean **burial**.

**Interment Rights:** The right to require or direct the interment of human remains or cremated human remains in a grave, lot, niche or crypt and to authorize the installation of a monument or marker.

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

**Interment Rights Holder:** The person(s) authorized or entitled to inter human remains in a specified lot. They may be the person named in the Interment Rights Certificate or such other person to whom the rights have been assigned.

**Lot:** For the purposes of the Cemetery By-Law, is a single grave space.

**Marker:** Any permanent memorial structure – monument, plaque, headstone, cornerstone or other structure or ornament affixed or intended to be affixed to a Lot or place intended for the deposit of human remains and may be used to indicate the location of a burial.

**Monument:** Any permanent marker projecting above ground level.

**Niche:** An individual compartment in a columbarium for the entombment of cremated human remains.

**Plot:** For the purposes of the Cemetery By-Law, two or more Lots in which the Interment Rights have been sold as a unit.

**Personal Representative:** An individual who is authorized to act on behalf of the Interment Rights Holder or their estate.

**Pre-Need Supplies or Services:** Cemetery supplies or services that are not required to be provided until the death of a person alive at the time the arrangements are made.

**Registrar:** The Registrar appointed under the Act.

**Transfer Form:** Means the form to completed for any transfer or resale of Interment Rights.

## **2. APPLICATION**

- 2.1 This by-law may be cited and known as the "Cemetery By-Law".
- 2.2 In this Cemetery By-Law any word defined in the singular number has a corresponding meaning when used in the plural and vice versa.
- 2.3 The Corporation of the Township of Mapleton reserves full and complete control and management of all its assets including but not limited to the generality of the foregoing, all lands, buildings, plantings, roads, utilities, books and records of the Cemetery and complete authority to administer this by-law.
- 2.4 The Director of Public Works shall have custody of the Cemetery under the direction of the Corporation of the Township of Mapleton. The Director of Public Works has the authority to make final and binding decisions in accordance with the Act and the Cemetery By-Law.
- 2.5 The Cemetery shall be managed and governed by this Cemetery By-Law.

- 2.6 Any current by-laws and any other by-laws or resolutions or parts thereof relating to the rules and regulations for the operation, care and control of the Cemetery inconsistent with this By-Law are hereby repealed.
- 2.7 This By-Law shall come into force and take effect on the date of approval of the Registrar.
- 2.8 All notices required by any by-law or regulation to be given to any Interment Rights Holder may be given personally, or may be mailed to the last known post office address of such Interment Rights Holder or their personal representative, and proof that such notice was so mailed shall be good and sufficient proof that such notice was given.

### **3. GENERAL INFORMATION**

#### **3.1 Hours of Operation:**

Visitation Hours: Dawn to dusk

Burial Hours: Monday to Saturday 10:00 a.m. – 5:00 p.m.

Interments on Sunday and Civic/Statutory Holidays will only take place due to extenuating circumstance and with the expressed consent of the Director of Public Works or their designate.

Winter interments and disinterments are permitted, however, they will be at the approval of the Director of Public Works or their designate.

#### **3.2 General Conduct:**

- a) No person shall or cause to damage, destroy, remove or deface any property within the Cemetery.
- b) All visitors must conduct themselves in a quiet manner and shall not disturb any service being held.
- c) Children under the age of 12 must be accompanied by an adult who will be responsible for their conduct.

#### **3.3 By-Law Amendments:**

- a) The Cemetery shall be governed by this Cemetery By-Law, and all procedures will comply with the Act and O. Reg. 30/11 and 184/12, which may be amended periodically.
- b) All amendments to this By-Law must be:
  - i. Published once in a newspaper with general circulation in the locality in which the Cemetery is located;
  - ii. Conspicuously posted on a sign at the entrance of the Cemetery;
  - iii. Delivered to each supplier of markers who has delivered a marker to the Cemetery during the last year; and
  - iv. All by-laws and by-law amendments are subject to the approval of the Registrar and the Act.
- c) All amendments to this By-law may be delivered to each funeral home who has performed an interment in the Cemetery during the last year.

### **3.4 Pets or Other Animals:**

Pets or other animals, including cremated animal remains, are not allowed to be buried in the Cemetery.

### **3.5 Public Register:**

In accordance with section 110 of O. Reg. 30/11, all cemeteries and crematoriums are required to maintain a public register that is available to the public during regular office hours.

