

# THE CORPORATION OF THE TOWNSHIP OF ESSA

## BY-LAW 2021 – 34

### Being a By-law to regulate the Thornton Union Cemetery.

Whereas the *Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c.33 (FBCSA)* and *Section 150 of Ontario Regulation 30/11 (O. Reg. 30/11)* provide that the owner of a Cemetery may pass by-laws affecting the operation of the Cemetery; and

Whereas the *Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c.33* and *Section 151 of Ontario Regulation 30/11 provide that no such by-law come into force or takes effect until it is filed with, and approved by the Registrar, and*

Whereas the Thornton Union Cemetery is under the care and control of the Corporation of the Township of Essa; and

Whereas it is desirable to make provisions for the operation of the Thornton Union Cemetery including the use, maintenance, management and other protection of the Cemetery;

Now Therefore Council of the Corporation of the Township of Essa hereby enacts as follows:

#### I. **DEFINITIONS**

In this By-law,

"*Act*" shall mean *Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c.33* including any Provincial Regulations made pursuant to said Act, and specifically Ontario Regulation 30/11.

"*Burial*" shall mean the opening and closing of an inground Lot for the disposition of human remains or cremated human remains.

"*Burial Permit*" shall mean a permit for the disposition of human remains or cremated human remains issued by the Division Registrar.

"*By-law*" shall mean the rules and regulations under which the Cemetery operates.

"*Care and Maintenance Fund*" a requirement under the *Funeral, Burial and Cremation Services Act, 2002 (FBCSA)* and *O. Reg. 30/11 and 184/12* that a prescribed amount or percentage of the purchase price (excluding tax) of all interment rights sold, transferred, or assigned, and prescribed amounts for

monuments and markers, is contributed into the care and maintenance fund. Interest earned from this fund is used to provide care and maintenance of lots, plots, markers, and monuments at the cemetery.

"*Cemetery*" shall mean the Thornton Union Cemetery.

"*Cemetery Employee*" shall mean an employee of the Corporation, employed with the Cemetery.

"*Cemetery Plan*" shall mean a plan of the Cemetery filed with the *Bereavement Authority of Ontario (BAO)*.

"*Cemetery Services*" shall mean services provided by a Cemetery operator in respect of the Interment of human remains at a Cemetery and includes such services as may be prescribed.

"*Columbarium*" shall mean an aboveground structure designed for the purpose of interring cremated human remains in compartments or Niches.

"*Contract*" for purposes of these by-laws, all purchasers of interment or other cemetery supplies and services must receive a copy of the contract they and the cemetery operator have signed detailing the obligations of both parties, and acknowledging receipt and acceptance of the cemetery by-laws, a copy of the Consumer Information Guide and the Price List.

"*Corner Stone*" shall mean any stone or other landmark set flush with the surface of the ground and used to identify and mark the boundaries or location of a Grave or Lot.

"*Corporation*" shall mean the Corporation of the Township of Essa.

"*Council*" shall mean Council of the Township of Essa.

"*Disinterment*" shall mean the removal of human remains from a closed or sealed Lot.

"*Grave*" shall mean a portion of the Lot used for Interments.

"*Interment*" shall mean the Burial of human remains and includes the placing of human remains in a Lot.

"*Interment Rights*" shall mean the right to require or direct the Interment or Inurnment of human remains or cremated human remains in a Grave, Lot or Niche and to authorize the installation of a monument or marker.

"*Interment Rights Certificate*" shall mean the documents issued by the Corporation to the purchaser once the Interment Rights to a specific Lot have

been paid in full, identifying ownership and authority over those specific Interment Rights.

*"Interment Rights Holder"* shall mean a person who holds Interment Rights with respect to a Lot or Niche whether the person be the purchaser of the Interment Rights, the person named on the Interment Rights Certificate or such other person to whom the Interment Rights have been assigned.

*"Inurnment"* shall mean the placement of human remains in a Columbarium Niche.

*"Lot"* shall mean an area of land in the Cemetery containing or set aside to contain human remains.

*"Marker"* shall mean any stone set flush with the surface of the ground and used to identify and mark the location of a Grave or Lot but shall not mean "Corner Stone".

*"Monument"* shall include a Monument, column, shaft, cenotaph, stone or other structure perpetuating the memory of any deceased person, or recording a Burial or otherwise recording the name or other particulars of an owner or other person by such means, projecting above ground level.

