

CORPORATION OF THE MUNICIPALITY OF STRATHROY-CARADOC

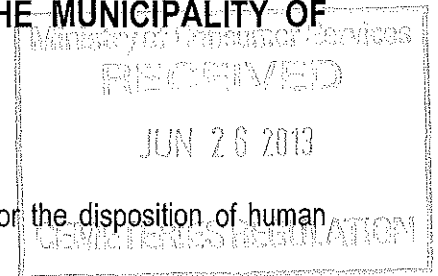
BYLAW NO. 76-13

A BYLAW TO REGULATE AND CONTROL THE STRATHROY CEMETERY

WHEREAS the Strathroy Cemetery was founded in 1862 by the former Town of Strathroy, when it was decided that a suitable burial ground should be available for the needs of the growing community. The Strathroy Cemetery is situated and located at 585 Metcalfe Street West in the Town of Strathroy, under the ownership and jurisdiction of the Municipality of Strathroy-Caradoc; as licensed by the Cemeteries Regulations Unit.

AND WHEREAS Council deems it necessary to adopt a bylaw to regulate the management, maintenance and control of the Strathroy Cemetery in compliance with the Funeral, Burial & Cremation Services Act, 2002, S.O. 2002, Chapter 33, (FBCSA), as amended and any other regulations that come into effect.

NOW THEREFORE BE IT ENACTED BY THE COUNCIL OF THE MUNICIPALITY OF STRATHROY-CARADOC, AS FOLLOWS:



PART 1 DEFINITIONS

- 1.1 "Burial" shall mean the opening and closing of an in-ground lot or plot for the disposition of human remains or cremated human remains.
- 1.2 "Bylaws" shall mean the rules and regulations under which the Cemetery operates.
- 1.3 "Care and Maintenance Fund" means a requirement under the FBCSA, that a percentage of the purchase price of all Interment Rights and set amounts for marker and monument installations is contributed into the Care and Maintenance Fund. Interest earned from this fund is used to provide care and maintenance of plots, lots, markers and monuments at the Cemetery.
- 1.4 "Cemetery" shall mean the Strathroy Cemetery, located in the Town of Strathroy, in the Municipality of Strathroy-Caradoc, in the County of Middlesex and is owned by the Municipality.
- 1.5 "Cemetery Operator" shall mean the Municipality of Strathroy-Caradoc or those designated for the purpose of overseeing the cemetery by the Municipality.
- 1.6 "Columbarium" means a structure containing individual compartments or Niches, designed for the purpose of interring cremated human remains in sealed compartments.
- 1.7 "Contract" for purposes of these by-laws, all purchasers of interment and/or scattering rights must sign a contract with the cemetery, detailing obligations of both parties and acceptance of the cemetery bylaws.

- 1.8 "Corner Posts" shall mean any stone or other land markers set flush with the surface of the ground and used to indicate the location of a lot or plot.
- 1.9 "Disinterment" shall mean the removal of human remains, including cremated human remains, from a closed or sealed grave or niche.
- 1.10 "FBCSA" shall mean the Funeral, Burial and Cremation Services Act, 2002, as amended from time to time.
- 1.11 "Grave" (Also known as lot) shall mean any in ground burial space intended for the interment of a child, adult or cremated human remains.
- 1.12 "Interment" means the burial of human remains and includes the placing of human remains in a grave or lot.
- 1.13 "Interment Right" includes the right to require or direct the interment of human remains or cremated human remains in a lot or niche and direct the associated memorialization.
- 1.14 "Interment Rights Holder" shall mean any person designated to hold the right to direct the interment of human remains in a specified lot or niche.
- 1.15 "Interment Rights Certificate" shall mean the document issued by the Municipality of Strathroy-Caradoc, to the purchaser, once the interment rights have been paid in full, identifying ownership of the Interment Rights.
- 1.16 "Inurnment" shall mean the placing of cremated human remains in a niche.
- 1.17 "Lot" shall mean a single grave space.
- 1.18 "Marker" shall mean any permanent memorial structure set flush with the surface of the ground and used to mark the location of a burial lot. A marker may also mean an ornament affixed to or intended to be affixed to a columbarium niche front or other structure or place intended for the deposit of human remains. The marker is the property of the Interment Rights Holder.
- 1.19 "Marker Space" Unless otherwise specified on the Interment Rights Certificate, that portion of the gravesite(s) designated to contain the marker.
- 1.20 "Memorials" shall mean all Markers or Monuments, or Columbarium Niche fronts and any other approved form used to inscribe the names of individuals interred within the Cemetery.
- 1.21 "Ministry" shall mean the Ministry of Consumer and Commercial Relations for Ontario.
- 1.22 "Monument" shall mean any permanent memorial structure projecting above the ground level installed within the designated space to mark the location of a burial or lot.
- 1.23 "Monument Base" shall mean that portion of the Monument constructed of granite and set on the concrete Monument foundation to provide stability and protection for the Monument Die.