### **3.6 Rights to Re-Survey:**

The Cemetery Operator has the right at any time to re-survey, enlarge, diminish, replot, change or remove plantings, grade, close pathways, or roads, alter in shape, or size, or otherwise change all or any part of the Cemetery, subject to the approval of the appropriate authorities.

### **3.7 Liability:**

The Cemetery Operator including any employees, assigns or successors will not be held liable for any loss or damage, without limitation (including damage by the elements, Acts of God or vandals) to, any Lot, Plot, Columbarium Niche, Monument, Marker or other article that has been placed in relation to an Interment save and except for direct loss or damage caused by gross negligence of the Cemetery.

## **4. INTERMENT RIGHTS**

### **4.1 Purchase and Sale:**

#### **a) Sale:**

All sales and resales shall be carried out through the Cemetery Operator.

#### **b) Purchase:**

- i. Purchasers of Interment Rights acquire only the right to direct the burial of human remains and the installation of Monuments, Markers and inscriptions, subject to the conditions set out in this Cemetery By-Law. No Burial, entombment, or installation of any Monument, Marker, inscription or memorialization is permitted until the Interment Rights have been paid in full.
- ii. The purchase of Interment Rights is not a purchase of real estate or real property.
- iii. The purchase of Interment Rights for the sole purpose of reselling the Interment Rights to make a profit is prohibited.
- iv. Interment Rights to a Lot, Plot or Niche may be purchased from the Cemetery Operator at the rate as set out in the Corporation of the Township of Mapleton's Fees and Charges by-law. The purchase price for Interment Rights includes the applicable portion for the deposit to the Cemetery's Care and Maintenance Fund.

#### **c) Contract:**

At the time Interment Rights are purchased and paid in full, the Cemetery Operator or their designate shall provide the Interment Rights Holder with a copy of the Interment Rights Contract signed by the Cemetery Operator or their designate and the Interment Rights Holder together with the following:

- i. Interment Rights Certificate;
  - ii. Copy of the Cemetery By-Law;
  - iii. Copy of Fees and Charges; and
  - iv. The Consumer Information Guide to Funeral, Burials and Cremation Services.
- d) Change of Address:

An Interment Rights Holder shall inform the Cemetery Operator forthwith of any changes to the information contained in their Interment Rights Contract, including changes to their address or telephone number.

#### **4.2 Transfer to Others:**

An Interment Rights Holder may transfer their Interment Rights by:

- a) giving written notice to the Cemetery Operator of the name and address of the transferee and the date of transfer;
- b) signing the Transfer Form; and
- c) paying the transfer fee as set out in the Corporation of the Township of Mapleton's Fees and Charges By-Law.

#### **4.3 Transfer by Heirs:**

- a) An heir or representative of a deceased Interment Rights Holder may transfer the deceased Interment Rights Holder's Interment Rights by:
  - i. giving proof in writing satisfactory to the Cemetery Operator that they have the right to transfer the Interment Rights;
  - ii. giving notice to the Cemetery Operator of the name and address of the transferee and the date of transfer; and
  - iii. paying the transfer fee as set out in the Corporation of the Township of Mapleton's Fees and Charges By-Law.

#### **4.4 Transfer by Estate:**

- a) In the case of a request received by the Cemetery Operator or their designate for transfer of ownership of Interment Rights by reason of a bequest made in a validity executed Last Will and Testament, the Cemetery Operator or designate reserves the right to require the production of a Notarial Copy and/or Court Certified Copy of the Last Will and Testament or a Certificate of Appointment of Estate Trustee; or other evidence sufficient to prove the proper transfer of ownership on death of the Interment Rights Holder.
- b) If the Will does not contain a specific bequest of the Lot, a request in writing from the Estate Trustee(s) for the transfer is required.

- c) Where the Interment Rights Holder dies intestate, a request in writing from the Estate Trustee(s) or, if no Estate Trustee has been appointed, from all of the heirs-at-law.

#### **4.5 Third-Party Resale:**

##### **a) Resale of Rights to Third Party:**

- i. If any portion of the Interment Rights have been exercised, the Interment Rights Holder is not entitled to resell the Interment Rights.
- ii. An Interment Rights Holder may resell their Interment Rights to a third-party before the Interment Rights are exercised for no more than the current price listed on the Corporation of the Township of Mapleton's Fees and Charges by-law.
- iii. The Cemetery Operator may repurchase the Interment Rights from the Interment Rights Holder if the Cemetery Operator so desires for the original amount paid for the Interment Rights less the appropriate amount required to be deposited into the Care and Maintenance Fund.

