

THE CORPORATION OF THE TOWNSHIP OF ADELAIDE METCALFE

BY-LAW No. 55 -2018

BEING A BY-LAW GOVERNING THE OPERATION OF THE WEST ADELAIDE
CEMETERY UNDER THE JURISDICTION
OF THE TOWNSHIP OF ADELAIDE METCALFE, IN PARTICULAR, GOVERNING
RIGHTS, ENTITLEMENTS AND RESTRICTIONS WITH RESPECT TO
INTERMENT RIGHTS, IN ACCORDANCE WITH THE FUNERAL, BURIAL
AND CREMATION SERVICES ACT, 2002

West Adelaide Cemetery

WHEREAS The Township of Adelaide Metcalfe owns and operates the municipal cemetery known as the West Adelaide Cemetery, located 29646 Wilson Road, Strathroy, Ontario, in the municipality of the Township of Adelaide Metcalfe.

AND WHEREAS the Funeral, Burial, Cremation Services Act, 2002, S.O. 2001, c.33 regulates the operations of cemeteries in Ontario;

AND WHEREAS the Council of The Corporation of the Township of Adelaide Metcalfe deems it desirable to enact a By-law to regulate the operation of the West Adelaide Cemetery;

NOW THEREFORE the Council of the Corporation of the Township of Adelaide Metcalfe enacts as follows:

DEFINITIONS

1. In this by-law:

“Act” means the *Funeral, Burial, Cremation Services Act*, 2002, S.O. 2001, c.33

“BAO” shall mean the Bereavement Authority of Ontario

“Board” shall mean the West Adelaide Cemetery Board and be composed of Council members of the Corporation of the Township of Adelaide Metcalfe.

“Burial” shall mean the opening and closing of an inground lot or grave for the disposition of human remains or cremated human remains.

“Care and Maintenance Fund” shall mean the requirement under the Act that a prescribed amount or percentage of the purchase price (excluding tax) of all interment rights; 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, graves, markers and monuments at the cemetery.

“Cemetery” shall mean the West Adelaide Cemetery located at 29646 Wilson Road, in the Township of Adelaide Metcalfe, in the County of Middlesex.

“Cemetery Operator” shall mean the Township of Adelaide Metcalfe or those designated for the purpose of overseeing the cemetery operations by the Township.

“Certificate of Interment Rights” shall mean the certificate issued by the Cemetery to the purchaser once the Interment Rights in either a lot or a grave have been paid in full, identifying ownership of the interment rights.

“Chairman” shall mean the Mayor of The Corporation of the Township of Adelaide Metcalfe who shall preside at all meetings of the Board and in his/her absence a Chairman shall be elected from those present.

“Contract” shall mean for the purposes of these by-laws, that all purchasers of interment rights must sign a contract with the cemetery, detailing obligations of both parties and acceptance of the cemetery by-law.

“Corner Stones” 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 a grave.

“Grave” (also known as “Lot”) shall mean any inground burial space intended for the interment of a child, adult or cremated human remains.

“Holidays” shall mean the following list of Federal, Provincial and Municipal Government holidays: New Year’s Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and all Sundays.

Note: When any of the above noted holidays fall on a Saturday or Sunday and is not declared or proclaimed as being observed on some other day, the following Monday or Tuesday, where the preceding Monday is declared or proclaimed a holiday, shall be deemed to be the holiday for the purpose of this by-law.

“Interment Lot” shall mean the right to require or direct the interment of human remains or cremated human remains in a lot or a grave.

“Interment Rights Holder” shall mean the person(s) authorized or entitled to inter human remains in a specified lot/grave. They may be the person named in the Interment Rights Certificate or such other person to whom the rights have been assigned.

“Lot” (also known as “Grave”) shall mean an area of land in the cemetery containing, or set aside to contain, human remains. For the purpose of this by-law, a lot is a single grave space.

“Marker” shall mean any permanent memorial structure – monument, plaque, headstone, cornerstone or other structure or ornament affixed or intended to be affixed to a burial lot/grave, mausoleum crypt, columbarium niche or other structure or place intended for the deposit of human remains and may be used to indicate the location of a burial.

“Monument” shall mean any permanent memorial projecting above the ground level.

“Plan” shall mean the plan of the Cemetery, filed with BAO.

