

THE CORPORATION OF THE CITY OF DRYDEN

BY-LAW NUMBER 4742-2020

BEING A BY-LAW TO RESCIND A BY-LAW 4602-2019, TO AMEND THE MUNICIPAL CODE OF THE CORPORATION OF THE CITY OF DRYDEN BY DELETING CHAPTER 35 – CEMETERIES AND TO ADOPT A NEW CEMETERY BY-LAW.

WHEREAS *the Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c.33* and *Section 150 of Ontario Regulation 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 comes into force or takes effect until it is filed with, and approved by the Registrar; and,

WHEREAS the Dryden Cemetery is owned by The Corporation of The City of Dryden; and,

WHEREAS It is desirable and expedient to make provisions for the operation of the Dryden Cemetery including the use, maintenance, management and other protection of the Cemetery;

NOW THEREFORE the Council of The Corporation of The City of Dryden hereby enacts as follows:

1. THAT the Cemetery By-Law be established with the following:

Article 1

TERMINOLOGY

1.1 Title

This By-law may be cited as the "Cemetery By-Law".

1.2 Definitions

In this chapter, unless the context shall otherwise require, the following terms shall have the meanings indicated:

ACT – *the 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 – the opening and closing of an inground Lot for the disposition of human remains or cremated human remains.

BY-LAW – 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 a percentage of the purchase price (excluding tax) of all interment and scattering rights sold, transferred, assigned or permitted; 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 – the Dryden Cemetery.

CEMETERY EMPLOYEE – an employee of the Corporation, employed at the Cemetery.

CEMETERY PLAN – a plan of the Cemetery filed with by the *Bereavement Authority of Ontario (BAO)*.

CEMETERY SERVICES – 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.

CLERK – the Clerk, or designate, of the Corporation.

COLUMBARIUM – 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 scattering rights, 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 – 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 – The Corporation of The City of Dryden.

COUNCIL – the Municipal Council of the City of Dryden.

DISINTERMENT – the removal of human remains from a closed or sealed Lot.

GRAVE – a portion of the Lot used for Interments.

INTERMENT – the Burial of human remains and includes the placing of human remains in a Lot.

INTERMENT RIGHTS – 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 – the document 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 – a person who holds the 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 – the placement of human remains in a Columbarium Niche.

LOT – an area of land in the Cemetery containing or set aside to contain human remains.

MARKER – 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 a "Corner-stone".

MONUMENT – shall include a Monument, column, shaft, cenotaph, stone or other structure for 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 – a recessed compartment in a Columbarium designed to hold urns.

NICHE MARKER – the wreath or inscription on the cover of a Columbarium Niche.

PRICE LIST – the tariff of fees and charges for Interment Rights and Cemetery Services and supplies, as revised from time to time.

REGISTRAR – the Registrar appointed under the *Funeral, Burial and Cremation Services Act, S.O. 2002, c.33*.

SPIRIT HOUSE – a structure placed on the grave which securely houses the living spirit of the person and perpetuates the memory of the deceased person, for a maximum of five (5) years.

TREASURER – the Treasurer, or designate, of the Corporation.

VAULT – a sealed shell made of pre-cast concrete or equal material (metal, copper, etc.) as approved by the Clerk placed entirely below the surface of the ground. A Vault may be refused where there is insufficient space. Above ground Vaults are not permitted.

Article 2 CEMETERY PLAN

2.1 Plan to remain on file

The Cemetery Plan shall remain on file at the office of the Clerk.

2.2 Alterations to plan

No alterations shall be made to the Cemetery Plan without the approval of Council, expressed by resolution thereof, and the approval of the *BAO*.

2.3 Unsubdivided lots

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.

2.4 All dealings to refer to Cemetery Plan

All dealings with respect to any Lot, Grave, or Niche shall be by reference to the Cemetery Plan.

Article 3 GENERAL ADMINISTRATION

3.1 Management of cemetery

Subject to the jurisdiction of Council, the Clerk, Finance, Parks and Public Works Departments have the complete control and management of the land, buildings, planning, roads, utilities, books and records of the Dryden Cemetery and the complete authority to administer this by-law.