##### **b) Resale of Rights Requirements:**

- i. Interment Rights are transferred to a third-party only when all of the following, if applicable, have been provided to the satisfaction of the Cemetery Operator:
  - a. written confirmation from the Interment Rights Holder of their intent to sell the Interment Rights to a named purchaser;
  - b. written proof that the person intending to sell the Interment Rights is the Interment Rights Holder;
  - c. the original Certificate of Interment Rights endorsed by the current Interment Rights Holder;
  - d. payment of the administration fee as set out on the Corporation of the Township of Mapleton's Fees and Charges by-law;
  - e. contact information of the purchaser including, but not limited to their full name, mailing address, telephone number; and
  - f. any other documentation in the Interment Rights Holder's possession relating to the Interment Rights.

The private sale of Interment Rights is not recognized by the Cemetery Operator until the above documentation has been provided to and approved by the Cemetery Operator.

- ii. Once the endorsed Certificate of Interment Rights and all required documents have been approved by the Cemetery Operator, the Cemetery Operator will issue a new Certificate of Interment Rights to the third-party purchaser.
- iii. The third-party purchaser will be provided with the following documents by the Cemetery Operator:



- a. A copy of the Cemetery By-Laws;
  - b. A copy of the Cemetery Fees and Charges; and
  - c. New Certificate of Interment Rights.
- iv. Upon completion of the above listed procedures, and upon the issuance of a new Certificate of Interment Rights, the third-party purchaser shall be considered the current Interment Rights Holder and the resale shall be considered final in accordance with the Cemetery By-Law and the Act.

#### **4.6 Cancellation:**

##### **a) Within 30 Days:**

An Interment Rights Contract may be cancelled within 30 days of signing if the purchaser provides written notice of the cancellation to the Cemetery Operator. If a Certificate of Interment Rights has been issued to the Interment Rights Holder, the certificate must be returned to the Cemetery Operator together with the written notice of cancellation. A refund of all monies paid by the purchaser will be made in accordance with the Act. If any portion of the Interment Rights have been exercised, the purchaser or the Interment Rights Holder is not entitled to cancel the Interment Rights Contract or resell the Interment Rights.

##### **b) After 30 Days:**

An Interment Rights Contract may be cancelled after 30 days of signing if the purchaser provides written notice of the cancellation to the Cemetery Operator. A refund will be issued to the purchaser for the amount paid for the Interment Rights less the appropriate amount required to be deposited into the Care and Maintenance Fund. If a Certificate of Interment Rights has been issued to the Interment Rights Holder, the certificate must be returned to the Cemetery Operator together with the written notice of cancellation. If any portion of the Interment Rights have been exercised, the Interment Rights Holder is not entitled to cancel the Interment Rights Contract or resell the Interment Rights.

#### **4.7 Rights Abandoned:**

The Cemetery Operator may apply for a declaration that Interment Rights are abandoned and then resell the Interment Rights in accordance with the Act.

### **5. INTERMENT AND DISINTERMENT OF REMAINS AND CREMAINS**

#### **5.1 Opening a Lot:**

- a) No person shall prepare a Lot for interment or disinterment except a person authorized by the Cemetery Operator.
- b) Only a person authorized by the Cemetery Operator may open and seal Niches for interments. This applies to the inside sealer and the Niche front.

#### **5.2 Interment:**

- a) Notice in Advance:

An Interment Rights Holder, their heir, personal representative or Funeral Director shall, at least one (1) business day in advance of an Interment, give notice to the Cemetery Operator:

- i. authorizing any Interment in the Interment Rights Holder's Lot;
  - ii. requesting that the Lot be prepared for the Interment; and
  - iii. giving the particulars as to the location, depth, width and length of the container holding the human remains to be interred.
- b) Notice Not Provided in Advance:

Where an Interment Rights Holder, their heir, personal representative, or a Funeral Director does not give notice pursuant to Section 5.2(a), a Lot may be prepared for the Interment at the discretion of the Cemetery Operator.

- c) Notice by Telephone/Facsimile/Email:

An Interment Rights Holder, their heir, personal representative, or a Funeral Director may make required Interment arrangements with the Cemetery Operator by telephone (but not voice mail), email or fax, during regular business hours provided that adequate notice is given under section 5.1(a).