“Plot” shall mean more than one (1) lot/grave. For the purpose of this by-law, a plot means two or more lots/graves in respect of which the rights to inter have been sold as a unit.

“Price List” shall mean the list of fees and charges for cemetery supplies and services which have been filed with and approved by the Cemetery Board.

“Secretary” shall mean the Clerk of the Corporation of the Township of Adelaide Metcalfe.

“Service Animal” shall mean an animal for a person with a disability if,

- a) the animal can be readily identified as one that is being used by the person for reasons relating to the person’s disability, as a result of visual indicators such as the vest or harness worn by the animal; or
- b) the person provides documentation from one of the following regulated health professionals confirming that the person requires the animal for reasons relating to the disability:
 - i. A member of the College of Audiologists and Speech-Language Pathologists of Ontario.
 - ii. A member of the College of Chiropractors of Ontario.
 - iii. A member of the College of Nurses of Ontario.
 - iv. A member of the College of Occupational Therapists of Ontario.
 - v. A member of the College of Optometrists of Ontario.
 - vi. A member of the College of Physicians and Surgeons of Ontario.
 - vii. A member of the College of Physiotherapists of Ontario.
 - viii. A member of the College of Psychologists of Ontario.
 - ix. A member of the College of Registered Psychotherapists and Registered Mental Health Therapists of Ontario. O. Reg. 165/16, s. 16.

“Township” shall mean the Corporation of the Township of Adelaide Metcalfe.

“Treasurer” shall mean the CAO/Treasurer of the Corporation of the Township of Adelaide Metcalfe.

General Information

Hours of Operation:

The West Adelaide Cemetery is operated through the Township of Adelaide Metcalfe Municipal office located at 2340 Egremont Drive, Strathroy, Ontario N7G 3H6. Hours are as follows:

Municipal Office Hours:	Monday through Friday; 9:00 am to 4:00pm
After Hours call:	519-521-1661
Holiday & Weekend Burials:	Prohibited

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

No person may damage, destroy, remove or deface any property within the Cemetery.

All visitors should conduct themselves in a quiet manner that shall not disturb any service being held.

By-Law Amendments

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

All by-law amendments must be:

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

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

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/grave, plot, columbarium niche, mausoleum crypt, 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.

Public Register:

Provincial legislation – Section 110 of O. Reg. 30/11 requires all cemeteries and crematoriums to maintain a public register that is available to the public during office hours.

Pets or Other Animals:

Pets or other lower animals, including cremated animal remains, are not allowed to be buried on cemetery grounds.

Right to Re-Survey:

The Cemetery 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 of the cemetery, subject to approval of the appropriate authorities.

West Adelaide Cemetery Board

1. The Board shall consist of members of the Township of Adelaide Metcalfe Council.
2. The Board shall enforce, when necessary, all the regulations and orders of the Board, decide all questions arising between the Board and lot/grave owners, and decide questions pertaining to the business of the Board which may arise during the interval between meetings of the Board. The Board shall have charge of and direct all improvements in the Cemetery, such as grading, planting, trimming of plants, shrubs, and trees, laying out the avenues and grounds and keeping same in proper order.
3. The Board shall employ all the assistants needed at the grounds to perform the work to properly care for the Cemetery.
4. The Board shall enforce the rules and regulations when required and shall furnish estimates on work that may be proposed.
5. The Board shall fix the prices on all lots/graves, openings and closing of graves.

Chairman

1. The Mayor of the Corporation of the Township of Adelaide Metcalfe shall preside at all meetings of the Board and in his/her absence a Chairman shall be elected from those present.
2. The Mayor of the Corporation of the Township of Adelaide Metcalfe shall sign all warrants for funds drawn upon the Treasurer and shall sign the minutes after being approved when read.

Secretary

1. The Clerk of the Corporation of the Township of Adelaide Metcalfe shall act as the Secretary for the Board.

2. The Secretary shall attend all meetings of the Board and record the proceedings in writing.
3. The Secretary shall keep such records and books as the Board may direct and such books and records shall be the property of the Corporation of the Township of Adelaide Metcalfe and be open to inspection to lot owners during office hours.
4. The Secretary shall keep the records with an index of all lot/grave owners and names of persons buried in the Cemetery.
5. The Secretary shall sign all deeds of conveyance to lots/graves or shareholders.