*"Niche"* shall mean a recessed compartment in a Columbarium designed to hold urns.

*"Plot"* shall mean two or more lots in respect of which the rights to inter have been sold as a unit.

*"Price List"* shall mean the tariff of fees and charges for Interment Rights and Cemetery Services and supplies, as revised from time to time.

## **II. CEMETERY PLAN**

1. The Cemetery Plan shall remain on file at the Township office.
2. No alterations shall be made to the Cemetery Plan without the approval of Council, expressed by resolution thereof, and the approval of the BAO.
3. No portion of the Cemetery not subdivided into Lots, single Graves or Columbarium Niches according to the Cemetery Plan shall be sold or disposed of for the purpose of a Burial or Burials.
4. All dealings with respect to any Lot, Grave, or Niche shall be by reference to the Cemetery Plan.

### III. GENERAL ADMINISTRATION

1. The Council, with respect to the cemetery known as Thornton Union Cemetery, shall make rules and regulations for the proper government and maintenance thereof.
2. The Treasurer shall collect all monies payable under this By-law or the Fees and Charges By-law, as amended.
3. Every person installing a marker or monument shall pay an amount as prescribed by regulations which will be paid into the Maintenance and Care Fund.
4. All income from the monies received for maintenance and care, whether invested or in deposit in a chartered bank, together with all other income from whatever source, shall be used for the ordinary expense of maintenance and improvement of the cemetery, markers and monuments.
5. Schedule A, "Rules and Regulations of the Thornton Union Cemetery" shall form part of this By-law.
6. Prices are to be charged as per the Township of Essa Fees and Charges By-law.
7. This By-law shall take effect and come into force upon approval by the Registrar, *Funeral, Burial and Cremation Services Act, 2002*.

READ A FIRST, AND TAKEN AS READ A SECOND AND THIRD TIME AND  
FINALLY PASSED 1<sup>st</sup> day of September, 2021.



\_\_\_\_\_  
Sandie Macdonald, Mayor



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Lisa Lehr, Manager of Legislative Services

## BY-LAW 2021 – 34

### SCHEDULE A RULES AND REGULATIONS OF THE THORNTON UNION CEMETERY

#### SECTION 1 - FINANCIAL

1. All prices for cemetery lots, plots and services shall be set out in the Thornton Union Cemetery Price List contained in Township of Essa's Consolidated Fees and Charges By-law. Prices shall include the applicable portion for deposit to the Cemetery's Care and Maintenance Fund. The price list shall conform to the requirements set out in "Division E" of O. Reg. 30/11 of the *Funeral, Burial and Cremation Services Act, 2002*.
2. A price list shall be provided, at no charge, to each person who requests one.
3. All interment rights and cemetery services shall be paid in full at that time, and may be purchased by cheque, cash, or debit.
4. The Treasurer shall keep such books, accounts and records as are necessary for properly recording and exhibiting all financial matters pertaining to the Cemetery as may be prescribed.
5. The monies received for Interment Rights shall be held by the Treasurer for a period of thirty (30) days as prescribed by the *Funeral, Burial and Cremation Services Act, 2002*.
6. As required by Section 166 and 168 of Ontario. Reg. 30/11, a percentage of the purchase price of all interment rights, and a prescribed amount for the installation of monuments and markers is contributed into the Care and Maintenance Fund. Income from this fund is used to provide only general care and maintenance of the cemetery. Contributions to the care and maintenance fund are not refundable except when the interment rights are cancelled within thirty (30) days of the original purchase.
7. The Treasurer shall, after the thirtieth (30<sup>th</sup>) day but before sixty (60 days), transfer the monies received for Interment Rights into the Cemetery Care and Maintenance Fund and Operating Fund.
8. The Treasurer shall maintain, invest, and administer the Care and Maintenance Fund in accordance with the provisions of the *Funeral, Burial and Cremation Services Act, 2002*, and Regulations made thereunder.