3.2 Creation of or revision to regulations

In addition to the regulations set forth in this by-law, Council may make further regulations and may vary, alter, amend or rescind any regulations by by-law but these shall only come into effect when approved by the BAO. All by-law amendments must be: a) published once in a newspaper with general circulation in the locality in which the cemetery is located; b) conspicuously posted on a sign at the entrance of the cemetery; and c) delivered to each supplier of markers who has delivered 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 amendments are subject to the approval of the *Registrar, Funeral, Burial and Cremation Services Act, 2002 (FBCSA), BAO.*

3.3 Clerk to keep registers, records and books

The Clerk shall keep such registers, records and books as are necessary for properly recording all matters, acts, deeds and things pertaining to the Cemetery, and as may be prescribed. *Section 110 of Ontario Regulation 30/11* requires the Corporation to maintain the register and have it available to the public (during normal office hours).

3.4 Treasurer to keep books, accounts and records

The Treasurer shall keep such books, accounts and records as are necessary for properly recording and exhibiting all financial matters pertaining to the Cemetery, and as may be prescribed.

3.5 Payment and receipt of monies

All revenue and other monies belonging or pertaining to the Cemetery shall be paid and received by the Treasurer.

3.6 Reports by Clerk

The Clerk shall make and render such reports as may be prescribed or as Council may require.

3.7 Fees and charges to be in accordance with Price List

All fees and charges shall be in accordance with the Price List which shall govern in all matters pertaining thereto.

3.8 Liability for loss or damage

The Corporation shall not be held liable for any loss or damage, without limitation (including damage by the elements, Acts of God, or vandals) to any Lot, Columbarium Niche, Monument or Marker except for direct loss or damage by gross negligence of the Corporation. Monuments, markers, plaques etc. are owned by the interment rights holder and the Corporation is not responsible for their loss or deterioration. These memorials should be protected by the interment rights holder's own insurance coverage. Minor scraping of the Marker base due to grass cutting is considered normal wear, and the Corporation assumes no liability for such scraping.

**Article 4
MAINTENANCE AND IMPROVEMENT**

4.1 Right of entry

The Clerk and the Manager of Public Works Services, in the management, maintenance and improvement of the Cemetery, shall have the power at all times to enter in and upon every part of the Cemetery without permission, let or hindrance, and to do, perform and execute such work as may be necessary, desirable or expedient for any such purpose, and without in any way rendering the Corporation or themselves liable in damages or otherwise whatsoever.

4.2 Trees and plants

- (a) For the aforesaid purposes, trees, shrubs, bushes, plants or sod may be planted, maintained or moved on or from any part of the Cemetery.
- (b) Any flowers, plants, existing shrubs or trees planted in the Cemetery become the property of the Cemetery.
- (c) The Corporation reserves the right to remove any plant, flower, shrub or tree, with no compensation to the Interment Rights Holder, when the removal is required to perform routine Cemetery maintenance.

4.3 Permission required prior to working on Lots or Graves

No Interment Rights Holder or person shall do any work upon a Lot or Grave without the written permission of the Clerk.

4.4 Changing grade of Lot

No Interment Rights Holder or person shall change the grading of a Lot or Grave, and in case of any such change, the Corporation may restore the Lot or Grave to its original grade at the expense of the Interment Rights Holder.

4.5 Maintenance of Lot and Grave

The Corporation undertakes the grading, seeding, grass cutting and general care of the Lot or Grave.

4.6 Use of approved plant varieties; consent required prior to altering plants

In-ground plantings may be permitted on Lots or Graves, but only such varieties as are in keeping with the general plan of the Cemetery and subject to the approval of the Clerk. No tree or shrub growing within any Lot or Grave may be removed or altered without the consent of the Clerk.

4.7 Removal of detrimental trees or shrubs by Clerk; notification of interment rights holder; costs

If any trees or shrubs situated on any Lot or Grave shall become by means of their roots or branches, or in any other way detrimental to the adjacent Lots, drains, roads or walks, or prejudicial to the general appearance of the grounds or inconvenient to the public, the Clerk may remove such trees or shrubs, or parts thereof. The Clerk or an employee of the Corporation may trim any existing trees or shrubs, at any time, if they interfere with any Interment, encroach on another Grave or are deemed unsafe.