Treasurer

1. The CAO/Treasurer of the Corporation of the Township of Adelaide Metcalfe shall act as the Treasurer for the Board.
2. The Treasurer shall receive all monies due to the Board and deposit same in such banking institution as the Board may appoint. The Treasurer shall have power to make payment on behalf of the Board. The Chairman will peruse invoices and sign all cheques with the Treasurer. The Treasurer shall file and preserve all vouchers and all other financial business relating to this Board.
3. The Treasurer shall make an annual report to the Board concerning the financial condition and prospects of the Cemetery.

Sale & Transfer of Interment Rights

Notice of Resale and Transfer of Interment or Scattering Rights:

1. Interment Rights Holders may first offer the interment rights to the Cemetery Operator.
2. If the Cemetery Operator does not wish to re-purchase the interment rights at the current price, less the original care and maintenance paid, the interment right may be sold on to a third party for no more than the current price listed on the cemetery price list, as long as the sale or transfer is conducted through the Cemetery Operator and the interment rights holder and purchaser meet the qualifications and requirements as outlined in this by-law.

Requirements for resale of interment rights or scattering rights where permitted by the Cemetery Operator are:

The interment or scattering rights holder(s) who intends to sell their rights shall provide the following documents to the Cemetery Operator so that the Operator can be satisfied with the authority and identify of the seller, confirm the ownership of the rights and provide the third party purchaser with the required certificate, etc.:

- a. An interment or scattering rights certificate endorsed by the current rights holder.
- b. If the resale involves interment rights, a written statement of the number of lots/graves that have been used in the plot and the number of lots/graves that remain available in the plot is to be outlined in the written statement.

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

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

- a. An interment or scattering rights certificate endorsed by the current rights holder
- b. A copy of the Cemetery's current price list
- c. A copy of the Cemetery's current by-laws
- d. If the resale involves interment rights, a written statement of the number of lots/graves that have been used in the plot and the number of lots/graves that remain available in the plot
- e. If the resale involves scattering rights, a written statement of the number of scattering rights available.
- f. Any other documentation in the interment rights holder(s) possession relating to the rights

The Cemetery Operator will require:

- a. A statement signed by the rights holder(s) selling the interment or scattering rights acknowledging the sale of the interment rights to the third party purchaser.
 - b. 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.
 - c. Record the date of transfer of the interment or scattering rights to the third party.
 - d. The name and address of the third party purchaser(s).
 - e. A statement of any money owing to the cemetery operator in respect to the interment or scattering rights.
- 3. Once the endorsed certificate and all required authorization and 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. Upon completion of the above listed procedures, and upon the issuance of the new interment 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-law and the FBCSA.
 - 5. The Cemetery Operator may charge an administration fee for the issuance of a duplicate certificate in accordance with the price listed on the Cemetery Operator's current price list.
 - 6. The Cemetery Operator does not prohibit the resale of an interment or scattering rights and may repurchase the interment 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 Operator's current price list amounts for interment or scattering rights.

Cancellation or Resale of Interment Rights

7. Purchasers of interment or scattering rights holders acquire only the right to direct the burial of human remains and the scattering of cremated human remains, and the installation of monuments, markers and inscriptions, subject to the conditions set out in the Cemetery by-law. In accordance with the Cemetery by-law, no burial, entombment, or installation of any monument, marker, inscription, or memorialization is permitted until the interment rights have been paid in full. An interment rights certificate will be issued to the interment rights holder(s) when payment has been made in full. The purchaser of interment rights is not a purchase of Real Estate or real property. An interment rights holder wishing to resell their interment rights may advise the Cemetery Operator of their intention prior to seeking a third party buyer for the interment rights.

Cancellation of Interment or Scattering Rights Within 30 Day Cooling-Off Period

8. A purchaser has the right to cancel an interment 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 the date of the request for cancellation.

Cancellation of Interment or Scattering Rights after the 30 Day Cooling-Off Period

9. 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 rights certificate has been issued to the interment rights holder(s), the certificate must be returned to the Cemetery Operator along with the written notice of cancellation.
10. If any portion of the interment rights has been exercised, the purchaser, or the interment rights holder(s) are not entitled to cancel the contract or re-sell the interment or scattering rights.