## SECTION 2

1. The Corporation of the Township of Essa reserves the full control over cemetery operations and management of land within the cemetery grounds.
2. The Thornton Union Cemetery may be visited each day from sunrise to sunset, unless closed by the Cemetery Operator. Vehicle access will be restricted during the winter months due to weather effect on the condition of the internal roads. Passage over such roads shall be at the peril of the persons using the internal roads.
3. The Township shall take reasonable precautions to protect the property of Interment Rights Holders but the Township assumes no liability or responsibility for the loss of, or damage to any lot, plot, columbarium niche, cremation monument, monument, marker or other article that has been placed in relation to an interment right save and except for direct loss or damage caused by negligence of Township staff. That being stated, the Township will, from time to time, conduct upkeep and maintenance in its cemeteries in accordance with the goals and objectives of the Bereavement Authority of Ontario and such maintenance will be using funds collected for the purpose of the care and maintenance of a cemetery.
4. A public register shall be maintained in accordance with Section 110 of Ontario Regulation 30/11 that sets out particulars of interment rights holders, interments and disinterment's. Said register shall be available to the public during regular office hours at no charge.
5. Only human remains shall be interred in the cemetery and in no case shall the bodies of any pets be placed in any grave in the cemetery.
6. Private structures are not permitted.
7. The Cemetery Operator may remove flowerbeds which have not been arranged through the Cemetery Operator.
8. The Township has the right, at any time to resurvey, enlarge, diminish, re-plot, change or remove plantings, close pathways or roads, alter in shape or size, or otherwise change all or any part of the Cemetery, subject to approval of the appropriate authorities.

9. A copy of this By-law and any amendments of this Bylaw shall be available, at no charge, to be reviewed by the public at the municipal office during regular office hours. This Bylaw and any amendments to this Bylaw shall be posted on the Municipality's web site.

**BY-LAW AMENDMENTS:**

The cemetery shall be governed by these by-laws, and all procedures will comply with the FBCSA and O. Reg. 30/11 and 184/12, which may be amended periodically.

All by-law amendments must be:

1. Published once in a newspaper with general circulation in the locality in which the cemetery is located;
2. Conspicuously posted on a sign at the entrance of the cemetery; and
3. Delivered to each supplier of markers who has delivered a marker to the cemetery during the previous year, if the by-law or by-law amendment pertains to markers or their installation.

All by-laws and by-law amendments are subject to the approval of the Registrar, FBCSA, BAO.

### **SECTION 3 - SALE OF INTERMENT RIGHTS**

1. Interment rights for burial purposes shall be sold according to the existing plan of the cemetery and to future plans as new sections are opened at the sale prices outlined in the Thornton Union Cemetery Price List which is contained in the Township of Essa's Consolidated Fee By-law.
2. The Township, on payment of the sale price of interment rights, shall issue a Certificate of Interment, and the Treasurer or Secretary shall execute the same and cause the seal of the Corporation to be thereto affixed.
3. Each purchaser of interment rights shall abide by all existing rules of the cemetery.
4. The purchaser of interment rights acquires only the right and privilege of burying human remains and erecting suitable memorials subject to the rules and regulations of the cemetery.
5. Sales of interment rights shall be subject to a written contract.

## SECTION 4 - SALE & TRANSFER OF LOTS

1. The sale of interment rights to a third party is permitted subject to the provisions of this By-law.
2. Interment rights in lots, plots, columbariums or cremation monuments may be purchased at the Township of Essa Administration Centre.
3. Purchasers of interment rights acquire only the right to direct the burial of human remains or cremated human remains and the installation of monuments, markers and inscriptions subject to the conditions set out in the Cemetery Bylaw. The interment rights must be paid in full prior to any burial or installation of any marker, monument or memorialization.
4. The Cemetery Operator has the interment rights for available regular lots, urn lots, columbarium niches and cremation monuments for sale.
5. The Cemetery Operator shall provide each Interment Rights Holder at the time of sale with:
  - a) a copy of the Certificate of Interment Rights;
  - b) a copy of the Contract for Purchase of Interment Rights;
  - c) a copy of the Cemetery By-law;
  - d) a copy of the current Thornton Union Cemetery Price List; and
  - e) a copy (hard or electronic) of the Consumer Information Guide to Funerals, Burials and Cremation Services.
6. The Certificate of Interment Rights shall specify:
  - a) the name and address of the Interment Rights Holder
  - b) the size of the lot
  - c) the location of the lot
  - d) the date of purchase
  - e) the amount paid for the lot
  - f) the amount to be deposited in the Care and Maintenance Fund
  - g) the amount of tax
  - h) a statement regarding transfer/resale restrictions of said interment rights; and shall be subject to the provisions of the *Funeral, Burial and Cremation Services Act, 2002*, and the Ontario Regulations in effect thereunder and to the approved bylaws of the Cemetery Owner which may be in effect from time to time.

