

REPORT TO: Mayor and Members of Council

PREPARED BY: Jackie Tiedeman, Clerk

DEPARTMENT: Administration & Finance

DIVISION: Cemeteries

MEETING DATE: December 15, 2021

SUBJECT: Cemetery By-law Proposed Changes

RECOMMENDATION

That the report entitled Cemetery By-law Proposed Changes be received; and

That Council hereby releases the Draft By-law for a thirty (30) day public consultation period; and

During the consultation period that staff provide notice of the Proposed By-law in accordance with the *Funeral, Burial and Cremation Services Act 2002*; and

That a staff report be prepared following the public consultation period for council consideration including any further changes prior to council approval.

EXECUTIVE SUMMARY

The current Cemetery By-law (43 of 2015) undertook a comprehensive review in 2015. As a result, substantial updates were made due to changes in legislation at the time as well as incorporating best practices that were not identified in previous by-laws. Since the By-law was enacted in 2015, Staff have also maintained a record of items that were either not clear in the by-law or were not identified at all. To ensure the proposed changes are clear to all when reviewing the draft by-law additions are identified in red and suggested removal of text is identified by strike-out.

LINK TO STRATEGIC PRIORITIES

Engages: To Encourage Community Participation That Helps Residents Feel Welcomed, Informed and Engaged By Providing Timely and Relevant Communication To Everyone

BACKGROUND

A comprehensive review of the Cemetery By-law was undertaken in 2015 by the NM Cemetery Board and approved by Council and the Ministry. The purpose of the review was mainly due to substantial legislated changes that came into effect in late 2012 as well as some operational updates. As Council is aware the Board was dissolved on or around 2016. Administration of the By-law is through the Clerks Office in consultation with Public Works and Facilities staff dependant upon the matter.

DISCUSSION

Administration staff have been maintaining a record of items that have come to light since the enactment of By-law 43 of 2015. This draft is intended to provide further interpretation and/or clarity within the by-law in certain areas, changes in process in order to achieve operational efficiency . The following is a summary of these changes:

- Addition to Definitions for “grave” and “winter interment”
- Clarity under Hours of Operations and when interments will NOT be done
- Clarification under Owner of Monuments and Markers to explicitly indicate maintenance and repairs lies with Interment Rights Holders or their legal representations
- Notice of Interment from 24hrs to 48 hrs
- Additional clarification of container requirements for interment without vault
- Removal of provision to allow for double depth burials (if pre-approval on file with Municipality – consideration will be given at the time of interment of whether it can still be accommodated)
- Clarification that cremation plots accommodate 2 cremation interments maximum
- Provision for flat marker only on cremation plot and specify max size
- Flower bed permitted only when located in front of upright monument (not permitted on cremation plot)
- Due to change in trends towards cremation burials in existing plots where current by-law only allows one flat marker in addition to a upright monument – proposal would allow up to three (3) maximum flat markers on full size plot
- Additional statement that administrative changes to forms are allowed without council approval

Some of the proposed changes within the By-law (additional fees for winter interments and no vault interments (rare) are required should Council agree with including provision for these fees in the 2022 Proposed Current Price List.

FINANCIAL

Consideration of the new Cemetery Price list will be considered separate from this By-law as part of the Fees and Charges Review.

Not Applicable

ATTACHMENT

Prepared By: Jackie Tiedeman, Clerk

Reviewed By: Jonathon Graham, CAO

Approved By: Jonathon Graham, CAO

2021 Proposed Changes in red and Removal of text identified

in Strikeout



MUNICIPALITY OF NORTH MIDDLESEX

BY-LAW# XX of 2021

A BY-LAW TO ESTABLISH RULES AND REGULATIONS FOR CEMETERIES UNDER ITS CARE AND CONTROL WITHIN THE MUNICIPALITY OF NORTH MIDDLESEX.

Whereas the Municipality of North Middlesex owns and operates several public cemeteries (both active and inactive) within North Middlesex;

And whereas the *Funeral, Burial and Cremation Services Act 2002*(FBCSA) Ontario Regulation 30/11 Sections 150,151 and 152 sets out and regulates cemeteries, funeral establishments, funeral directors, crematoriums, transfer services and sale representatives in Ontario;

And whereas the Ministry of Government and Consumer Services provides oversight for the BAO and is responsible for legislation, regulations and certain section of the FBCSA;

And whereas the Municipality of North Middlesex as Cemetery Operator is required to establish rules and regulations for those cemeteries;

NOW THEREFORE the Council of the Municipality of North Middlesex enacts as follows:

SHORT FORM TITLE: This By-law shall be referred to as THE CEMETERY BY-LAW

1. DEFINITIONS:

"Act" shall mean the *Funeral, Burial and Cremation Services Act, 2002*, S.O. 2002, c.33 and all amendments thereto together with all regulations prescribed thereunder, also known as FBCSA.

"Burial" means the opening and closing of an in ground lot or plot for the disposition of human remains or cremated remains.

"care and maintenance lot fund" means a trust fund established for the purpose of providing money for the care and maintenance of the Cemetery, as prescribed

by the regulations of FBCSA upon purchase of the lot.

"care and maintenance marker fund" means a trust fund established for the purpose of providing money for the care and maintenance of markers in the Cemetery, as prescribed by the regulations of FBCSA upon erection of the marker.