Resale of Interment or Scattering Rights after 30 Day Cooling-Off Period

11. Unless the interment or scattering rights have been exercised the purchaser retains the right to cancel the contract or re-sell the interment rights. Once payment for the interment or scattering rights has been made in full, and an interment rights certificate has been issued, the interment or scattering rights holder(s), as recorded on the Cemetery records, has right to re-sell the interment

rights. Any resale of the interment rights shall be in accordance with the requirements of the cemetery by-law and in keeping with the FBCSA and O. Reg. 30/11 and 184/12.

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

Care and Maintenance Fund Contributions:

1. It is a requirement under the 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; and prescribed amounts for monuments and markers is contributed into the care and maintenance fund. If no scattering rights are sold but scattering is permitted a prescribed amount must be contributed to the fund when scattering is conducted. Interest earned from this fund is used to provide care and maintenance of lots/graves, plots, markers and monuments at 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.

Permit or Prohibit Resale of Interment or Scattering Rights to a Third Party:

NOTE: ALL REALES OF INTERMENT OR SCATTERING RIGHTS MUST BE CARRIED OUT THROUGH THE CEMETERY OPERATOR

1. Interment rights in lots/graves and plots may be purchased from the Board. The prices for lots/graves include the applicable portion for deposit to the Cemetery's Care and Maintenance Fund.
2. Payments for Interment Rights shall be made at the Municipal Office of the Township of Adelaide Metcalfe.
3. The Township shall provide to the Rights Holder at the time of sale with:
 - a. A copy of the contract
 - b. A copy of the Cemetery By-law,
 - c. A copy of the price list
 - d. And upon payment in full, and after the 30 day cooling-off period, a Certificate of Interment Rights.
4. To ensure the correctness of records of ownership and interments, no transfer of any interment rights or any interest therein shall be binding upon the Township until notice is given in writing to the Treasurer of the Township specifying the name and address of the proposed transferee and the date of transfer, and such particulars have been entered in a register for that purpose. Upon receipt of such notice, and payment of a fee, the transfer shall be made.
5. In cases of transmission of ownership by will or bequest of interment rights, the management reserves the right to require the production of a notarial copy of the will or other evidence sufficient to prove ownership.

6. NO REFUND will be made for any lot if any interment rights have been exercised or any monument/marker has reduced the interment rights area remaining.
7. If any Interment Rights have not been used after a 20 year period has passed, they may be considered abandoned. The cemetery may apply to the Registrar for a declaration that the Interment Rights are abandoned after making inquiries and giving reasonable notices to find the Interment Rights Holders or beneficiaries. Upon being satisfied that the rights are abandoned, the Registrar shall issue a declaration to that effect. If there is not an appeal by the end of the time period allowed for appeal, the Cemetery may resell the lot in question.
8. Any person whose Interment Rights have been resold after being declared abandoned may apply to the Registrar for redress. Upon receiving an application for redress, the Registrar shall order the Township to provide better or equivalent Interment Rights in that cemetery or to refund the amount that it would cost to purchase better or equivalent interment rights in the cemetery or if no interment rights are available in the cemetery, in the closest cemetery appropriate to the religious or ethnic affinities of the person whose Interment Rights have been resold. Determination of better or equivalent, or to refund the amount, will be based on the current price list of the Board.