- d) Authorization:

Notice under section 5.2(a) or section 5.2(b) shall be given by all of the Interment Rights Holders for a Lot, if one or more of the Interment Rights Holders are deceased, notice shall instead be given by their heir or personal representative. In the alternative, notice under section 5.2(a) or section 5.2(b) may be given by a Funeral Director.

- e) No Interment:

No Interment shall take place unless the following have been received by the Cemetery Operator:

- i. A burial permit or certificate of cremation issued under the *Vital Statistics Act*, R.S.O. 1990, c. V.4, as amended;
  - ii. Payment of all applicable Fees and Charges; and
  - iii. An executed Interment Rights Contract.
- f) Single Grave Limit:

A single grave may contain the following:

- i. One (1) non-cremated Interment, vaulted or unvaulted; or
  - ii. One (1) non-cremated Interment, vaulted or unvaulted and six (6) cremated remains placed on top and where there is sufficient ground cover to do so; or
  - iii. Six (6) cremated remains.
- g) Double Depth Burials:

Double depth burials are not permitted as of the date of passing of this Cemetery By-Law. However, double depth burials that were purchased under a previous by-law will be honoured as long as

- i. the first Interment was placed in a concrete vault or grave liner at double depth; and
- ii. the Certificate of Interment Rights indicates the purchase was to accommodate a double depth burial.

h) Cremation Gardens Limit:

No more than two (2) Interments of cremated human remains shall take place in any one (1) Grave located in the Cremation Gardens area.

i) Columbarium Niche:

No more than two (2) Interments of cremated human remains shall take place in any one (1) Niche in the Columbarium.

j) Scattering:

No person shall scatter cremated human remains in the Cemetery.

**5.3 Disinterment:**

- a) Human remains may be disinterred from a Lot provided that the written consent of the Interment Rights Holder and the prior notification of the Medical Officer of Health be received by the Cemetery Operator. A certificate from the Medical Officer of Health is not required for the disinterment of cremated human remains.
- b) In special circumstances, the disinterment of human remains may be ordered by certain public officials without the consent of the Interment Rights Holder and/or the next of kin.

**5.4 Damage to Containers:**

Containers holding human remains may be damaged during disinterment and the Cemetery Operator shall not be responsible for repairing or replacing such containers or paying any compensation.

**5.5 Correction:**

The Cemetery Operator may correct any error made in the sale, purchase, transfer, repurchase or resale of Interment Rights and in correcting such error the Cemetery Operator may substitute a Lot of equal value and similar location or cancel the transaction and refund all payments. The Cemetery Operator shall give notice to the Interment Rights Holder of both the error and the correction to the error once, provided that no notice shall be required to be given in regard to a typographical error, error of calculation or similar error. In the event the error shall involve the interment or disinterment of human remains, the Interment Rights Holder shall be notified and permission to correct the error shall be obtained.

**6. MEMORIALIZATION**

**6.1 General:**

- a) No memorial or other structure shall be erected or permitted on a Lot until all Fees and Charges have been paid in full.
- b) No Monument or Marker of any description shall be placed, moved, altered, or removed without the permission of the Cemetery Operator.
- c) Any area within the Cemetery which is designated as an area permitting Markers only, no Monument shall be placed except by specific written permission by the Cemetery Operator.
- d) Minor scraping of the Monument Base due to grass/lawn maintenance is considered to be normal wear, and repair of same shall not be the responsibility of the Cemetery Operator.
- e) The Cemetery Operator will take reasonable precautions to protect the property of Interment Rights Holders, but they assume no liability for the loss, or damage to, any Monument, Marker, or other structure, or part thereof.
- f) The Cemetery Operator reserves the right to determine the maximum size of Monuments and Markers, number and location on each Lot or Plot. They must not be of a size that would interfere with any future Interments.
- g) Should any Monument or Marker present a risk to public safety because it has become unstable, the Cemetery Operator shall do whatever it deems necessary by way of repairing, resetting or laying down the Monument or Marker or any other remedy so as to remove the risk at the cost to the Cemetery.
- h) The Cemetery Operator reserves the right to remove at its sole discretion any Marker, Monument or inscription which is not in keeping with the dignity and decorum of the Cemetery.
- i) A Monument or other structure shall be erected only after the specific design plans have been approved by the Cemetery Operator including dimensions, material of structure, construction details and proposed location.
- j) All Monuments and Markers shall be constructed of granite, bronze or other sufficient material as approved by the Cemetery Operator and permitted only in specific designated areas.
- k) Except for the time of interment flowers may not be placed on the ground near the Columbarium.
- l) No glass vases or other breakable items shall be placed around the Columbarium.
- m) There should be no attachments, or placements of decorations on the Columbarium, inside or outside units.
- n) Inscriptions shall be in keeping with the dignity and decorum of the Cemetery. All inscriptions not to the satisfaction of the Cemetery Operator shall be forthwith removed at the expense of the person who made, or cause to be made, the inscription.
- o) The Cemetery Operator reserves the right to regulate the articles placed on Lots and Plots which may pose a threat to the safety of all Interment Rights Holders, visitors to the Cemetery and Cemetery employees, or which prevent the Cemetery from performing general Cemetery

