



## The Corporation of the Town of Pelham

By-law No. 03-2024

### **Being a By-law to regulate the operation of cemeteries by the Corporation of the Town of Pelham and to repeal By-law No. 3012(2019).**

**WHEREAS** section 8 of the *Municipal Act, 2001*, S.O. 2001, c. 25 provides that the powers of a municipality under any statute shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate;

**AND WHEREAS** section 4 of the *Funeral, Burial and Cremation Services Act, 2002*, S.O. 2002, c. 33 ("*FBCSA*") prohibits the operation of a cemetery without a licence to do so;

**AND WHEREAS** the Corporation of the Town of Pelham owns and operates three cemeteries in the Town of Pelham as a licensee under the *FBCSA*;

**AND WHEREAS** section 150 of Ontario Regulation 30/11 under the *FBCSA* authorizes a cemetery operator to make by-laws governing the operation of the cemetery;

**AND WHEREAS** the Council of the Corporation of the Town of Pelham deems it necessary and desirable to regulate cemeteries owned and operated by the Corporation of the Town of Pelham and to enact this By-law for that purpose;

**NOW THEREFORE** the Council of the Corporation of the Town of Pelham enacts as follows:

#### **1. Purpose**

- 1.1. The purpose of this By-law is to provide rules and regulations to govern the operations of cemeteries owned and operated by the Corporation of the Town of Pelham.
- 1.2. This By-law does not apply to cemeteries that are not owned or operated by the Town.

#### **2. Definitions**

2.1. In this By-law:

**"Active Cemetery"** means a Cemetery at which Interment Rights for one (1) or more Lots are available for purchase.

**"BAO"** means the Bereavement Authority of Ontario, being the not-for-profit corporation and government delegated authority responsible for administration of the *FBCSA* and associated regulations.

**"By-laws"** means the rules and regulations in this By-law under which a Cemetery operates.

**"Casket"** means a container intended to hold Human Remains for funeral, cremation, hydrolysis or Interment purposes but does not include a Vault.

**"Care and Maintenance Fund"** is a fund established and administered by the Town in accordance with the *FBCSA* to generate income for the care and maintenance of a Cemetery, including Markers and Monuments, in perpetuity. The *FBCSA* requires that an amount of money, being the greater of a minimum prescribed amount and a percentage of the purchase price (excluding tax) of all Interment Rights sold, transferred or assigned, be contributed to the Care and Maintenance Fund.

**"Cemetery"** means any cemetery owned and operated by the Town, being Fonthill Cemetery, Hillside Cemetery and Hansler Cemetery, and any other cemetery that may be acquired by the Town.

**"Cemetery Path"** means a road or a walkway within a Cemetery that has a paved or gravel surface and up to thirty (30) centimetres on either side of the road or walkway provided that no portion of any Lot or Plot is located within thirty (30) centimetres of the paved or gravel surface.

**"Cemetery Staff"** means Town employees who work at a Cemetery and any other Person designated by the Director to do work on behalf of the Cemetery.

**"Columbarium"** means a Cemetery structure designed for Interment of Cremated Remains in sealed compartments.

**"Companion Urn"** means an urn or similar vessel designed to contain two (2) sets of Cremated Remains in a single container.

**"Contract"** means a written agreement between a Purchaser and the Town detailing the obligations of the parties and acknowledging receipt and acceptance by the Purchaser of a copy of this By-law, a price list for Cemetery services offered by the Town, and the Consumer Information Guide published by BAO.

**"Council"** means the Council of the Town.

**"Cremated Remains"** means all recoverable remains of a dead human body after cremation in a crematorium as defined in the *FBCSA* or all recoverable skeletal bone of a dead human body after hydrolysis, being a process in which bones are mechanically processed to reduce them to small particle size similar that of cremated remains, in a hydrolysis facility.

**"Cremation Urn"** means an urn or similar vessel designed to contain one (1) set of Cremated Remains.

**"Crypt"** means a compartment in a Mausoleum for Interment of a Casket.

**"Director"** means the Director of Public Works of the Town or designate.

**"Disinter"** means the removal of Interred Human Remains or Cremated Remains from a Lot and **"Disinterred"** and **"Disinterment"** have corresponding meanings.

**"FBCSA"** means the *Funeral, Burial and Cremation Services Act, 2002*, S.O. 2002, c. 33 and all regulations made thereunder.

**"Fees and Charges By-law"** means Town of Pelham By-law No. 4411 (2022), as updated or amended from time to time.

**"Human Remains"** means a dead human body.

**"Inactive Cemetery"** means a Cemetery at which no Lots for which Interment Rights can be purchased are available.

**"Inter"** means the burial or placement of Human Remains or Cremated Remains in a Lot and **"Interred"** and **"Interment"** have corresponding meanings.