Interments and Disinterment

1. Winter burials shall take place weather permitting.
2. In accordance with the 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 burial or entombment of human remains, or each scattering of cremated human remains.
3. Not more than one burial shall be made in any single grave except that of the cremated remains of four persons
4. The Contractor of the cemetery, his/her assistant shall be in attendance at each interment.
5. Interment or scattering rights holder(s) must provide written authorization prior to burial, scattering, or an entombment 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 rights holder in keeping with the *Succession Law Reform Act* i.e. Personal Representative, Estate Trustee, Executor or next of kin.
6. 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 entombment taking place. A Certificate of Cremation must be submitted to the Cemetery office prior to the burial of cremated remains or scattering of cremated remains taking place.
7. In accordance with the FBCSA and O. Reg. 30/11 and 184/12 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 burial or entombment of human remains, or each scattering of cremated human remains.
8. The fee for the opening of the lot according to the fee found in the price list must be deposited with the Treasurer, in full, before interment can take place.
 9. Persons requesting interments in lots or plots shall be held responsible for charges incurred.
 10. When Interment Rights in a lot/grave are held jointly by two or more persons, an order will be accepted from either or any of them or their authorized representatives, for interment in such part of the plot as may be requested.
 11. No lot shall be opened for interment or disinterment by any person not in the employ of, or under the direction of the Township.
 12. The scale of fees for plot opening and closing is determined by the Contractor for the Cemetery. Fees for opening and closing plots are payable to West Adelaide Cemetery, where the Cemetery will in turn pay the Contractor for the Cemetery.
 13. 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 from the cemetery may take place. A certificate from the local medical officer of health is not required for the disinterment of cremated remains from a lot or the removal of cremated remains from the cemetery. In special circumstances the removal of human remains may also be ordered by certain public officials without the consent of the interment rights holder and/or next of kin(s).
 14. The Township reserves the right, at its cost, to correct any error that may be made by it in making interments, in the description of the lot, or the transfer or conveyance of any interment rights. The Township may either, cancel such grant and substitute other interment rights, or lot of equal value and similar location, as far as is reasonably possible; or refund all money paid on account for such purchase. Notice will be given personally to the Rights Holders. If necessary, it may be mailed to the Rights Holders or their legal representatives, at their last appearing address in the record books of the Township. In the event any such error may involve the disinterment of remains, the Township shall first obtain the approval of any regulatory authority and the Interment Rights Holder.
 15. The Township shall not be held responsible for any errors made for any funeral arrangements made over the phone. These arrangements should be made in writing.
 16. Extra charges are included in the price list for Saturday Interments day, and no Sunday or Holiday burials are permitted.

Care of Lots — General

1. All persons are prohibited from writing upon, defacing or injuring any monument belonging to the Cemetery.
2. All lots and plots sold shall be properly graded, sodded or seeded and mown by the Township.

3. No person shall do any work upon a burial lot without the permission of the Board.
4. No trees, shrubs, flowering or other plants may be cultivated on lots.
5. 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 walks, or prejudicial to the general appearance of the grounds or inconvenient to the public, the Township may remove such trees, shrubs or parts thereof.
6. NO GLASS CONTAINERS of any kind are allowed in the cemetery at any time.
7. Nails, wires, wooden crosses, articles of glass or pottery or any other material that create a hazard to workers or visitors when neglected or broken are not allowed in the cemetery.
8. Since borders, fences, railings, walls, cut-stone coping and hedges in or around lots become unsightly, they are prohibited. No enclosure of any kind will be allowed around lots/plots.
9. Rubbish shall not be thrown out on roads, walks or any part of the grounds.
10. No Interment Rights Holder shall change the grading of their lot, and in case of any such change, the Township may restore the lot to its original grade at the expense of the Interment Rights Holder.
11. No unauthorized person shall sod, move cornerstones or lot markers.
12. Interment Rights Holder wishing improvements made on their lots must pay for same to the Treasurer.
13. The Township shall not be responsible for loss or damage to any articles left upon any lot or plot.

Care of Lots — Flowers

1. Wreaths, flowers, decorations of any type placed on lots or plots are to be removed by the Interment Rights Holder when they are detrimental to the general appearance of the cemetery.
2. All persons are prohibited from plucking any flowers, either wild or cultivated, injuring or breaking any tree, shrub or plant or entering on any individual lot without permission from the Township.

Rules and Regulations

1. Visitors are always welcome at the cemetery. They are asked to remember respect due to the dead.
2. All persons are prohibited from writing upon, defacing or injuring any monument or other structure in or belonging to the cemetery.
3. All persons are prohibited from carrying or discharging firearms except in the case of military funerals.
4. Children will not be admitted unless attended by some person who will be responsible for their conduct.