"cemetery" means all cemeteries located in the Municipality of North Middlesex and are owned or under Section 71 under the Land Titles Act claimed by the Municipality (Schedule "A").

"Cemetery Operator" shall mean the Municipality of North Middlesex or those designated for the purpose of overseeing the cemetery by the Municipality.

"cemetery price list" means rates for cemetery supplies and services which have been filed with and approved by the Municipality of North Middlesex.

"certificate of interment rights" is a document issued by the Cemetery to the purchaser once the interment rights have been paid in full, identifying ownership of the interment rights.

"contract for the purchase of interment rights" means an agreement between the North Middlesex Cemetery Operator and the purchaser of interment rights detailing the obligations of both parties and acceptance of the cemetery by-laws.

"general maintenance account" shall mean that account which has been set aside for maintenance of the cemetery and for services rendered in connection with its operation.

"grave" means a place of burial for human remains in the ground and marked by a stone or marker

"interment" means the burial or laying to rest of human remains in a lot.

"interment rights" means the right to require or direct the interment of human remains in a lot.

"interment rights holder" is any person designated to hold the right to inter human remains in a specified lot and shall be limited to 2 individuals at any one time.

"lot" for the purposes of these By-laws, a lot is a single grave space although lot sizes may vary between cemeteries.

"legal representative" shall mean an individual who has the authority to act on someone else's behalf (ie: Power of Attorney, Executor(s) and Beneficiaries).

"Manager" shall mean the person(s) designated by the Cemetery Operator.

"marker" means any monument, tombstone, plaque, headstone, foot marker or

corner posts affixed to or intended to be affixed to a burial lot.

"ministry" means the Ministry of Government and Consumer Services of Ontario.

"plan" means the plan of the cemetery, approved by the Ministry of Government and Consumer Services for Ontario for the burial of human remains.

"plot" means two or more lots in which the rights to inter human remains have been sold as a unit although plot sizes may vary between cemeteries.

"trust funds" means Care and Maintenance Funds established for the purpose of the FBCSA.

"winter interment" shall mean the period of time from December 1 thru to March 31st

2. GENERAL PROVISIONS

2.1 Hours of Operation:

Cemetery: Open daily from sunrise to sunset

Administration Office: Monday-Friday 8:30 a.m. to 4:30 p.m.

Public Works Department Hours 7:30 a.m. to 3:30 p.m.

~~Burials: Monday-Friday, excluding Statutory and Municipal Holidays, unless alternate~~ Burial arrangements must be approved by the Municipality and will be at the rates according to the Cemetery Price List.

No interment, disinterment and/or re-interment shall be made on Good Friday, Easter Sunday, or Christmas Day, except as required by the FBCSA 2002. **Arrangements must be made and approved with the Municipality of North Middlesex and at the rates applicable based upon the Cemetery Price List**

2.2 General Conduct:

i) The Cemetery Operator reserves full control over the cemetery operations and management of land within the cemetery grounds.

ii) Rights holders, visitors and the public may visit the cemetery at their own risk and shall comply with the Cemetery By-law.

iii) All visitors shall conduct themselves in a quiet and respectful manner at all times. Children under the age of twelve (12) years shall be accompanied in the charge of an adult. At the discretion of the Cemetery Operator, any person disturbing the quiet and good order of the cemetery by noise or other improper conduct or who violates these rules, shall be expelled from the grounds.

iv) Cemetery property: No one shall damage, destroy, remove or deface any property in a cemetery or belonging to the cemetery operator. Any person who damages or moves any tree, plant, marker, fence, structure or other objects usually erected, planted or placed in the cemetery is liable to the cemetery operator or any interment rights holder the amount of damages required to restore the cemetery to the state that it was in before it was damaged or moved by the person liable.

v) Vehicles: Vehicles within the Cemetery shall be driven at a speed less than 15km/hr. At no time shall vehicles park or drive on the grass. Owners of vehicles shall be held liable for any damage caused by their drivers or vehicles. ATV's and snowmobiles are not allowed.

vi) Dogs, cats and pets: Dogs, cats or any other pets are permitted on cemetery property provided the animal is on a short leash at all times. It is the pet owners responsibility to ensure proper clean up after the animal is maintained at all times.

vii) Burial of animals: Burial of animals, including cremated animal remains, is not permitted on cemetery grounds.

viii) Only funeral and memorial processions shall be admitted or organized within the cemetery. Special events are only permitted with the prior approval of the cemetery operator.

ix) The discharging of firearms, other than in regular volleys at military burial services, is prohibited in and around the cemetery. Consent for military volleys must be obtained from the local OPP.

x) Roller Blades and Skateboards: The use of rollerblades and skateboards is strictly prohibited within the cemetery.

xi) Bicycles: All bicycles must be operated in a safe manner that respects the needs of families and only on cemetery roads at a speed less than 10km/hr. Bicycle racing is strictly prohibited.

xii) Any complaints by lot owners or visitors should be made in writing immediately to the Cemetery Operator and not verbally to workers in the Cemetery.

xiii) Receptacles are provided on the grounds for the deposit of rubbish. Rubbish shall not be thrown on roadways, lots or walkways or any part of the grounds.

xiv) Any object(s) which may be detrimental to the efficient maintenance or which constitutes a hazard to machinery, employees or visitors, or is unsightly or does not conform with the natural beauty or design of the cemetery will be prohibited. If a detrimental object is located in the

cemetery, it may be removed by the cemetery operator, placed in a designated area within the cemetery for a period of 30 days. If the object(s) are not collected during this time, the object will be disposed of without further notice.

xv) Picnic parties or alcohol are prohibited on the cemetery ground.

xvi) Gratuities shall not be given at any time to any officer or employee, nor shall any reward be given for any personal service or attention.