- 1.24 "Monument Die" shall mean those portions of the Monument set on the Monument Base, containing the design and memorial inscription.
- 1.25 "Monument Foundation" the in-ground concrete foundation, constructed the equivalent size of the Monument Base.
- 1.26 "Monument Space" Unless otherwise specified on the Interment Rights Certificate, that portion of the Gravesite(s) designated to contain the Monument and planting where allowed.
- 1.27 "Niche" An individual compartment in a Columbarium for the Inurnment of cremated human remains.
- 1.28 "Plan" shall mean the plan of the Cemetery, approved by the Ministry of Consumer and Commercial Relations for Ontario.
- 1.29 "Plot" for the purposes of this bylaw, a plot is a parcel of land, sold as a single unit, containing multiple lots.
- 1.30 "Purchaser" shall mean the individual(s) purchasing the Interment and/or Scattering Rights products or services. The Purchaser does not hold or maintain the right to direct burials, disinterment or on the Interment and/or Scattering Rights Certificate.
- 1.31 "Trust Funds" shall mean those funds in which a trustee may invest and which are defined in the Trustee Act, R.S.O., 1990, C.T. 23, or any predecessor of that Act.
- 1.32 "Scattering" shall mean the act of spreading of cremated remains over a designated area within a cemetery with the knowledge and permission of the cemetery operator and in keeping with the cemetery's by-laws.
- 1.33 "Scattering Rights Holder" shall mean any person designated to hold the right to direct the scattering of cremated human remains in the designated area of the Cemetery known as the Scattering Area.

PART 2 General Provisions

2.1 Hours of Operation:

Cemetery: Open daily from sunrise to sunset.

Burials: 9:00am to 4:00pm Monday through Saturday, excluding Statutory and Municipal Holidays.

Office: 8:30am to 12 noon and 1:00pm to 3:30pm weekdays*

*excluding Statutory and Municipal Holidays and subject to staff availability

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 rules and regulations of this bylaw.

- iii) All visitors should conduct themselves in a quiet manner that shall not disturb any service being held. Children under the age of twelve (12) years shall be accompanied and in the charge of an adult.
- iv) Cemetery Property: No one shall damage, destroy, remove or deface any property in or belonging to the Cemetery. Any person who, in the cemetery, damages or moves any tree, plant, marker, fence, structure, or other object usually erected, planted or placed in the Cemetery is liable to the Strathroy Cemetery and/or any Interment and/or Scattering Rights Holder. The amount of damages shall be the amount 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 15 km/hr. At no time shall vehicles park or drive on the grass. Owners of vehicles will 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 and pets are not permitted on Cemetery property with the exception of Guide dogs accompanied by and to assist their owner.
- vii) Burial of Animals: Burial of animals, including cremated animal remains, is not permitted on cemetery grounds.
- viii) Special Events: Special Events are only permitted with the prior approval of the Cemetery Operator.
- ix) Discharging of firearms, other than volleys with military services, is prohibited. Consent for military volleys must be obtained from the local Police Service.
- x) Roller Blades and Skateboards: The use of roller blades 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 10 km/hour. Bicycle racing is strictly prohibited.
- xii) Any complaints shall be made in writing to the Cemetery Operator.
- xiii) Rubbish shall not be thrown on roadways, lots or walkways or any part of the grounds. Receptacles shall be provided on the grounds for the deposit of rubbish.
- xiv) 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.

- xv) Any article which may be 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. An article removed will be held at the Cemetery Office for a period of thirty (30) days. If it is not collected during this time, the article will be disposed of without notice.