operations, or which are not in keeping with the respect and dignity of the Cemetery.

- p) Prohibited articles include non-heat resistant glass, ceramics, corrosive metals, loose stones, sharp objects, trellises, arches or benches, which will be removed and disposed of without notification or compensation.
- q) No person shall be allowed to plant a tree or trees.
- r) The Cemetery Operator reserves the right to disallow or remove quantities of memorial wreaths or flowers considered by the Cemetery to be excessive or that diminishes the otherwise tidy appearance of the Cemetery.

## 6.2 Foundations:

- a) All foundations for new Monuments shall be built by, or contracted to be built for, the Cemetery Operator at the expense of the Interment Rights Holder.
- b) Foundations will only be ordered once full payment of the Fees and Charges has received by the Cemetery Operator.
- c) The top surface of the foundation must be both wider and longer than the Base to provide a minimum border of 3 inches (7.62 cm) on the surface exposed on all sides. No part of the Base will exceed the width or length of the foundation at any point.
- d) Foundations will be not less than 60 inches deep.
- e) Foundations are required for all upright Monuments.

## 6.3 Monuments:

- a) Only one (1) Monument and set of cornerstones shall be erected within the designated space of any Lot.
- b) No Monument shall be delivered to the Cemetery for installation until the Monument foundation has been completed, and the Interment Rights Holders and/or the Monument retailer have been notified by the Cemetery Operator.
- c) All Monuments will include a 12 inch (30.48 cm) thick Base with no less than 4 inches (10.16 cm) of rock finish from ground level. The top surface of the Base must be both wider and longer than the Die in order to provide a minimum border of 3 inches (7.62 cm) on the surface of the Base exposed on all sides. No part of the Die shall exceed the width of the base at any point.
- d) Minimum thickness of the Die shall be 6 inches (15.24 cm) and able to withstand 200 lbs of horizontal force applied anywhere on the Monument without toppling.
- e) The size of a Monument allowed on a single Lot, including a 12 inch (30.48 cm) thick Base is:

<i>Overall Height:</i>	38 inches (96.52 cm) maximum
<i>Width:</i>	24 inches (60.96 cm) maximum
<i>Thickness of Die:</i>	6 inches (15.24 cm) minimum
<i>Base:</i>	30 inches (76.20 cm) maximum x 12 inches (30.48 cm) minimum

- f) The size of a Monument allowed on a double Plot including a 12 inch (30.48 cm) thick Base is:

*Overall Height:* 48 inches (121.92 cm) maximum  
*Width:* 48 inches (121.92 cm) maximum  
*Thickness of Die:* 6 inches (15.24 cm) minimum  
*Base:* 54 inches (137.16 cm) maximum x 12 inches (30.48 cm) minimum

- g) The size of a Monument allowed on a triple Plot (or greater) including a 12 inch (30.48 cm) thick Base is:

*Overall Height:* 58 inches (147.32 cm) maximum  
*Width:* 72 inches (182.88 cm) maximum  
*Thickness of Die:* 6 inches (15.24 cm) minimum  
*Base:* 80 inches (203.20 cm) maximum x 12 inches (30.48 cm) minimum