7. The purchaser of the Interment Rights shall be provided with a contract, at the time the contract is made, as follows:
  - a) in plain language and legibly printed in 10 point or larger;
  - b) the contract reference number which shall be sequential;
  - c) the date of the contract (date when the Interment Rights were purchased);
  - d) the name, address and telephone number of the Township and the purchaser of the rights and/or services;
  - e) the name, address and telephone number of the Interment Rights Holder;
  - f) the name of the employee selling the Rights on behalf of the Municipality;
  - g) the Cemetery's licence number as provided by the Registrar;
  - h) the location and dimensions of the lot(s) being purchased;
  - i) the number and type of interments permitted in each lot;
  - j) the purchase price including an itemized breakdown of Cemetery Supplies and Services charges and all applicable taxes;
  - k) the amount being set aside in the Care and Maintenance Fund;
  - l) the existence of a By-law that governs the operation of the Cemetery and includes restrictions on Interment Rights in the Cemetery;
  - m) any limitations or restrictions on exercising the Interment Rights; and
  - n) any limitations with respect to markers, lot decorations and private structures.
  
8. A contract for the provision of licensed supplies or services is not enforceable by the Township unless:
  - a) the contract is written, signed by both parties and complies with the regulations;
  - b) the contract sets out the Purchaser's cancellation rights under the *Funeral, Burial and Cremation Services Act, 2002*;
  - c) the contract sets out all the supplies and services to be provided and the price charged for each of them;
  - d) the Cemetery Operator delivers a signed copy of the contract to the Purchaser in the prescribed manner; and
  - e) in the case of a contract for the purchase of Interment Rights, the Cemetery Operator delivers to the Purchaser,
    - i. a copy of the By-laws of the Cemetery and written notice as to whether the By-laws of the Cemetery permit the Purchaser to resell the Interment Rights to a third party, and;
    - ii. a description of the location of the lot that is purchased.
  
9. The Interment Rights Holder shall notify the Cemetery Operator of any changes in their mailing address.
  
10. The purchaser of licensed supplies and services has the right to cancel a contract

within thirty (30) days of signing the contract by providing written notice of the cancellation to the Cemetery Operator. The Cemetery Operator will arrange to refund all monies paid by the purchaser within thirty (30) from the date of request for cancellation. No refund is available if interment rights have been used for any portion of the lot. If the Interment Rights Certificate has been issued, the Purchaser must return it to the Cemetery Operator along with the cancellation request.

11. A purchaser may cancel a contract for the provision of licensed supplies and services, excluding interment rights, at any time after the expiry of 30 days from when the contract was made and if the Cemetery Operator has not fully performed the contract, by providing a written notice of cancellation. The refund shall include interest earned on the money less the amount for supplies and services provided in accordance to the contract less an administrative fee less an amount for any customized supply.
12. Resale of Interment Rights to third parties is permitted subject to the requirements of this By-law.
13. No refund will be made for any lot if the interment rights have been exercised. No refund will be made for any unused lot in a plot where one or more of the lots have been used.
14. Payment in full for the inscription must be made prior to interment in a columbarium niche.

### **TRANSFER OF LOTS**

16. The Cemetery Operator reserves the right to require the production of a notarial copy of the Will or Certificate of Appointment of Estate of Trustee or other evidence sufficient to prove ownership or authority to deal with the Interment Rights.
17. No transfer of any lot shall be binding upon the Cemetery until the required documentation, including the original Certificate of Interment Rights and the Transfer Form, has been completed and received by the Cemetery Operator. A Transfer Fee shall be payable. A new Certificate shall be issued.
18. No transfer shall be made of any interment rights against which charges are unpaid.