4.8 Flower beds and planted borders

Flower beds not exceeding eighteen inches (18") in width shall be permitted around the bases of Monuments and, where there is no Monument, shall only be made by permission of, and under the supervision of the Clerk. Planting of borders around Lots or Graves is prohibited.

4.9 Use of outside gardeners

Interment Rights Holders desiring outside gardeners to do work on their Lot or Grave must furnish the Clerk with written authority for the same. Gardeners or florists or their employees shall not enter the Cemetery on Sunday for business purposes.

4.10 Removal of articles not maintained; glass containers

Natural and artificial flowers, vases, urns, flower stands, and decorations not properly cared for may be removed from the Lot or Grave; and any stand, holder, vase, other receptacle for flowers and decorations deemed unsightly or unsuitable may be prohibited or removed by the Clerk. All containers must be of a non-breakable material for the safety and convenience of maintenance staff. Glass containers are prohibited and shall be removed without notice.

4.11 Borders, fences and similar enclosures

Borders, fences, railings, walls, cut-stone copings, concrete or stone borders and hedges in or upon any Lot or Grave are prohibited. Existing enclosures, which by reason of neglect or age have become unsightly, shall be removed.

4.12 Articles inhibiting efficient maintenance or presenting a hazard

- (a) Any article, and decoration which is deemed detrimental to efficient maintenance or constitutes a hazard to machinery, employees or visitors, or is unsightly or does not conform to the design of the Cemetery shall be removed.
- (b) Nails, wires, wooden crosses, toys, loose stones, or articles of glass or pottery or any other materials that may create a hazard to workers and visitors are not allowed in the Cemetery.

4.13 Disposal of rubbish

Rubbish shall not be thrown out on roads, walkways or any part of the Cemetery but shall be disposed of in designated receptacles.

4.14 Removal of implements and materials used for maintenance

Implements or materials used in doing any work within the Cemetery shall be removed without delay and if this is not done, the Clerk shall remove the same.

4.15 Responsibility for loss or damage

- (a) The Corporation shall not be responsible for loss of or damage to any articles left upon any Lot or Grave.
- (b) The Corporation shall not be responsible for any damage to any Lot, Grave or Niche nor to any Monument, Marker, structure, photograph or object thereon, nor for flowers or articles removed from any Lot, Grave or Niche.

4.16 Corporation Rights and Responsibilities

- (a) The Corporation has the right at any time to re-survey, enlarge, diminish, re-plot, change or remove plantings, grade, close pathways or roads, alter in shape or size or otherwise change all or any part(s) of the Cemetery, subject to approval of the appropriate authorities.
- (b) The Corporation shall be responsible for all maintenance, repairs, alterations, expansions and any other activity performed in the Cemetery and no person shall perform any maintenance, repair, alteration, expansion or other activity without the prior written approval of the Clerk.

Article 5
MONUMENTS, MARKERS AND CORNER-STONES

5.1 Written permission required

No Monument, Marker or Corner-stone shall be permitted in the Cemetery without the written permission of the Clerk.

5.2 Restriction on location of markers

No Monuments shall be permitted on Lots numbered F-0553 to F-0732.10 inclusive. Only Markers shall be permitted on these lots.

5.3 Allowed number of monuments and/or markers

In areas of the Cemetery where Monuments are allowed, only one (1) shall be permitted per Lot or Grave. Additionally, up to three (3) Markers may be placed on Lots sold as Adult Graves to memorialize others interred in the same Lot or Grave.

5.4 Placement of markers

Markers shall be flat on top and set level with the ground so that a lawnmower can pass safely over them.

5.5 Construction of markers and monuments

- (a) All Markers and Monuments shall be constructed of granite or marble or other material approved by the Corporation.
- (b) Every person shall ensure that all Monuments are placed on a foundation constructed of two thousand (2000) pounds per square inch concrete and that the foundation shall be the size of the base of the Monument plus an additional ten (10) centimeters (four inches) on each side of the base of the Monument. Thickness of the foundation shall be in accordance with the following specifications:
 - (i) For a Monument height (including base) that is less than 78.75 centimeters (31.5 inches), the thickness of the foundation shall be no less than 10 centimeters (4 inches).
 - (ii) For a Monument height (including base) that is greater than 78.75 centimeters (31.5 inches) and less than 117.5 centimeters (47 inches), the thickness of the foundation shall be no less than 15 centimeters (6 inches). The bottom bed of all bases shall be cut level and true.