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; and
- 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-law amendment pertains to markers or their installation.
- iv) All by-laws and by-law amendments are subject to the approval of the Registrar, Cemeteries Regulation Unit, Ministry of 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, Acts of God, or vandals) to, any lot, plot, columbarium niche, monument, marker, or other article that has been placed in relation to an interment or scattering 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 and crematoriums to maintain a public register that is available to the public during regular office hours.

2.6 Ownership of Memorials: All Memorials are the property of the Interment Rights Holder except for the Columbarium Niche fronts regardless if approved for use as a memorial.

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 governing federal and provincial legislation. We do not rent, sell, or trade personal information lists. Individuals may request their personal information in writing at any time to ensure that it is correct and current or to edit it.

2.8 Notice of Change of Address: Each Interment and/or Scattering Rights Holder shall notify the Cemetery Operator of any change of his/her address. Notice sent to the Interment and/or Scattering Rights Holder at the last address according to the Cemetery's record 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's records.

2.9 Right to Re-Survey: The Cemetery Operator expressly reserves the following rights and privileges to be exercised from time to time in accordance with and subject to approval of any governing provincial legislation in effect at the time:

- i) To re-survey, enlarge, construct a building or structure, alter, and/or diminish all or any portion of the Cemetery;
- ii) To lay out, establish, close, eliminate, or otherwise modify or change the location of roads, walks, or drives;
- iii) To create or remove easements and rights of way over and through all of the Cemetery premises 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 and/or Scattering Rights have taken place in these areas.

2.10 Easements: No easement or right of interment is granted to any Interment and/or Scattering Rights Holder in any road, drive or walk within the Cemetery, but such road, drive or walk may be used as a means of access to the Cemetery as long as the Cemetery devotes such road, drive or walk to that purpose.

2.11 Supporting Documentation: Where the person(s) to exercise or to deal with Interment and/or Scattering Rights is/are not the person whose name appears on the Interment and/or Scattering 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 exercise or to deal with such Interment and/or Scattering Rights.

Part 3 Correction of Errors

3.1 The Cemetery Operator may, to correct any error that may have been made by it either in making a burial or disinterment or in the description, transfer or granting of Interment Rights, either cancel such grant and substitute and grant in lieu thereof other Interments Rights of equal value and similar location as far as is reasonably possible and as may be selected by the Cemetery Operator, or refund the money paid on account for the purchases of said Interment Rights. In the event of any such error that may involve the Interment or Disinterment of the remains of any persons or person in 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 in such other Interment Rights of equal value and similar location as is reasonably possible as may be substituted and granted in lieu thereof.

Part 4 Purchases, Sales and Transfers

Purchases & Sales

4.1 Sales: All sales to be conducted by the Cemetery Operator on behalf of the Municipality of Strathroy-Caradoc.

4.2 Cemetery Price List: All prices for cemetery lots, niches and services shall be set out in the Cemetery Price List as amended and approved by the Municipality of Strathroy-Caradoc from time to time and available from the Cemetery Operator.

- 4.3 Purchase of Interment or Scattering Rights: Purchasers of Interment and/or Scattering Rights Holders acquire only the right to: direct the burial of human remains or to direct the scattering of cremated human remains and the installation of monuments, markers and inscriptions, subject to the conditions set out in the cemetery by-laws. In accordance with cemetery by-laws, no burial, inurnment, scattering, or installation of any monument, marker, inscription, or memorialization is permitted until the interment rights have been paid in full. An Interment or Scattering Rights Certificate will be issued to the Interment Rights Holder(s) when payment has been made in full. The purchase of interment or scattering rights is not a purchase of real estate or real property. An interment or scattering rights holder wishing to resell their interment or scattering rights may advise the cemetery operator of their intention prior to seeking a third party buyer for their interment or scattering rights.
- 4.4 Care and Maintenance Fund: As required by sections 166 and 168 of Regulation 30/11 under the FSCSA, 2002, a percentage of the purchase price of all Interment Rights, Scattering Rights and a prescribed amount of \$25.00 where there was no scattering rights sold, and a prescribed amount for Monuments and Markers is contributed into the Care and Maintenance Fund. Income from the 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 or Scattering Rights are cancelled within the 30 day Cooling-off Period.
- 4.5 The Cemetery Operator shall provide each Interment or Scattering Rights Holder at the time of sale with:
- A copy of the Certificate of Interment or Scattering Rights
 - A copy of the Contract for Purchase of Interment or Scattering Rights
 - A copy of the Cemetery By-law and
 - A copy of the current Cemetery Price List
- The Interment or Scattering Rights Holder shall notify the Cemetery Operator of any changes in their mailing address.
- 4.6 Cancellation of Interment or Scattering Rights within thirty (30) day Cooling-off period: A Purchaser has the right to cancel an Interment or Scattering Rights Contract within thirty (30) days of signing the Interment or Scattering 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 receipt of the written notice.
- 4.7 Cancellation of Interment or Scattering Rights after 30 day cooling-off period: (for contracts entered into Prior to July 1st, 2012): Upon receiving written notice from the purchaser of the interment or scattering rights, the cemetery operator will cancel the contract and issue a refund to the purchaser for the amount paid for the interment or scattering rights less the appropriate amount that is required to be deposited into the Care and Maintenance Fund. This refund will be made within thirty (30) days of receiving said notice. If the interment or scattering rights certificate has been issued to the interment or scattering rights holder(s), the certificate must be returned to the cemetery operator along with the written notice of cancellation.