**"Interment Rights"** means the right to require or direct Interment of Human Remains or Cremated Remains in a Lot, including a Crypt or Niche, and to authorize the installation and inscription of a Marker or Monument.

**"Interment Rights Certificate"** means the document issued by the Town to a Purchaser of Interment Rights for a Lot once the purchase price is paid in full, which identifies the Purchaser as the Interment Rights Holder.

**"Interment Rights Holder"** means a Person who holds Interment Rights for a Lot and includes the Purchaser of Interment Rights and a Person to whom Interment Rights are transferred in accordance with this By-law.

**"Lot"** means an area of land in a Cemetery containing, or set aside to contain, Interred Human Remains and/or Cremated Remains and, where the context so requires, includes any Crypt or Niche contained in a Columbarium or Mausoleum.

**"Lot Decoration"** means any structure, ornament, planting, article or item placed on any Lot or Plot for purposes of adornment and does not include a Marker, Monument or Niche Plaque.

**"Marker"** means any permanent memorial structure including but not limited to a headstone, plaque or other structure, which is affixed to or intended to be affixed to a Lot to mark its location and that is installed parallel to and flush with the level of the ground.

**"Mausoleum"** means a Cemetery structure designed for Interment of Human Remains and Cremated Remains in sealed compartments.

**"Monument"** means any permanent memorial structure including but not limited to a headstone, plaque or other structure, which is affixed to or intended to be affixed to a Lot to mark its location and that projects above the level of the ground in any direction.

**"Niche"** means a compartment in a Columbarium or Mausoleum for Interment of an Urn.

**"Niche Plaque"** means a memorial plaque, which is affixed to or intended to be affixed to a Niche to mark its location and that is installed flat against the wall of the Columbarium or Mausoleum that contains the Niche.

**"Person"** means an individual of at least eighteen (18) years of age, a corporation and/or an association.

**"Plot"** means two (2) or more Lots in respect of which Interment Rights have been sold as a unit.

**"Purchaser"** means a Person that enters into a Contract with the Town to purchase Interment Rights.

**"Town"** means the Corporation of the Town of Pelham or the geographic area of the municipality, as the context requires.

**"Town Clerk"** means the Clerk of the Town or designate.

**"Urn"** means a Cremation Urn or a Companion Urn.

**"Vault"** means a permanent outer container into which a Casket, Urn or other vessel holding Human Remains or Cremated Remains is placed prior to Interment.

### **3. Sale and Transfer of Interment Rights**

- 3.1. The Town may sell Interment Rights for an available Lot in an Active Cemetery to any Person. The rates charged by the Town shall be established in the Fees and Charges By-law and shall include the amount to be deposited in the Care and Maintenance Fund as prescribed by the *FBCSA*.
- 3.2. Purchasers of Interment Rights acquire only the right to direct the Interment of Human Remains or Cremated Remains and the installation of Markers and Monuments on a Lot, subject to the provisions of this By-law.
- 3.3. Upon receipt of full payment for a purchase of Interment Rights, the Town shall provide each Purchaser with the Contract and issue an Interment Rights Certificate to each Purchaser.
- 3.4. Subject to subsection 3.7 of this By-law, a Purchaser has the right to cancel a Contract within thirty (30) days after signing by giving written notice of cancellation to the Director. The Purchaser shall be entitled to a refund of the full amount paid under the Contract.
- 3.5. Subject to subsection 3.7 of this By-law, where a Purchaser gives notice of cancellation more than thirty (30) days after signing, the Town shall cancel the Contract. The Purchaser shall be entitled to a refund of the amount paid under the Contract less the amount required to be deposited into the Care and Maintenance Fund.
- 3.6. Refunds issued pursuant to subsections 3.4 and 3.5 of this By-law are contingent upon the Purchaser surrendering any Interment Rights Certificate(s) issued by the Town. The Town shall issue the refund within thirty (30) days after the return of the Interment Rights Certificate(s).
- 3.7. Notwithstanding subsections 3.4 to 3.6 of this By-law, a Contract cannot be cancelled if the Interment Rights that are the subject of the Contract have been exercised in whole or in part.
- 3.8. No Interment or installation of a Marker, Monument or Niche Plaque is permitted until the purchase price for the Interment Rights has been paid in full.
- 3.9. The Town prohibits the resale of Interment Rights by an Interment Rights Holder. The Town will repurchase Interment Rights at the rate established in the Fees and Charges By-law less the amount deposited in the Care and Maintenance Fund when the Interment Rights were purchased, subject to the following conditions:
  - (a) the Interment Rights Holder submits a repurchase request in the form determined by the Director from time to time;
  - (b) the Interment Rights Holder surrenders the Interment Rights Certificate(s) issued by the Town for the Lot;