2.3 By-law Amendments:

Notice of all by-laws and amendments 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 previous year, if the by-law or by amendment pertains to markers or their installation.
- iv) Post on municipal website (www.northmiddlesex.on.ca) and in accordance with the requirements contained within the Municipality's Notice By-law
- v) All by-laws and by-law amendments are subject to the approval of the Registrar, cemeteries regulations unit, Ministry of Government and Consumer Services.

2.4 Liability:

The Cemetery Operator will not be held liable for any loss or damage without limitation (including damage by the elements, an Act of God, or vandals) to any lot, plot, monument, marker or any other article that has been placed in relation to an interment right, save and except for direct loss or damage caused by gross negligence of the cemetery.

2.5 Public Register:

Provincial legislation Section 110 of Ontario Regulation 30/11 requires all cemeteries to maintain a public register that is available to the public during regular office hours.

2.6 Owner of Monuments and Markers:

All monuments and markers are the property of the interment rights holder **or legal representative and therefore all costs associated with their maintenance and/or repair shall be at their sole expense.**

2.7 Public Access to Information:

The Cemetery Operator is committed to protecting the privacy of its interment rights holders. We collect, use and disclose personal information as required by federal and provincial government legislation. We do not

rent, sell or trade personal information lists. Individuals may request their personal information in writing at any time, to ensure the records are correct, current or for historical genealogical research. (Schedule B).

2.8 Notice of change of address:

Each interment rights holder shall notify the Cemetery Operator of any change of his/her address. Notice sent to the interment rights holder at the last address according to the cemetery records shall be deemed to have been received by him/her when in the ordinary course of post, it would have reached him/her at the address in the cemetery records.

2.9 Right to Resurvey:

i) The Cemetery Operator expressly reserves the following rights and privileges to be exercised in accordance with and subject to approval of any governing provincial legislation in effect at the time.

ii) To resurvey, enlarge, construct a building or structure, alter, and/or diminish all or any portion of the cemetery.

iii) To lay out, establish, close, eliminate or otherwise modify or change the location of roads, walkways or driveways.

iv) To create or remove easements or rights of way over and through all the cemetery premise for the purposes of installing, maintaining, or operating utility or communication lines, drains, irrigation systems or for any other cemetery purpose provided that no interments or sale of interment rights have taken place in these areas.

v) The Cemetery Operator reserves the right to employ the services of a ground penetrating radar firm for the purpose of determining the location of any prior interments or to establish future interment locations within a specific (p)lot. This may be at the sole cost of the interment rights holder making the request.

vi) The Cemetery Operator reserves the right to employ the services of a ground penetrating radar firm for the purpose of determining the location of any prior interments for cemeteries, within its jurisdiction, or for the purpose of establishing locations for future burials or salable (p)lots. This will be at the expense of the Cemetery Operator.

2.10 Easements:

No easement or right of interment is granted to any interment rights holders in any road, driveway or walkway within the cemetery, but such road, driveway or walkway may be used as means of access to the cemetery as long as the cemetery devotes such road, driveway or walkway to that purpose.

3. CORRECTION OF ERRORS:

3.1 The Cemetery Operator may correct any error that could have been made either in an interment, disinterment, description, transfer or granting of interment rights:

i) Cancel the grant.

ii) Substitute and grant in lieu other interment rights of equal value in a similar location if possible or as selected by the Cemetery Operator.

iii) Refund the money paid on account for the purchases of said interment rights.

(iv) In the event of any such error that may involve the interment or disinterment of the remains of any person or persons and any interment right, the cemetery operator with the permission of the local medical officer of health and interment rights holder, may remove and re-inter the remains and such other interment rights of equal value and similar location as is reasonably possible as may be substituted and granted in lieu thereof.

4. SALE, CANCELLATION, TRANSFER OR RESALE OF INTERMENT RIGHTS:

4.1 ORIGINAL SALE:

i) Interment rights may be purchased from the Cemetery Operator at the charges filed with and approved by the Council.

ii) Purchasers of interment rights acquire only the right and privilege of burial of the dead and of constructing markers, subject to the Cemetery By-law of the Cemetery Operator.

iii) Payments for interment rights shall be made at the office of the Municipality of North Middlesex, 229 Parkhill Main Street, Parkhill.

iv) Each purchaser of interment rights shall be entitled to a Certificate of Interment Rights when all indebtedness has been satisfied and all charges have been paid in full.