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

Transfers

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

- A current interment or scattering rights certificate
- A written request for the transfer of the interment or scattering rights, which includes the names and addresses of the current rights holder(s), the third party purchasers or transferees, and the exact location of the interment or scattering rights.
- Any other documentation in the interment or scattering rights holder(s) possession relating to the rights
- If any portion of the interment and scattering rights has been exercised, the purchaser, or the interment rights holder(s) are not entitled to re-sell the interment rights.

Re-Sale of Interment or Scattering Rights

4.9 Re-Sale of Interment or Scattering Rights: All Re-sales of interment or scattering rights must be carried out through the Cemetery Operator. Interment or scattering rights holders may first offer the interment or scattering rights to the cemetery operator. If the cemetery operator does not wish to re-purchase the interment or scattering rights, the interment and scattering rights may be sold on to a third party for no more than the current price listed on the cemetery price list. The sale must be conducted through the cemetery operator and the purchaser must meet the qualifications and requirements as outlined in the cemetery operator's bylaws. All re-sales of interment or scattering rights are subject to a transfer fee.

4.10 Re-sale of Interment or Scattering Rights to the Cemetery Operator: The cemetery operator may repurchase the interment or scattering rights from the rights holder(s) if the cemetery operator so desires and may negotiate a purchase price so long as the seller acknowledges being aware of the cemetery operators current price list amounts for the interment and/or scattering rights.

4.11 Re-Sale to a Third Party:

4.11.1 The interment or scattering rights holder(s) intending to sell their rights shall provide the following documents to the cemetery operator so that the operator can confirm the ownership of the rights and provide the third party purchaser with the required certificate:

- An interment or scattering 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
- If the resale involves scattering rights, a written statement of the number of scattering rights
- Any other documentation in the interment or scattering rights holder(s) possession relating to the rights.

4.11.2 The third party purchaser will be provided with the following documents by the Cemetery Operator:

- An interment or scattering rights certificate endorsed by the current rights holder
- A copy of the cemetery's current by-laws
- A copy of the cemetery's current 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
- If the resale involves scattering rights, a written statement of the number of scattering rights available
- Any other documentation in the interment rights holder(s) possession relating to the rights

4.11.3 The Cemetery Operator will require:

- A statement signed by the Rights Holder(s) selling the interment or scattering rights acknowledging the sale of the interment or scattering rights to the third party purchaser;
- Require confirmation that the person selling the interment or scattering rights is the person registered on the cemetery records and that they have the right to re-sell the Interment or scattering rights;
- Record the date of the re-sale of the interment or scattering 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 or Scattering Rights;

4.11.4 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 or Scattering Rights Certificate to the third party purchaser.

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

4.11.6 The Cemetery Operator may charge an administration fee for the issuance of a new certificate in accordance with the price listed on the Cemetery Operators current price list.

4.12 A contract or certificate shall be deemed cancelled if the Cemetery has reasonable grounds to believe that the holder of the Certificate of Interment Rights has or would have reached 120 years of age and if the Cemetery is unable, after making reasonable efforts, to determine if any owner is alive.