- (c) the Interment Rights are for a Lot in an Active Cemetery;
  - (d) the Interment Rights for the Lot have not been exercised in whole or in part;
  - (e) in the case of a Plot, no Interment has occurred in any Lot that forms part of the Plot; and
  - (f) no Marker, Monument or Niche Plaque has been installed upon the Lot or, alternatively, any such Marker, Monument or Niche Plaque has been removed and the Lot has been restored to the satisfaction of the Director.
- 3.10. An Interment Rights Holder may transfer those rights to another Person by gift or testamentary bequest, subject to the following conditions:
- (a) the Interment Rights Holder submits written notice of the proposed transfer in the form determined by the Director from time to time;
  - (b) the Interment Rights Holder surrenders the Interment Rights Certificate(s) issued by the Town;
  - (c) the Interment Rights Holder pays the transfer fee established in the Fees and Charges By-law.
- 3.11. Where the conditions of subsection 3.10 of this By-law are met, the Town shall issue an Interment Rights Certificate to each transferee of the Interment Rights.
- 3.12. No Person shall purchase, transfer or exercise Interment Rights for any purpose other than Interment of Human Remains or Cremated Remains.

#### **4. Interment**

- 4.1. The Interment Rights Holder(s) must provide written authorization prior to any Interment. Should any Interment Rights Holder be deceased, written authorization must be provided by the personal representative of the deceased as defined in the *Succession Law Reform Act*, R.S.O. 1990, c. S.26.
- 4.2. A burial permit issued by the Registrar General in accordance with the *Vital Statistics Act*, R.S.O. 1990, c. V.4 and associated regulations, or an equivalent document for deaths that occur outside the Province of Ontario, establishing that the death has been registered with the Province of Ontario, must be provided to the Director prior to the Interment of Human Remains.
- 4.3. A certificate of cremation or hydrolysis issued by a licensed crematorium or alternative disposition (hydrolysis) operator must be provided to the Director prior to the Interment of Cremated Remains.
- 4.4. Interments are available only for Human Remains and Cremated Remains. Animal remains shall not be Interred in any Cemetery.
- 4.5. Caskets and Urns may be placed in a Vault for Interment.

- 4.6. In accordance with the *FBCSA*, the Interment Rights Holder(s) must enter into a cemetery contract with the Town providing such information as may be required by the Director for the completion of the contract and the public register prior to each Interment.
- 4.7. No Interment may take place until the price for the applicable Cemetery service(s), as established by the Fees and Charges By-law, has been paid in full.
- 4.8. All opening and closing of Lots and all opening and sealing of Niches shall be conducted only by Cemetery Staff.
- 4.9. The Director shall be given at least twenty-four (24) working hours' notice of an Interment. Verbal requests must be confirmed in writing at least twelve (12) working hours prior to the Interment.
- 4.10. While the Director shall make efforts to accommodate scheduling requests, Interments shall be scheduled based on weather and ground conditions, the availability of Cemetery Staff, and the nature and extent of Cemetery services requested.
- 4.11. All Interments shall take place from Monday to Saturday between 9:00 a.m. and 3:00 p.m. Any Interment that extends past 3:00 p.m. is subject to additional fees as established by the Fees and Charges By-law.
- 4.12. Interments shall not take place on Sundays or statutory holidays unless the Interment is ordered by the Medical Officer of Health.
- 4.13. The following rules apply to Interments in a Lot other than a Niche:
  - (a) the Lot shall be used for a maximum of one (1) Interment of Human Remains;
  - (b) if Human Remains are placed in a Vault more than eighty-five (85) centimetres wide or more than two hundred and forty (240) centimetres long, the Vault shall not be placed in a Lot unless the Director is satisfied that there is sufficient space to accommodate it;
  - (c) where a Lot contains Human Remains, it may be used for additional Interments of Urns provided that they are Interred subsequent to and on top of the Human Remains and subject to the following conditions:
    - i. if any Interment Rights for the Lot have been exercised as of the date on which this By-law comes into effect, no more than two (2) sets of Cremated Remains, whether contained in Cremation Urns or a Companion Urn, may be Interred unless the Director is satisfied that the existing placement of Human Remains in the Lot is such that the Lot can accommodate the Interment of three (3) sets of Cremated Remains;
    - ii. if no Interment Rights for the Lot have been exercised as of the date on which this By-law comes into effect, no more than three (3) sets of Cremated Remains, whether contained in Cremation Urns or Companion Urns may be Interred; and