5.6 Spirit Houses

- (a) Spirit Houses will be allowed in Blocks I and J. Other sections of the Cemetery may be considered on a case by case basis.
- (b) The maximum size of a Spirit House on an Adult Grave shall be 5' long by 3' wide by 2' high with a maximum weight of 100 pounds. The maximum size on a Cremation Grave will be 2' long by 1' wide by 1' tall.
- (c) A maximum of one (1) Spirit House shall be allowed on a Grave at one time.
- (d) The request to place a Spirit House must come from the Interments Rights Holder.
- (e) Spirit Houses cannot be placed directly on the ground. They shall be placed on wood blocks to prevent the structure from freezing into the ground.
- (f) Nothing shall be left on top of a Spirit House.

- (g) In the event a Spirit House has to be moved during the normal course of Cemetery operations, where no other option exists as determined by the Cemetery Attendant, the Cemetery employees will move the House and return it to where it came from as soon as practicable. Due to the advance notice time of Interments and of determining whether a Spirit House has to be moved, no notice of the moving of the Spirit House can be made to the Interment Rights Holder.
- (h) The maintenance of Spirit Houses, other than the levelling of Graves which is the responsibility of Cemetery employees, shall be the responsibility of the Interment Rights Holder. Should the structural integrity of the Spirit House deteriorate on the property the Interment Rights Holder will be contacted to fix or remove it within a specified period of time. If the deteriorated Spirit House is not be fixed or removed by the specified date, Cemetery employees shall remove the Spirit House from the Plot and will place it elsewhere on the property for a period of two (2) weeks before the Spirit House is placed in storage at the Cemetery.

5.7 Payment to Monument Care and Maintenance Fund

Every person wishing to have a Monument or Marker installed in the Cemetery shall pay the prescribed amount as set out in the Act into the Corporation's Monument Care and Maintenance Fund. The interest earned from this fund shall be used to maintain the Markers and Monuments in a safe condition.

5.8 Unstable monuments or markers

If a Monument or Marker in the Cemetery presents a risk to public safety because it is unstable, the Corporation shall do whatever is necessary by way of repairing, resetting or laying down the Monument or Marker to remove the risk.

5.9 Inscriptions on monuments and markers

- (a) Any Monument, Marker or Corner-stone, or any inscription thereon shall be in keeping with the dignity and decorum of the Cemetery.
- (b) Inscriptions on Monuments shall be on one side only, that which faces the grave site to which it refers. The family name(s) only, may be on the opposite side to indicate easier location and identification. The sole exception shall be if the Interment Rights on both sides of the Monument are owned by the same Interment Rights Holder.
- (c) A Niche Marker shall identify only the name and dates of birth and death of each person whose ashes are inurned or will be inurned in the Niche and shall be prepared in accordance with the Corporation's then current format and style.

5.10 Columbarium decoration or attachments

No person shall:

- (a) Affix or have affixed any attachment or decoration to the Columbarium walls;
- (b) Place any glass vase or other breakable item around the Columbarium; or,
- (c) Otherwise decorate, adorn, improve or alter the Columbarium or Niche in any way without prior written approval from the Clerk.

5.11 Removal of items as authorized by the Clerk

The Clerk may, without liability, authorize the removal and disposition of anything which has been placed on a Lot, or near a Columbarium in accordance with this by-

law, but which, in his/her sole discretion, has become unsightly, represents a safety hazard or potential safety hazard to any person in the Cemetery, interferes with any use of the Cemetery, is detrimental to the general appearance of the Cemetery or is inconvenient to the public or for any other reason considered sufficient by the Clerk.

5.12 Temporary removal of any monument, marker or obstacle

The Corporation may cause the temporary removal of any Monument, Marker or obstacle that interferes with or prevents the Interment of any human remains on an adjoining Lot and any costs incurred as a result of the temporary removal shall be the responsibility of the Corporation.