#### **6.4 Markers:**

- a) All Marker placements must be approved by the Cemetery Operator.
- b) One (1) Marker is permitted to be centered over a single Lot, a double Plot or three (3) or more Plots.
- c) One foot Marker is permitted to be centered over the foot of a full grave Lot that has an existing Marker.
- d) The minimum thickness for flat markers is 4 inches (10.16 cm).
- e) Markers of granite or bronze are permitted with size and quantity restrictions according to the Cemetery By-Law and the placement of such memorials shall not interfere with future interments.
- f) All Markers larger than 20 inches x 16 inches (50.8 cm x 40.64 cm) shall be required to be set in concrete.
- g) The size of a Marker allowed on a single Lot is:
- 24 inches x 18 inches (61 cm x 45.72 cm)
- h) The size of a Marker allowed on a double Plot is:
- 42 inches x 18 inches (106.68 cm x 45.72 cm)
- i) The size of a Marker allowed on a triple Plot is:
- 60 inches x 18 inches (152.4 cm x 45.72 cm)
- j) The size of a foot Marker allowed is:
- 12 inches x 6 inches (30.5 cm x 15.24 cm)

#### **6.5 Cremation Gardens:**

- a) Cremation Lot Markers do not require a foundation.
- b) Cremation Lot Markers may be installed by the Marker supplier under the supervision of the Cemetery Operator and may be centered over no more than two (2) Lots.
- c) The maximum size of a Marker over a single Lot is:

20 inches x 16 inches (50.8 cm x 40.64 cm)

- d) The maximum size of a Marker over a double Lot is:

40 inches x 16 inches (101.6 cm x 40.64 cm)

and are required to be set in concrete pursuant to section 6.4(d).

#### **6.6 Columbarium:**

- a) Prior to an inscription on the face of a Columbarium Niche, all Fees and Charges must be paid in full.
- b) No person other than the Cemetery Operator shall remove or alter Niche fronts.
- c) All Niche fronts shall be inscribed by, or contracted to be inscribed for, by the Cemetery Operator at the expense of the Interment Rights Holder.

### **7. CARE AND PLANTING**

- a) A portion of the price of Interment Rights is trusted into the Care and Maintenance Fund. The income generated from this fund is used to maintain, secure and preserve the Cemetery grounds. Services that may be provided through this fund include:
  - i. Re-levelling and sodding or seeding of Lots
  - ii. Maintenance of Cemetery roads, sewer and water systems
  - iii. Maintenance of perimeter walls and fences
  - iv. Maintenance of Cemetery landscaping
  - v. Maintenance of Columbarium
  - vi. Repairs and general upkeep of Cemetery Maintenance buildings and equipment
- b) No person other than Cemetery staff shall remove any sod or in any other way change the surface of the burial Lot in the Cemetery.
- c) Flowers or vases placed on a grave shall be removed by the Cemetery staff after a reasonable time to protect the sod/seed and maintain the tidy appearance of the Cemetery.

### **8. CHAPEL REGULATIONS:**

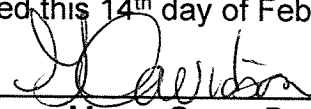
- a) Fees for the storage vault in the chapel shall be set out in the Fees and Charges, as amended from time to time.
- b) All bodies must be removed from the storage vault in the chapel by no later than the thirtieth (30<sup>th</sup>) day of June in each year.
- c) After the 30<sup>th</sup> day of June, every effort shall be made to contact a representative of the deceased to make arrangements for the burial of the body. If no arrangements can be made, the Director of Public Works may remove a body deposited in the storage vault in the chapel and inter it in a single lot.
- d) If the condition of the body renders its interment necessary or expedient, and if a reasonable effort has been made to contact the Interment Rights Holder(s) or the Funeral Director without success, the Director of Public Works shall make immediate arrangements for the burial of the body.

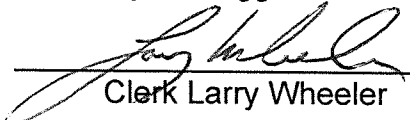
- e) The remains of a person who died from a communicable disease cannot be admitted to the chapel but must be interred.
- f) The Director of Public Works reserves the right to determine if the weather conditions are adverse enough to prevent a burial. If it is deemed necessary, the storage vault in the chapel may be used at no extra charge until weather conditions permit the interment.
- g) All bodies stored in the chapel must be embalmed.
- h) No body shall be placed in a reinforced cardboard container for storage in the chapel. Only bodies placed in a wooden or steel casket may be stored.