- iii. the dimensions of all Cremation Urns and Companion Urns Interred in the Lot and any Vaults containing them shall not exceed a combined total of fifty-three (53) centimetres in height, forty-eight (48) centimetres in width, and forty-eight (48) centimetres in length; and
- (d) where a Lot does not contain Human Remains, it may be used for multiple Interments of Urns subject to the following conditions:
  - i. if any Interment Rights for the Lot have been exercised as of the date on which this By-law comes into effect, no more than three (3) sets of Cremated Remains, whether contained in Cremation Urns or a Companion Urn, may be Interred unless the Director is satisfied that the existing placement of all Cremated Remains in the Lot is such that the Lot can accommodate the Interment of four (4) sets of Cremated Remains;
  - ii. if no Interment Rights for the Lot have been exercised as of the date on which this By-law comes into effect, no more than four (4) sets of Cremated Remains, whether contained in Cremation Urns or a Companion Urn, may be Interred; and
  - iii. the dimensions of all Cremation Urns and Companion Urns Interred in the Lot and any Vaults containing them shall not exceed a combined total of fifty-three (53) centimetres in height, forty-eight (48) centimetres in width, and forty-eight (48) centimetres in length.

4.14. The following rules apply to Interments in a Niche:

- (a) a Niche in a Columbarium shall be used for a maximum of two (2) Interments of Cremated Remains, which may be contained in two (2) Cremation Urns or in one (1) Companion Urn;
- (b) the dimensions of the Cremation Urns or the Companion Urn and any Vault(s) containing them shall not exceed a combined total of thirty (30) centimetres in height, thirty (30) centimetres in width, and thirty-five (35) centimetres in length;
- (c) a Niche in a Mausoleum may be used for up to three (3) Interments of Cremated Remains, whether contained in Cremation Urns or a Companion Urn, provided that the dimensions of the Cremation Urn(s) or the Companion Urn and any Vault(s) containing them shall not exceed a combined total of thirty (30) centimetres in height, thirty (30) centimetres in width, and thirty-five (35) centimetres in length.

## **5. Disinterment**

- 5.1. No Person shall Disinter Human Remains or Cremated Remains except in accordance with the *FBCSA* and this By-law.
- 5.2. Subject to subsection 5.4 of this By-law, Human Remains or Cremated Remains shall not be Disinterred unless prior consent is obtained from the Interment Rights Holder(s) and for Human Remains, prior notification is given to the Medical Officer of Health.

- 5.3. Subject to subsection 5.4 of this By-law, the Director must receive a certificate from the Medical Officer of Health prior to the removal of Disinterred Human Remains from any Cemetery. A certificate is not required for Disinterment of Cremated Remains from a Lot or their removal from the Cemetery.
- 5.4. Notwithstanding subsections 5.2 and 5.3 of this By-law, in some circumstances, the Disinterment or removal of Human Remains may be ordered by certain public officials and will take place without the consent of the Interment Rights Holder(s) and/or any next of kin.
- 5.5. No Disinterment may take place until the price for the applicable Cemetery service(s), as established by the Fees and Charges By-law, has been paid in full.
- 5.6. Cemetery Staff shall be present during any Disinterment.
- 5.7. The Director shall be given at least ten (10) working days' notice of a Disinterment request. The Person requesting Disinterment shall provide written confirmation that all applicable requirements of subsections 5.2, 5.3 and/or 5.4 of this By-law have been met.
- 5.8. While the Director shall make efforts to accommodate scheduling requests, Disinterment shall be scheduled based on notification requirements, weather and ground conditions, the availability of Cemetery Staff and the extent of services required.
- 5.9. During a Disinterment the Cemetery may, at the discretion of the Director, be closed to visitors not associated with the Disinterment.
- 5.10. The Town is not responsible for damage to any Casket, Urn, or Vault that may occur during a Disinterment. In addition, due to the length of time that a Casket, Urn, or Vault has been Interred and the conditions to which it has been exposed, the Town cannot guarantee that it can retrieve the complete Casket, Urn, or Vault Interred. Should a new Casket or Urn be required at the time of Disinterment, it shall be at the expense of the Person authorizing the Disinterment.
- 5.11. Any Marker or Monument designating an Interment location shall be removed upon Disinterment and the Lot shall be restored to the satisfaction of the Director.
- 5.12. Other than a Disinterment requested under subsection 5.4 of this By-law, the cost of supplying a new Casket or Urn, removing a Marker or Monument and/or restoring the Lot shall be paid by the Person authorizing the Disinterment.
- 5.13. The Town assumes no responsibility whatsoever for any damage to any Casket, Urn, Vault, container, vessel or other structure that occurs during the course of a Disinterment.

## **6. Markers, Monuments and Niche Plaques**

- 6.1. No Marker, Monument or Niche Plaque shall be installed, erected or permitted on a Lot until the applicable price, as established by the Fees and Charges By-law, has been paid in full.