(v) The Certificate of Interment Rights shall specify full particulars of:

- Name and location of the cemetery;
- Names(s) of the interment rights holder(s);
- The location of the interment right;
- The dimensions or area of the lot or plot;

- The date the interment rights were purchased
- The amount paid by the purchaser for the interment rights;
- The amount deposited to the Care & Maintenance Fund or account;
- A statement that if the interment rights holder(s) resells or transfers the interment rights, the endorsed Interment Rights Certificate must be returned to the Cemetery Operator;
- A statement whether any restrictions or obligations exist with respect to the installation of markers including what the restrictions or obligations are, or a reference to the respective cemetery by-laws.

vi) A copy of the Cemetery By-law shall be provided to every purchaser of interment rights.

vii) Interment rights shall be sold hereafter covered by a charge for Care and Maintenance set forth in the cemetery charges and filed with Council.

viii) No sale or transfer of interment rights shall be made until all charges have been paid in full.

ix) All changes to Interment Rights Certificate shall be done by the Cemetery Operator

4.2 CANCELLATION OF INTERMENT RIGHTS WITHIN 30 DAY PERIOD:

i) A purchaser has the right to cancel an Interment Rights Contract within thirty (30) days of signing the Interment Rights Contract, by providing written notice of the cancellation to the Cemetery Operator. The Cemetery Operator will refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation.

4.3 CANCELLATION OF INTERMENT RIGHTS AFTER 30 DAY PERIOD:

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

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

4.4 RESALE OF INTERMENT RIGHTS AFTER 30 DAY PERIOD:

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

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

4.5 TRANSFERS:

i) Transfer of Interment Rights (Schedule C): The transfer of interment rights must be carried out through the Cemetery Operator and is subject to a transfer fee. The interment rights holder(s) intending to transfer their rights shall provide the following documents to the Cemetery Operator so that the Cemetery Operator can confirm the ownership of the right to transfer and provide the third party with the required certificate:

- A current interment rights certificate;
- A written request for the transfer of the interment rights, which includes the names and addresses of the current rights holder(s) and transferee(s) and the exact location of the interment rights;
- If any portion of the interment rights has been exercised, the transferee or interment rights holder(s) are not entitled to re-sell the interment rights.

ii) Transfer of Interment Rights by Will or Bequest: In the case of a request for transfer of interment rights by will or bequest, the Cemetery Operator shall require a notarial copy of a will or evidence sufficient to prove entitlement. In all other cases of transfer, a letter from the interment rights holder granting permission for the interment rights to be transferred shall be required. If there is no relative, heirs, executors, etc. to provide such letter, the person requesting the transfer of interment rights shall provide the Cemetery Operator with a sworn oath indicating that such person requesting the transfer of interment rights is entitled to do so and that there are no surviving relatives, or heirs to the interment rights who may object to such transfer, and that the Cemetery Operator shall not be held responsible.

iii) No transfer shall be made until all arrears due for care and maintenance have been paid on lots sold prior to January 1, 1955. This is only applicable if no prior interments have occurred.

iv) Where interment rights sold or transferred before 1955 did not include a payment for the purpose of maintaining the cemetery, the Cemetery Operator may charge the interment rights holder a sum for Care and Maintenance in accordance with the Act and regulations, and no interment shall be permitted pursuant to those rights until and unless such sum has been paid in full.

v) Where lots were purchased prior to 1955 and Care and Maintenance has been paid on said lot; or where there is no record of date of purchase or record that Care and Maintenance has been paid, a fee, as determined by the Cemetery Price List, will be charged as the case may be either at the time of first interment or at the time of transfer/resale of said lot. This fee shall be deposited to the Care and Maintenance Fund.

vi) In the case of a transfer the Cemetery Operator must confirm that all lots transferred are usable prior to an interment taking place.

4.6 OTHER AUTHORIZATIONS OR PERMISSIONS

i) Where the person(s) wishes to have interment rights is/are not the person whose name appears on the Interment Rights Certificate, the Cemetery Operator may require such person(s) to produce, at his/her sole expense, such documentation as the Cemetery Operator may require to establish the legal right of such person (s) to use such interment rights.

ii) Where an existing interment rights are held jointly by two or more persons, an order will be accepted from the living owner(s) for interment in such part of the lot as may be requested.

iii) Where all interment rights holders are deceased, the Interment Order form shall be completed by the person authorized to act on behalf of the interment rights holder(s) ie. executor(s) if will is not enacted or beneficiary(s) if the will has been enacted.

iv) Where the interment rights holder has provided to the Cemetery Operator a fully completed and signed Burial Rights Authorization form to allow a burial of the specified person within an assigned plot of the interment rights holder.

4.7 CARE AND MAINTENANCE FUND CONTRIBUTIONS:

i)As required by sections 166 and 168 of Regulation 30/11, a prescribed amount of the purchase price of all interment rights and a prescribed amount for monuments and markers must be contributed into the Care and Maintenance Fund. Interest 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 a thirty (30) day period.

4.8 REQUIREMENTS FOR PERMITTING RESALE OF INTERMENT RIGHTS TO THIRD PARTY:

i)The interment rights holder(s) intending to sell their rights shall provide the following documents to the Cemetery Operator so that the Cemetery Operator can confirm the ownership of the rights and provide the third party purchaser with required certificate etc.