4.13 The Strathroy Cemetery will accept payment by installments for Interment and/or Scattering Rights on a pre-need supplies or services basis only as follows:

- Payment in full of the Care & Maintenance amount at the time the application or purchase is signed.

- The balance is to be paid by regular equal monthly payments over a maximum 6 month period, as arranged with the Cemetery Operator.
- No interments and or scattering of remains shall be made herein, nor a monument erected until all indebtedness has been satisfied.

Part 5 INTERMENTS (Burial or Scattering of Cremated Remains) AND DISINTERMENTS

- 5.1 Interment or Scattering Rights Holder(s) must provide written authorization prior to a burial, scattering or an inurnment taking place. Should the interment or scattering rights holder be deceased, authorization must be provided in writing by the person authorized to act on behalf of the interment or scattering rights holder i.e. Personal Representative, Estate Trustee, Executor or next of Kin.
- 5.2 A Burial Permit issued by the Registrar General or equivalent document showing that the death has been registered with the province must be provided to the cemetery office prior to a burial, scattering or inurnment taking place. A Certificate of Cremation must be submitted to the cemetery office prior to the burial, inurnment or scattering of cremated remains taking place.
- 5.3 In accordance with FBCSA the purchaser of interment or scattering 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 interment of human remains or each scattering of cremated human remains.
- 5.4 The Cemetery shall be given a minimum of 48 business hours of notice for each burial of human remains or interment and scattering of cremated human remains.
- 5.5 The opening and closing of graves and niches or the scattering of cremated remains may only be conducted by Cemetery staff or those designated to do work on behalf of the Cemetery Operator.
- 5.7 No more than one (1) burial shall be made in any single grave except one traditional burial plus one cremation burial OR four cremation burials are permitted in each traditional size lot.
- 5.8 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 must be of a size to permit burial within the size of the lot.
- 5.9 Cremated remains may be scattered only within the designated Scattering Area of the cemetery as approved by the Ministry and cannot be scattered on a grave. Once scattered, cremated remains cannot be retrieved.
- 5.10 Columbarium: A maximum of two inurnments is permitted in each Niche.
- 5.11 Human remains may be disinterred from a lot provided that the written consent (authorization) of the interment rights holder has been received by the cemetery operator and the prior notification of the

medical officer of health. A certificate from the local medical officer of health must be received at the cemetery office before the removal of casketed human remains may take place. A certificate from the local medical officer of health is not required for the removal of interred cremated remains.

- 5.12 In special circumstances the disinterment or removal of human remains may also be ordered, without the consent of the interment rights holder and/or next of kin(s), by certain public officials such as a Coroner, the Attorney General, the Solicitor General or a lawful delegate of either, or under a court in which a judicial proceeding is pending, considers it necessary; all in accordance with FBSCA 2002.
- 5.13 Funeral corteges within the Cemetery shall follow the route indicated by the Cemetery Operator, or his designate.
- 5.14 The Cemetery Operator or those under the employ of the Strathroy Cemetery may attend any interment.
- 5.15 There shall be no Sunday interments or scattering permitted unless ordered to do so by a representative of any regulatory authority having jurisdiction.

Part 6 **Memorialization**

- 6.1 No Memorial shall be installed, erected or permitted in the Cemetery unless the payment to the Care and Maintenance Fund and all other applicable charges are paid in full to the Cemetery.
- 6.2 No memorial, Monument Base or Monument Foundation of any description shall be placed, moved, altered or removed without permission from the Cemetery Operator.
- 6.3 Minor scraping of the Monument Base, of an upright Monument due to grass/lawn maintenance is considered to be normal wear.
- 6.4 The Cemetery Operator reserves the right to determine the maximum size of Memorials and their location on each Gravesite. Memorials must not be of a size that would interfere with any future Interments.
- 6.5 If any Memorial presents a risk to public safety because it has become unstable, the Cemetery Operator shall do whatever is deemed necessary by way of repairing, re-setting or laying down the Memorial or any other remedy so as to remove the risk.
- 6.6 The Cemetery Operator reserves the right to remove at its sole discretion any Memorial or inscription which is not in keeping with the dignity or decorum as determined by the Cemetery Operator.
- 6.7 Only one Monument shall be erected within each Grave within the designated space.
- 6.8 Monuments being markers projecting above ground level can only be erected on lots designated for monuments and not in any area designated for "Flat Markers Only".