- 6.2. No Marker, Monument or Niche Plaque shall be installed, erected or permitted on a Lot without the consent of the Interment Rights Holder(s) and the Director.
- 6.3. No Marker, Monument or Niche Plaque shall be moved, altered or removed without the permission of the Director.
- 6.4. Markers, Monuments and Niche Plaques are the property of the Interment Rights Holder(s) and must be protected by the insurance coverage of the Interment Rights Holder(s).
- 6.5. The Town shall take reasonable precautions to protect Markers, Monuments and Niche Plaques but assumes no liability whatsoever for any loss of or damage to a Marker, Monument or Niche Plaque or part thereof. Without limiting the generality of the foregoing, minor damage due to Cemetery operations is considered normal wear and tear and shall not be compensable, except to the extent, if any, that such minor damage was caused by negligence on the part of Cemetery Staff.
- 6.6. The Interment Rights Holder(s) shall maintain Markers, Monuments and Niche Plaques in a safe and stable condition. Should a Marker, Monument or Niche Plaque present a safety risk because it has become unstable, the Town shall complete any work required to remove this risk.
- 6.7. The Town reserves the right to make rules with respect to the size, number, composition and location of Markers, Monuments and/or Niche Plaques on a Lot.
- 6.8. The following rules apply to Markers:
  - (a) no more than two (2) Markers are permitted on a Lot;
  - (b) every Marker shall be made of granite or other durable hard stone or of any sufficiently durable and non-corrosive metal;
  - (c) every Marker shall have a minimum thickness of ten (10) centimetres;
  - (d) every Marker shall be placed on a base of at least ten (10) centimetres of gravel or crushed stone;
  - (e) every Marker shall be installed flush to the ground;
  - (f) no Marker shall occupy more than ten percent (10%) of the total ground area of the Lot;
  - (g) the placement of a Marker shall not interfere with future Interments;
  - (h) the proposed placement of a Marker shall be submitted to the Director for approval at least ten (10) working days prior to the proposed date of installation;
  - (i) the Town and the Interment Rights Holder(s) shall enter into a written Marker placement agreement prior to installation;
  - (j) the Director shall schedule Marker installations based on weather and ground conditions and the availability of Cemetery Staff; and
  - (k) all Markers shall be installed by Cemetery Staff or under their supervision at the expense of the Interment Rights Holder(s).

6.9. The following rules apply to Monuments:

- (a) no more than one (1) Monument is permitted on a Lot;
- (b) every Monument shall be made of granite or other durable hard stone with no vertical joint(s) and no stone, metal or other material attached;
- (c) every Monument shall be installed on a concrete foundation constructed by Cemetery Staff at the expense of the Interment Rights Holder(s);
- (d) every Monument shall be situated at the centre and head of a Lot except where alignment with existing Monuments in the vicinity requires or justifies a different placement;
- (e) the placement of a Monument shall not interfere with future Interments;
- (f) the proposed placement of a Monument shall be submitted to the Director for approval at least ten (10) working days prior to the proposed date for construction of the foundation;
- (g) the height of a Monument including the foundation shall not exceed one hundred and twenty (120) centimetres;
- (h) no Monument shall occupy more than ten percent (10%) of the total ground area of the Lot;
- (i) no Monument shall be delivered to the Cemetery until the foundation has been completed and the Director has notified the Interment Rights Holder(s);
- (j) the Director shall schedule Monument installations based on weather and ground conditions and the availability of Cemetery Staff; and
- (k) all Monuments shall be installed under the supervision of Cemetery Staff at the expense of the Interment Rights Holder(s).

6.10. The following rules apply to Niche Plaques:

- (a) no more than one (1) Niche Plaque is permitted for a Niche;
- (b) every Niche Plaque shall be made of granite with a dark finish and ribbon-style lettering;
- (c) every Niche Plaque shall list the first name(s), last name(s), year of birth and year of death of the person(s) Interred in the Niche;
- (d) additional proposed inscription(s) on a Niche Plaque shall be submitted to the Director for approval at least ten (10) working days prior to the proposed installation date;
- (e) all Niche Plaques will be installed by Cemetery staff;
- (f) the Director shall schedule Niche Plaque installations based on weather conditions and the availability of Cemetery Staff; and
- (g) all Niche Plaques shall be installed by Cemetery Staff at the expense of the Interment Rights Holder(s).

- 6.11. No Person shall install or cause or permit the installation of any Marker, Monument or Niche Plaque that does not comply with the provisions of this By-law or that is not in keeping with the dignity and decorum of the Cemetery.
- 6.12. The Town reserves the right to remove any Marker, Monument or Niche Plaque that contravenes any provision of this By-law or that is not in keeping with the dignity and decorum of the Cemetery, without notice or compensation to the Interment Rights Holder(s).