## SECTION 5 - INTERMENTS AND DISINTERMENTS

1. The Cemetery Operator shall be in attendance at each interment, inurnment or disinterment.
2. The Interment Rights Holder(s) must complete an Order for Interment Form prior to a burial taking place. Where the interment is for the Interment Rights Holder, the Order for Interment Form shall be completed by the person authorized to act on behalf of the Interment Rights holder. If the person authorized to act on behalf of the Interment Rights Holder is not indicated on the Interment Rights Certificate, the person authorizing the interment may be required to provide a letter from Interment Rights Holder's solicitor, notarized copy of will, or any other documentation acceptable to the Cemetery Operator.
3. When Interment Rights are held jointly by two or more persons, the authorization for Interment will be accepted from either or any of them or their authorized representative.
4. The Cemetery Operator is not responsible for any errors on the Order for Interment Form, and shall not be responsible for any errors or misunderstandings that may arise from verbal orders.
5. Interments in lots shall be permitted as follows:
  - a) One (1) casket burial in a single lot;
  - b) Up to two (2) cremated remains in an urn garden lot;
  - c) Up to four (4) cremated remains in urns in a single lot;
  - d) Up to two (2) cremated remains in urn vaults in a single lot;
  - e) One (1) casket burial plus two (2) cremated remains (not in vaults) in a single lot, to be located near the head of the grave, only if the casket burial has taken place;
  - f) Up to two (2) cremated remains in urns in one (1) columbarium niche or cremation monument;
  - g) One (1) casket burial or one (1) cremated remains in a baby land lot.
6. Paragraph 5 of this Section does not apply if the interment rights holder can demonstrate more names were engraved on the monument or marker prior to By-law 73 of 2015 and this By-law coming into effect and force.
7. A Burial Permit issued by the Registrar General or equivalent document showing that the death has been registered and the fee for the interment as outlined on the Thornton Union Cemetery Price List must be deposited with the Cemetery before interment can take place.
8. Where Interment Rights were purchased prior to 1955, a fee pursuant to O. Reg. 30/11, S. 95 and as set out in the current Thornton Union Cemetery Price List, shall

be paid to the Township prior to the any interment related to those Rights or transfer of those Rights.

9. A Cremation Certificate must be submitted to the Cemetery/Parks Supervisor or the Cemetery Foreman prior to the burial or interment of cremated remains taking place.
10. Persons requesting interments in lots or plots shall be responsible for charges incurred. Payment for interment or inurnment must be paid to the Township before a burial may take place. The interment fee includes the opening and closing of the lot.
11. The opening or closing of graves and niches may only be conducted by the Cemetery Operator.
12. The Cemetery Operator, or Township assume no responsibility for damages, should a lot be opened in a wrong location due to wrong or insufficient information, and any extra expense in connection with an error of this kind shall be paid by the parties ordering the interment.
13. In accordance with the *Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c.33*, the Purchaser of interment rights must enter into a cemetery contract, providing such information as may be required by the Cemetery Operator for the completion of the contract and the public register prior to each burial of human remains.
14. No interment shall be permitted in any lot or niche where the interment rights have not been paid in full.
15. Cremated remains are not permitted to be scattered on a grave.
16. Funeral corteges within the cemetery shall follow the route indicated by the Cemetery Operator.
17. Notice of each interment, including all particulars as to location and size of case, shall be given to the Cemetery Operator at least 24 hours in advance, if practical, 8 hours of which must be regular working hours, if practical.
18. Every effort will be made to complete a burial on the assigned day and time. If, due to inclement weather conditions, health and safety concerns, or conditions beyond the Cemetery Operator's control, a burial cannot be made at the scheduled time, the burial shall be completed as soon as possible at a later time.

19. Vaults are highly recommended for all regular interments. For cremated remains, the vault size must be 15" wide x 15" long by 18" high or smaller.
20. Removal of casketed human remains from a lot may take place provided that the written consent (authorization) of the interment rights holder and a certificate from the local medical officer of health has been received by the Cemetery Operator. Removal of cremated human remains may take place provided that the written consent (authorization) of the interment rights holder has been received by the Cemetery Operator.
21. In special circumstances the removal of human remains may also be ordered by certain public officials without the consent of the interment rights holder and/or next of kin as per *FBCSA*, Section 102.1.
22. Before a disinterment is to take place, the Cemetery Operator requires three (3) days' notice so that arrangements can be confirmed with the local health unit.
23. When a disinterment is to take place, the Cemetery Operator is responsible to open the grave and under the direction of the Funeral Director retained for the purpose of the disinterment, will disinter the body.
24. A burial certificate under the Vital Statistics Act is not required to reinter remains that have been disinterred according to the *Funeral, Burial and Cremation Services Act, 2002*, S.O. 2002, c.33, and its Regulations.