- 6.9 No monument shall be delivered to the cemetery for installation until the monument foundation has been completed, and the interment rights holder(s) and/or marker retailer have been notified by the cemetery operator.
- 6.10 The minimum thickness for a flat Marker, including foot stones, is four inches or 10 centimeters.
- 6.11 The minimum thickness of a die stone shall be 15.24 cm (6 inches). Should the monument exceed 100 cm (3 feet) overall height, the die thickness must be 20.5cm (8 inches).
- 6.12 In the areas described as the 1983 and 2003 Survey Sections of the Cemetery, the monuments shall stand no more than 91.44 cm (36") above the ground level.
- 6.13 The die stones must be installed on a granite base. The height of the base shall be a minimum of 20.3 cm (8 inches). The top surface of the base must be both wider and longer than the die in order to provide a minimum border of 7.6cm or 2 inches allowing the surface of the base to be exposed on all sides. The bottom of the base shall be smooth sawn.
- 6.14 All foundations for monuments and markers shall meet the specifications established in this bylaw and are at the expense of the interment rights holder.
- 6.15 All upright monuments require a concrete foundation with a minimum 6 foot (182.88 centimeters) depth. The foundation width and length must be the same dimension as the monument base. The foundation shall not rise above the grade of the surrounding ground level.
- 6.16 The foundation shall be built in the designated space and in the proper dimension of the monument base and require a 10.16 cm (4") border cap surrounding the monument base.
- 6.17 The required concrete mix for foundations will be:
20.5 MPA (mega Pascal)
75 MM slump (millimeters)
20 MM aggregate (millimeters)
5% + or - 1% Air Entraining Agent
- 6.18 There shall be a trowel finish of all edges of the foundation.
- 6.19 The surface area of the foundation shall be flush with the surrounding ground level and shall provide a level surface free of defects. Foundations must be cured for a minimum of 40 hours before placing the monument.
- 6.20 All contractors working in the cemetery shall be under the supervision of the Cemetery Operator.
- 6.21 No concrete shall be poured until a representative of the Cemetery has approved the grades and all loose material is removed from the grade. The pouring shall commence at the low point in the grade

and the concrete shall be thoroughly consolidated to eliminate all air pockets and honeycombs. No concrete shall be poured to overlap concrete that is partially set. Defective areas must be repaired to the approval of the Cemetery Operator. The finished concrete shall be protected from wind, rain or sun during curing, by covering it completely with a piece of plywood having a minimum thickness of 11mm (1/2 inch). All rubbish and excavated material shall be removed from the excavation site to a place designated by the Cemetery staff.

- 6.22 Markers or Footstones of bronze, marble or granite are permitted with size and quantity restrictions according to the section of the cemetery and the regulations deemed necessary as per the size of lot in that section. Its placement must not interfere with future placements. Markers shall be of the following sizes:
- Grave width of 91.44cm (36")
 - 30.48cm x 60.96 cm (12" x 24")
 - Grave width of 182.88cm (72")
 - 35.56cm x 91.44 cm (14" x 36")
- 6.23 Flat markers are to be flat on top and set level with the ground so that a lawnmower can pass safely over them.
- 6.24 Any flat marker that exceeds the standard depth of 30.48 cm (12") can only be installed after full interment has taken place.
- 6.25 A monument or other structure shall be erected only after the specific design plans have been approved by the Cemetery Operator including: dimensions, materials of structure, construction details and proposed location.
- 6.26 The Cemetery Operator will take reasonable precautions to protect the property of interment rights holders, but it assumes no liability for the loss of, or damage to, any monument, marker, or other structure, or part thereof.

Part 7 Care, Planting and Decorations

- 7.1 A portion of the price of interment or scattering rights is trusted into the Care and Maintenance Fund. The income generated from this fund is used to maintain, secure and preserve the cemetery grounds. Services provided through this fund include:
- Re-leveling and sodding or seeding of lots or scattering grounds
 - Maintenance of cemetery roads, sewers and water systems
 - Maintenance of perimeter walls and fences
 - Maintenance of cemetery landscaping
 - Maintenance of columbarium and mausoleum
 - Repairs and general upkeep of cemetery maintenance buildings and equipment
- 7.2 Only those authorized by the Cemetery Operator shall remove any sod or in any other way change the surface or grading of the Gravesites in the Cemetery.