5.13 Encroachment

No Monument, Marker or Spirit House shall encroach on any adjoining Lot.

Article 6

RULES FOR MONUMENT DEALERS, CONTRACTORS AND WORKERS

6.1 Application to employ contractor

Every contractor employed to erect Monuments, Markers or Corner-stones or to do any other work in the Cemetery shall first present an application to the Clerk signed by the Interment Rights Holder of the Lot or Grave, requesting permission to employ such contractor to do the work therein specified. This application shall designate the Lot or Grave.

6.2 Contractor compliance requirements

It is a requirement of the contractor to comply with legislation such as: Worker's Compensation, Occupational Health and Safety, Environmental Protection, WHIMIS, etc. It is also a requirement of the contractor to provide evidence of liability insurance of not less than \$2 million on an annual basis.

6.3 Demeanour and behaviour of workers

The demeanour and behaviour of all workers employed by others in the Cemetery shall be subject to the control of the Clerk.

6.4 Protection of cemetery areas by workers

Contractors, masons and stone-cutters or other workers who have received permission to do any work in the Cemetery shall lay appropriate material (planks, plywood, etc.) on the Lots and paths over which heavy materials are to be moved, in order to prevent damage and shall leave the area in which work was carried out in a neat and orderly condition.

6.5 Cessation of work in vicinity of funerals

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

6.6 Hours for carrying out work

All work must be carried out during regular Cemetery hours, in the presence of a Cemetery employee, unless by written permission of the Clerk.

6.7 Days for carrying out work

No work shall be carried out on a Saturday, Sunday or a holiday observed by the Corporation, unless by written permission of the Clerk.

6.8 Heavy loads on unfit roads

Heavy loads shall not be permitted in the Cemetery when roads are in an unfit condition.

6.9 Foundation to be complete prior to delivery of materials

No Monument, Marker or Corner-stone shall be delivered to the Cemetery until any necessary foundation is completed and the contractor is ready to proceed with the work of erection.

6.10 Obstructions caused by implements, materials and rubbish

All implements and materials used in the performance of any work by contractors employed by Interment Rights Holders shall be placed where the Clerk may direct, and all rubbish and surplus earth shall be removed in such manner and at such time and to such place as the Clerk may order. Failure to comply will result in any obstruction being removed and the expense charged to the Interment Rights Holder of the Lot.

6.11 Damages while placing or removing a monument or marker

No person shall cause damage to any grounds, shrubs, trees, flowerbeds, Monuments, Markers, vases, or any other articles or natural features of the Cemetery when placing or removing a Monument or Marker in the Cemetery.

6.12 Liability for damages caused by workmen

Any worker who damages any Lot, Monument, Marker or Corner-stone or other structure, or otherwise does any injury in the Cemetery, shall be personally responsible for such damage or injury and in addition thereto, his employer shall also be liable therefore and subject to remediation costs.

Article 7

SALE AND TRANSFER OF INTERMENT RIGHTS

7.1 Clerk to oversee sales; fees set forth in Price List

The Clerk shall have charge of the sale of Interment Rights and all sales shall be for cash and at the prescribed fees and charges as set forth in the Price List.

7.2 Ownership of interment rights

Upon the sale of an Interment Right and on payment of the required fees, the Clerk shall record the particulars thereof in his/her Register and deliver to the purchaser a receipt, Contract, Certificate of Interment Rights and copies of the Cemetery By-law, Consumer Information Guide and the Price List. The Contract and Certificate of Interment Rights shall indicate the Lot or Grave number as shown on the Cemetery Plan. Interment Rights Holders acquire only the right and privilege to direct the Interment of human remains and the installation of Monuments, Markers and Niche Markers, subject to this By-law. Ownership of all Municipal Cemetery lands remains vested with the Corporation at all times.

7.3 Sale of Interment rights

The Cemetery operator prohibits the resale of interment rights to a third party and will repurchase these rights from the interment rights holder or such other person to whom the interment rights have been assigned, at the price listed on the current price list less any care and maintenance contribution amount previously made. The Cemetery operator will not repurchase interment rights if they have been exercised in a plot.