## SECTION 6 - CARE OF LOTS

### GENERAL

1. Income from the Care and Maintenance Fund shall be expended to maintain, secure and preserve the cemetery grounds. Such expenses may include, but are not limited to expenses arising from:
  - Grading and sodding or seeding of lots
  - Maintenance of cemetery roads, sewers and water systems
  - Maintenance of perimeter walls and fences
  - Maintenance of cemetery landscaping
  - Maintenance of the columbariums
  - Repairs and general upkeep of cemetery maintenance buildings and equipment.
2. The Township reserves the right to regulate the articles placed on lots or plots that pose a threat to the safety of all Interment Rights Holders, visitors to the cemetery, the Cemetery Operator or those designated to do work on behalf of the Township; prevents those designated to do work on behalf of the Township from performing general cemetery operations; or are not in keeping with the respect and dignity of the cemetery. Such articles and prohibited articles will be removed and disposed of without notification.
3. All lots and plots shall be maintained and kept properly graded, sodded and mowed by the Township. The said care shall include mowing the grass, clipping around monuments, seeding and refilling sunken graves, when necessary.
4. No Interment Rights Holder shall change the grading of the subject lot, and in case of such change, the Cemetery Operator may restore the lot to its original grade at the expense of the Interment Rights Holder.
5. On lots where there are no markers, a space for flowerbeds can be arranged with the Cemetery Operator upon request. The size and location of the flowerbed will be at the discretion of the Cemetery Operator.
6. Evergreens are permitted only on lots having a monument and only one shall be planted on either side of the monument within the lot boundaries and must be maintained at a height no more than the monument. The Cemetery Operator has the right to remove any shrub or tree that has not been planted by the Cemetery Operator. The Cemetery Operator also has the right to remove any part of a shrub or tree that does not meet the requirements of this By-law or any shrub or tree, by means of their branches or roots or in any other way, have become detrimental to the adjacent lots, drains, roads, or walks or prejudicial to the

general appearance of the ground or inconvenient to the public.

7. No plantings are permitted at the rear of a monument.
8. No glass containers or plant hangers of any kind are allowed in the cemetery at any time.
9. Nails, wires, wooden crosses, articles of glass or pottery, or any other material that may create a hazard to cemetery workers and/or visitors are not allowed in the cemetery. The Cemetery Operator has the right to remove materials that may create a hazard for cemetery workers and/or visitors.
10. Borders, fences, railings, walls, cut-stone coping, luminaires and decorative stone in or around lots are prohibited.
11. Rubbish shall not be thrown out on roads, walks or any part of the grounds. Rubbish must be placed in receptacles provided at convenient points on the ground.
12. Implements or materials used in doing any work within the cemetery shall be removed without delay and if this is not done, the Cemetery Operator shall remove the same.
13. No person, unless authorized by the Cemetery Operator, shall sod, move cornerposts or lot markers.
14. The Cemetery Owner and its employees shall not be responsible for loss or damage to any articles left upon any lot or plot.
15. All lots shall be marked with granite or marble stone corner markers.

## **FLOWERS**

1. Artificial flowers are permitted on monuments provided they are properly maintained and suitable for the cemetery. The Cemetery Operator shall remove any artificial flowers that are not in keeping with the dignity and decorum of the cemetery.
2. Vases, urns and flower stands not properly cared for, and which are not filled with plants by the first (1st) of June in any year may be removed from the lot and any stand, holder, vase or other receptacle for flowers which are not in keeping with the dignity and decorum of the cemetery may be prohibited or removed by the Cemetery Operator. Objects such as vases, urns and flower stands which interfere with the care and maintenance of the cemetery for the period April 16 to

October 31 will be removed by the Cemetery Operator.

3. Cut flowers will be removed by the Cemetery Operator when wilted.
4. Potted plants must be placed on top of the ground as close to the monument as is practical.
5. Artificial wreaths without glass or plastic covers are allowed to be placed on the lot between October fifteenth (15<sup>th</sup>) and March thirty first (31<sup>st</sup>), provided they are securely fastened to the monument, or where there is no monument, mounted on a stand of at least 76.20 (30 inches) high and securely anchored to the ground. To preserve the proper appearance of the grounds, artificial wreaths must be removed before April first (1st) of each year, otherwise the wreaths will be removed by the Cemetery Operator.
6. Decisions, pursuant to Council policy, shall be made by the Cemetery Operator.