- 7.3 No person shall do any work upon a burial lot, plot or Cemetery property, without the permission of the Cemetery Operator.
- 7.4 Flowers placed on a Gravesite for a funeral shall be removed by the Cemetery staff after a reasonable time to protect the sod and maintain the tidy appearance of the Cemetery.
- 7.5 All lots and plots sold or assigned, shall be maintained and kept properly graded, sodded and mown by the employees of the Cemetery.
- 7.6 If any trees or shrubs situated in any lot shall have 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, shrubs or parts thereof.
- 7.7 Nails, wires, wooden crosses, articles of glass or pottery or any other material which create a hazard to workers and to visitors when neglected or broken are not allowed in the cemetery and will be removed by the Cemetery Operator or staff without notice.
- 7.8 All permanent borders, fences, railings, walls, cut-stone coping and hedges in or around lots become unsightly will be removed at the discretion of the Cemetery Operator.
- 7.9 Implements or materials used in doing any work within the Cemetery shall be removed without delay.
- 7.10 No Interment and/or Scattering Rights Holder shall change the grading of their lot(s), and in case of any such change, the Cemetery Operator may restore the lot to its original grade at the expense of the Interment and/or Scattering Rights Holder.
- 7.11 No unauthorized person shall move corner posts or lot markers.
- 7.12 The Cemetery Operator shall not be responsible for loss or damage to any articles left upon any lot or plot.
- 7.13 Artificial wreaths without glass or plastic covers are allowed to be placed on the lot after October 15th, provided they are securely fastened to the monument or where there is no monument, mounted on a stand of at least 76.2 cm (30") high which is securely anchored to the ground. Further, artificial wreaths must be removed before April 15th of each year.

Part 8 COLUMBARIUM and NICHES - General Regulations

- 8.1 All the general rules and regulations of the Strathroy Cemetery shall apply to the Columbarium as far as the nature of the inurnment permits. Any variation shall be at the sole discretion of the Cemetery Operator.

- 8.2 Certificate of Cremation from a Crematorium must accompany all cremains before inurnment can take place.
- 8.3 No inurnment shall be made without written permission from the Interments Rights Holders or a representative of the estate if the Interment Rights Holder is the deceased.
- 8.4 Strathroy Cemetery will maintain records of all interments in the Cemetery including inurnments in the columbarium.
- 8.5 No inurnment shall be permitted until paid in full to the Cemetery Operator.
- 8.6 Flowers, wreaths and designs placed against or near any part of the Columbarium which are liable to stain or deface the structure will be removed.
- 8.7 No glass vases or other breakable item(s) shall be placed around the Columbarium.
- 8.8 Transfer of Interment Rights for a Columbarium must be approved by the Cemetery Operator.
- 8.9 Only the Cemetery Operator and staff may open and seal Niches for Inurnments. This applies to the inside sealer and the Niche front.
- 8.10 Only those authorized by the Cemetery Operator shall remove or alter Niche fronts.
- 8.11 All inscriptions and decorations to Niche fronts must be pre-approved by the Cemetery Operator.

Part 9 Rules and Conduct for Contractors (including Monument Dealers)

- 9.1 Any contract work to be performed within the Cemetery requires the written pre-approval of the interment rights holder and the Cemetery Operator before the work may begin. Pre-approved work includes but is not limited to: landscaping, delivery of monuments and markers, inscriptions, designs, drawings, plans and detailed specifications relating to the work, proof of all applicable government approvals and permits, the location of the work to be performed. It is the responsibility of all contractors to report to the Cemetery office and provide the necessary approvals before commencing work at any location on the Cemetery property.
- 9.2 Monument foundations, monument bases and memorials must be properly installed according to the Cemetery By-Laws.
- 9.3 Contractors will obtain all necessary permits, licenses and certificates at their expense and comply with all laws, rules, regulations and codes relating to the work.
- 9.4 Prior to the start of any said work, contractors must provide proof of:
 - WSIB Coverage
 - Occupational Health & Safety Compliance Standards

Environmental Protection

WHMIS

Evidence of liability insurance (COI) of not less than \$2 million and naming the Municipality as additionally insured.