## **7. Lot Decoration**

- 7.1. The Town reserves the right to regulate Lot Decorations and to remove any structure, ornament, planting, article or item placed on any Lot that poses a threat to the safety of any Person, interferes with the operations of the Cemetery or Cemetery Staff, or is not in keeping with the dignity and decorum of the Cemetery, without notice or compensation to the Interment Rights Holder(s).
- 7.2. The following Lot Decorations are prohibited and shall be removed and disposed of without notice:
- (a) any structure, planting or item delineating the boundaries or confines of a Lot;
  - (b) stone chips, gravel, sand or loose stones;
  - (c) walls, fences, railings, steps, curbs or coping;
  - (d) trellises or arches;
  - (e) furniture of any kind including chairs or benches;
  - (f) light fixtures including solar lights;
  - (g) memorial statues;
  - (h) in-ground vases;
  - (i) crosses made of wood or metal;
  - (j) flower display stands;
  - (k) protective wreath boxes;
  - (l) articles made of wood or other perishable materials;
  - (m) articles made of glass, ceramic or other fragile materials;
  - (n) articles made of corrosive or hazardous materials;
  - (o) any Lot Decoration that is unsightly or neglected; and
  - (p) any Lot Decoration that is not in keeping with the dignity and decorum of the Cemetery.
- 7.3. Flowers may be placed on a Lot for a funeral or burial service at the Cemetery. Such flowers shall be removed by Cemetery Staff after a reasonable time to protect the sod and maintain the tidy appearance of the Cemetery.
- 7.4. Wreaths and artificial flowers may be placed on a Lot only between the first (1<sup>st</sup>) day of November and the first (1<sup>st</sup>) day of April. Any wreaths or artificial flowers remaining on a Lot after the first (1<sup>st</sup>) day of April shall be removed and disposed of without notice.

- 7.5. Potted plants may be placed on a Lot only between the first (1<sup>st</sup>) day of April and the first (1<sup>st</sup>) day of November. Any potted plants remaining on a Lot after the first (1<sup>st</sup>) day of November shall be removed and disposed of without notice.
- 7.6. Without limiting subsections 7.3, 7.4 and 7.5 of this By-law, the Town reserves the right to disallow or to remove quantities of cut flowers, wreaths, artificial flowers and/or potted plants considered to be excessive or that diminish the otherwise tidy appearance of the cemetery.
- 7.7. No tree, shrub or flower shall be planted in any part of a Cemetery other than a Lot without the consent of the Director. Unauthorized plantings shall be removed and disposed of without notice.
- 7.8. No tree or shrub shall be planted on a Lot without the consent of the Director and full compliance with any conditions imposed by the Director. Unauthorized plantings shall be removed and disposed of without notice.
- 7.9. Flowers may be planted on a Lot with the consent of the Interment Rights Holder(s).
- 7.10. The following rules apply to flowers planted on a Lot:
- (a) flowers shall be planted in a flower bed;
  - (b) no more than one (1) flower bed is permitted on a Lot;
  - (c) the flower bed shall be within thirty (30) centimetres of the Marker or Monument on the Lot;
  - (d) the flower bed shall be wholly contained within the Lot;
  - (e) the flower bed shall not occupy more than five percent (5%) of the total ground area of the Lot;
  - (f) the flowers shall be annual and/or perennial varieties suitable for prevailing weather and climate conditions;
  - (g) the flowers shall not extend beyond the maximum allowable planted area; and
  - (h) the flowers shall not encroach on any other Lot.
- 7.11. Lot Decorations are the property of the Interment Rights Holder(s) and are placed on a Lot at their sole risk. Where appropriate, Lot Decorations shall be protected by the insurance coverage of the Interment Rights Holder(s).
- 7.12. The Interment Rights Holder(s) shall maintain Lot Decorations in a safe, neat and proper condition and in keeping with the dignity and decorum of the Cemetery.
- 7.13. The Town shall take reasonable care to protect Lot Decorations but assumes no liability whatsoever for any loss of or damage to a Lot Decoration or any part thereof.
- 7.14. No Person shall place or cause or permit the placement of any Lot Decoration that does not comply with the provisions of this By-law.

## **8. Care and Maintenance**

- 8.1. A portion of the purchase price for Interment Rights is deposited into the Care and Maintenance Fund. Income generated from this fund is used to maintain, secure and preserve Active Cemetery and Inactive Cemetery grounds.
- 8.2. Services that can be provided through the Care and Maintenance Fund may include:
  - (a) re-levelling and sodding or seeding of Cemetery grounds;
  - (b) maintenance of Cemetery landscaping;
  - (c) maintenance of Cemetery infrastructure including roads, water systems and sewer systems;
  - (d) maintenance of perimeter walls and fences;
  - (e) maintenance and repair of Cemetery buildings and structures including any Columbarium or Mausoleum;
  - (f) maintenance and repair of Cemetery equipment; and
  - (g) to the extent that income from the Care and Maintenance Fund permits, stabilization and securement of Markers and Monuments, with priority given to those presenting a safety risk as described in subsection 6.6 of this By-law.