## **SECTION 7 - RULES FOR VISITORS**

1. Visitors are asked to remember the respect due to the deceased and conduct themselves in a quiet, orderly manner and shall not disturb any service being held, by noise or other disturbances. The provisions and penalties of the law will be strictly enforced in all cases of disturbance, wanton injury to property, disregard of the rules or conduct unbecoming to the cemetery. Anyone who violates the rules may be expelled from the cemetery.
2. The Cemetery Operator are empowered and required to preserve order and decorum in the cemetery.
3. No parades other than funeral processions shall be admitted to or be organized within the cemetery unless authorized by the Township.
4. Children under the age of twelve (12) years are welcome on the cemetery grounds when accompanied by an adult who shall be responsible for their good conduct and shall see that they do not run over the lots or climb upon the monuments.
5. Vehicles within the cemetery shall be driven at a speed not exceeding 15 km per hour and shall not leave the roads or park on the grass unless directed to do so by the Cemetery Operator. Vehicles shall not be driven over the burial lots of others.
6. No pleasure ATV's (All Terrain Vehicles), unlicensed motorcycles or snowmobiles are allowed in the cemetery.
7. Owners of vehicles and their drivers shall be held responsible for any damage done by them.
8. The carrying or discharging of firearms, other than in regular volleys at burial services authorized by the Cemetery Operator, is prohibited in and around the cemetery.
9. All pets in the cemetery must be leashed and those responsible for the pet must clean-up after the pet.
10. No large assembly shall be permitted in the cemetery grounds other than a funeral or Memorial Service.
11. Picnics for small groups, use of the trail system and pet exercise are permitted on the undisturbed lands adjacent to the cemetery.
12. Any person who, in the cemetery, damages or moves any tree, plant, marker,

fence, structure or other thing usually erected, planted or placed in a cemetery is liable to the Township and any Interment Rights Holder who, as a result, incurs damage. The amount of damages shall be the amount required to restore the cemetery to the state that it was in before anything was damaged or moved by the person liable.

13. Any complaints by Interment Rights Holders or visitors should be made to the Cemetery Operator in writing and not to workers on the grounds. Controversies with workers or others on the grounds are to be avoided.
14. Rubbish shall not be thrown on roadways, lots or walkways or any part of the ground. Receptacles are provided at convenient points on the grounds for the deposit of weeds, decayed flowers, plants, etc.
15. Any article which is detrimental to efficient maintenance or constitutes a hazard to machinery, employees or visitors, or is unsightly or does not conform with the natural beauty or design of the cemetery, may be removed by the Cemetery Operator. Articles removed will be disposed of immediately.
16. In the interest of preventing vandalism, the gates to the cemetery may be ordered closed by the Cemetery Operator at any time deemed to be appropriate.
17. No person shall remove any flower plant container or other object from a cemetery lot without first receiving the permission of the Cemetery Operator, nor shall they move any flower container or other object from one lot to another without permission.
18. When a society or association desires to hold a Memorial Service, they shall submit their request in writing to the Township at least fifteen (15) days previous to the desired date. The association or society securing this permission shall assume responsibility for any damages done to any property in the cemetery at that time.
19. All persons are prohibited from picking any flowers, either wild or cultivated, or breaking any tree, shrub or plant.
20. All persons are prohibited from writing upon, defacing or injuring any monument, fence or other structure in or belonging to the Township.

## **SECTION 8 - RULES FOR MOTOR VEHICLES**

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

## **SECTION 9 - RULES FOR WORKERS, MONUMENT DEALERS AND CONTRACTORS**

1. No monument, cremation monument or marker will be delivered to the cemetery without the proper paperwork.
2. No monument, cremation monument or marker will be permitted to be installed without prior payment of the Care & Maintenance Fee and the required fees set out in the Thornton Union Cemetery Price List which is contained within the Township of Essa Consolidated Fee By- law.
3. No monument, cremation monument or marker will be delivered to the cemetery until the foundation is completed by Parks Staff and the contractor is ready to proceed with the work of installation.
4. No marker, monument or cremation will be removed without notifying the Cemetery Operator.
5. All companies who do work in the Cemetery shall have Workers' Compensation coverage for their workers as well as sufficient liability insurance.
6. There shall not be a variance of more than 1.27 cm. (1/2 inch) in the size of the base required as stated on the work order in order to protect the surface from injury.
7. The demeanour and behaviour of all workers, employed by others, while in the cemetery shall be subject to the control of the Cemetery Operator.
8. Contractors shall temporarily cease all operations if they are working within 100 metres of a funeral until the conclusion of the service. The cemetery 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 to any funeral or public gathering within the cemetery.
9. All work must be done during the regular workday unless by special permission of the Cemetery Operator.
10. No work shall be commenced on Friday that cannot be finished by the end of that day.
11. Heavy loads shall not be permitted in the cemetery when the roads are in unfit condition.
12. No monument or marker dealer shall park on the grass unless otherwise directed to do so by the Cemetery Operator.