5. Any person disturbing the quiet and good order of the place by noise or other improper conduct, or who shall violate any of the foregoing rules, will be compelled instantly to leave the grounds or be subject to arrest and prosecution.
6. Only service animals shall be allowed in the cemetery. See definition of "Service Animal" under Definitions, Section 1. Service animals shall not defecate on cemetery property.
7. It is recommended that all graves contain cement vaults.
8. The Township will not be responsible for the loss of damage to any article left upon any lot, grave or other part of the cemetery.
9. No parades other than funeral processions shall be admitted to or be organized within the cemetery.
10. Vehicles within the cemetery shall be driven at a moderate rate of speed and shall not leave the avenues or park on the grass.
11. Proprietors of vehicles and their drivers shall be held responsible for any damage done by them.
12. Any person who, in the cemetery, damages or moves any tree, plant, marker, fence, structure or other thing usually erected, planted or placed in a cemetery is liable to the Township and any Interment Rights Holder who, as a result, incurs damage. The amount of damages shall be the amount required to restore the cemetery to the state that it was in before anything was damaged or moved by the person liable.
13. No pleasure ATVs. (all-terrain vehicles) or snowmobiles are allowed in the cemetery.
14. Any article which is detrimental to efficient maintenance or constitutes a hazard to machinery, employees or visitors, or is unsightly or does not conform to the natural beauty or design of the cemetery, may be removed by the cemetery. Notice of the removal will be given to the Rights Holder when possible.

Monument and Markers — General Information

1. All monumental work must be brought into the cemetery under the direction of the Contractor when grounds and drives are in proper condition. Work may be suspended from November 1st to May 1st (due to conditions of the cemetery from weather).
2. All foundations must be at least four (4) feet in depth.
3. All monuments and headstones must be of good quality of granite, marble or other cut stone adapted to such purposes or real bronze.
4. In the erection of monuments, or other structures, a place will be designated by the trustees for the deposit of materials, which shall not remain longer on the ground than is necessary for their construction. All materials must be removed as soon as the work is completed.
5. All workmen employed in the erection of monuments must be subject to the control and direction of the Trustees and any workman failing to conform to this regulation will not be permitted to work on the grounds.
6. The erection of a monument on any plot will not be permitted until the lot has been entirely paid for.

7. The lots are sold at fixed rates set by the Trustees and may be revised as deemed necessary by the Trustees.
8. If a monument or marker in a cemetery presents a risk to workmen or public safety because it is unstable, the Township shall do whatever is necessary by way of repairing, resetting or laying down the marker to remove the risk.
9. For the purpose of the regulations, a monument shall be understood to mean any permanent memorial projecting above ground level.
10. Minor scraping of the base portion of upright monuments due to the turf mowing operation is considered by the Corporation to be normal wear.
11. The Township 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, or part thereof where such damage or loss is due to its negligence.
12. The Township reserves the right to determine the maximum size of monuments, their number and their location on each lot or plot. They must not be of a size that would interfere with any future interments.
13. All photographs attached to any memorials or placed within the cemetery grounds shall be the sole responsibility of the owner.
14. All foundations for monuments and markers shall be built by, or contracted to be built for, the Township at the expense of the Interment Rights Holder.
15. No foundations may be constructed after September 30th in any year and before June 1 in the following year unless determined otherwise by the Contractor/Operator.
16. The charges for the construction of foundations are at the cost of the stone/monument Company.

Grave Sizes

- 1 Grave 3.75 ft. (45 sq. ft.)
- 2 Graves 7.5 ft. (90. sq. ft.)
- 3 Graves 11.25 ft. (135 sq. ft.)
- 4 Graves 15.00 ft. (180 sq. ft.)

Contribution to Care and Maintenance for Marker Installation

Flat marker over 172 sq. in.	\$ 50.00
Upright monument up to 4 ft. in height or width	\$100.00
Upright monument over 4 ft. in height or width	\$200.00

Lot Interments

1. The original purchaser may, either at the time of his/her purchase or at any other time thereafter prior to his/her decease, execute under his/her hand and seal and duly acknowledged before any person authorized to take acknowledgement of deeds, an instrument directing who shall be interred upon said lot, and deposit said instrument with the Board; provided, if said purchaser shall desire to