## 9. REGULATIONS FOR CONTRACTORS/MONUMENT DEALERS

- a) Any contract work to be performed within the Cemetery requires the written pre-approval of the Interment Right Holder and the Cemetery Operator, before the work may begin. Pre-approval includes, but is not limited to: landscaping, delivery of Monuments and Markers, inscriptions, designs, drawings, plans and detailed specification relating to the work, proof of all applicable government approvals and permits, and the location of the work to be performed. It is the responsibility of all contractors to report to the Cemetery Operator and provide the necessary approvals before commencing work at any location on the Cemetery property.
- b) Prior to the start of any said work, contractors must provide proof of:
  - i. WSIB coverage;
  - ii. Occupational Health and Safety compliance standards;
  - iii. Environmental Protection;
  - iv. WHMIS; and
  - v. Evidence of liability insurance of not less than Five Million Dollars (\$5,000,000.00).
- c) All Cemetery by-laws apply to all contractors and all work carried out by contractors within the Cemetery grounds.
- d) Contractors, Monument dealers and suppliers shall not enter the Cemetery in the evening, weekends, or statutory holidays, unless approval has been granted by the Cemetery Operator.
- e) No work shall be performed at the Cemetery except during regular business hours of the Cemetery.
- f) Contractors shall temporarily cease all operations if they are working and a funeral is in progress, until the conclusion of the service. The Cemetery Operator reserves the right to temporarily cease contractor operations at their sole discretion if the noise of the work being performed by the contractor is deemed to be a disturbance or disrespectful to any funeral or public gathering within the Cemetery.
- g) Contractors, monument dealers and suppliers shall lay wooden planks on the burial lots and paths over which heavy materials are to be moved in order to protect the surface from damage.

**READ** a first, second and third time, and finally passed this 14<sup>th</sup> day of February 2023.

  
 Mayor Gregg Davidson

  
 Clerk Larry Wheeler



## SCHEDULE 'A'

STATUS	LICENSE NO.	ADDRESS
Active	CM-04641	Drayton Cemetery (former Victoria Cemetery) 187 Wellington Street North Mapleton
Active	CM-04642	Drayton Cemetery (former St. Martin's Cemetery) 187 Wellington Street North Mapleton
Active	CM-04685	Hollen Cemetery 8051 Hollen Road Maryborough
Inactive	CM-04643	Old Methodist Cemetery 88 Main Street East Drayton
Inactive	CM-04644	Pioneer Christian Cemetery 49 Main Street West Drayton
Inactive	CM-04681	St. John's Anglican Cemetery 45 Booth Street East Maryborough
Inactive	CM-04686	Medill Cemetery 8181 Concession 8 Maryborough
Inactive	CM-04687	Zion Mennonite Cemetery 8487 Concession 4 Maryborough
Inactive	CM-04688	St. James Anglican Cemetery (Rothsay) 7478 Wellington Road 10 Maryborough
Inactive	CM-04690	Sharon Cemetery 8465 Concession 3 Maryborough
Inactive	CM-04705	Olivet Cemetery 7361 Fourth Line Peel
Inactive	CM-04706	Abandoned Cemetery Peel
Inactive	CM-04707	Bloomsbury Cemetery 7212 Wellington Road 17 Peel
Inactive	CM-04708	Cross Cemetery 7619 Sixth Line Peel
Inactive	CM-04709	Ebenezer Cemetery 7579 Wellington Road 8 Peel
Inactive	CM-04713	British Methodist Episcopal 6679 Sideroad 19 Peel
Inactive	CM-04714	Old Anglican Cemetery 7855 Wellington Road 45 Peel
Inactive	CM-04715	Potter's Cemetery 7321 Sixth Line Peel
Inactive	CM-04716	Shiloh Cemetery 7522 Eighth Line Peel
Inactive	CM-04717	Springhill Cemetery 7940 Fourth Line

		Peel
Inactive	CM-04718	Zion Hill Cemetery 7549 Wellington Road 11 Peel
Inactive	CM-04721	Quaker Cemetery 7919 Eighth Line Peel
Inactive	CM-04722	St. Anthony's Roman Catholic Cemetery 7381 Twelfth Line Peel
Inactive	CM-04727	Zion Methodist Cemetery (aka Wallenstein Cemetery) 6374 Yatton Sideroad Peel
Inactive	CM-04728	Mount Hope Methodist Cemetery 7469 Sixteenth Line Peel