- An Interment Rights Certificate endorsed by the current rights holder;
- If the resale involves interment rights, a written statement of the number of lots that have been used in the plot and the number of lots that remain available;
- Any other documentation in the interment rights holder(s) possession relating to the rights.

ii)The third party purchaser will be provided with the following documents by the cemetery operator:

- An Interment Rights Certificate endorsed by the current rights holder;
- A copy of the cemetery's current by-laws;
- A copy of the cemetery's current cemetery price list;
- If the resale involves interment rights, a written statement of the number of lots that have been used in the plot and the number of lots that remain available;
- Any other documentation in the interment rights holder(s) possession relating to the rights.

iii)The Cemetery Operator will require:

- A statement signed by the rights holder(s) selling the interment rights acknowledging the sale of the interment rights to the third party purchaser;

- Confirmation that the person selling the interment rights is the person registered on the cemetery records and that they have the right to re-sell the interment rights;
- Record the date of transfer of the interment rights to the third party;
- The name and address of the third party purchaser(s);
- A statement of any money owing to the Cemetery Operator in respect to the interment rights.

iv) Once the endorsed certificate and all required information has been received by the Cemetery Operator from the rights holder(s), the Cemetery Operator will issue a new Interment Rights Certificate to the third party purchaser.

v) Upon completion of the above listed procedures, and upon the issuance of the new Interment Rights Certificate, the third party purchaser or transferee shall be considered the current interment rights holder(s) of the interment rights, and the resale or transfer of the interment rights shall be considered final in accordance with the cemetery by-laws and the FBCSA.

vi) The Cemetery Operator may charge an administration fee for the issuance of a duplicate certificate in accordance with the price listed on the Cemetery Operator's current cemetery price list.

4.9 PERMIT RESALE OF INTERMENT TO CEMETERY OPERATOR OR THIRD PARTY:

i) The Cemetery Operator does not prohibit the resale of interment rights and will allow the rights holder to sell their interment rights to any third party at the current selling price found in the cemetery price list. If the current interment rights holder cannot find an individual to repurchase the interment rights, the municipality may repurchase the interment rights from the rights holder(s) at the original price that was last purchased which would be indicated on the Interment Rights Certificate less the care and maintenance portion.

5. INTERMENT, DISINTERMENT AND REINTERMENT:

i) Before an interment will be undertaken, the Cemetery Operator must receive in writing, an Interment Order (Schedule D) and when applicable an Burial Rights Authorization (Schedule E) duly signed by the interment rights holder or their legal representative or an Interment Indemnity Agreement (Schedule F).

ii) Interment Orders transmitted by facsimile or email will be accepted, however, the original Interment Order must be provided to the Cemetery

Operator within seven days of the date in which the interment order was transmitted.

iii) The Cemetery Operator and/or its agents shall not be held responsible or liable for any errors resulting from erroneous or lack of specific information on the Interment Order form.

iv) The manager, or designate of the Cemetery Operator shall be in attendance at each interment, disinterment and/or re-interment.

v) A Burial Permit or Certificate of Cremation issued by the Division Registrar, showing that the death has been registered, must be provided to the Cemetery Operator, before an interment can occur.

vi) Persons ordering interment rights shall be held responsible for all charges incurred. **Please refer to the current Cemetery Price List for all charges that may apply.**

vii) 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 Operators control, a burial cannot be made at the scheduled time, the burial shall be completed as soon as possible at ~~a later time~~ **mutually agreeable time.**

viii) Notice of each interment shall be provided to the Cemetery Operator a minimum of ~~24 hour~~ **48 hours** notice excluding statutory or declared holidays except under special circumstances, or as required by the FBCSA. The Cemetery Operator cannot be responsible for having graves prepared for funerals unless such notice is given.

ix) No lot shall be opened for interment by any person not in the employ of the Cemetery Operator, except under special circumstances, and by permission of the Cemetery Operator.

x) Each lot shall be of sufficient depth to give a covering of at least three (3) feet of earth over the outside cover shell of the coffin or eighteen inches over a cremation receptacle. **Remains to be buried in a grave must be enclosed, sealed securely and of sufficient strength to permit burial with the container remaining intact. The container size must be of a size to permit burial within the size of the lot. Cement Vaults are encouraged for all full burials. Should a cement vault not be used, at the request of the interment rights holder or legal representation, additional costs will apply as outlined on the Cemetery Price List.**

xi) **Double Depth Interments not allowed.**

In the event there is a double depth interment request on file with the Municipality (deposited prior to the enactment of this amendment) ~~Double~~

~~depth interments in one lot will~~ **the Cemetery Operator may consider the request and accommodate** ~~be made~~ only at the discretion of the Manager **and only if conditions at the time of request are suitable to allow for such depth,** ~~and~~ An additional fee will be charged for such double depth interments as outlined on the cemetery price list approved by Council .

xii) The interment fee includes the opening and closing of the lot and registration of the burial.

xiii) A disinterment of a full burial shall not be made without the written consent of the local Medical Officer of Health and the interment rights holder except on an order from the court or as provided in the regulations under the FBCSA.

xiv) A disinterment of cremated remains does not require consent of the local medical officer of health but does require the written request from the interment rights holder or legal representative to the Cemetery Operator.

xv) Funeral processions within the cemetery shall follow the route indicated by the manager.

xvi) No interment shall be permitted in any lot in which outstanding charges exist.

xvii) No more than 6 interments shall be allowed in any adult full sized lot which includes the following combinations:

- a) 1 regular burial (casket interment);
- b) 1 regular (casket interment) with up to 4 cremated interments (if conditions allow); **Full burial must have taken place prior to any cremated remains being interred**
- c) up to 6 cremated interments only, **if conditions allow, at the sole discretion of the Manager**
- d) ~~1 regular burial (casket interment) double depth (where allowed by the Cemetery Operator) in addition to 1 regular burial (casket interment).~~

xviii) Cremation openings will be determined by the size of the container as specified on the Internment Order and shall not exceed eighteen inches (18"). **Cremation lot (up to two (2) cremations) shall be permitted**

xix) The scattering of cremated remains upon or below the surface of the ground within any area of the cemetery is not permitted.

xx) The Cemetery Operator will exercise all due care in making interments and disinterments, however, they are not responsible for damage to any casket, urn, or other container sustained during interment or disinterment.