- 9.5 Contractors will conduct their operations to prevent damage to any grounds, turf, shrubs, trees, flowerbeds, memorials, decorations, bases, or any other article or natural feature in the Cemetery. Contractors shall lay planks on the gravesites, and paths over which heavy materials are to be moved, in order to prevent damage. Any damage caused by Contractors shall be rectified to the satisfaction of the Cemetery Operator at the expense of the Contractor.
- 9.6 Hours of work shall be determined between the Contractor and Cemetery Operator in advance. All work must be done during regular cemetery hours, unless by special permission of the Cemetery Operator. The Cemetery Operator reserves the right to temporarily cease Contractor operations at its sole discretion if the noise of the work being performed by the Contractor is deemed to be a disturbance to any funeral or other authorized public gathering within the Cemetery.
- 9.7 Contractors working within the Cemetery must remove all implements, equipment and rubbish from the Cemetery at the conclusion of the completed work or as directed by the Cemetery Operator. All work sites must be secured when left unattended.
- 9.8 No monument or marker will be removed without written permission from the Cemetery Operator.
- 9.9 Heavy loads shall not be permitted in the cemetery when the roads are in unfit condition.
- 9.10 No marker dealer shall park on the grass unless approval has been given by the Cemetery Operator.
- 9.11 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 in such manner and at such time and to such place as the Cemetery Operator may direct. Any implement and material left at the Cemetery will be removed, and the expense charged to the contractor.
- 9.12 If a marker dealer or their contractors desires to make their own foundations, they must have made arrangements within five (5) days prior to the proposed installation, with the Cemetery Operator so that all work may be supervised by an employee of the Cemetery.

Part 10 PRIOR BYLAWS.

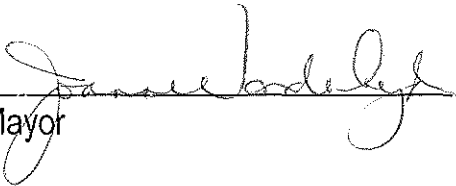
- 10.1 This bylaw will supersede any and all previous bylaws relating to the Strathroy Cemetery.

Part 11 APPROVAL OF BYLAW.

11.1 Upon receipt of approval by the Registrar of Cemeteries, FBCSA, Cemeteries Regulations Unit, Ministry of Consumer Services, this bylaw shall come into force and take effect on the day it is passed in Council.

Read a **FIRST** and **SECOND** time this 3rd day of September 2013

Read a **THIRD** time and **FINALLY PASSED** in Open Council this 3rd day of September 2013



Mayor



Clerk

 Ontario	Ministry of Government Services Cemeterios Regulation	Ministère des Services gouvernementaux Réglementation des cimetières
	APPROVED In accordance with the regulations under The Cemeterios Act.	APPROUVE conformément aux règlements afférents à la Loi sur les cimetières.
Date of Approval/ Date de l'approbation	24 July 2013	
File No. of Cemetery/ Numéro de fiche de cimetière	02391	
By/ Par		



Municipality of Strathroy- Caradoc

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Staff Report #
CEM 1-2013

Directed to: Mayor Vanderheyden and Members of Council

Council Meeting Date:

September 3, 2013

Prepared by: John Whiting, Cemetery Operator and
Ruth Alcainho, Executive Assistant

Attachment(s):

Department: Cemetery

Bylaw 76-13

Subject: Bylaw to Regulate and Control Strathroy Cemetery

Recommendation:

That Council approves Bylaw 76-13, being a bylaw to regulate and control the Strathroy Cemetery.

Background:

The *Funeral Burial and Cremation Services Act* (FBCSA) came into effect on July 1st, 2012. The FBCSA combines the *Cemeteries Act* and the *Funeral Directors Act*. The FBCSA stipulates the requirement to regulate and control cemeteries under the jurisdiction of the Municipality. As required, this Bylaw was submitted to the Cemeteries Regulation Unit (CRU) and has been given approval by the Registrar and now requires Council approval for the bylaw to take effect.

Comments:

We are presently reviewing the establishment of policies regarding abandoned cemeteries in the municipality.

Consultation:

The Cemeteries Regulations Unit, Ministry of Consumer Services, Consumer Protection Branch.

Financial Implications:

There are no changes to the current rates. Under the previous legislation municipalities were required to submit their rates to the CRU for approval, but this requirement no longer applies under the FBCSA.

Reviewed by

Chief Administrative Officer