7.4 Transfer of interment rights

The Interment Rights Holder shall give notice to the Corporation of the desire to transfer, without consideration, Interment Rights and shall return the original Interment Rights Certificate to the Corporation. The Corporation shall in turn issue a new Interment Rights Certificate to the transferee. The Corporation shall charge a fee for the administration of the transfer of Interment Rights.

7.5 Payment of fee and certification required

To ensure the correctness of records of Interment Rights Holders and Interments, no sale or other transfer of any Interment Rights or any interest therein, shall be binding upon the Corporation until the prescribed transfer fee, as set forth in the Price List, has been paid and a new Certificate of Interment Rights has been issued.

7.6 Right to cancel contract within thirty (30) days of signing

The purchaser of Interment Rights has the right to cancel the Contract within thirty (30) days of signing the Interment Rights Contract, by providing written notice of the cancellation to the Clerk. The Clerk will refund all monies paid by the purchaser within thirty (30) days of the date of the request for cancellation. The Interment Rights Certificate must be returned to the Clerk along with the written notice of cancellation. If the Interment Rights have been exercised, the purchaser is not entitled to cancel the Contract or to re-sell the Interment Rights, and no refund will be permitted.

7.7 Right to cancel contract after (30) days of signing

The purchaser of Interment Rights has the right to cancel the Contract after thirty (30) days of signing the Interment Rights Contract, by providing written notice of the cancellation to the Clerk. The Clerk will refund the purchaser the current cost for the Interment Rights less the amount that has been deposited in the Care and Maintenance Fund within thirty (30) days of the date of the request for cancellation. The Interment Rights Certificate must be returned to the Clerk along with the written notice of cancellation. If the Interment Rights have been exercised, the purchaser is not entitled to cancel the Contract or to re-sell the Interment Rights, and no refund will be permitted.

7.8 Payment to Care and Maintenance Fund

- (a) No sale or transfer of any Interment Right shall be made or recognized by the Corporation until all fees due for purchase and Care and Maintenance have been paid.
- (b) Any holder of Interment Rights which have not heretofore had the required payment made to the Care and Maintenance Fund shall pay to the Treasurer the amount specified in the Price List on the classification of the Interment Right, and the money so paid shall be set aside for the Care and Maintenance Fund.

7.9 Purchase price of interment rights

The purchase price of Interment Rights shall be as set forth in the Price List and shall include Care and Maintenance.

**Article 8
INTERMENTS AND DISINTERMENTS**

8.1 Burial of nonhuman remains prohibited

- (a) No Burial other than that of the body or remains of a human being shall be permitted in any part of the Cemetery.
- (b) Pets or other animals, including cremated animal remains, are not permitted to be buried in any part of the Cemetery.

8.2 Burial of human remains

- (a) Remains to be buried in a grave must be enclosed in a container, 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.
- (b) The co-mingling (the mixing of the cremated remains of two (2) or more persons) of ashes is allowed only if a certificate of cremation is received for each deceased person and the applicable interment fees paid.

8.3 Documentation required prior to Interment or Inurnment

A Burial Permit or Cremation Certificate must be presented to the Clerk before an Interment or Inurnment will be permitted. All Interments and Inurnments must receive approval by the Clerk and all proper forms, contracts and payments must be completed before any Interment or Inurnment.

8.4 Payment of care and maintenance charges and purchase price required prior to interment or inurnment.

No Interment or Inurnment shall be permitted on any Lot or Grave on which the purchase price, Lot Care and Maintenance charges or the Interment/Inurnment fee have not been paid.

8.5 No remuneration for interment or inurnments

Interment Rights Holders shall not allow Interments or Inurnments to be made in any Lot or Grave for remuneration.

8.6 Registration of death prior to interment or inurnment

No Interment or Inurnment shall be permitted unless the death has been duly registered as required by law. Exception to the rule: No Burial Permits are issued for fetuses or remains under twenty (20) weeks of gestation. The Cemetery can accept these remains if there is a release form from the hospital.

8.7 Liability for costs incurred for errors in interment or inurnment due to incorrect information

The Corporation assumes no responsibility for damages should an Interment or Inurnment be made 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 party ordering the Interment or Inurnment.