6. CARE OF LOTS

i) All plots and lots shall be maintained and kept properly graded, sodded and mowed by employees of the Cemetery Operator.

ii) If any trees or shrubs situated in any lot shall have, in the opinion of the Cemetery Operator, become by means of their roots, or branches, or in any other way, detrimental to the adjacent lots, drains, roads or walkways, or prejudicial to the general appearance of the grounds or inconvenient to the public, the Cemetery Operator may remove such trees or shrubs, or parts thereof. No replanting or replacing of shrubs shall occur unless within the area defined as the flower bed.

iii) The Cemetery Operator will develop and maintain a tree replacement plan at all cemeteries. The species and placement of these trees will be at the sole discretion of the cemetery operator at all times. The Cemetery Operator will accept monetary donations towards the tree replacement plan.

iv) A flower bed is permitted **only where a upright monument is installed**. The size of the flower bed shall not exceed a width of 12 inches, shall be located only on the face side of the monument, and shall not exceed the length of the monument. If the solar light fixture(1), flowers or other plants become in any way detrimental to adjacent lots, roads or walkways or prejudicial to the general appearance of the grounds or inconvenience to the public, the Cemetery Operator may remove such parts thereof without further notice. Interment rights holders or their legal representatives must maintain and remove any old, decayed or overgrown plants within the flowerbed during May 1 to October 31 of each year.

v) One solar light fixture, artificial flowers, wreaths, vases, urns, flower stands, or suitable memorial ornamentation are permitted on lots May 1 to October 31. If these become in any way detrimental to the adjacent lots, roads or walkways or prejudicial to the general appearance of the grounds or inconvenience to the cemetery or the public, the Cemetery Operator may remove same without further notice.

vi) Any material that creates a hazard to workers and to visitors are prohibited in the cemetery.

vii) No lot owner shall change the grading of his/her lot, and in the case of any such change, the Cemetery Operator may restore the lot to its original grade at the expense of the owner.

viii) No unauthorized person shall sod over or move lot markers.

ix) The Cemetery Operator shall not be responsible or liable for loss of or damage to any articles upon any lot or plot, for any reason.

x) One solar light fixture per upright monument will be permitted from May 1 to October 31st.

7. MONUMENTS AND FOOT MARKERS

i) No monument or marker shall be erected or permitted on a lot until accrued charges have been paid in full.

ii) All foundations for monuments or markers shall be constructed by the monument company at the expense of the interment rights holder or his/her representative. The monument company must provide the Cemetery Operator with a seven (7) day notice or approval by the works department. The foundation shall extend 4" beyond the base of the monument, be flush with the ground and shall be 48" deep. Prior to commencement of concrete, foundation must be inspected by the Manager or designate to insure it meets the By-law requirements. If incorrect dimensions are provided on the prescribed form, the foundation will be removed and rebuilt by the Cemetery Operator at the interment rights holder or his/her representatives' cost. Due to inclement weather conditions and frost in the ground, foundations will not be constructed between October 15 and May 15 of each year, or at the discretion of the Manager.

iii) Charges for the care and maintenance of the monument shall be paid prior to installation.

iv) Monuments must be in keeping with the decorum of the cemetery. All monuments must be centered on the proper point of the lot or plot.

v) The temporary marking of interments with plaques, crosses, etc. shall be permitted for a maximum period of one year following an interment(s), after which time all lot markers must be constructed and installed in accordance with the terms of Section 7 (ii).

vi) No monument shall exceed the height of 40" from ground level.

vii) All monuments and markers shall be constructed of bronze, granite, or marble. The bottom bed of all bases and markers shall be cut level and true.

viii) No inscription shall be placed on any monument or marker, which in the opinion of the Cemetery Operator is not in keeping with the dignity and decorum of the cemetery.

ix) **No more than three (3)** ~~One~~ flat markers set flush with the ground may be placed on each lot in addition to a **upright** monument. The marker shall be centered at the proper point on the lot and shall not exceed the size indicated in clause (x) below. If a flat marker is installed on a pre-need basis, the Cemetery Operator is not responsible for potential damage to

the marker as a result of excavating a lot for an interment. Due to ground settling, flat markers shall not be installed for a period of one year from the date of interment, or until final settlement of the ground has occurred. If a request is made prior to the one year period the final decision shall be at the discretion of the Manager.