## **9. Conduct of Cemetery Staff, Contractors and the Public**

- 9.1. All Persons working within a Cemetery in any capacity, including Cemetery Staff and contractors retained by the Town or Interment Rights Holders to install or repair any Marker, Monument or Niche Plaque, shall comply with the provisions of this By-law and are subject to the direction and control of the Director.
- 9.2. Any contract work to be performed within the Cemetery, including but not limited to the delivery of Markers and Monuments, requires the written pre-approval of the Interment Rights Holder(s) and the Director before the work may begin.
- 9.3. Prior to the start of any contracted work within the Cemetery, the contractor shall provide to the Director:
  - (a) plans and detailed specifications relating to the work;
  - (b) the location of the work;
  - (c) proof of all applicable government approvals and permits for the work;
  - (d) proof of WSIB coverage and compliance with occupational health and safety standards; and
  - (e) confirmation of liability insurance coverage for the contracted work with limits of not less than two million dollars (\$2,000,000) per occurrence.
- 9.4. All Persons working within a Cemetery in any capacity shall strictly adhere to all applicable health and safety requirements and shall report any work-related incident or injury to the Director.
- 9.5. Contractors shall not enter a Cemetery outside the regular business hours of the Cemetery without the prior approval of the Director.

- 9.6. No work shall be performed at a Cemetery outside the regular business hours of the Cemetery.
- 9.7. Contractors and Cemetery Staff engaged in the installation of any Marker or Monument shall place temporary planking on Cemetery grounds to protect the grounds from damage and shall remove the planking upon completion of the installation.
- 9.8. Contractors and Cemetery Staff engaged in the placement of any Vault in a Lot shall ensure that no damage is caused to adjacent Lots and/or any installations on those Lots.
- 9.9. Contractors working within a Cemetery shall remove all equipment and materials from the Cemetery upon completion of the work and shall leave the site of the work in a safe, neat and proper condition. Contractors shall restore the site and repair any damage caused by the work to the satisfaction of the Director.
- 9.10. Contractors and Cemetery Staff shall temporarily cease operations if they are working within one hundred (100) metres of a funeral or burial service at the Cemetery. In addition, the Town reserves the right to require temporary cessation of operations where the noise of such operations is deemed to be a disturbance to any funeral or burial service or public gathering within the Cemetery.
- 9.11. Cemetery Staff employed by the Town shall not accept any form of gratuity for providing Cemetery services.
- 9.12. The Town recognizes that Cemeteries are a valuable public space and permits the public to access and use Cemeteries in accordance with this By-law.
- 9.13. No Person shall enter or leave any Cemetery except through an established entrance or exit.
- 9.14. No Person shall enter or be within any Cemetery between dusk and dawn.
- 9.15. No Person shall advertise or solicit for business of any kind within a Cemetery.
- 9.16. No Person shall damage, destroy, remove or deface any structure or property within a Cemetery including but not limited to Markers, Monuments, Niche Plaques, Lot Decorations, signs, landscaping, fences and gates.
- 9.17. No Person shall deposit rubbish or debris on Cemetery grounds except in the receptacles provided.
- 9.18. No Person shall bring any alcoholic beverage into a Cemetery or consume any alcoholic beverage within a Cemetery.
- 9.19. No Person shall bring any animal into a Cemetery except:
  - (a) a dog that is leashed and under the control of the Person in accordance with Town of Pelham By-law No. 97-2010 and that is kept at all times on Cemetery Paths; or
  - (b) a service animal as defined in the *Provincial Animal Welfare Services Act, 2019*, S.O. 2019, c. 13.

- 9.20. Any Person who brings a leashed dog into a Cemetery pursuant to paragraph 9.19(a) of this By-law shall ensure that the dog remains on Cemetery Paths at all times.
- 9.21. Any Person who brings a leashed dog or service animal into a Cemetery shall ensure that animal waste is cleaned up immediately and deposited in an appropriate waste container or removed from the Cemetery.
- 9.22. No Person shall engage in conduct that disrupts or disturbs the quiet and good order of a Cemetery or that is not in keeping with the decorum and dignity of the Cemetery.
- 9.23. Motor vehicles as defined in the *Highway Traffic Act*, R.S.O. 1990, c. H.8 may be operated within a Cemetery as follows:
- (a) motor vehicles shall travel exclusively over or upon the paved roads of the Cemetery;
  - (b) motor vehicles shall not use roads in the Fonthill Cemetery as a thoroughfare between Highland Avenue and Brock Street; and
  - (c) motor vehicles shall not exceed a speed of twenty (20) kilometres per hour.
- 9.24. Where the Director determines that roads within a Cemetery are susceptible to damage due to weather conditions or for any other reason, the Director may restrict motor vehicle traffic at the Cemetery.
- 9.25. Motorized vehicles that are primarily for leisure or recreational use, including but not limited to snowmobiles, mini-bikes, ATVs, dune buggies and similar vehicles, shall not be operated in a Cemetery.