8.8 Errors by Corporation in interments, inurnments, disinterments or removals

The Corporation reserves and shall have the right to correct any errors that may be made by it either in making Interments, Inurnments or Disinterments or in the descriptions,

transfer or conveyance of any interment property, either by cancelling such conveyance and substituting and conveying in lieu thereof other interment property of equal value and similar location as far as possible, or by refunding the amount of money paid on account of said purchase. In the event such error shall involve the Interment of the remains of any person in such property, the Corporation reserves, and shall have the right to Disinter or transfer such remains so interred to such other property of equal value and similar location as may be substituted and conveyed in lieu thereof, and all charges incurred shall be borne by the Corporation.

8.9 Depth of interment

No Interment shall be made unless it is made a sufficient depth to give a covering of at least two feet (2') of earth over the outside cover or shell of the casket, Vault or other receptacle.

8.10 Damages during interment

The Cemetery shall exercise all due care in performing Interments but is not responsible for damage to any casket, Vault, urn or other container sustained during Interment.

8.11 Grave or lot substitution when required

The Corporation reserves the right to deny an Interment in any Grave or Lot when it is found that ground conditions do not permit the safe excavation of the site, whereupon a substitute Grave or Lot shall be provided by the Corporation at no additional cost to the Interment Rights Holder or the purchaser.

8.12 Opening of graves by employees only

No person other than an employee of the Cemetery shall open any Grave, Lot or Columbarium Niche for the purpose of Burial or removal of a body.

8.13 No interment or inurnment on certain days

No Interment or Inurnment shall be made on a Sunday or on New Year's Day, Good Friday, Easter Monday, Christmas Day or December 26, except on a doctor's certificate that Burial must be made within twenty-four (24) hours of death in accordance with the regulations of the Ministry of Health for the control of communicable diseases.

8.14 Advance notice of interment or inurnment

All requests for Interments and Inurnments shall be in the form of a duly executed Cemetery Contract and shall be received by the Clerk not less than two (2) business days prior to the intended Interment/Inurnment date.

8.15 Hours of interment or inurnment

Interments and Inurnments are permitted between the hours of 9:00 a.m. and 4:30 p.m. on days permitted under this by-law. Additional fees shall apply to traditional Interments scheduled to take place after 3:00 p.m., cremation Interments and Inurnments scheduled to take place after 3:30 p.m. and Saturday interments.

8.16 Contract required

Prior to every Burial there shall be delivered to the Clerk by the funeral director or some other person, a duly executed Contract and the person signing such Contract shall be responsible for all charges in connection therewith.

8.17 Number of burials permitted in the same grave

The number of Burials permitted in the same Grave/Niche is restricted as follows:

- (a) Adult Grave: a maximum of four Burials, not more than one of which shall be for non-cremated remains
- (b) Double Depth Grave: a maximum of five Burials, not more than two of which shall be for non-cremated remains.
- (c) Child Grave: a maximum of two Burials, not more than one of which shall be for non-cremated remains.
- (d) Baby Grave: a maximum of one Burial, either cremated or non-cremated remains.
- (e) Cremation Grave: a maximum of two Burials, both of which shall be cremated remains.
- (f) Columbarium Niche: a maximum of two Inurnments, both of which shall be cremated remains.

8.18 Disinterments

Human remains may be disinterred from a lot provided that the written consent (authorization) of the Interment Right Holder has been received by the Cemetery Operator and the prior notification of the Medical Officer of Health. No full Burial Disinterment shall be made without the written consent of the local Medical Officer of Health, except on an order from the Court or as provided with the requirements of the Act, and its regulations, and the Disinterment shall be conducted under the supervision of the Medical Officer of Health. For the Disinterment of cremated remains the presence of the Medical Officer of Health is not required but all other rules and regulations apply. Only Cemetery staff, law enforcement officers, funeral directors and representatives from the Ministry of Health may be present at any Disinterment. Family members and friends may be present when the remains are re-interred.

8.19 Damages during disinterment or re-interment

The Corporation shall not be responsible for damage which may occur to any Monument, Marker, decoration, liner, or to any casket, urn, Vault or other container during a Disinterment or re-interment.