13. All implements and materials used in the performance of any work shall be placed where the Cemetery Operator may direct, and all rubbish and surplus earth shall be removed when, and to where, and in such manner as the Cemetery Operator may order. Otherwise, the obstructions will be removed and the expense charged to the Dealer or Contractor.
14. If a monument company desires to set a flat marker they must make written arrangements as to time of installation with the Cemetery Operator as all work must be supervised by Parks Staff. The company shall pay to the Township the prescribed fee plus necessary taxes as set out in the Thornton Union Cemetery Price List which is contained within the Township of Essa Consolidated Fee's and Charges By-law.
15. All monuments shall be set on a concrete foundation constructed by Parks Staff and paid for by the party ordering the work at the price set forth in the Thornton Union Cemetery Price List which is contained within the Township of Essa Consolidated Fee By-law. Requests for construction of foundation must be submitted in writing to the Cemetery Operator within five (5) days of the time of proposed installation. The foundation shall be at least 0.91 m. (3 feet) deep and shall extend 7.62 cm. (3 inches) beyond the monument base on all sides and be flush with the ground. The width of the foundation shall be in accordance with the regulations for monuments in Section 10.
16. All workers will present themselves in a clean, tidy manor with no altered or frayed clothing and wearing green patch safety boots.

## SECTION 10 - MONUMENTS AND MARKERS

### GENERAL INFORMATION

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

Said form shall include the following information:

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

For a monument:

- 1) Dimensions of the die, height, width, length
- 2) Dimensions of the base, height, width, length
- 3) Overall size
- 4) Description. i.e. colour, design.

The amount for the Care and Maintenance of the Cemetery must be paid as set out in the Township's Schedule of Fees By-law in accordance with Ontario Reg 30/11 wherein the municipality must collect and set aside funds for the future care and maintenance of a cemetery.

6. If a monument or marker in the cemetery 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 monument or marker to remove the risk.
7. The Township will take reasonable precautions to protect the property of Interment Rights Holders but the Township assumes no liability for the loss of or damage to any monument or marker or part thereof except where such damage or loss is due to its negligence. Repairs to monuments are the responsibility of Interment Rights Holders and/or their survivors.

## **MONUMENTS**

8. Monuments may only be erected on lots designated for monuments and not in any area designated for flat markers only.
9. A monument shall not be erected on any lot until all charges have been paid.
10. One monument may be placed at the head of the lot and placed in line with other monuments. Monuments cannot be placed "back-to-back" against another. In addition, one marker may be placed on each lot.
11. All monuments must either be of granite, marble or bronze unless special permission is granted by the Township. No wooden materials or other monuments which normally deteriorate faster than stone are allowed.
12. Book, pillow or bench monuments shall be allowed in the cemetery provided they are located at the head of the grave with a suitable foundation or cement pad constructed by Parks staff.

## **MARKERS**

13. Bronze, stone or concrete land markers 15.24 cm. (6 inches) square and not less than 15.24 cm. (6 inches) deep, dressed on all sides and bearing suitable identification permanently marked thereon (usually the initial of the surname) may be placed at the corners of the lot or lots, flush with the ground, at the expense of the Interment Rights Holder or his/her designate.
14. Markers or footstones of bronze, marble or granite are permitted with the following size and quantity restrictions. Placement of markers or footstones must not interfere with future interment.
  - 1) Single lot maximum 30.48 cm x 60.96 cm (12" x 24")
  - 2) Double lot maximum 30.48 cm x 107 cm (12" x 42")
  - 3) Urn garden single lot maximum 30.48 cm x 50.70 cm (12" x 20")
  - 4) Urn garden double lot maximum 30.48 cm x 76.2 cm (12" x 30")
15. One marker may be placed at each grave in addition to the monument. The marker shall be placed at the end of the grave farthest from the monument and shall not exceed 30.48 cm (12 inches) by 45.72 cm (18 inches).
16. The minimum thickness for all flat markers including footstones is 10 cm (4 inches).
17. All markers shall be constructed of bronze, granite or marble.
18. On the Township Columbarium only 11" x 8" wreath niche plates are allowed to be placed.