## **10. Enforcement**

- 10.1. This By-law shall be administered and enforced by the Town Clerk, the Director and any Person appointed or otherwise delegated the authority of administration and enforcement.
- 10.2. Every Person who contravenes any provision of this By-law is guilty of an offence and upon conviction is liable to such penalties as are provided for in the *FBCSA* and the *Provincial Offences Act*, R.S.O. 1990, c. P.33.

## **11. Cemetery Operations**

- 11.1. The Town reserves full control over all Cemetery operations and management of land within all Cemetery grounds. Administrative services for all Cemeteries are provided at Town Hall during regular business hours at that location.
- 11.2. Fonthill Cemetery shall be open to conduct business as follows:
- (a) Interments: 9:00 a.m. to 3:00 p.m. on Monday to Saturday
  - (b) Visitation other than Mausoleum: daily from dawn to dusk
  - (c) Mausoleum Visitation: as soon as practicable upon receipt of a request made to Town Hall during regular business hours

- 11.3. Hillside Cemetery shall be open to conduct business as follows:
- (a) Interments: 9:00 a.m. to 3:00 p.m. on Monday to Saturday
  - (b) Visitation: daily from dawn to dusk
- 11.4. Hansler Cemetery shall be open to conduct business as follows:
- (a) Interments: N/A
  - (b) Visitation: daily from dawn to dusk
- 11.5. All Cemeteries shall be governed by this By-law and in accordance with the *FBCSA*, as amended or updated from time to time.
- 11.6. All amendments to this By-law shall be:
- (a) published once in a newspaper with general circulation in the Town;
  - (b) conspicuously posted on a sign at the main entrance to each Cemetery; and
  - (c) delivered to each supplier of Markers and Monuments that has delivered a Marker or Monument to any Cemetery during the previous year if the amendment pertains to Markers or Monuments or their installation.
- 11.7. This By-law and all amendments to this By-law are subject to the approval of the BAO or such other Registrar as is appointed under the *FBCSA*.
- 11.8. The Town shall maintain a register as required by section 110 of Ontario Regulation 30/11 under the *FBCSA* and shall make the said register available for inspection by the public without charge.
- 11.9. The Town shall have the right at any time to re-survey, enlarge, diminish, re-plot, change or remove plantings, grade, close paths or roads, alter in shape or size, or otherwise change all or any part of a Cemetery, subject to approval by the appropriate authorities.

## **12. General**

- 12.1. The short title of this By-law is the "Cemeteries By-law".
- 12.2. If any provision of this By-law is found by any court or tribunal of competent jurisdiction to be illegal or inoperative, in whole or in part, the balance of the By-law shall not be affected and shall remain in full force and effect.
- 12.3. If there is a conflict between a provision of this By-law and a provision of any other By-law of the Town, the provision that establishes the higher standard shall prevail.
- 12.4. This By-law shall be read with all changes in number or gender as are required by context.
- 12.5. Any reference to legislation in this By-law includes the legislation and any amendment, replacement, subsequent enactment or consolidation of such legislation.



12.6. The Town Clerk is hereby authorized to effect any minor modifications or corrections solely of an administrative, clerical, numerical, grammatical, semantical or descriptive nature or kind to this By-law as are determined to be necessary.

**13. Repeal and Enactment**

13.1. By-law No. 3012(2019), being a By-law respecting cemeteries owned by the Corporation of the Town of Pelham, is hereby repealed and replaced.


**14. Effective Date**

14.1. This By-law shall come into force upon being approved by the BAO or such other Registrar as is appointed under the *FBCSA*.

Read, signed and sealed this 18<sup>th</sup> day of December, 2024.

<b>APPROVED</b> By the Registrar, Funeral, Burial and Cremation Services Act, 2002, Bereavement Authority of Ontario	<b>APPROUVÉ</b> Par le Registraeur, Loi de 2002 sur les services funéraires et les services d'enterrement et de crémation, l'Autorité des services funéraires et cimetières de l'Ontario
Date: <u>January 15, 2025</u>	

  
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Marvin Junkin, Mayor

  
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Sarah Leach, Town Clerk