Article 9

GENERAL REGULATIONS

9.1 Work to cease during burial services

During a Burial service all work in the immediate vicinity shall cease.

9.2 Children to be accompanied by adults

Children under the age of twelve (12) years shall not be admitted to the Cemetery except in the charge of an adult, who shall be responsible for their good conduct.

9.3 Speed limit; parking on driveways only

No vehicle shall be driven at a rate of speed greater than fifteen (15) kilometres per hour, nor parked or left in or upon any portion of the Cemetery except upon the roadways or parking lots thereof.

9.4 Vehicles not to cause obstruction

No vehicle shall be parked or left on any roadway so as to obstruct traffic and whenever required, the person in charge thereof shall remove the same.

9.5 Liability for damages caused by vehicles

The owner of any vehicle as well as any person in charge thereof shall be liable for any damage or injury caused or sustained by or through the same in the Cemetery in violation of any of the provisions of this By-law or of the regulations.

9.6 Commercial vehicles

No commercial vehicle except a hearse shall be allowed in the Cemetery unless making deliveries of materials required for Cemetery purposes.

9.7 Recreational activities and vehicles

No recreational all terrain vehicle or snowmobile shall be permitted in the Cemetery. No activities such as skiing, snow sliding, roller-blading or skate boarding are permitted in the Cemetery.

9.8 Picnics and Fires

No picnic party shall be admitted to or be held in the Cemetery. No fires of any type shall be allowed. This does not include ceremonial burning of tobacco, ice candles or ceremonial smudging.

9.9 Alcoholic beverages

No person shall bring any alcoholic beverage into the Cemetery.

9.10 Animals

No person shall allow any animal, excluding service animals, to enter or remain in the Cemetery.

9.11 Defacing and injuring structures and trees

No person shall write upon, deface, mark or injure any Monument, Marker, fence, or other structure or any tree.

9.12 Injuring plants, picking flowers

No person shall break, injure or interfere with any tree or shrub, or pick, injure or remove any flower, wild or cultivated.

9.13 Firearms prohibited; exception for military funerals

No person shall carry or bring any firearms within the Cemetery or discharge the same therein. Active-duty police officers and military funerals shall be the exceptions.

9.14 Gratuities prohibited

No person shall pay any money to any Cemetery employee in reward for any personal services or attention.

9.15 Expulsion of persons disturbing the peace

Any person disturbing the quiet or good order of the Cemetery by noise or other improper conduct or violating any of the by-laws or regulations shall be compelled to leave the grounds forthwith.

9.16 Hours of operation

Except when otherwise specially ordered by Council, no person shall enter or be within the Cemetery after 7:00 p.m. and before 6:00 a.m. October 1-March 31 or after 9:00 p.m. and before 6:00 a.m. April 1-September 30. Active-duty police officers and authorized City staff are exempt.

9.17 Decoration or memorial services

The Council may set apart a portion or portions of the Cemetery for the holding of Decoration or Memorial services, and only those portions thus set aside may be used for such services.

9.18 Payment due

Payment is due at the time of purchase.


2. That By-law number 4602-2019 of the Corporation of the City of Dryden is hereby rescinded.
3. This By-law shall take effect and come into force upon approval by the Registrar, *Funeral, Burial and Cremation Services Act 2002*.

ENACTED AND PASSED THIS 22nd DAY OF JUNE 2020 as witnessed by the Corporate Seal of The Corporation of The City of Dryden and the hands of its proper Officers duly authorized in that behalf.

THE CORPORATION OF THE CITY OF DRYDEN



Mayor



Clerk

READ A FIRST AND SECOND TIME THIS 22nd DAY OF JUNE 2020.

READ A THIRD TIME AND PASSED AS READ THIS 22nd DAY OF JUNE 2020.

APPROVED By the Registrar, <i>Funeral, Burial and Cremation Services Act, 2002, Bereavement Authority of Ontario</i>	APPROUVÉ Par le Registraeur, <i>Loi de 2002 sur les services funéraires et les services d'enterrement et de crémation,</i> l'Autorité des services funéraires et cimetières de l'Ontario
Date: <u>August 25, 2020</u>	