Cremation Lot will be permitted one (1) Flat Marker. The size of flat marker shall not exceed 12" x 18". No pre-need markers allowed and no flower beds are permitted on these lots

x) **Full size lot** - Flat markers of bronze, marble, or granite are permitted and cannot exceed twelve by twenty-four inches (12" X 24") with a depth of three inches to five inches (3"-5"). The upper surface must be flat with no projections and shall be set by the monument company or the manager.

xi) The Cemetery Operator may place corner lot markers four inches (4") square and not less than four inches (4") deep, planted flush with the ground, dressed on all sides and bearing the initial of the surname of the interment rights holder.

xii) Interment rights holders are required to keep all monuments and markers in a state of good repair, unless an agreement has been entered into with the Cemetery Operator. If a marker is in need of repair or if any inscription is placed upon any marker determined by the Cemetery Operator to be offensive or improper, the Cemetery Operator shall provide written notice to the interment rights holder or his/her legal representative indicating that if the deficiency is not repaired within thirty (30) days, it will be repaired by the Cemetery Operator at the expense of the interment rights holder or his/her legal representative if possible.

xiii) If any monument or marker presents a risk to public safety because it is unstable, the Cemetery Operator shall do whatever is necessary by way of repairing, resetting or laying down the marker so as to remove the risk at the expense of the interment rights holder(s) or his/her legal representative.

xiv) When a monument, marker or memorial is to be removed from the cemetery, or if any work of any nature is to be performed in the cemetery, an application shall be filed in writing with the Cemetery Operator on the prescribed form.

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

8. RULES FOR MONUMENT DEALERS, CONTRACTORS AND WORKMEN

i) Every contractor employed to do any work in the cemetery shall first present an application in the prescribed form to the Cemetery Operator signed by the lot owner or his/her representative, requesting permission to employ such contractor to do the work herein specified. Proof of liability and

W.S.I.B. coverage must be provided to the Cemetery Operator. Personal Protective Equipment must be worn when the work being performed requires it in accordance with Occupational Health and Safety Act. Also, contracted employees, third party employees, agents and others who deal with the members of the public on behalf of the Cemetery Operator must meet requirements of Ontario Regulation 429/07 (Accessibility Standards for Customer Service) and Ontario Regulation 191/11 (Integrated Accessibility Standards Regulations) with regard to training.

ii) The demeanor and behavior of all workmen employed by others in the cemetery shall be subject to the control of the manager or his/her designate.

iii) Contractors shall lay planks on the lots and paths over which heavy materials are to be moved, in order to protect the surface from injury.

iv) Contractors shall cease work, if in the immediate vicinity of a funeral, until the conclusion of the service.

v) All work must be done during the cemetery operator's business hours.

vi) Heavy loads shall not be permitted in the cemetery when the roads are in an unfit condition as determined by the manager.

vii) No monument or markers shall be delivered to the cemetery until foundations are installed by the contractor and inspected by the Manager.

viii) All implements and materials used in the performance of any work shall be placed where the manager may direct, and all rubbish and surplus earth shall be removed in such manner and at such time and to such place as the manager may order. Otherwise the obstruction will be removed, and the expense charged to the interment rights holder or his/her representatives.

ix) Any contractor who damages any lot, monument, or other structure, in the cemetery, shall be personally responsible for such damage or injury, and in addition thereto, his employer shall be liable therefore.

9. This By-law shall be in force and effect upon the approval of the Cemeteries Regulations Unit Registrar.
10. **Administrative changes may be made to the Schedule(s) attached without Council approval**
11. By-Law #43 of 2015 is repealed upon the effective date of this Cemetery By-Law.

READ A FIRST AND SECOND TIME THIS DAY OF

READ A THIRD TIME AND FINALLY PASSED THIS DAY OF

MAYOR

CLERK

DRAFT

SCHEDULE "A" TO BY-LAW XX of 2021

ACTIVE CEMETERIES:

PARKHILL
MOUNT PLEASANT
NURSERY
WEST WILLIAMS (SYLVAN)
ST. MARY'S CHURCH CEMETERY (BRINSLEY)

INACTIVE CEMETERIES:

CENTENARY
BAPTIST-LIEURY
C. LEWIS
SUTTON
MCTAGGART
MEADOWHILL
SALEM
BAPTIST-EW- FERNHILL
WEST
NEIL
LEWIS
MARK SETTLEMENT
OLD HILL TOP-WW

SCHEDULE "B" TO BY-LAW XX of 2021

**North
Middlesex**

INFORMATION REQUEST FORM

*Under the Freedom of Information and Protection of Privacy Act/
Municipal Freedom of Information and Protection of Privacy Act
Please note: A \$5.00 application fee is required for all requests.
An additional cost of \$25.00 will apply after the first hour.*

Request for:

- Access to General Records / Cemetery Records
Access to Own Personal Information
- Correction to Own Personal Information

If request is for **access to or correction of** own personal information records:

Last Name appearing on records:

Same as below, or:

Mr Mrs. Ms. Miss Last Name: _____

First Name: _____ Middle Name: _____

Address: (Street/Apt. No. / Box/ RR No.)

City/ Town: _____ Province: ____ _ Postal Code: _____

Tel. # - Day: () _____ Tel. # - Evening: () _____

Detailed description of requested records, personal information or personal information to be corrected. (If you are requesting access to or correction of your personal information, please identify the personal information bank or record containing the personal information, if known.)

Note: If you are requesting a correction of personal information, please indicate the desired correction, and if appropriate, attach any supporting documentation. You will be notified if the correction is not made and you may require that a statement of disagreement be attached to your personal information.