- designate any other person than the immediate family of kindred, he/she shall first obtain permission of the Board, in writing as above provided, and in the event such designation is so made no person other than the person so designated, shall ever be interred upon said lot.
2. In the event the original purchaser shall not in his/her lifetime have made such designation as to the person to be buried thereon, the heirs of said purchaser may by an agreement in writing between themselves, duly signed, and acknowledged before some person qualified to take acknowledgements of deeds, and deposit with the Board, determine who among them shall have the right to be buried upon said lot. Such an agreement shall be accompanied with satisfactory evidence in writing that the persons signing are all the heirs of the original purchaser.
 3. In event the original purchaser shall not have made such designation, and the heirs shall not have consummated such agreement then the direct lineal descendants of such purchaser shall in order of their death, be entitled to interment therein until all unoccupied space shall be filled. In such case, if there are no lineal descendants, then the collateral kindred in the nearest and equal degree of consanguinity in the order of their death shall be thus entitled to interment therein, until said lot shall have been fully occupied.
 4. Schedule "A" will form part of this by-law.

Contractor/Monument Dealer

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-approval 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.

Prior to the start of any said work, contractors must provide proof of:

- WSIB Coverage
 - Evidence of Liability Insurance of not less than \$2 million
1. All cemetery by-laws apply to all contractors and all work carried out by the contractors within the cemetery grounds.
 2. Contractors, monument dealers and suppliers shall not enter the cemetery in the evening, weekends or holidays, unless approval has been granted by the cemetery operator.
 3. No work will be performed at the cemetery except during the regular business hours of the cemetery.
 4. Contractors shall temporarily cease all operations if they are working within 100 metres of a funeral until the conclusion of the service. The cemetery reserves the right to temporarily cease contractor operations at their sole discretion if the

noise of the work being performed by the contractor is deemed to be a disturbance to any funeral or public gathering within the cemetery.

5. Contractors, monument dealers and suppliers shall lay wooden planks on the burial lots and paths over which heavy materials are to be moved to protect the surface from damage.

EFFECTIVE DATE

1. That By-law #30 of 2015 is hereby repealed.
2. The provisions of this By-law shall come into force and take effect later of Nov. 5, 2018 and the date of approval of this By-law by the Registrar in accordance with the FBCSA.
3. That the Mayor and Clerk be authorized to sign the said by-law and the corporate seal be attached.

Read a first, second and third time and finally passed

IN OPEN COUNCIL

this 5th day of November, 2018.


Kurtis Smith, Mayor


Jennifer Turk, Clerk

BAO		BEREAVEMENT AUTHORITY OF ONTARIO
L'AUTORITÉ DES SERVICES FUNÉRAIRES ET CIMETIÈRES DE L'ONTARIO		
APPROVED	APPROUVÉ	
In accordance with the <i>Funeral, Burial and Cremation Services Act,</i> 2002	Conformément à la Loi de 2002 sur les services funéraires et les services d'enterrement et de crémation	
Date of Approval/ Date de l'approbation	<u>Oct. 16, 2018</u>	
File/Licence No. Numéro de Fiche/Permis	<u>328 5196</u>	
By/ Par	<u>Caryn Smith</u>	

Schedule 'A'
WEST ADELAIDE CEMETERY
PRICE LIST

(Schedule 'A' to By-law 55 of 2018)

LOTS/GRAVES			
	Interment Rights	Care & Maintenance	Total
Single Lot/Grave	\$350.00	\$250.00	\$600.00
GRAVE OPENING FEES			
Full Burial (Mon. – Fri.)			\$650.00
Full Burial (Saturday)			\$700.00
Cremation (Mon. – Fri.)			\$300.00
Cremation (Saturday)			\$350.00
ADDITIONAL CHARGES at TIME of OPENING			
Snow Removal			\$50.00/hr
OTHER SERVICE FEES			
Disinterment (Mon. – Fri.)			\$650.00
Disinterment (Saturday)			\$700.00
Registration Fee			\$50.00
Transfer Fee (New Certificate)			\$50.00
Duplicate Copy of Certificate			\$25.00
Foundation/Marker Locate			\$50.00
MONUMENT FUND (paid by stone company to Cemetery and included in price of stone/monument)			
(in addition to Locate Fee of \$50.00)			
Flat Marker (smaller than 1,116.13 cm ² /173 in ²)			\$0.00
Flat Marker (larger than 1,116.13 cm ² /173 in ²)			\$50.00
Upright Marker (1.22m/4ft or less in height and 1.22 m/4ft or less in length, including base)			\$100.00
Upright Marker (more than 1.22m/4ft in either height or length, including base)			\$200.00