Preferred method of access to records:

- Examine Original
- Receive Copy

Date: _____ Signature: _____

For Municipal Use Only:

Date Received: _____

Request Number: _____

Comments: _____

Personal information contained on this form is collected pursuant to the Freedom of Information and Protection of Privacy Act/Municipal Freedom of Information and Protection of Privacy Act and will be used for the purpose of responding to your request. Questions about this collection should be directed to the Freedom of Information and Privacy Co-ordinator at the institution where the request is made.

SCHEDULE "C" TO BY-LAW XX of 2021

**North
Middlesex**

INTERMENT RIGHTS TRANSFER

Interment Rights Transfer Power of Attorney Executed Will

I / we authorize the transfer of Interment Rights to _____

who bears the relationship of _____ to the Interment

Rights Owner, _____, in the following location:

Plan/ Section: _____ Lot# _____ Grave# _____

in the _____ Cemetery.

Interment Rights Recipient Information:

Address (if available): _____

Telephone Number: _____

Interment Rights Owner(s) or **Legal Representative Information**

Name: _____

Address: _____

Telephone Number: _____

Name - Print

Signature

Name - Print

Signature

Name - Print

Signature

Please note that the use of Interment Rights are subject to the Regulations of the Cemetery. Copies of the Regulations are available at the Municipal Office upon request.

SCHEDULE "D" TO BY-LAW XX of 2021

**North
Middlesex**

INTERMENT ORDER

DATE: _____

Interment Rights Owner: _____

Plan: _____ Lot# _____ Position: _____

Name of Deceased:

Date of Death:

Interment at (Cemetery): _____

Intended Date of Interment:

Time of Interment at Cemetery: _____

Burial Permit

Certificate of Cremation

Funeral Home:

Outer Type of Burial Container and Size: _____

No interment shall be made without the written order of the owner of the lot and/or his/her legal representative.

I have read and fully understand that the Municipality of North Middlesex and/or its agents shall not be held responsible or liable for any errors resulting from erroneous or lack of specific information on this form.

I hereby authorize the interment of _____

In the _____ Cemetery in the plan, lot number and position indicated on this form.

Signature of Interment Rights Owner or
Authorized Representative

Notice of each interment to be made shall be given to the Secretary-Treasurer of the Cemetery at least 48 hours previous thereto except under specially circumstances or required by the Cemetery Act. The BOARD shall not be held responsible for having graves prepared for funerals unless such notice is provided.

PLEASE HAVE THE ABOVE REPRESENTATIVE INITIAL AND INDICATE WITH AN "X" ON THE ATTACHED MAP THE LOCATION OF THE INTERMENT

DRAFT

SCHEDULE "E" TO BY-LAW xx of 2021

**North
Middlesex**

BURIAL RIGHTS AUTHORIZATION

Pre-Need Authorization Power of Attorney Executed Will

I/we authorize the cremation / regular burial of _____

who bears the relationship of _____ to the Interment

Rights Owner, _____ in the following location:

Plan/ Section: _____ Lot _____ Grave# _____ in the

_____ Cemetery.

Burial Rights Recipient Information:

Address (if available): _____

Telephone Number: _____

Interment Rights Owner(s) or **Legal Representative Information**

Name:

Address:

Telephone Number: _____

Name-print

Signature

Name-print

Signature

Name-print

Signature

Please note that the Use of Interment Rights are subject to the Regulations of the Cemetery. Copies of the Regulations are available at the Municipal Office upon request.

SCHEDULE "F" TO BY-LAW xx of 2021

**North
Middlesex**

**THE CORPORATION OF THE MUNICIPALITY
OF NORTH MIDDLESEX
INTERMENT INDEMNITY
AGREEMENT**

RE: Cemetery Name: _____

Section/Plan: _____ **Location:** _____ **Lot:** _____

The undersigned hereby represents to the Municipality of North Middlesex that he/she is the authorized legal representative of _____ legal owner of the Plot, and further, the undersigned represents that he/ she has the legal right to make decisions relating to the burial and perpetual care of the remains of

_____ (the "Remains").

The undersigned proposes to inter the remains in the plot. In consideration of the Municipality complying with the above, the undersigned covenants and agrees for himself/ herself and his or her heirs, executors, administrators, and assigns with the Municipality of North Middlesex, it's successors and assigns to indemnify and hold the Municipality of North Middlesex harmless from and against all claims, demands, actions and suits from and against all liabilities, losses, damages, costs, charges and other expenses of every nature and kind including, without restricting the generality of the foregoing, legal fees in connection with use of the plot.

Dated at _____ **Ontario this** _____ **day of** _____ , 20__ .

Signed in the presence of

Signature

**Name of Witness
(please print)**

Address of Witness

}
}
}
}
}
}
}
}
}
}
}

Signature

**Full name of Authorized
Representative (please print)**

Address of Representative}

Phone Number



Schedule "G" to By-law xx of 2021

APPLICATION FOR MAINTENANCE

NORTH MIDDLESEX CEMETERY

Date: _____

I, _____ owner/legal representative of plot
number _____ in the _____

Cemetery hereby request permission from the North

Middlesex Cemetery Operator to employ _____ to
perform the following maintenance on my behalf:

Type of Work to be performed _____

Anticipated start date of work _____

Anticipated completion date of work _____

I, declare, that the Monument Dealers, Contractors or Workers involved
in performing the requested work is covered by his/her own general
liability insurance and/or W.S.I.B coverage.

Signature of Lot owner or legal representative _____

Print Name: _____

Approval of Cemetery Operator _____

Date _____